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STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**SIXTH AMENDMENT TO  
AGREEMENT FOR ENGINEERING SERVICES  
PROJECT NO. 735A – MASON ROAD**

**THIS SIXTH 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, a Second Amendment dated November 9, 2010, a Third Amendment on January 4, 2011, a Fourth Amendment on September 6, 2011, and a Fifth Amendment on November 20, 2012 (hereinafter referred to as "prior Amendments"), for the expansion of Mason Road, Project No. 735A, 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:

1. An additional amount not-to-exceed \$10,000.00 shall be available for additional engineering services provided by Engineer in connection with the Project as described in Exhibit A.
2. Engineer's compensation for the Project shall not exceed \$1,018,235.00, which includes the following:
  - A. \$450,000.00 for services under the Agreement; and
  - B. \$250,000.00 for additional services under the First Amendment; and
  - C. \$100,000.00 for additional services under the Second Amendment; and
  - D. \$-0- under the Third Amendment (time extension only); and
  - E. \$82,000.00 for additional services under the Fourth Amendment; and
  - F. \$126,235.00 for additional services under the Fifth Amendment; and
  - G. \$10,000.00 for additional services under this Sixth Amendment.
3. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
4. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. If there is a conflict between this Sixth Amendment and the Agreement and prior Amendments, the provisions of this Second Amendment shall prevail.

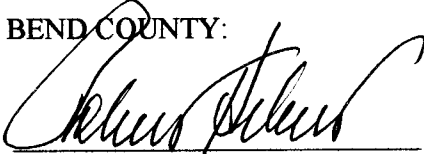
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## EXECUTION

This Sixth Amendment shall become effective upon execution by County.

FORT BEND COUNTY:

By:

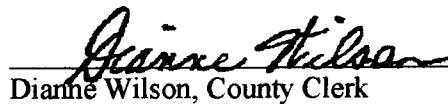
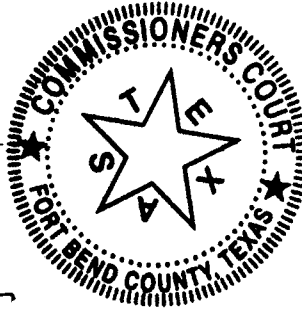


Robert E. Hebert, County Judge

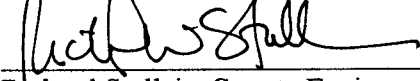
Date:

8-12-14

ATTEST:

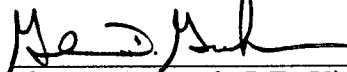
  
Dianne Wilson, County Clerk

APPROVED:

By:   
Richard Stolleis, County Engineer

8/6/14  
Date

ENGINEER: LANDTECH CONSULTANTS, INC.

  
Thomas A. Staudt, P.E., Vice President  
Glenn D. Graham

8/5/2014  
Date

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,018,235.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal from Engineer dated July 24, 2014

## Exhibit A

July 24, 2014

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

Re: Construction Phase Services for Mason Road (FBC Project No. 735a)      Project No. 300701.08  
Recommendation for Additional Fee Allocation

Dear Mr. Stolleis:

Landtech Consultants, Inc. has expended all available funds for the referenced project, but continuing construction phase work has been required to complete the project. We have estimated that an additional \$10,000.00 will be required to complete all services for the project. To date, Landtech has been authorized a total of \$40,000.00 in construction phase services for the Phase 1 and Phase 2 projects; increasing the allocation to \$50,000.00 still falls within the normal range of expenditures for these services. Construction phase services are billed on a time-and-materials basis, so only actual time spent will be invoiced to the County.

We recommend a contract amendment for Landtech in the amount of \$10,000.00, which will increase their total contact amount to \$1,018,235.00.

Thank you for your consideration of this request. Please call me if you have questions.

Sincerely,



Mark C. Dessens, P.E.  
Project Manager

MCD/md