

FORT BEND COUNTY FY 2009  
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	06/17/2009	Submitted By:	Mary Reveles
Court Agenda Date:	06/23/2009	Department:	County Attorney
		Phone Number:	341-4554

**SUMMARY OF ITEM:**

ENGINEERING:

Take all appropriate action on the Second Amendment to increase by \$13,820 the Professional Engineering Services Agreement between Fort Bend County and IDCUS, Inc. dba IDC, Inc. for services provided for the expansion of Harlem Road, for a total contract amount of \$261,356, Mobility Bond Project No. 725, Precincts 3 and 4. (Fund 2007 Mobility Bond Project).

RENEWAL AGREEMENT/APPOINTMENT YES  NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

FINANCIAL SUMMARY: BUDGETED ITEM: YES  NO  N/A

FUNDNG SOURCE: Accounting Unit: \_\_\_\_\_ Account Number: N/A  
 Activity (If Applicable): \_\_\_\_\_

DESCRIPTION OF LAWSOM ACCOUNT: \_\_\_\_\_ (Fund 2007 Mobility Bond Projects.)

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Road & Bridge	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Engineering	<input checked="" type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify): *6-30-09 2 orig. ret. to Mary at Co. Attorney*



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Planners – Engineers – Program Managers

June 19, 2009

Ms. Paulette Batts  
Fort Bend County Engineering Office  
1124 Blume Road  
Rosenberg, Texas 77471

Re: Harlem Road – Project No. 725  
Second amendment to Professional Services Agreement

Dear Ms. Batts:

Enclosed are two original signature copies of the above referenced document. Please return one executed original for our records.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry F. Janak".

Larry F. Janak, P.E.  
Project Manager

Cc:

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
PROJECT NO. 725 – HARLEM ROAD from U.S. 90A to PLANTATION DRIVE**

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 IDCUS INC., dba IDC INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about February 12, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Harlem Road from U.S. 90A to Plantation Drive, Project No. 725, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, on or about September 30, 2008, County and Engineer entered into a First Amendment to the Agreement, increasing funding for the project by \$17,536.00;

WHEREAS, County and Engineer desire to further amend the Agreement for additional surveying that was not included in Engineer’s original scope of services for the Project, as further described in Exhibit A and as set forth below.

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

AGREEMENT

1. Section 2.01 the Agreement is hereby amended as follows:

“For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$261,356.00, including all reimbursable expenses, if any. This amount includes the Agreement amount of \$230,000.00 and the increase of \$17,536.00 in the First Amendment.”

2. 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 \$261,356.00, including reimbursable expenses, if any,

specifically allocated to fully discharge any and all liabilities which may be incurred by County.”

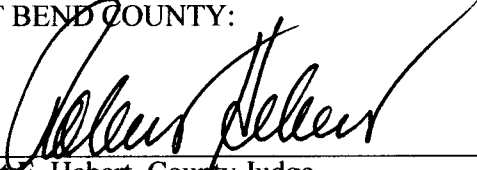
- 16.02 “Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$261,356.00 for described scope of services in all executed Work Authorizations.”
3. Attached hereto is Exhibit A – letter from Schaumburg & Polk dated April 27, 2009, regarding the increase, and Exhibit B – the Agreement approved by County on February 12, 2008, and Exhibit C – the First Amendment approved by County on September 23, 2008, incorporated by reference as if set forth therein verbatim for all purposes.
  4. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
  5. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

EXECUTION

This Second Amendment shall become effective upon execution by County.

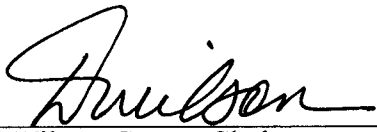
FORT BEND COUNTY:



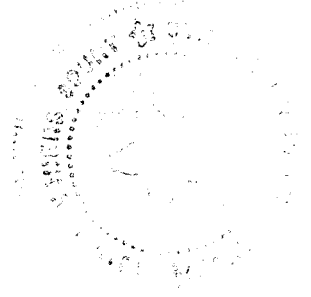
Robert E. Hebert, County Judge

June 23, 2009  
Date

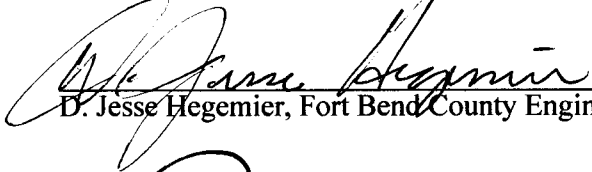
Attest:



Dianne Wilson, County Clerk



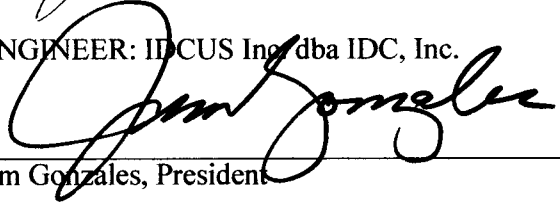
Approved: COUNTY PROJECT MANAGER



D. Jesse Hegemier, Fort Bend County Engineer

6/22/09  
Date

ENGINEER: IDCUS Inc. dba IDC, Inc.



Jim Gonzales, President

6-18-09  
Date

Attest:



MER:Engineering Services Agreement.IDC.3791-725.2ndAmendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$261,356.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

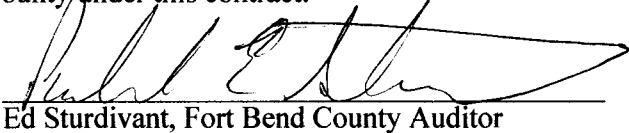
  
Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A



April 27, 2009

Mr. D. Jesse Hegemier, P.E.  
County Engineer  
Fort Bend County  
1124 Blume Road  
Rosenberg, Texas 77471

Re: Harlem Road (FBC Project No. 725)  
Contract Amendment No. 2 for IDC Inc.

Project No. 300701.03

Dear Mr. Hegemier:

Additional surveying is required along Harlem Road from the north railroad right of way line to US 90A along US 90A, 500 feet east and 250 feet west of the current limits, for the work TEDSI Infrastructure Group is performing. As you recall, surveying for TEDSI's project is included in IDC's contract. TxDOT has required additional work at the intersection and along US 90A than was originally anticipated. A contract supplement will therefore be required to add this service. IDC and their surveyor (Landtech Consultants, Inc.) have prepared a fee estimate resulting in the need for a contract fee increase in the amount of \$13,820.00. We have reviewed the scope and fee estimate, and recommend approval of the supplement.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Ring".

Peter A. Ring, P.E.  
Project Manager

PAR/bl