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STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS THIRD 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 II 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:

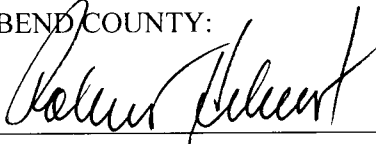
- A. An additional amount not-to-exceed \$610,000.00 shall be available for Phase II design services performed by Engineer as described in Exhibit A. The total cost for Phase I and Phase II of the Project shall not exceed \$11,016,303.00.
- B. No additional funding shall be available for services provided 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 Third Amendment and the Agreement, the provisions of this Third Amendment shall prevail.
- E. Attached hereto to this Amendment is Exhibit A, Scope of Work from Engineer and Fees dated May 16, 2014. 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
Fort Bend County

May 27, 2014
Date

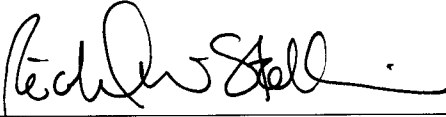
Attest:



Dianne Wilson, County Clerk

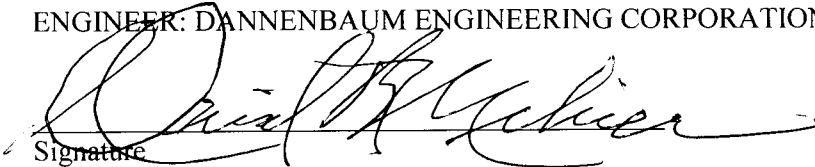


Approved: COUNTY ENGINEER



Richard W. Stolleis, P.E.

ENGINEER: DANNENBAUM ENGINEERING CORPORATION



Signature

5/19/14
Date


Printed Name:

David R. Milner

Title:

Vice President

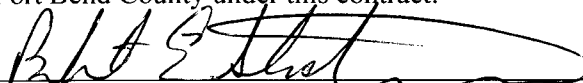
Attest:



MER:Dannenbaum.PSA.FM1093.AMEND.3976

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 11,016,303.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

May 19, 2014

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 II 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 a revised Environmental Assessment (EA), 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 for the proposed extension of the Westpark Tollway main lanes with frontage roads from east of FM 359/FM 1463 to west of Cross Creek Ranch; and the widening of FM 1093 from west of Cross Creek Ranch to James Lane in Fulshear 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 along the corridor. The evaluation of this plan would be at the same level of detail that has been performed for previous alternatives. The project length is approximately 4.2 miles. Approximately 80-feet to 100-feet of additional Right-of-Way south of the existing 100-foot wide METRO Right-of-Way would be required to implement the new plan.

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 II

May-14

WORK ELEMENT	Additional Engineering Costs 05/19/14
Advanced Planning	
Environmental (Klotz)	\$ 173,000.00
Schematic Design (Klotz)	\$ 115,000.00
Drainage Impact Report (Klotz)	\$ 62,000.00
Management & Engineering	
Management (DEC)	\$ 168,000.00
Segment B - Section 1 Design (Halff)	\$ 20,060.00
Segment B - Section 2 Design (DEC)	\$ -
Segment A Design (CivilCorp)	\$ 19,500.00
TCP Design (DEC)	\$ -
Traffic Engineering (Teds-Signing & Signals)	\$ -
Construction Management, Inspection & Mat'l Testing	
Description of work & costs to be part of release of subsequent Steps	TBD
Extras	
Survey (Weisser)	
ROW Parcel Mapping (Weisser)	\$ 52,333.00
Geotechnical (HTS)	\$ -
Utility Coordination (DEC)	\$ -
Totals	\$ 609,893.00

FM 1093 Westpark Extension
Phase II
Fee Summary

2013 METRO REVISION								
Subconsultant	Task	Type of Contract	Contract Amount	Invoiced - To Date	Amount Remaining	Percent Expended	Target	NOTES
Dannenbaum	Management	T&M	\$ 280,546.00	\$ 236,986.69	\$ 43,559.31	84%	\$ 168,000.00	
Dannenbaum	Segment B1	LS	\$ 443,710.00	\$ 604.50	\$ 443,105.50	0%		
Dannenbaum	TCP	LS	\$ 287,808.00	\$ 5,541.25	\$ 282,266.75	2%		
Dannenbaum	Utility Coordination	T&M	\$ 92,722.00	\$ 1,006.25	\$ 91,715.75	1%		
Dannenbaum	Direct Expenses	T&M	\$ 25,000.00	\$ 869.35	\$ 24,130.65	3%		
Klotz	EA	LS	\$ 297,135.00	\$ 267,420.83	\$ 29,714.17	90%	\$ 173,000.00	
Klotz	Schematic	LS	\$ 126,575.00	\$ 120,246.25	\$ 6,328.75	95%	\$ 115,000.00	
Klotz	Drainage Study	LS	\$ 66,080.00	\$ 62,776.00	\$ 3,304.00	95%	\$ 62,000.00	
Half	Segment B2	LS	\$ 586,500.00	\$ -	\$ 586,500.00	0%	\$ 20,060.00	
CivilCorp	Segment A	LS	\$ 536,527.00	\$ -	\$ 536,527.00	0%	\$ 19,500.00	
TEDSI	Signals & Signing	LS	\$ 200,182.00	\$ -	\$ 200,182.00	0%		
Weisser	ROW Mapping	LS	\$ 95,945.00	\$ 84,527.55	\$ 11,417.45	88%	\$ 52,333.00	
HTS	Geotechnical	LS	\$ 101,470.00	\$ 66,451.00	\$ 35,019.00	65%		
LTRA	SUE	LS	\$ 17,310.78	\$ 13,287.03	\$ 4,023.75	77%		
Costello	Drainage Analysis	LS	\$ 19,180.00					
Survey			\$ 50,000.00	\$ -	\$ 50,000.00	0%		
Geotech			\$ 13,530.00	\$ -	\$ 13,530.00	0%		
Utility			\$ 10,119.22	\$ -	\$ 10,119.22	0%		
Phase II Total Invoiced			\$ 3,250,340.00	\$ 859,716.70	\$ 2,371,443.30	26%	\$ 609,893.00	