

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND §

**SEVENTH AMENDMENT TO  
 PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
 PROJECT NO. 703 – FALCON LANDING BOULEVARD**

**THIS SEVENTH 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 HUITT-ZOLLARS, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about February 26, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” and six (6) prior amendments, hereinafter referred to as “Prior Amendments,” for the expansion of Falcon Landing Blvd, Project No. 703, 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 for additional services as described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes, and an extension of the time for performance of the services provided under the Agreement and prior amendments.

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

**AGREEMENT**

1. Engineer shall provide the additional services as described in Exhibit A, letter from Schaumburg & Polk, Inc. dated December 14, 2012.
2. Section 2.01 the Agreement is hereby amended as follows:

“For and in consideration of the services rendered by Engineer in Exhibit A, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$545,950.00, including all expenses, if any, as follows:

- A. \$410,000.00 for services under the Agreement;
- B. \$-0- under the First Amendment (time extension only);
- C. \$35,000.00 for additional services under the Second Amendment;
- D. \$52,000.00 for additional services under this Third Amendment;
- E. \$-0- under the Fourth Amendment (time extension only);
- F. \$22,450.00 for additional services under the Fifth Amendment;
- G. \$21,000.00 for additional services under this Sixth Amendment.
- H. \$5,500.00 for additional services under this Seventh Amendment

3. Section XVI of the Agreement is hereby amended as follows:

16.01 “Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$545,950.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.”

16.02 “Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$545,950.00 for described scope of services in all executed Work Authorizations.”


4. Engineer shall complete the services described in this Seventh Amendment on or before July 1, 2013.
5. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated December 14, 2012, incorporated by reference as if set forth therein verbatim for all purposes.
6. Except as modified herein, the Agreement and previous amendments remain in full force and effect and has not been modified or amended.
7. If there is a conflict between this Seventh Amendment and the Agreement and Prior Amendments, the provisions of this Seventh Amendment shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

EXECUTION


This Seventh Amendment shall become effective upon execution by County.

FORT BEND COUNTY

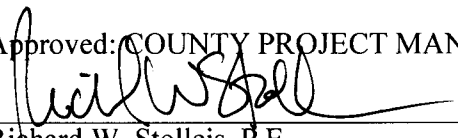
  
Robert E. Hebert, County Judge

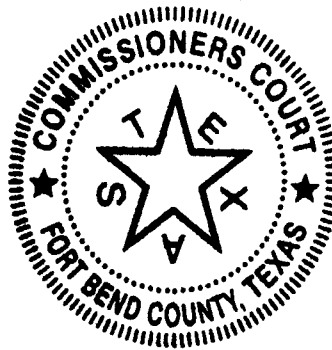
1-29-2013  
Date

Attest:


  
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

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



ENGINEER: HUITT-ZOLLARS, INC.

  
Gregory R. Wine, P.E., Senior Vice President

1-15-13  
Date

Attest:

MER:Engineering Services Agreement.Huitt-Zollars.3791-703- 7th<sup>th</sup> Amendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 545,950.00 to pay the obligation of Fort Bend County under this Agreement.

  
Ed Sturdivant, County Auditor

Exhibit A



December 14, 2012

Mr. Richard W. Stolleis, P.E.  
County Engineer  
Fort Bend County  
1124 Blume Road  
Rosenberg, Texas 77471

Re: Invoice No. 29 for Falcon Landing (FBC Project No. 703)  
Contract Amendment Recommendation

Project No. 300701.01

Dear Mr. Stolleis:

Huitt-Zollars has requested an additional \$7,500.00 in authorization for construction phase services (see attached request letter). To date, they have been authorized \$10,892.00 for these services, which is less than what is typically authorized but what remained in their contract at that time. There are unused funds in their contract which amount to about \$2,000, and these funds can be transferred into the work authorization for construction phase services. The transfer of funds leaves a need for \$5,500.00, which would need to be secured by a contract amendment.

We recommend a contract amendment for Huitt-Zollars in the amount of \$5,500.00, which would bring their total contract amount to \$545,950.00. All remaining efforts by Huitt-Zollars are to be billed on an hourly basis, so it is possible that some funds will remain when the contract is complete.

We also recommend a time extension to their contract, so that the contract terminates on July 1, 2013.

Please call me if you have any questions.

Sincerely,

Mark C. Dessens, P.E.  
Project Manager

MCD/md  
Enclosure

December 5, 2012

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

Reference: Proposal for Additional Authorization for Completion of Construction Phase Services  
**Falcon Landing Boulevard**  
Fort Bend County 2007 Mobility Bond, Project No. 703  
SWA#1 of WA#5  
Huitt-Zollars Job No.: 02-1156-01

Dear Mr. Dessens:

Huitt-Zollars, Inc. (Huitt-Zollars) requests issuance of Supplemental Work Authorization (SWA) #1 to Work Authorization (WA) #5 dated November 17, 2011 for additional authorization to complete the associated scope for the construction phase engineering services on referenced project.

This work will be completed on an hourly not-to-exceed basis in accordance with our contract to the amount authorized by Fort Bend County.

Our proposed hourly not-to-exceed budget is estimated at \$7,500.00. This amount will not be exceeded without written authorization from Fort Bend County.

We anticipate completion of the construction of this project by March 2013. Therefore, we also request the termination date for WA#5 be extended by SWA #1 to April 1, 2013.

Please call me if you have any questions or require further information. Thank you.

Sincerely,  
**Huitt-Zollars, Inc.**



Gregory R. Wine, P.E., LEED AP  
Senior Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231		<b>CONTACT NAME:</b> Judy Hays <b>PHONE (A/C, No, Ext):</b> 972-770-1638 <b>E-MAIL ADDRESS:</b> judy_hays@mhbt.com <b>FAX (A/C, No):</b> 972-376-8194	
<b>INSURED</b> Huitt-Zollars, Inc. 1717 McKinney Ave., Ste. 1400 Dallas TX 75202-1236		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Twin City Fire Insurance Co. <b>NAIC #</b> 29459 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 673358208

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			46UUNLJ3272	8/1/2012	8/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1000000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COM/PROP AGG \$2000000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46UENKN1126	8/1/2012	8/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			46XHURJ8271	8/1/2012	8/1/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	46WEZU9569	8/1/2012	8/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1000000 E L DISEASE - EA EMPLOYEE \$1000000 E L DISEASE - POLICY LIMIT \$1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured form #HG0001 edition 06/05 applies to the General & Auto Liability policy.

Certificate Holder is named as an Additional Insured per the above form(s) including Primary and Non Contributory status but only to the extent that the limits and forms are required to satisfy the terms of a written contract.  
Project: 02115601

RE: Falcon Landing Blvd, Project No. 703

## CERTIFICATE HOLDER

## CANCELLATION

Fort Bend County Attn: Pete Ring P.E. c/o Schaumburg & Polk, Inc. 11767 Katy Freeway, Suite 900 Houston TX 77079	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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