

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: April 22, 2009 Submitted By: Laura Dougherty
Court Agenda Date: April 28, 2009 Department: Facilities Management & Planning
Phone Number: 281-633-7017

SUMMARY OF ITEM:
Approve Second Amendment to the Agreement with Paradigm Consultants Inc., in the amount of \$ 16,500.00, for a total contract amount of \$206,676.00 for Engineering Services relating to the Jail Expansion Project.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: 732418888 Account Number:
Activity (If Applicable): P418B-06Jail Exp

DESCRIPTION OF LAWSON ACCOUNT: Jail Expansion

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

5-1-09 3 origis. ret. to Laura at Facilities

STATE OF TEXAS §
COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:
§

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

THIS SECOND AMENDMENT to the Agreement for Professional Engineering Services is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and Paradigm Consultants, Inc., hereinafter referred to as "Consultant," authorized to conduct business in the State of Texas.

RECITALS:

County and Consultant previously entered an Agreement for Professional Engineering Services dated April 24, 2007 (hereinafter referred to as the "Agreement") and a First Amendment to the Agreement dated August 28, 2007 (hereinafter referred to as "First Amendment") for professional geotechnical services for the construction of administrative office buildings on Ransom Road in Richmond, Fort Bend County, Texas. County and Consultant now desire to further amend said Agreement as set forth below.

AGREEMENT

For and in consideration of the premises and the mutual promises, obligations, and benefits contained herein, the County and Consultant hereby agree as follows:

1. County desires Consultant to provide additional geotechnical services for the Fort Bend County Jail Expansion Project, hereinafter referred to as "Project," as described in Exhibit A, attached hereto to this Second Amendment and incorporated by reference as if set forth verbatim for all purposes. County and Consultant desire to execute and enter into this Second Amendment for the purpose of setting forth their agreement with regard to the foregoing.
2. Consultant agrees to complete the services called for in Exhibit A within 60 calendar days from the date of this Second Amendment.
3. For and in consideration of the services rendered by the Consultant, and subject to the limit of appropriation under Section 4 below, County shall pay to the Consultant an amount not to exceed \$16,500.00 for additional services as described in Exhibit A, including reimbursable expenses, if any.
4. Prior to the execution of this Amendment, Consultant has been advised by County, and Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$206,676.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities, which may be incurred by County for all services provided by Consultant for the Project. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that

the total maximum compensation that Consultant may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$206,676.00 for described scope of work in Exhibit A.

5. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon County and Consultant under the Agreement for the construction of administrative office buildings on Ransom Road in Richmond, Fort Bend County, Texas, shall be imposed upon both County and Consultant, respectively, for construction materials testing services for the Fort Bend County Jail Expansion Project, and except as herein modified, all agreements and representations made by County and Consultant in the Agreement, shall be the agreements and representations of both County and Consultant, respectively, and shall apply to the construction materials testing services for the Fort Bend County Jail Expansion Project.
6. This Second Amendment is hereby attached to the Agreement dated April 24, 2007, and First Amendment dated August 28, 2007 and incorporated by reference as if set forth herein verbatim for all purposes.
7. Attached hereto to this Amendment is Exhibit A, proposal from Consultant dated April 8, 2009, incorporated by reference as if set forth herein verbatim for all purposes.

IN WITNESS WHEREOF, County and Consultant have caused their respective duly authorized representatives to execute, seal and deliver this Amendment.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

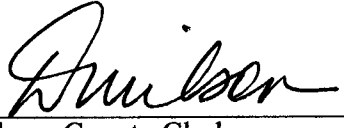
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

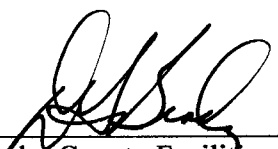
FORT BEND COUNTY:


Robert E. Hebert, County Judge

4-28-09
Date

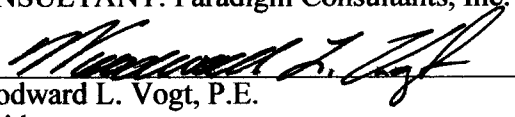
Attest:


Dianne Wilson, County Clerk

APPROVED:
By: 

Don Brady, County Facilities
Management & Planning Director

4-22-09
Date

CONSULTANT: Paradigm Consultants, Inc.


Woodward L. Vogt, P.E.
President

4-20-2009
Date

MER:Paradigm Material Testing Amendment.JE.2nd Amendment.3689(04152009)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$16,500.⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A: April 8, 2009 Proposal from Consultant

Exhibit A

FIN 1310



Paradigm
Consultants, Inc.

2501 Central Parkway
Suite A3
Houston, Texas 77092

Tel: 713.686.6771
Fax: 713.686.6795
paradigmconsultants.com

April 8, 2009

Fort Bend County
Attention: Mr. Don Brady
1124 Blume Road
Rosenberg, Texas 77471

2/21

Re: Fort Bend County Jail Expansion

Dear Mr. Brady:

On February 24, 2009, Greg Hartwig and John Pearson of Paradigm Consultants, Inc. met with Mr. Steve Ohm and Mr. Andy Tandon at the job site to discuss outstanding invoices and the remaining testing to be performed on the project. It was decided that the remainder of the testing would be needed on the paving subgrade (soils), concrete for paving, and re-inspections for some of the field welded connections.

To complete the projected scope as determined by the contractor, we will need \$16,500. The extent of testing and the actual cost will depend on the contractor and how the work is scheduled.

If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,
Paradigm Consultants, Inc.

A handwritten signature in black ink, appearing to read "John D. Pearson", is written over the typed name.

John D. Pearson
Senior Project Manager

FM90343

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/31/2008
PRODUCER Bowen, Miclette & Britt, Inc. 1111 North Loop West Suite 400 Houston TX 77008	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Paradigm Consultants, Inc. 2501 Central Parkway, Suite A3 Houston TX 77092	INSURERS AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Amerisure Mutual Insurance Co INSURER C: INSURER D: INSURER E:	NAIC # 19488 23396

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CPP2024925	11/1/2008	11/1/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	CA2024926	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY				OTHER THAN AUTO ONLY: EA ACC \$
	<input type="checkbox"/> ANY AUTO				AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2024924	11/1/2008	11/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.
 Re: Fort Bend County Jail Expansion When required by written contract, those Parties listed in said contract, including the certificate holder, Fort Bend County, Texas (a political sub-division of the State of Texas) aka Fort Bend County Court, including elected officials, and employees are added as an Additional Insured excluding Workers' Compensation and Employers' Liability but limited to the operations of the Named Insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER Fort Bend County 4520 Reading Road, Suite A Rosenberg TX 77471	CANCELLATION Except 10 Day Notice for Non Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.