

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND §

**FIFTH AMENDMENT TO  
 AGREEMENT FOR ENGINEERING SERVICES  
 PROJECT NO. 735 - MASON ROAD**

**THIS FIFTH AMENDMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and LANDTECH CONSULTANTS, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about January 15, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as "the Agreement," a First Amendment dated December 8, 2009, Second Amendment dated November 9, 2010, a Third Amendment on January 4, 2011, and a Fourth Amendment on September 6, 2011, hereinafter referred to as "prior Amendments," for the expansion of Mason Road, Project No. 735, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the "Project."

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

**AGREEMENT**


1. Engineer shall provide the services as described in Exhibit A, Letter from Schaumburg & Polk, Inc. dated October 25, 2012. This amendment shall terminate when Phase 2 construction of the Project is complete, or June 30, 2015 whichever occurs first.
2. An additional amount not-to-exceed \$126,235.00 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Engineer for services provided shall not exceed \$1,008,235.00, including all expenses, if any, as follows:
  - A. \$450,000.00 for services under the Agreement;
  - B. \$250,000.00 for additional services under the First Amendment
  - C. \$100,000.00 for additional services under this Second Amendment
  - D. \$-0- under the Third Amendment (time extension only)
  - E. \$82,000.00 for additional services under the Fourth Amendment
  - F. \$126,235.00 for additional services under this Fifth Amendment
3. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

4. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated October 25, 2012 regarding the additional services. The prior Agreement and all prior Amendments are incorporated by reference as if set forth therein verbatim for all purposes.
5. Except as modified herein, the Agreement and prior Amendments remain in full force and effect and has not been modified or amended.
6. If there is a conflict between this Fifth Amendment and the Agreement and any prior Amendments, the provisions of this Fifth Amendment shall prevail.

### EXECUTION


This Fifth Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

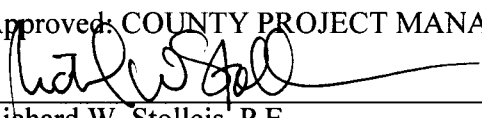
  
Robert E. Hebert, County Judge

11-20-2012  
Date

Attest:

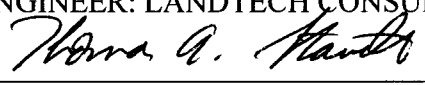
  
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

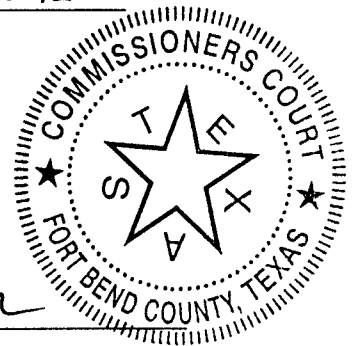
  
Richard W. Stolleis, P.E.  
Fort Bend County Engineer

11/20/12  
Date

ENGINEER: LANDTECH CONSULTANTS, INC.

  
Thomas A. Staudt, R.P.L.S., Vice President  
P.E.

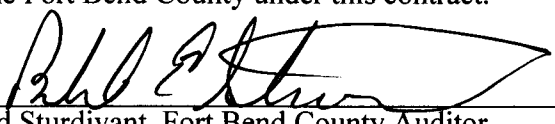
11/19/2012  
Date



MER:Engineering Services Agreement.Landtech. 5thAmendment(3791-735).

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$4,008,235.<sup>00</sup> to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

**EXHIBIT A  
SCOPE OF SERVICES**

**Work Authorization # 3**

**Supplemental Work Authorization #5  
Mason Road – F.M. 359 to Oyster Creek**

The work to be performed by the Engineer shall consist of conducting additional topographic survey, providing additional coordination, redesigning the vertical profile of Mason Road, redesigning the bridge over Oyster Creek, designing Brandt Lane, and Construction Administration Services for both Segments 1 & 2.

- I. **Fill Oyster Creek "Slough"**  
As requested by Fort Bend County, Landtech will fill the Oyster Creek slough to shorten the proposed bridge and to allow Brandt Lane to connect to Mason Road. Fill tasks are listed below:
  - Conduct additional topographic survey
  - Create fill plan
  - Create existing and proposed cross-sections
  - Fill coordination
- II. **Brandt Lane**  
Landtech will coordinate and design the T-intersection of Mason Road and Brandt Lane south of Oyster Creek. Landtech will provide the following items:
  - Horizontal and Vertical profiles
  - Contour grading plan
  - Brandt Lane Exhibits
- III. **Mason Road Segment 2**  
Update the roadway and drainage plans of Mason Road Segment 2 as requested by Fort Bend County.
  - Modify typical sections
  - Adjust vertical profile (roadway and bridge)
  - Adjust drainage concept
  - Add left turn lane to Mason Road at Brandt Lane
- IV. **Bridge**  
As a result of the proposed slough fill and addition of Brandt Lane, A&F will re-design the proposed bridges. (See A&F Proposal) And at the request of FBC, Landtech will perform a thorough QAQC of the bridge design.
- V. **Environmental Verification**  
Atkins to perform site inspection within slough to verify wetland condition. (See Atkins Proposal)

**Aguirre & Fields LP**  
**Scope of Work for Revisions**

**F.C. 170 – Bridge Design**  
**Mason Road at Oyster Creek Bridge**

**1. Bridge Layout**

Adjust sheets to reflect the reduced length of bridge from 514.00 LF to 328.00 LF due to Brandt Lane. Barrier on Southbound Bridge is removed and Northbound Bridge is shifted east to accommodate 26' median.

**2. Foundation Layouts**

Revise sheets to reflect reduced length of bridge. Change callouts for foundation locations by station and offset.

**3. Abutment Details**

Redesign Abutment No. 1 due to change in begin bridge location. Begin Station 70+95.00, 15 Degree Skew radial to alignment.

**4. Bent Details**

Revise Bent sheets to reflect changes in bridge length and shift in NB Bridge. Redesign Foundations.

**5. Beam Layouts**

Revise Girder Layouts and recalculate Bridge Geometry. Approximately 1600 LF of TX40 Girders for both bridges will be removed to reflect changes in bridge length. Redesign Girders for removed barrier on SB and reduced lengths on NB.

**6. Slab Layouts**

Revise Slab Layouts to reflect changes in bridge length. Three Spans on each bridge will be removed.

**7. Slab Details**

Revise Slab Details to reflect changes in bridge length.

**8. Structural Details**

Revise any Structural Details to reflect changes in bridge length.

**9. Estimated Quantities and Bearing Seat Elevations**

Revise quantities to reflect changes in bridge length.

**EXHIBIT B****Labor Estimate****2007 Fort Bend County Mobility Program****Mason Road, F.M. 359 to S.H. 99****Fort Bend County Project No. 735****Work Authorization No. 3 - Supplemental Work Authorization #5**

Sponsor: Fort Bend County

Description: Reconstruct exist 2-lane rural to 4-lane c&amp;g with storm sewer

Date: 10/25/12

Landtech Labor=	\$63,928	Lump Sum
Landtech Survey=	\$6,198	Lump Sum
A&F (Bridge)=	\$22,824	Lump Sum
Atkins=	\$1,285	Lump Sum
Landtech Expenses=	\$0	
Landtech CA Services (Seg. 1)=	\$12,000	Time & Materials
Landtech CA Services (Seg. 2)=	\$20,000	Time & Materials
<b>Total Additional Design Fee =</b>	<b>\$94,235</b>	<b>Lump Sum</b>
<b>al Additional Construction Admin. Fee =</b>	<b>\$32,000</b>	<b>Time &amp; Materials</b>
<b>W.A #3 S.W.A. #5 Project Total Fee=</b>	<b>\$126,235</b>	

**EXHIBIT B**  
**Landtech Fee Summary**  
**2007 Fort Bend County Mobility Program**  
**Mason Road, F.M. 359 to S.H. 99**

Sponsor: Fort Bend County

Date: 7/17/12

**LABOR**

Classification	Hours	Rate	Labor
Principal	0	\$72.12	\$0
Sr. Project Manager	70	\$57.69	\$4,038
Project Manager	0	\$48.08	\$0
Professional Engineer	156	\$43.27	\$6,750
Project Engineer	86	\$40.87	\$3,515
Staff Engineer III	0	\$0.00	\$0
Staff Engineer II	0	\$0.00	\$0
Staff Engineer I	0	\$0.00	\$0
Tech	0	\$31.25	\$0
Designer	0	\$33.65	\$0
CADD Operator	256	\$28.85	\$7,386
Clerical	0	\$19.23	\$0
<b>Total Labor</b>	<b>568</b>		<b>\$21,689</b>
 <b>OVERHEAD</b>	 163.17%		 \$35,390
 <b>OPERATING MARGIN</b>	 12%		 \$6,849
 <b>EXPENSES</b>			 \$0
 <b>FEE</b>			 \$63,928

**2007 Fort Bend County Mobility Program**

Sheet 8

Work Authorization No. 3 - Supplemental Work Authorization #5

Sponsor: Fort Bend County

Mason Road, F21, 329 to S.M. 99

Consultant: Landtech Consultants, Inc.

6/13/2013

Manhour Estimate								
Task	Principal	Sr. Project Manager	Professional Engineer	Project Engineer	CADD Operator	Total Hours	Number of Sheets	Hours per Sheet
<b>Mason Road:</b>								
Storage, Recalculate Roadway Vertical Profile, Adjust P&P Sheets		2	13	16	42	73		
Adjust or add Roadway Typical Section			2	2	4	8		
Adjust Roadway Drainage			24	8	23	55		
Adjust Cross-Sections		2	8	8	23	39		
QA/QC		2	4		8	14		
<b>Branch Lane:</b>								
Horizontal and Vertical Profile		2	4	3	8	17		
Branch Lane Cross-section/Grading Plan		2	28	12	26	68		
Design Coordination		8	16		8	32		
Branch Lane Submittal		2	16	8	23	49		
QA/QC		2	4		4	10		
<b>Quasar Creek "Slur" FE:</b>								
FE Plan Sheet(s)		4	16	16	24	60		
Slur Cross Section		2	8	8	24	42		
FE Quantity Sheet		2	4	2	4	12		
Slur Coordination			8	4	12	24		
<b>Bridge:</b>								
Landtech Bridge QA/QC		48	12			60		
<b>Total Manhours</b>		<b>70</b>	<b>136</b>	<b>86</b>	<b>236</b>	<b>568</b>		

6/13/2012

Mason Road, F.M. 359 to S.H. 77

**Total= 30**

**FOR ESTIMATE - AGRICULTURE & FOREST, L.P.**  
 51000 Road at Oyster Creek Bridge Design

Fifth Amendment to Agreement for Engineering Services  
Landtech Consultants, Inc. – Project No. 735 – Mason Road  
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October 25, 2012

Mr. Richard W. Stolleis, P.E.  
County Engineer  
Fort Bend County  
1124 Blume Road  
Rosenberg, Texas 77471

Re: Contract Amendment for Mason Road (FBC Project No. 735) Project No. 300701.08

Dear Mr. Stolleis:

We have reviewed the enclosed proposal by Landtech Consultants, Inc., for additional services required for the referenced project, and recommend that the County execute an amendment to its contract with Landtech to increase their fee by \$126,235.00. The amendment adds budget for (1) meeting attendance, exhibit preparation, and drawing modifications due to the addition of Brandt Lane, (2) additional survey, environmental and engineering services related to the fill of low areas in private property and resultant reduction of bridge length, (3) additional construction phase services for the Phase 1 project, and (4) bid and construction phase services for the Phase 2 project. Of the total amount, \$94,235.00 will be paid as a lump sum for engineering, surveying and environmental work. The remaining \$32,000.00 will be paid for actual time and expenses related to bid and construction, when the County requests their services.

The design services have all been requested by the County since the original contract and prior amendments were executed. Leftover funds from a prior work authorization are being used for initial construction phase services on the Phase 1 project, but additional funding, as well as new funding for the impending Phase 2 construction, are needed. We recommend that the amendment terminate when Phase 2 construction is complete, or June 30, 2015, whichever is earlier.

Sincerely,

*Mark C. Dessens*

Mark C. Dessens, P.E.  
Project Manager

MCD/mnd  
Enclosure