

STATE OF TEXAS §  
COUNTY OF FORT BEND §

**SIXTH AMENDMENT TO  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJECT NO. 747 – RANSOM ROAD (WILLIAMS WAY)**

**THIS SIXTH AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Othon, Inc., (hereinafter "Engineer"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on April 22, 2008, (hereinafter "Agreement"), a First Amendment dated August 6, 2008, a Second Amendment on January 26, 2010, a Third Amendment dated January 4, 2011 which extended the time for completion of services only, a Fourth Amendment dated September 6, 2011 and a Fifth Amendment dated July 23, 2013, (hereinafter "Prior Amendments"), all incorporated by reference herein for all purposes, for the expansion of Ransom Road, (now known as Williams Way Boulevard), Project No. 747, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, (hereinafter "Project"); and

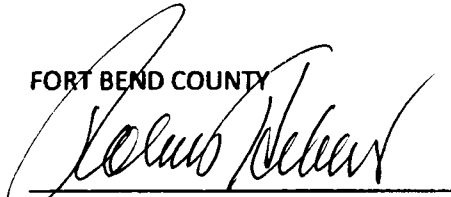
WHEREAS, the parties desire to further amend the agreement to include additional engineering services outside of the typical construction phase services as described in Exhibit A, attached hereto and incorporated herein for all purposes.

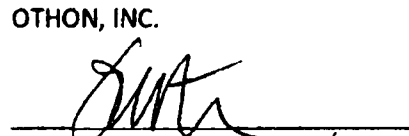
**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Engineer shall provide additional engineering services as described in Exhibit A for an amount not to exceed forty-three thousand dollars and no/100 (\$43,000.00).
2. The Maximum Compensation shall be increased to an amount not exceed one million four hundred five thousand dollars and no/100 (\$1,405,000.00) under the Agreement, the Prior Amendments and this Sixth Amendment, as follows:
  - A. \$740,000.00 for services under the Agreement;
  - B. \$30,000.00 for additional services under the First Amendment;
  - C. \$400,000.00 for additional services under the Second Amendment;
  - D. \$-0- under the Third Amendment (time extension only);
  - E. \$165,000.00 for additional services under the Fourth Amendment;
  - F. \$27,000.00 for additional services under the Fifth Amendment; and
  - G. \$43,000.00 for additional services under this Sixth Amendment.
3. In no case shall the amount paid by County to Engineer under the Agreement, the Prior Amendments or this Sixth Amendment exceed the Maximum Compensation without an approved change order.

4. The time for performance of the Services shall be extended to terminate on or before August 31, 2015.
5. If there is a conflict between this Sixth Amendment, the Agreement and/or any of the Prior Amendments, the provisions of this Sixth Amendment shall prevail.

Except as provided herein, all terms and conditions of the Agreement and Prior Amendments shall remain unchanged.

FORT BEND COUNTY  
  
 Robert E. Hebert, County Judge

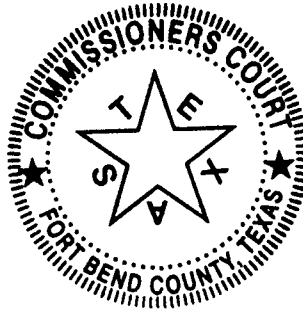
OTHON, INC.  
  
 William Othon, P.E., President


1-6-2015  
 Date

December 29, 2014  
 Date

ATTEST:

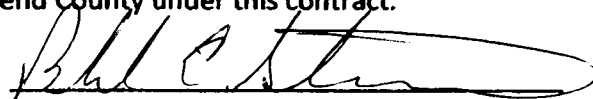
  
 County Clerk



APPROVED:  
  
 Richard W. Stolleis, P.E., County Engineer

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$1,405,000.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
 Robert Edward Sturdivant, County Auditor

# EXHIBIT A



OTHON, INC.  
11111 Wilcrest Green, Suite 128  
Houston, Texas 77042

CONSULTING ENGINEERS  
Civil, Transportation, Environmental  
Construction Management

713.975.8555 TELEPHONE  
713.975.9068 FAX  
othoncorp@othon.com EMAIL  
<http://www.othon.com> WEBSITE

December 23, 2014

Mr. Mark Dessens, P.E.  
Shaumburg & Polk, Inc.  
11767 Katy Freeway, Suite 900  
Houston, Texas 77079

Re: Williams Way (aka Ransom Road Project)  
Phase 2 -Wheaton Street to Pilgrim Road  
FBC Project No. 747

Dear Mr. Dessens:

In February 2014 the design services for the widening of Williams Way (the "Project") was completed with the delivery of signed and sealed construction documents and the Project was subsequently let and awarded in March 2014. During the initial phase of construction, additional engineering services outside the typical construction phase services of the contract have become necessary. The item is briefly identified as follows:

1. Design for relocation of existing 12" waterline from Hillcrest Ave to Legion St and upgrade of 12" WL to 16" Waterline from approximately Legion St to Golfview. Approximate Stations 17+00 to 36+50 (1,950 LF). Estimated Engineering Services Fee - \$15,000.00.
2. Hillcrest Intersection Redesign to accommodate TxDOT Bridge at Rabb's Bayou: provide engineering services for modification to Williams Way Intersection at Hillcrest Drive including revision to vertical profile, intersection contouring, redesign of storm sewer elements and coordination of the design with TxDOT and their consultants. Estimated Engineering Fee - \$28,000.00

The estimated total cost of the additional services is \$43,000.00. A detailed breakdown of these costs will be provided upon request.

We respectfully request your review and consideration of this cost proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles A. Othon".

Charles A. Othon  
Senior Vice President  
Othon, Inc.

cc: Mr. F. William Othon, P.E.



## DESCRIPTIONS (Continued from Page 1)

General Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Fort Bend County and the members of Commissioners Court only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.