

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 719 – BURNEY ROAD**

THIS SECOND 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 CLR, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about September 1, 2009, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” and a First Amendment on February 2, 2010, (hereinafter referred to as “First Amendment,”) for the expansion of Burney Road, Project No. 719, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Engineer shall provide the services as described in Exhibit A, Letter from Schaumburg & Polk, Inc. dated August 25, 2011.
2. An additional amount not-to-exceed \$46,100.00 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Engineer for services provided shall not exceed \$511,100.00, including all expenses, if any, as follows:
 - A. \$465,000.00 for services under the Agreement;
 - B. \$-0- under the First Amendment (time extension only)
 - C. \$46,100.00 for additional services under this Second Amendment
3. This Second Amendment shall extend the time for Engineer to provide approved services for the Project until December 31, 2012.
4. No additional funding shall be available for services provided under the Agreement or First Amendment without prior written consent of the Fort Bend County Commissioners Court.

5. Except as modified herein, the Agreement and First Amendment remain in full force and effect and has not been modified or amended.
6. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated August 25, 2011 regarding additional services. The Agreement and First Amendment are incorporated by reference as if set forth therein verbatim for all purposes.
7. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

EXECUTION

This Second Amendment shall not become effective until executed by County.

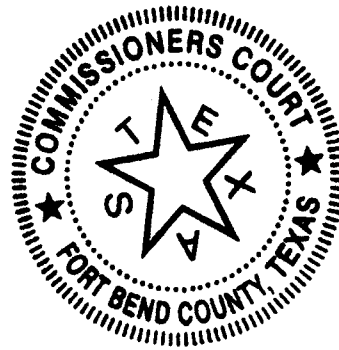
FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

9-6-2011
Date

Attest:

Dianne Wilson
Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier
D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: CLR, INC.

Kyle A. Bertrand
Kyle A. Bertrand, P.E., Senior Vice President

Aug 30, 2011
Date

Attest:

[Signature] PRESIDENT

MER:Engineering Services Agreement.CLR.3791-719.2nd.AMEND

ref additional
AUDITOR'S CERTIFICATE

I hereby certify that ^{ref additional} funds are available in the amount of \$ 46,100.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A



August 25, 2011

Mr. D. Jesse Hegemier, P.E.
County Engineer
Fort Bend County
1124 Blume Road
Rosenberg, Texas 77471

Re: Burney Road (FBC Project No. 719)
Contract Amendment No. 2 for CLR, Inc.

Project No. 300701.02

Dear Mr. Hegemier:

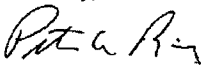
The purpose of this letter is to provide supporting information for CLR's request for additional compensation for the Burney Road Project. The current contract amount is for \$465,000.00. This request is for an additional \$46,100.00, for a total contract amount of \$511,100.00. The request is attributed to the following modifications to the scope of work negotiated in the original contract.

After detailed traffic control design was begun, it was noted that temporary traffic signals were unavoidable at West Airport Blvd and at Voss Blvd. Additional corner clips are required at Blue Falls Dr and an additional drainage easement is required. The surveying, mapping, and design efforts associated with this work are included as part of this contract supplement.

A second amendment to CLR's contract will have to be approved in Commissioners' Court. We have reviewed the scope and fee estimate, and recommend approval of the amendment. Upon your approval, I'll notify the County Attorney's office for scheduling on their agenda.

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

Sincerely,


Peter A. Ring, P.E.

PAR/tb