

218

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into by and between Fort Bend County, Texas, a 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 Costello, Inc., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about December 11, 2007, County and Engineer entered into an Engineering Services Agreement, (hereinafter referred to as the "Agreement"), for services relating to improvements to Old Richmond Road from SH 6 to Richmond Gaines located in Fort Bend County, Texas; and

WHEREAS, County and Engineer entered into an Amendment to the Engineering Service Agreement on October 28, 2014 (hereinafter referred to as "First Amendment") for additional engineering and design services, and to extend the deadline for completion of services; and

WHEREAS, County and Engineer desire to further amend said Agreement for additional engineering and design services, and to extend the deadline for completion of services.

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

1. Engineer shall render the additional engineering and design services as described in "Fee Proposal for Design Plan Update" attached hereto as Exhibit A and incorporated by herein for all purposes (hereinafter referred to as "Services");
2. County shall make available an additional amount not to exceed nine thousand four hundred sixty dollars and no/100 (\$9,460.00) to Engineer to perform Services.
3. Engineer's compensation for Services shall not exceed a total maximum compensation in an amount not to exceed one hundred thirty-five thousand six hundred forty dollars and no/100 (\$135,640.00), authorized as follows:
 - a. Original Agreement not to exceed: \$98,350.00;
 - b. First Amendment not to exceed: \$27,830.00; and this
 - c. Second Amendment not to exceed: \$9,460.00
4. The time for performance of the Services under the Agreement and this Second Amendment shall be extended to terminate on or before March 31, 2016.
5. No additional funding shall be available for Services provided under the Agreement or either Amendment without prior written consent of County.
6. Except as modified herein and the First Amendment, the Agreement remains in full force and effect and has not been modified or amended.

7. If there is a conflict between this Second Amendment, the First Amendment and the Agreement, the provisions of the First Amendment shall prevail.

EXECUTION

This Second Amendment shall become effective upon execution by County.

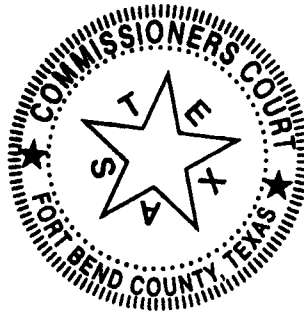
FORT BEND COUNTY, TEXAS:


Robert E. Hebert, County Judge

3-10-2015
Date

ATTEST:


Laura Richard, County Clerk

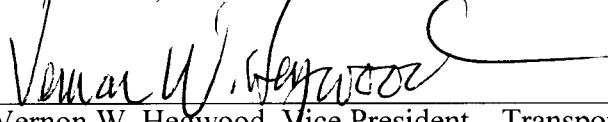


APPROVED:


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

3/3/2015
Date

COSTELLO, INC.


Vernon W. Hegwood, Vice President – Transportation

3/2/2015
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 135,640 to accomplish and pay the obligation of the Fort Bend County under this contract.

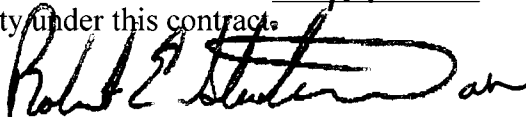

Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A

**Old Richmond Rd
Gaines Rd to SH 6
Fee Proposal for Design Plan Update**

ENGINEERING and SURVEYING FEES		MANHOURS					
Associated Tasks		Project Principal	Registered Surveyor	Sr Survey Technician	Survey Technician	Clerical	
Plan Updates for Old Richmond Rd Design							
A	Produce ROW Maps (7 Sheets @ 11x17)	4	20		40	2	\$9,460
TOTAL for Plan Updates for Old Richmond Rd Design		0	4	20	0	40	2
		\$0	\$900	\$4,000	\$0	\$4,400	\$160



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2015

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. 11700 Katy Freeway Suite 1100 Houston TX 77079	CONTACT NAME: Vicki Mayo PHONE (A/C, No, Ext): 713-888-3987 E-MAIL ADDRESS: vmayo@higginbotham.net	FAX (A/C, No): 713-952-9939	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Costello, Inc. 9990 Richmond Avenue Suite 450 Houston TX 77042	INSURER A : Continental Casualty Company		20443
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1575236991

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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			AEH113745743	7/18/2014	7/18/2015	Each Claim Aggregate	\$2,000,000 \$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Fort Bend County 301 Jackson Richmond TX 77469	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 
------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2010 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the coverage provided under the following form (complete form available):

COMMERCIAL AUTOMOBILE COVERAGE FORM HA 99 16 09 10

Additional Insured if Required by Contract

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who is and Insured with regard to the ownership, maintenance or use of a covered "auto."

Primary and Non-Contributory

Only with respect to insurance provided to an additional insured in 1.D. Additional Insured If Required by contract, the following provisions apply:

- 1) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance Clause.
- 2) **Primary and Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other that this insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by method described in Other Insurance 5.d.

Waiver of Subrogation

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payment we make for damages under the Coverage Form.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05

Additional Insured When Required by Written Contract, Written Agreement or Permit

WHO IS AN INSURED under Section C. is amended to include as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage