

**DANNENBAUM ENGINEERING CORPORATION**

3100 WEST ALABAMA HOUSTON, TEXAS 77098 PO Box 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING  
EXCELLENCE  
SINCE  
1945

December 16, 2013

Mr. Richard W. Stolleis, P.E.  
Fort Bend County Engineer  
1124-52 Blume Road  
Rosenberg, Texas 77471-1449

Reference: FM1093 Westpark Extension Phase I - Second Amendment to Agreement

Dear Richard:

We are pleased to submit for your approval the scope and fee proposal associated with changes to the program addressing the inclusion of the 100' METRO Right of Way acquisition and other land donations in Phase I. The proposed revisions to FM 1093 main lanes and frontage roads address recent discussions with impacted corridor property owners leading to design modifications that will reduce the overall program cost and take full advantage of the County's recent decision to purchase from METRO the entire abandoned rail right of way south of FM 1093.

The Second Amendment to Professional Design Engineering Services Agreement covers the work of preparing and obtaining approval of a revised Schematic Design, Drainage Impact Analysis and Environmental Assessment Reevaluation (following attainment of the FONSI). This amendment also includes revising segment designs, traffic control plans, traffic engineering, surveying, ROW mapping, geotechnical investigations, utility coordination, and management necessary to update the designs and resubmit 30% and 60% PS&E packages to TxDOT.

I ask for your approval and execution of a contract supplement in the amount of \$1,999,338.00, as supported by the attached documentation.

Respectfully,



David R. Milner, P.E.  
Vice President and Program Manager

Attachments

STATE OF TEXAS           §  
                                     §  
COUNTY OF FORT BEND   §

SECOND AMENDMENT TO PROFESSIONAL  
DESIGN ENGINEERING SERVICES AGREEMENT  
RECONSTRUCTION PROJECT FM 1093 (Westpark Tollway) -Phase I

**THIS SECOND 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 DANNENBAUM ENGINEERING CORPORATION, (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

County and Engineer previously entered an Agreement for Professional Design Engineering Services dated November 22, 2011 (hereinafter referred to as the "Agreement") for Phase I of the improvements to FM 1093 from State Highway 99 to west of FM 359, hereinafter referred to as the "Project." County and Engineer now desire to further amend said Agreement as set forth below for Phase I of the Project.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, County and Engineer hereby agree as follows:

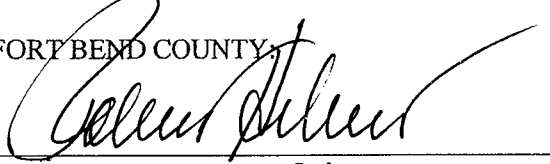
- A. An additional amount not-to-exceed \$1,999,338.00 shall be available for Phase I design services performed by Engineer as described in Exhibit A. The total cost for Phase I and Phase II of the Project shall not exceed \$10,406,303.00.
- B. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A, Scope of Work from Engineer and Fees dated November 11, 2013. Exhibit B, Agreement for Professional Design Engineering Services dated November 22, 2011, is incorporated by reference and is set forth herein verbatim for all purposes.

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EXECUTION

This Second Amendment shall become effective upon execution by County.

FORT BEND COUNTY,



Robert E. Hebert, County Judge

3-4-2014

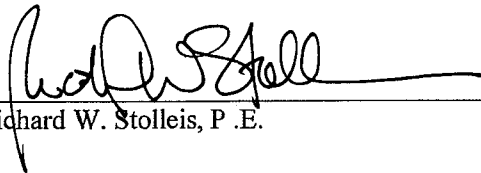
Date

Attest:



Dianne Wilson, County Clerk

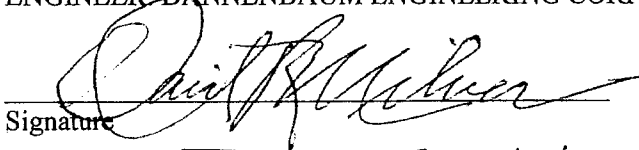
Approved: COUNTY ENGINEER



Richard W. Stolleis, P.E.



ENGINEER: DANNENBAUM ENGINEERING CORPORATION



Signature

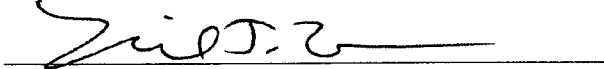
12/16/13

Date

Printed Name: David B. Milner

Title: Vice President

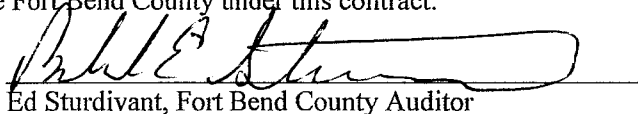
Attest:



MER:Dannenbaum.PSA.FM1093.AMEND.3976

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$10,406,303<sup>00</sup> to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

November 12, 2013

**In accordance with Article 19.12, of the Contract Professional Design Engineering Services Agreement Reconstruction Project FM 1093, the following is described as Supplemental Work Authorization.**

**Phase I Westpark Extension – Advanced Planning, Management, Engineering, and Surveying to revise the design for 100' METRO Right of Way Acquisition and other land donations.**

**Scope of Work for Design & Construction Engineering Services**

**THE WORK IS AS FOLLOWS:**

On behalf of Fort Bend County, the Engineer will complete an Environmental Assessment (EA) Reevaluation, based on acquisition of the 100' METRO Right-of-Way and other land donations through the limits of the project. The evaluation of the new plan includes preparation of a roadway schematic and hydraulic impact analysis report for the proposed extension of the Westpark Tollway main lanes, the construction of frontage roads, and the widening of FM 1093 from SH 99 to FM 1463 in Fort Bend County, Texas. The revised plan involves the re-design of the main lanes and frontage roads to utilize METRO Right-of-Way and other land donations from west of SH 99 to FM 359/FM 1463. The evaluation of this plan would be at the same level of detail that has been performed for the preferred alternative evaluated in the current EA. The project length is approximately 4.2 miles. Approximately 100-feet of additional Right-of-Way south of the existing 100-foot wide METRO Right-of-Way would be required along approximately 1.4 miles of the corridor to implement the new plan.

In addition, the Phase I designs that are currently on-hold at the 60% complete stage will be modified to conform with the new plan, including development of new 30% and 60% P.S.& E. Milestone Review packages.

The work shall conform to the applicable requirements of the primary engineering services agreement, Texas Department of Transportation (TxDOT) and the Federal Highway Administration (FHWA). All work to be performed under this contract shall be subject to review and approval by TxDOT and FHWA.

## Exhibit A

FM1093 WESTPARK PROGRAM  
PHASE I

DECEMBER 2013

WORK ELEMENT	Additional Engineering Costs 12/13/13
<b>Advanced Planning</b>	
Environmental/NEPA (Jacobs)	\$ 200,000.00
Schematic Design (DEC/Klotz)	\$ 150,000.00
Drainage Impact Report (DEC/Klotz)	\$ 150,000.00
<b>Management &amp; Engineering</b>	
Management (DEC)	\$ 230,000.00
Segment D Design (Costello)	\$ 409,961.00
Segment C Design (BBI)	\$ 384,669.00
Segment B Design (Halff)	\$ 180,000.00
TCP Design (Klotz)	\$ 155,000.00
Traffic Engineering (Teds-Signing & Signals)	\$ 53,058.00
<b>Construction Management, Inspection &amp; Mat'l Testing</b>	
Description of work & costs to be part of release of subsequent Steps	TBD
<b>Extras</b>	
ROW Parcel Mapping (Weisser)	\$ 57,150.00
Geotechnical (HTS)	\$ 9,500.00
Utility Coordination (DEC)	\$ 20,000.00
<b>Totals</b>	\$ 1,999,338.00

FM 1093 Westpark Extension  
Phase I  
Fee Summary

2013 METRO ROW REVISION						
Subconsultant	Task	Type of Contract	Contract Amount	Invoiced - To Date	Amount Remaining	Percent Expended
Dannenbaum	Pre-Award Cost	LS	\$ 100,000.00	\$ 100,000.00	\$ -	100%
Jacobs	EA/NEPA	LS	\$ 189,506.00	\$ 148,227.24	\$ 41,278.76	78%
Klotz	Schematic	LS	\$ 181,731.00	\$ 181,731.00	\$ -	100%
Klotz	Drainage Study	LS	\$ 182,020.00	\$ 182,020.00	\$ -	100%
Dannenbaum	Management	T&M	\$ 982,806.93	\$ 592,120.60	\$ 390,686.33	60%
Costello	Segment D	LS	\$ 1,059,381.16	\$ 584,796.52	\$ 474,584.64	55%
Binkley Barfield	Segment C	LS	\$ 948,508.72	\$ 537,360.69	\$ 411,148.03	57%
Half	Segment B3	LS	\$ 370,758.00	\$ 252,441.07	\$ 118,316.93	68%
Klotz	TCP	LS	\$ 284,040.00	\$ 198,828.00	\$ 85,212.00	70%
TEDSI	Signals & Signing	LS	\$ 208,166.72	\$ 99,439.94	\$ 108,726.78	48%
Weisser	Survey	LS	\$ 251,840.54	\$ 246,166.82	\$ 5,673.72	98%
Weisser	ROW Mapping	LS	\$ 95,985.00	\$ 94,142.39	\$ 1,842.61	98%
HTS	Geotechnical	LS	\$ 91,333.00	\$ 91,333.00	\$ -	100%
Dannenbaum	Utility Coordination	T&M	\$ 116,451.55	\$ 71,818.90	\$ 44,632.65	62%
LTRA	SUE	LS	\$ 63,565.82	\$ 63,565.82	\$ -	100%
Dannenbaum	Direct Expenses	T&M	\$ 14,689.54	\$ 4,356.62	\$ 10,332.92	30%
TEDSI	Warrant Studies	LS	\$ 2,820.00	\$ 2,820.00	\$ -	100%
Extra (Binkley Barfield)			\$ (8.72)	\$ -	\$ (8.72)	0%
Extra (Half)			\$ (1.00)	\$ -	\$ (1.00)	0%
Extra (TEDSI)			\$ 9.28	\$ -	\$ 9.28	0%
Extra (Survey)			\$ 4,354.46	\$ -	\$ 4,354.46	0%
Extra (Geotech)			\$ 8,667.00	\$ -	\$ 8,667.00	0%
Phase I Total Invoiced			\$ 5,156,625.00	\$ 3,451,168.61	\$ 1,705,456.39	67%

DEC Phase II Invoice \$ 222,230.55  
Phase II Total Invoiced \$ 3,250,340.00 \$ 836,939.21  
Total DEC Invoice \$ -  
Total WP Invoice \$ 888,094.09  
\$ 8,406,965.00 \$ 4,285,675.24