

19K

STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES**

**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 KLOTZ ASSOCIATES, INC., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

**RECITALS**

WHEREAS, on or about March 4, 2008, County and Engineer entered into an Agreement for Engineering Services, (hereinafter referred to as the "Agreement"), for general engineering consulting services related to the 2007 Mobility Bond Project, (hereinafter referred to as the "Project"); and,

WHEREAS, County and Engineer entered into a First Amendment to the Agreement on August 25, 2009 (hereinafter referred to as "First Amendment"), and the Second Amendment dated February 10, 2015, (hereinafter referred to as "Second Amendment") to allow for additional general engineering consulting services; and,

WHEREAS, County and Engineer desire to further amend said Agreement to add professional engineering and project management services related to the 2000 Mobility Bond Project and the 2007 Mobility Bond Project.

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

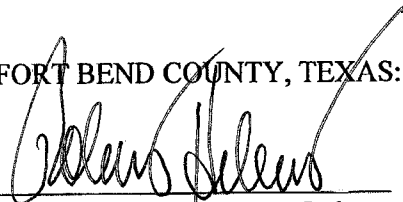
1. An additional amount not-to-exceed \$145,000.00 shall be available for additional services as described in Exhibit A attached hereto to be provided by Engineer as requested by County.
2. Engineer's compensation for the Project shall not exceed a total maximum compensation in an amount not to exceed \$998,269.36, authorized as follows:
  - a. Original Agreement not to exceed: \$300,000.00;
  - b. First Amendment not to exceed: \$211,834.68;
  - c. Second Amendment not to exceed: \$341,434.68; and this
  - d. Third Amendment not to exceed: \$145,000.00
3. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
4. The parties agree, except as modified herein, in First Amendment, Second Amendment, and in the Agreement remained in full force and effect to date, has not been modified or amended and, shall continue until December 31, 2018.

5. If there is a conflict between this Third Amendment, the Second Amendment, the First Amendment and the Agreement, the provisions of this Third Amendment shall prevail.

EXECUTION

This Third Amendment shall become effective upon execution by County.

FORT BEND COUNTY, TEXAS:



Robert E. Hebert, County Judge

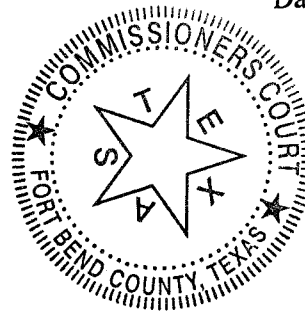
9-1-2015

Date

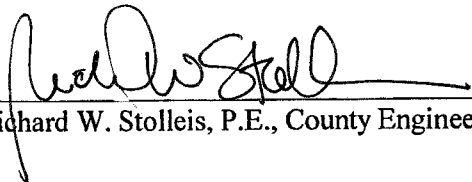
ATTEST:



Laura Richard, County Clerk



APPROVED: COUNTY ENGINEER



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

Date

ENGINEER: KLOTZ ASSOCIATES, INC.

  
Authorized Agent – Signature

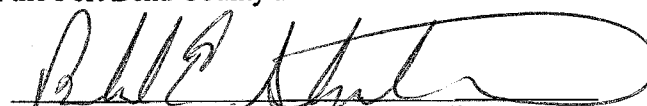
8/26/2015

Date

*David C. Balmos, Vice President*  
Authorized Agent – Printed Name and Title


AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 998,262.36 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Ed Sturdivant, Fort Bend County Auditor

MDS

# EXHIBIT A

klotz  associates

1160 Dairy Ashford, Suite 500  
Houston, Texas 77079  
T 281.589.7257 F 281.589.7309  
houston.office@klotz.com

June 4, 2015

Mr. Richard Stolleis, P.E.  
Fort Bend County Engineering  
301 Jackson Street  
Richmond, Texas 77469

Re: Proposal for Supplemental Services on the 2007 Bond Projects  
PO # 13703, Klotz Project Number 0262.014.000

Dear Mr. Stolleis:

I am pleased to submit this proposal to provide additional project management services as requested by the County on the 2007 Bond Projects. We propose the following fee on a time and material basis:

Trammel Fresno Construction Phase Services	\$ 125,000.00
Chimney Rock Project Management	\$ 20,000.00
Total	\$ 145,000.00

Thank you for the opportunity to submit this proposal and we look forward to successful projects. Should you have any questions, please call me at 281-589-7257.

Sincerely,



Donald M. Durgin, P.E.  
Mobility Department Manager

DMD:mv