

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

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 CLR, 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 September 1, 2009, 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 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

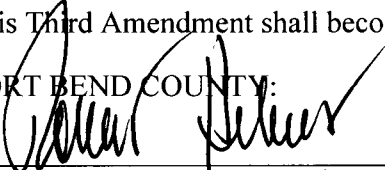
1. Engineer shall provide the services as described in Exhibit A, Letter from Schaumburg & Polk, Inc. dated July 11, 2013.
2. An additional amount not-to-exceed \$23,250.00 shall be available for services provided for the Project as described in Exhibit A. The amount paid to Engineer for services provided shall not exceed \$534,350.00, 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 the Second Amendment
 - D. \$23,250.00 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 or First Amendment without prior written consent of the Fort Bend County Commissioners Court.

5. Except as modified herein, the Agreement and prior 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 July 11, 2013 regarding additional services. The Agreement and prior 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 and prior Amendment, the provisions of this Third Amendment shall prevail.

EXECUTION


This Third Amendment shall become effective upon execution by County.

FORT BEND COUNTY:


Robert E. Hebert, County Judge

9-24-13
Date

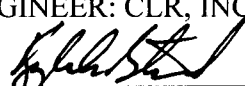
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

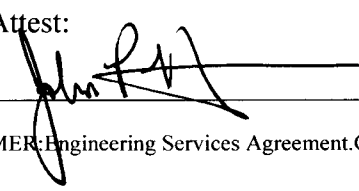

Richard W. Stolleis, P.E., Fort Bend County Engineer

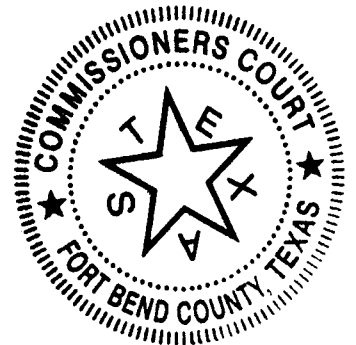
ENGINEER: CLR, INC.


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

09-12-13
Date

Attest:


MER: Engineering Services Agreement.CLR.3791-719.3rd MEND



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$534,350.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A



July 11, 2013

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

Re: Burney Road (FBC Project No. 719)
Contract Amendment No. 3 for CLR, Inc.

Project No. 300701.02

Dear Mr. Stolleis:

CLR has been providing construction phase services for the referenced projects using only leftover funds from the project's design phase. These leftover funds (\$14,215.00) are insufficient to cover the cost of construction phase services. CLR provided the enclosed letter showing effort being expended and anticipated to be expended for the remainder of the project. County staff and SPI have reviewed the letter and discussed these efforts with CLR. Based on these reviews and discussions, we recommend a contract amendment for CLR in the amount of \$23,250.00 to cover the expended and remaining costs to complete the project.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mark C. Dessens".

Mark C. Dessens, P.E.
Project Manager

MCD/md
Enclosure



October 30, 2012
Revised June 28, 2013

Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 370
Houston, TX 77079

Attention: Mr. Mark Dessens, PE

Re: Burney Road, Fort Bend County Project No. 719, P.O. 37740

Dear Mr. Dessens:

Please accept this letter as our request for supplemental fee necessary for continued effort in providing construction phase services on the above referenced Fort Bend County project.

As you are aware, CLR completed the preliminary and final design phases of the project under separate authorization and have been engaged with the project since 2004. During final design of the project a number of additional design scope items were identified as necessary and subsequently authorized by the County for completion of the project. The additions included Permanent and Temporary Traffic Signal design, Storm Sewer Design modifications, and supporting services such as field survey. At the time these services were authorized, a decision was made to reallocate funds within the limits of the total budget approved by the County for the agreement. This decision was made to avoid any delays in completing the design that could potentially jeopardize funding deadline agreements with the City of Sugar Land.

Subsequently, when CLR's Bidding and Phase 3 services were authorized the remaining contract budget was utilized by the Program Manager. At that time, CLR advised the Program Project Manager that the funding would most likely not be sufficient to complete the assigned tasks. In response, CLR was told that the County generally handles most of the construction phase activity and therefore involvement of the Engineer of record might be minimal. However, if additional fee authorization was necessary in the future, a supplemental could be discussed and/or authorized.

Therefore CLR would like to request supplemental fee at this time for service rendered to date and estimated for completion of construction phase services. It is believed that CLR's involvement has been more than originally intended due to unforeseen events. CLR has been engaged with continued existing utility investigations and coordination of relocations, including field survey effort. CLR has provided unanticipated effort for review of construction submittals, including involvement with review of a proposed product that was not on a current approved products list or initially thought to comply with project plans and specifications. CLR has attended a number of field meetings that included representatives from the County, City of Sugar Land, the Contractor, and our Sub-Consultant to discuss and/or clarify construction document items. For some of the items discussed, CLR and/or our Sub-Consultant prepared and issued additional plan sheets for clarification.

ENGINEERS • SURVEYORS • GIS

P.O. Box 450, Waller, Texas 77484

Phone 713-452-0983 • Fax 713-462-2732 • Toll Free 800-694-8261 • www.clr.com

Mr. Dessens
October 30, 2012 (Revised June 28, 2013)
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While we agree that some of the clarifications and effort spent should not be used to justify supplement fee, we do believe that currently authorized fee was never adequate to cover the necessary tasks and that our effort to date has exceeded what was anticipated by the Program Manager. Therefore we request your favorable consideration of the following supplemental fee for completion of Construction Phase Services.

Effort Expended to Date	\$37,465
<u>Current Phase 3 Authorized Fee</u>	<u>\$14,215</u>
Requested Supplemental	\$23,250
 Total Bidding & Construction Phase Services w/Requested Supplemental	 \$37,465

Any efforts and associated fees thought to be the responsibility of the design team have been excluded from our calculation of supplemental fees.

For comparison, the requested total Bidding and Phase 3 Services budget would equate to approximately 0.87% of the awarded low bid construction costs. Historically, we have experienced between 1% and 2 percent for similar professional services, therefore we believe our request is reasonable.

We appreciate your consideration of our request and will be happy to assist you in any manner appropriate or necessary with obtaining final approval from Fort Bend County.

Sincerely,



Kyle A. Bertrand, PE
Senior Vice President
CLR, Inc.

CLR



CERTIFICATE OF LIABILITY INSURANCE

CLRIN-1

OP ID: DA

DATE (MM/DD/YYYY)

02/26/13

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 PIA-Pathfinder/LL&D Ins Grp 1160 Dairy Ashford, Suite 220 Houston, TX 77079 Hill Adams	281-556-9999 281-556-9609	CONTACT NAME: 281-556-9999 281-556-9609 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hartford Casualty Insurance Co 29424 INSURER B: National Casualty Company 11991 INSURER C: Chubb-Federal Insurance Compan 20281 INSURER D: INSURER E: INSURER F:
INSURED CLR, Inc. 19530 FM 362 Waller, TX 77484		

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		61UUNIT4485	03/01/13	03/01/14	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 checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> OTC & Collision		61UUNIT4485	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> 10,000		61XHUUV0384	03/01/13	03/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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 type="checkbox"/> N/A	61WEPK5064	03/01/13	03/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Other-see notepad		45462302EUC	03/01/13	03/01/14	Owned Equ 80,160 L/R Equip 100,000

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

See Additional Pages

CERTIFICATE HOLDER

CANCELLATION

CLR, Inc. 19530 FM 362 Waller, TX 77484	CLRIN-1	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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NOTEPAD

INSURED'S NAME CLR, Inc.

CLRIN-1
OP ID: DA

PAGE 2
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- (A) Commercial Property 61UUNIT4485 3-1-13 to 3-1-14
Business Personal Property Limit \$50,000
Deductible: 1,000 Insurer C-Hartford Fire Insurance Company
- (B) Professional Liability ARO0003785 6-2-12 to 6-2-13
Limit: 2,000,000 per Claim / 2,000,000 Aggregate
Deductible: 25,000 Insurer B-National Casualty Company

NOTEPAD:

HOLDER CODE CLRIN-1
INSURED'S NAME CLR, Inc.

CLRIN-1
OP ID: DA

PAGE 3
DATE 02/26/13

Subject to policy terms, conditions, exclusions:

General liability (HG0001 06/05) and auto liability (HA9916 03-02) policies includes a blanket automatic additional insured endorsement that provides additional insured status when there is a written contract between the named insured and the certificate holder that requires such status.

General liability policy includes primary & non-contributory terms only to the extent provided by the form HG0001 06/05.

The general liability (HG0001 06/05), auto liability (HA9916 03-12), and workers compensation (WC 42 03 04 Texas) policies include a blanket automatic waiver of subrogation endorsement that provides this feature when there is a written contract between the named insured and the certificate holder that requires it.