

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO
PROFESSIONAL ENGINEERING & SURVEYING AGREEMENT
WEST BELLFORT ROAD – Mobility Bond Project No. 741

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 TRW Engineers Inc. dba TSC Engineering, (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

County and Engineer previously entered an Agreement for Professional Engineering Services dated November 1, 2012 (hereinafter referred to as the “Agreement”) and a First Amendment on October 23, 2012, for professional engineering services for certain improvements to West Bellfort Road from SH 99 to Harlem Road, located in Fort Bend County, Texas, hereinafter referred to as the “Project.” County and Engineer desire to amend said Agreement as set forth in Engineer’s proposal dated October 24, 2013, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

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

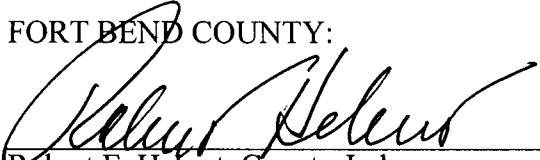
- A. An additional amount not-to-exceed \$55,920.00 shall be available for additional engineering services provided by Engineer in connection with the Project as described in Exhibit A.
- B. Engineer’s compensation for the Project shall not exceed \$457,118.00, which includes the original scope of work under the Agreement in an amount not-to-exceed \$368,237.50, the additional services under the First Amendment in an amount not-to-exceed \$32,960.50 and the additional services described in Exhibit A.
- C. This Second Amendment shall extend the time for Engineer to provide approved services for the Project until December 31, 2014.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement and First Amendment remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Second Amendment and the Agreement and prior amendments, the provisions of this Second Amendment shall prevail.

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EXECUTION


This Second Amendment shall become effective upon execution of County.

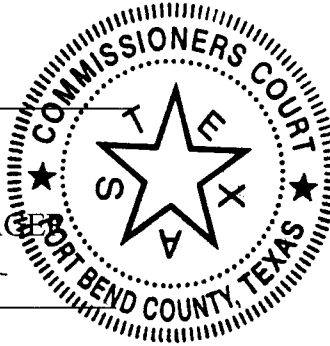
FORT BEND COUNTY:


Robert E. Hebert, County Judge

12-3-2013
Date

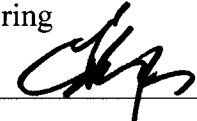
Attest: 
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

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



11/27/13
Date

ENGINEER: TRW ENGINEERS INC
dba TSC Engineering


Signature
Printed Name: Terry Cheng, P.E.
Title: Partner

Nov. 27, 2013
Date

Attest:


MER:TRW Engineers. West Bellfort.2nd.Amend.3791-741

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 457,118.⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract.

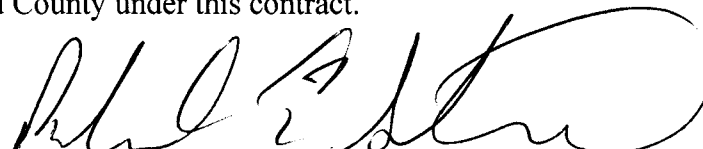
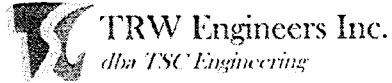

Ed Sturdivant, Fort Bend County Auditor

Exhibit A



October 24, 2013

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

Re: Construction Phase Service Cost Proposal and Additional Services Cost Proposal for Traffic Signal Design at W. Belfort Road and Harlem Road
West Belfort Road Improvements from West of SH 99 to Harlem Road (Precinct 4) Mobility Project No. 741

Dear Mr. Stolleis:

TRW Engineers, Inc. dba TSC Engineering (TSC) is pleased to submit Construction Phase Services and additional services proposal for Traffic Signal Design at West Belfort Road at Harlem Road. The proposal has been prepared in accordance with Fort Bend County Standards and appropriate guidelines to provide construction drawings for a traffic signal in the referenced project.

The proposed Scope of Services is based on a Time and Material basis:

1. Consult with and advise the County during construction.
2. Review shop, laboratory and mill tests of material and equipment and promptly report to the County any deficiencies noted
3. Perform and necessary changes in the drawings and specifications requested by the County which are outside the scope of the project.

The proposed compensation is not to exceed \$30,000. The TSC rate sheet is attached for your reference.

The proposed total compensation for the Traffic Signal scope of services is a design phase lump sum fee of \$21,670.00 and for the construction phase services a not to exceed fee of \$4,250.00 per the attached Klotz rate sheet.

The estimated completion time for the Traffic Signal Design additional services is 9 weeks from the NTP date.

A detailed scope of services as attached for your review.

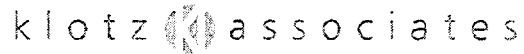
We hope this proposal meets with your approval. We appreciate the opportunity to work for you on this project. If you have any questions, please call me at 713-784-7777.

Sincerely,

B. Andrea Cheng Ranft, P.E.
Senior Project Manager

Attachments

3300 South Gessner Road, Suite 100, Houston, Texas 77063 • Phone: 713-784-7777 • Fax: 713-784-7733



1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

November 4, 2013

Ms. Andrea Ranft, PE
TSC Engineering
3300 S. Gessner Rd., Suite 100
Houston, TX 77063

Re: Traffic Signal Design for the intersection of West Bellfort Road at Harlem Road in
Fort Bend County, Texas

Dear Ms. Ranft:

Klotz Associates is pleased to present this proposal to provide traffic engineering services to conduct a traffic signal design for the intersection of West Bellfort Road at Harlem Road in Fort Bend County, Texas. The following proposal is based on our discussion regarding this project.

SCOPE OF SERVICES

Currently, West Bellfort Road merges with Morton Road just west of Harlem Road. The proposed roadway design of West Bellfort Road between the limits of Mason Road and Harlem Road in Fort Bend County proposes to realign West Bellfort Road such that it ties-in to Harlem Road at a new location just south of its existing intersection (and in line with the existing West Bellfort Road on the east side of Harlem Road).

A traffic signal at the proposed intersection of West Bellfort Road at Harlem Road is required. The proposed scope of services includes the preparation of design plans for the installation of a traffic signal at the intersection of West Bellfort Road at Harlem Road in Fort Bend County. Details of these services are provided in the following sections.

Signal Design Phase Services

As directed by Fort Bend County, the signal design will be prepared in accordance with TxDOT design standards and guidelines. Proposed roadway design plans are being developed by TSC Engineering and will be provided for use in the signal design.

The plans will include existing conditions sheet, proposed signal layout with intersection striping and standard detail sheets. A description of the signal and striping layouts follows.

Signal Layout – Klotz Associates will prepare a traffic signal design at the subject intersection. The proposed design will consist of a fully-actuated traffic signal with pulse

Ms. Andrea Ranft, P.E.
November 4, 2013
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actuation on the major street approaches and presence actuation on the minor street approach. Pedestrian actuation will also be included at the intersection.

Striping and ADA Layout – Klotz Associates will design the intersection striping only. Klotz Associates will design and/or coordinate the design with TSC Engineering for the ADA improvements at this intersection. These ADA improvements will be either be shown on the Striping Layout sheet or included in the roadway design sheets prepared by TSC Engineering.

Traffic Control Plans – No site specific traffic control is required to perform the signal design at the subject location. However, standard TCP detail sheets that are applicable for traffic signal work will be included as part of the plan set.

Topographic Survey – Topographic survey and proposed roadway plans for the study location will be provided by TSC Engineering. Klotz Associates prefers to receive the survey and proposed roadway alignment in MicroStation format.

Design Deliverables – Klotz Associates will make two review submittals (75% and 100%) to TSC Engineering. The 75% submittal will include a signal layout and striping layout prepared in accordance with TxDOT Traffic Signal Standards. The 100% review submittal will include all signal construction drawings, specifications, and a construction cost estimate. The final submittal will include signed and sealed design plans on 11x17 inch mylar sheets.

Design Schedule – We anticipate being able to complete the 75% design review submittal within six (6) weeks of notice to proceed and receipt of electronic topographic and roadway alignment files. The 100% design review submittal will be completed within three (3) weeks after receipt of 75% design review comments.

Construction Phase Services

The Construction Phase Services will include attendance at one pre-construction meeting, address of any technical questions, review of shop drawings and record drawings for the traffic signal at the intersection of West Bellfort Road at Harlem Road.

Klotz Associates will, upon receipt of the contractor's marked-up construction plans, revise the original Mylar drawings showing changes made during construction. Klotz Associates will also revise the original electronic files and submit them in electronic format. A laminated 11"x17" signal layout for placement in the field cabinet will be provided by Klotz Associates.

klotz associates

Ms. Andrea Ranft, P.E.
November 4, 2013
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COMPENSATION

The proposed total compensation for the above Signal Design Phase services is lump sum fee of \$19,700 and will be billed monthly based on percentage of work completed during that period. The Construction Phase services will be performed on an hourly reimbursable basis with a not-to-exceed (NTE) fee of \$4,250 to be billed monthly. A breakdown of our fee by phase is provided below:

Signal Design Phase	\$19,700
Construction Phase Services	\$ 4,250
Total	\$23,950

ADDITIONAL SERVICES

Additional services, if needed, will be considered outside the scope of the basic fee. Klotz Associates requests the right to provide you with a proposal to accomplish any additional services (if required).

Additional services could include, but are not limited to, the following items; which are not part of the basic fee:

1. Contract phase services or other bid phase services;
2. Temporary traffic signal design;
3. Additional traffic control plans and standards outside of those stated in the scope of services;
4. Other traffic related activities outside of those stated in the basic scope of services;
5. Any design standard revisions.

We look forward to working with you on this assignment. Should you have any questions regarding the proposed scope of services presented in this proposal, please do not hesitate to call me at your convenience. Thanks again for the opportunity to serve you and Fort Bend County on this project.

Sincerely,



Sriram Natarajan, PE, PTOE
Department Manager - Traffic & ITS

Klotz Associates Personnel Hourly Rate Schedule

Senior Project Manager	\$205
Project Manager	\$175
Senior Engineer	\$150
Project Engineer	\$125
Associate Engineer	\$100
CADD Designer	\$90
Clerical	\$75

November 4, 2013

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

Re: West Bellfort Road (Mobility Bond Project No. 741)
Contract Amendment for TRW Engineers, Inc., dba TSC Engineering

Project No. 300701.10

Dear Mr. Stolleis:

TRW Engineers has submitted the enclosed proposal for additional services related to the referenced project. These services include (1) design of a traffic signal to be constructed at the West Bellfort / Harlem Road intersection, and (2) budget for construction phase services, which will be invoiced on a time-and-materials basis. The total amount requested in their proposal is \$55,920.00.

We recommend that a second amendment to TRW's contract be executed to add these services. The amendment will increase the maximum compensation to TRW to be \$457,118.00. We also recommend that TRW's contract duration be extended to December 31, 2014.

Sincerely,



Mark C. Dessens, P.E.
Project Manager

MCD/md
Enclosure



CERTIFICATE OF LIABILITY INSURANCE

TSCEN-1 OP ID: JMC

DATE (MM/DD/YYYY)

11/06/2013

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 ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley		Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED TSC Engineering Company TRW Engineers, Inc. TSC Surveying Company GeoSurv, Inc. DBA TSC Surveying (See Complete Named Insured) 3300 S. Gessner Rd., Ste. 100 Houston, TX 77063		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22357	

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 <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		84SBWVL9950 SEVERABILITY OF INTEREST PROFESSIONAL LIAB EXCL	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		84UEGNY1949	01/01/2013	01/01/2014	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBWVL9950	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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		84WBGIL4736	01/01/2013	01/01/2014	<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
A	Internet Liability (Cyber Risk)		84SBWVL9950	01/01/2013	01/01/2014	Per Occ 1,000,000 Aggregate 2,000,000

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

Re: West Bellfort Rd from SH 99 to Harlem Rd, Ft. Bend County, TX, TSC Project @779-001 - When required by written contract: Fort Bend County and the County Commissioners are included as additional insured for above coverages except WC. Waiver of subrogation is included in favor of The County and the County Commissioners.

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend Fort Bend County Attn: Richard Stolleis 1124-52 Blume Rd. 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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NOTEPAD

INSURED'S NAME TSC Engineering Company

TSCEN-1
OP ID: JMC

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TRW Engineers, Inc. DBA TSC Engineering
TSC Enterprises, Inc.