

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**THIRD AMENDMENT TO AGREEMENT FOR  
 PROFESSIONAL ENGINEERING SERVICES**

**THIS THIRD 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 Aguirre & Fields, LP, (hereinafter “Contractor”), 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 March 22, 2016, pursuant to SOQ 14-025, which was subsequently amended on August 28, 2018, and on August 23, 2022, (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided, extend the time of performance, and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional one hundred seventeen thousand five hundred fifty-nine dollars and 00/100 (\$117,559.00), for the services as described in Contractor’s revised fee schedule for professional engineering services dated June 16, 2023, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to a total amount not to exceed one million, thirty-nine thousand, six hundred eighty-nine dollars and 75/100 cents (\$1,039,689.75), authorized as follows:
  - \$ 684,751.00 under the Agreement; and
  - \$ 212,379.75 under this Amendment; and
  - \$ 25,000.00 under the Second Amendment; and
  - \$ 117,559.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

4. The time of performance of the Scope of Services under this Agreement shall be extended to end no later than December 31, 2024. Contractor shall complete the tasks described in the Scope of Services for this Project, within this time or within such additional time as may be extended by the County.

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

[EXECUTION PAGE FOLLOWS]

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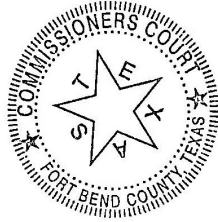
FORT BEND COUNTY

KP George  
County Judge KP George  
KP George, County Judge

AGUIRRE & FIELDS, LP  
Aquirre, LLC - General Partner

Oscar R. Aguirre  
Authorized Agent – Signature

July 11, 2023  
Date



Oscar R. Aguirre, P.E.  
Authorized Agent – Printed Name

ATTEST:

President  
Title

Laura Richard  
Laura Richard, County Clerk

June 15, 2023  
Date

APPROVED:

J. Stacy Slawinski  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

LaNetra S. Lary  
LaNetra S. Lary, Assistant County Attorney  
Chief, General Counsel Division

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 1,039,689.75  
to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2023 Agreements\Engineering\Aguirre & Fields (18-Eng-500057-A3)\Amend 3 - Greenbusch.14-025 (Isl 6.2.23).docx.

# EXHIBIT A



FEE SCHEDULE - LEVEL OF EFFORT (EXHIBIT E -LOE)  
Project Name: Greenbusch (Design & TCP Changes)

Task	Units	Quantity	MH/Unit	Project Manager	Engineer Design	SR Engineer	SR BRDG Engineer	Eng. Tech - SR	Cadd Operator	Admin	Total	Total
<b>BASIC SERVICES</b>												<b>\$0.00</b>
<b>Greenbusch Trunk Line and TCP Redesign</b>												<b>\$87,074.00</b>
Project Management and Coordination	Lump Sum			12		12				4	28	\$7,722.00
Plan Review & Alternative Rollplots (Design & TCP) (Hours spent through 4/13/23)	Lump Sum			36		20		42	8		106	\$26,650.00
Update P&P sheets (North of Bridge)	Lump Sum			4		24		64	24		116	\$23,764.00
Revise TCP Plans (North of Bridge)	Lump Sum			8		24		36	24		92	\$19,604.00
Update Quatnities	Lump Sum			4	8			16			28	\$5,746.00
QAQC	Lump Sum			4		8					12	\$3,588.00
<b>Total</b>				<b>68</b>	<b>8</b>	<b>88</b>		<b>158</b>	<b>56</b>	<b>4</b>	<b>382</b>	
<b>Labor Raw Rate Per Hour</b>				<b>\$100.00</b>	<b>\$51.00</b>	<b>\$88.00</b>	<b>\$88.00</b>	<b>\$60.00</b>	<b>\$40.00</b>	<b>\$30.00</b>		
<b>Labor Billing Rate Per Hour</b>				<b>\$325.00</b>	<b>\$165.75</b>	<b>\$286.00</b>	<b>\$286.00</b>	<b>\$195.00</b>	<b>\$130.00</b>	<b>\$97.50</b>		
<b>Total</b>				<b>\$22,100.00</b>	<b>\$1,326.00</b>	<b>\$25,168.00</b>	<b>\$0.00</b>	<b>\$30,810.00</b>	<b>\$7,280.00</b>	<b>\$390.00</b>		<b>\$87,074.00</b>

FEE SCHEDULE - LEVEL OF EFFORT (EXHIBIT E -LOE)  
Project Name: Greenbusch (CPS Additional Effort)

Task	Units	Quantity	MH/Unit	Project Manager	Engineer Design	SR DRN Engineer		Eng. Tech - SR	Cadd Operator	Admin	Total	Total
<b>BASIC SERVICES</b>												<b>\$0.00</b>
<b>CPS Services</b>												<b>\$30,485.00</b>
Additional CPS (Assume 10 months)	TBD			20		60		30		10	120	
<b>Total</b>				<b>20</b>		<b>60</b>		<b>30</b>		<b>10</b>	<b>120</b>	
<b>Labor Raw Rate Per Hour</b>				<b>\$100.00</b>	<b>\$51.00</b>	<b>\$88.00</b>		<b>\$60.00</b>	<b>\$40.00</b>	<b>\$30.00</b>		
<b>Labor Billing Rate Per Hour</b>				<b>\$325.00</b>	<b>\$165.75</b>	<b>\$286.00</b>		<b>\$195.00</b>	<b>\$130.00</b>	<b>\$97.50</b>		
<b>Total</b>				<b>\$6,500.00</b>	<b>\$0.00</b>	<b>\$17,160.00</b>		<b>\$5,850.00</b>	<b>\$0.00</b>	<b>\$975.00</b>		<b>\$30,485.00</b>

SUMMARY OF CONTRACT REVISIONS

Greenbusch Project 13312	Date	Contract Amount	Revision Value
P.O. Number 138400	4/19/2016	\$ 684,751.00	
Scope Change - 2 phase construction package, redesign south as 2-lane section	6/27/2018	\$ 897,130.75	\$ 212,379.75
Supplement for Construction Phase Services	7/22/2022	\$ 922,130.75	\$ 25,000.00
Supplement for redesign of TCP and trunk line, additional CPS	4/16/2023	\$ 1,039,689.75	\$ 117,559.00

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Aguirre & Fields, LP  
Sugar Land, TX United States

**Certificate Number:**  
2023-1035208

**Date Filed:**  
06/15/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

County of Fort Bend, Texas

**Date Acknowledged:**  
07/11/2023

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

13312  
3rd Amendment to Professional Engineering Services for the Greenbusch Road Improvements Project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williams, Ryan J.	Austin, TX United States	X	
	Schluter , Eric C.	Fort Worth, TX United States	X	
	Lubitz , David J.	Austin, TX United States	X	
	Lee, Eugene J.	Fort Worth, TX United States	X	
	Lee, Roger O.	Sugar Land, TX United States	X	
	Hazzard , Elizabeth A.	Oklahoma City, TX United States	X	
	Hahn, Paul R.	Austin, TX United States	X	
	Ingram, Noelle H.	Sugar Land, TX United States	X	
	Gribble, Mark D.	Sugar Land, TX United States	X	
	Garcia, Alex	Fort Worth, TX United States	X	
	DeBord, Aaron S.	Sugar Land, TX United States	X	
	Crosby, Christine R.	Sugar Land, TX United States	X	
	Carle, Rick A.	Sugar Land, TX United States	X	
	Arastoo, Mahsa	Sugar Land, TX United States	X	
	Ahmed, Nazeer M.	Sugar Land, TX United States	X	
	Aguirre , Oscar R.	Sugar Land, TX United States	X	
	Aguirre, LLC - General Partner	Sugar Land, TX United States	X	

