

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 718 & 769 – BRAND LANE**

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 SES HORIZON CONSULTING ENGINEERS, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about June 10, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” a First Amendment on February 2, 2010, (hereinafter referred to as “First Amendment,”) and a Second Amendment on September 6, 2011, (hereinafter referred to as “Second Amendment”) for the expansion of Brand Lane, Project No. 718 & 769, 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 provide for additional services and 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 April 26, 2013.
2. An additional amount not-to-exceed \$99,437.00 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 \$790,437.00, including all expenses, if any, as follows:
 - A. \$650,000.00 for services under the Agreement;
 - B. \$-0- under the First Amendment (time extension only)
 - C. \$41,000.00 for additional services under the Second Amendment
 - D. \$99,437.00 for additional services under this Third Amendment.
3. This Third Amendment shall extend the time for Engineer to provide approved services for the Project until December 31, 2014.
4. No additional funding shall be available for services provided under the Agreement, First & Second Amendment or this Third Amendment without prior written consent of the Fort Bend County Commissioners Court.

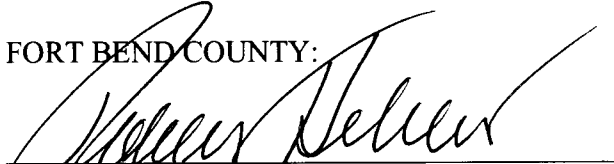
5. Except as modified herein, the Agreement, First & Second Amendment remain in full force and effect and has not been modified or amended.
6. Attached hereto is Exhibit A – letter from Schaumburg & Polk, Inc. dated April 26, 2013 regarding additional services. The Agreement, First & Second Amendment are incorporated by reference as if set forth therein verbatim for all purposes.
7. If there is a conflict between this Third Amendment and the Agreement, First & Second Amendment, the provisions of this Third Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Third Amendment shall become effective upon execution by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

5-7-2013
Date

Attest:


Dianne Wilson, County Clerk

Approved, COUNTY PROJECT MANAGER


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



ENGINEER: SES HORIZON CONSULTING ENGINEERS, INC.

E.E. Sr. A.E.
Signature

4-30-2013
Date

Printed Name & Title: EPITANIO E. SAUZA JR., P.E.
PRINCIPAL

Attest:

Epitacio E. Sauza, P.E.

MER:Engineering Services Agreement.SES.3791-718&769.3rd.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$790,437.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A



April 26, 2013

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

Re: Brand Lane Reconstruction (Project Nos. 718 and 769) Project No. 300701.13
Contract Amendment for SES Horizon Consulting Engineers, Inc.

Dear Mr. Stolleis:

Several tasks have been added to the Brand Lane project that were not included in the original scope of work for SES Horizon. These tasks include the following:

- Inclusion of a Fort Bend WCID No. 2 water line into the pavement reconstruction plans. The County and WCID 2 agreed to include the water line into the pavement plans, subject to full reimbursement to the County by WCID 2. The interlocal agreement, which is being prepared, will include reimbursement to the County of SES Horizon's fee of \$23,512.00 for design and coordination efforts.
- Revision of the storm sewer to reflect recent changes to the Stafford Run model. The Fort Bend County Drainage District recently completed a new model of the channel, resulting in a lower water surface elevation. SES Horizon is requesting an additional fee of \$50,925.00 to revise their hydraulic calculations and drawings. SES Horizon estimates that the revised storm sewer will result in a construction cost savings to the County of approximately \$257,000.
- Construction phase services. These services were not included in the original contract, but construction is imminent. SPI recommends an addition of \$25,000.00 for these services, to be billed on a time-and-materials basis.

Adding these tasks and associated fees requires a contract amendment for SES Horizon. The total amount of the amendment, based on the three items above, is recommended to be \$99,437.00. This amendment will result in a total contract amount of \$790,437.00. SPI also recommends that the contract termination date be extended to be December 31, 2014.

11767 Katy Freeway, Ste 800 Houston, Texas 77079 www.spi-eng.com 281.922.0487 P 281.922.9924 F

Mr. Richard W. Stolleis, P.E.
April 26, 2013
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SES Horizon has submitted a level-of-effort breakdown for the first two tasks, and these breakdowns are attached for your review. We have reviewed the levels of effort, and find them to be reasonable considering the scope of work required.

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

Sincerely,



Mark C. Dessens, P.E.
Project Manager

MCD/md
Enclosure

 SCHAUMBURG & POLK

Total Fee Summary	
2007 Fort Bend County Mobility Program	
Brand Lane, Avenue E to U.S. 90A	
Fort Bend County Project No. 718/769	
Sponsor: Fort Bend County	
Description: Reconstruct exist 2-lane rural to 4-lane curb/gutter with storm sewer	
Date: 01/28/2013	
SES Horizon Labor=	\$23,512
SES Horizon Expenses=	\$0
SES Horizon Total=	\$23,512
Sub Labor=	\$0 <--- N/A
Sub Expenses=	\$0
Sub Total=	\$0
Other Subs	
Survey=	\$0 <--- N/A
Geotechnical=	\$0 <--- N/A
Environmental=	\$0 <--- N/A
Project Total Fee=	\$23,512

**SES Horizon Fee Summary
2007 Fort Bend County Mobility Program
Brand Lane, Avenue E to U.S. 90A**

Sponsor: Fort Bend County
Date: 01/28/2013

LABOR

Classification	Hours	Rate	Labor
Principal	20	\$67.33	\$1,346.60
Project Coordinator	0	\$48.00	\$0.00
Structural Engineer	0	\$48.00	\$0.00
Senior Engineer	80	\$42.33	\$3,386.40
Engineer	68	\$40.00	\$2,720.00
Engineering Technician	16	\$25.33	\$405.28
Technician	0	\$19.67	\$0.00
Administration	0	\$16.67	\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
Total Labor	184		\$7,858.28
OVERHEAD	172.00%		\$13,518.24
OPERATING MARGIN	10%		\$2,137.45
EXPENSES			\$0.00
FEE			\$23,511.97

2007 Fort Bend County Mobility Program
Fort Bend County Project No. 718769
Sponsor: Fort Bend County
Brand Lane, Avenue E to U.S. 90A
Consultant: SES Horizon Consulting Engineers, Inc.

Task	Project	Project Coordinator	Manpower Estimate					Administration	Technician	Engineering Technician	Engineer	Senior Engineer	Total Hours	Duration (Date)
			Principal	Engineer	Senior Engineer	Engineer	Engineer							
Project Management	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Meeting/Conversations with FHCT to No. 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Meeting/Conversations with Jones & Carter	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project completion (format and 1.1.1.1.1)	4	0	0	0	0	0	0	0	0	0	0	0	0	0
Final Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Provide Consultant CAD Files To Jones & Carter	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Incorporate Jones & Carter Plans into Brand Lane Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Incorporate Jones & Carter Construction Schedules	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Review & Approve Brand Lane Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Finalize Construction Log Project Information	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Review Cost Estimate	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours	30	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Fee Summary	
2007 Fort Bend County Mobility Program	
Brand Lane, Avenue E to U.S. 90A	
Fort Bend County Project No. 718/769	
Sponsor: Fort Bend County	
Description: Reconstruct exist 2-lane rural to 4-lane curb/gutter with storm sewer	
Date: 01/28/2013	
SES Horizon Labor=	\$50,925
SES Horizon Expenses=	\$0
SES Horizon Total=	\$50,925
Sub Labor=	\$0 <---N/A
Sub Expenses=	\$0
Sub Total=	\$0
Other Subs	
Survey=	\$0 <---N/A
Geotechnical=	\$0 <--- N/A
Environmental=	\$0 <--- N/A
Project Total Fees=	\$50,925

**SES Horizon Fee Summary
2007 Fort Bend County Mobility Program
Brand Lane, Avenue E to U.S. 90A**

Sponsor: Fort Bend County
Date: 01/28/2013

LABOR

Classification	Hours	Rate	Labor
Principal	16	\$67.33	\$1,077.28
Project Coordinator	0	\$48.00	\$0.00
Structural Engineer	0	\$48.00	\$0.00
Senior Engineer	152	\$42.33	\$6,434.16
Engineer	144	\$40.00	\$5,760.00
Engineering Technician	148	\$25.33	\$3,748.84
Technician	0	\$19.67	\$0.00
Administration	0	\$16.67	\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
	0		\$0.00
Total Labor	460		\$17,020.28
OVERHEAD	172.00%		\$29,274.88
OPERATING MARGIN	10%		\$4,629.52
EXPENSES			\$0.00
FEE			\$50,924.68

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2013

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).

PRODUCER Higginbotham Insurance Agency, Inc. 1500 Citywest Blvd, Ste 500 Houston TX 77042	CONTACT NAME: Nicole Schlueter		
	PHONE (A/C No, Ext): 713-952-9990	FAX (A/C, No): 713-952-9939	
	E-MAIL ADDRESS: nschlueter@higginbotham.net		
INSURED SESHO SES Horizon Consulting Engineers, Inc. 10101 Southwest Fwy. Suite 400 Houston TX 77074	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company, LTD		11000
	INSURER B: Hartford Accident and Indemnity Co		22357
	INSURER C: Everest Indemnity Insurance Company		10851
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 999347328

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			46SBAIQ7110	5/26/2012	5/26/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46SBAIQ7110	5/26/2012	5/26/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46SBAIQ7110	5/26/2012	5/26/2013	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	46WBCZU8690	5/26/2012	5/26/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
C	Professional Liability			79AE001551121	5/16/2012	5/16/2014	Each Claim Aggregate	\$1,000,000 \$1,000,000

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

The General Liability and Automobile Liability policy includes a blanket automatic additional insured provision that provides additional insured status and a blanket waiver of subrogation provision to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County Engineer
Richard W. Stolle's, P.E.
1124 Blume Road
Rosenberg TX 77471

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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