STATE OF TEXAS §
§
COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
SOQ 09-077 – CITY OF KENDLETON WASTEWATER TREATMENT PLANT

THIS AGREEMENT 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 JACOBS ENGINEERING GROUP. 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, County and the City of Kendleton (hereinafter referred to as "City") desire to contract with Engineer for the expansion of City's wastewater treatment plant (hereinafter referred to as "WWWTP") located in Fort Bend County, Texas, (hereinafter referred to as the "Project") utilizing Community Development Block Grant (hereinafter referred to as "CDBG") funding; and

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

SECTION I
SCOPE OF AGREEMENT

1.01 Engineer shall render professional services to County related to the Project as described in attached Exhibit A, incorporated by reference as if set forth herein verbatim.

1.02 Engineer shall use all efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the professional standard of care provided by engineers in similar projects. Engineer shall use its all efforts to ensure that all services provided hereunder shall be suitable for their intended use.

1.03 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.

1.04 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall

12/17/09 2 originals returned to Cheryl at Purchasing

prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

1.05 Engineer shall submit to County, for approval, a schedule for the performance of engineering services and shall include allowances for periods of time required for the County's review at the conceptual completion and ninety-five (95%) percent completion stage. Upon approval of the schedule, the County shall issue a "Notice to Proceed." Engineer agrees to begin work immediately upon receipt of notice to proceed from County.

1.06 Engineer shall submit monthly progress reports to the County. Engineer shall attend progress meetings with County and any other community groups and organizations as scheduled by County. Each report shall outline work accomplished and special problems or delays encountered during the previous report period and the planned work activities and special problems or delays anticipated for the next report period.

1.07 Engineer shall prepare a Preliminary Engineering Report (PER) in accordance with the Texas Commission on Environmental (TCEQ) quality guidelines. The PER will recommend what, in the Engineers opinion, is the best method to utilize the approximate $500,000 in available funding. This phase of the work will include:

- site visit
- topographical survey of the site and outfall location
- review of the current TCEQ discharge permit
- review of the current flood plain maps
- prepare cost estimate
- prepare schedule
- preparation of required environmental documents
- submittal of a draft report to the City and County for review
- submittal of a final PER for approval

1.08 Design Phase:

A. Engineer shall utilize a geotechnical engineering firm to conduct a sub-surface site investigation and make recommendations regarding foundations for the proposed treatment units and the existing soils capabilities to support the proposed structures.

B. Prepare plans and specifications in accordance with TCEQ guidelines for the expansion of the treatment plant.
    - Two review submittals will be made during the design process.

C. Deliver a final set of approved plans on mylar.

D. Deliver 3 sets of half size and 4 sets of full size drawings and 7 complete sets of specifications to the County.

E. Deliver 1 set of drawings and specifications in a reproducible format to reproduction company for contractor purchase.

1.10 Bidding / Construction Phase

A. The bidding and construction phase services shall include the following items:

- Conduct one pre-bid meeting
- Issue addendums
- Attend one bid opening
- Review of bids submitted, creation of a bid tabulation and Engineer's recommendation for award.
- Confirm references of potential low bidder.
- Attend one pre-construction meeting.
- Review of shop drawings, submittals & RFIs.
- Review of proposed change orders requested by the Contractor.
- Periodic site visits by Engineer's Inspector (Not to Excess 80 hours)
- Substantial completion inspection
- Final completion inspection
- Issue certificate of final completion
- Compile Contractor's submittals into final O&M manual and two sets of as-built drawings.
- Any item not specifically listed above shall be considered an additional service.

B. Engineer will endeavor to protect County against defects and deficiencies in the work, but Engineer cannot guarantee the performance of contractors. Engineer shall not review or manage the means, methods, techniques, sequences or procedures utilized by any construction contractor. Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.

C. Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

D. Engineer shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services, except to the extent that Engineer fails to exercise the usual degree of care and judgment of an ordinary, prudent professional engineer in the same or similar circumstances and conditions.

1.11 Items not included in the scope of services:

A. Environmental studies, assessments and investigations.
B. Landscape Architecture services
C. Preparation of a TCEQ wastewater discharge permit

SECTION II
ENGINEER'S COMPENSATION

2.01 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 $67,950.00, including all reimbursable expenses, as follows:

Preliminary Engineering:	$11,004
Survey:	$5,000
Geotechnical:	$7,789
Plans & Specifications	$27,043
Bidding:	$2,419
Construction Phase:	$12,501
Meetings:	$2,194
Total:	**$67,950**

2.02 Engineer shall not provide any services under this Agreement until authorized by County in writing.

2.03 Engineer shall submit invoices to County as detailed in Section 2.04 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

2.04 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete for the Schedule of Values describing the tasks performed in all applicable Work Authorizations in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

2.05 County currently has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on County receiving funds for the purpose of paying the entire obligation of County under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-07-UC-48-0004, entitled Community Development Block Grant. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of County under the terms and provisions of this Agreement shall not exceed the amount actually received by the County from HUD pursuant to the Block Grant.

2.06 Engineer admits knowledge of the fact that County's obligation hereunder for payment of compensation and costs, if any, is limited to federal funds received pursuant to the Grant Agreement in connection with the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development, and that unless and until adequate

funds have been received by County under the Grant Agreement to pay Engineer's compensation and expense reimbursement, County shall have no obligation to Engineer.

SECTION III
TIME OF PERFORMANCE

This Agreement shall become effective upon execution of the last party and shall terminate on or before September 30, 2010.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.

4.02 Upon receipt of such termination notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay Engineer that proportion of the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI
OWNERSHIP AND REUSE OF DOCUMENTS

6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.

6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.

6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination

of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL

7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.

7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined in Attachment C, Key Personnel. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.

7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII
ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY OR CITY

8.01 A copy of the current discharge permit issued by the TCEQ

8.02 A copy of the last permit application submitted to the TCEQ

8.03 Information relating to the current population of the City and future development required to complete the PER.

8.04 All required environmental reports and studies

SECTION IX
ENGINEER'S INSURANCE REQUIREMENTS

9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Workers' Compensation Insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease, $500,000 policy limit for Occupational Disease; and Employer's Liability of $1,000,000 each accident.

B. Commercial General Liability Insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$1,000,000	general aggregate limit
$325,000	each occurrence, combined single limit
$325,000	aggregate Products, combined single limit
$325,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Professional Liability insurance with limits not less than $2,000,000 each claim/annual aggregate.

9.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers

Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION X
INDEMNIFICATION

10.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.

10.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Engineer in the defense of each matter.

10.03 County shall timely forward to ENGINEER copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.

10.04 ENGINEER'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

10.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Engineer, Engineer shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.

10.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.

10.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.

10.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.

10.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to

have been negligent for having selected Engineer to perform the work described in this Agreement.

10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.

10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.

10.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

SECTION XI
DISPUTE RESOLUTION

11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.

11.02 In the event County or Engineer desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.

11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.

11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION XII
NOTICE

12.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Engineer at the addresses set forth below.

12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

Jacobs Engineering Group, Inc.
Attention: Vernon Webb, P.E.
5995 Rogerdale Road
Houston, Texas 77072

B. If to County notice must be sent to the County Project Manager and County:

Fort Bend County
Attention: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Marilynn Kindell, Director
Fort Bend County Community Development Department
4520 Reading Road, Suite A
Rosenberg, Texas 77471

12.03 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XIII
REPORTS OF ACCIDENTS

13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.

13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

SECTION XIV
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XV
LIMIT OF APPROPRIATION

15.01 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 $67,950.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

15.02 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 $67,950.00 for described scope of services in all executed Work Authorizations.

SECTION XVI
SUCCESSORS AND ASSIGNS

16.01 County and Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

16.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVII
PUBLIC CONTACT

17.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

17.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XVIII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIX
MISCELLANEOUS

19.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.

19.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

19.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.

19.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

19.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

19.06 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance if this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XX
AGREEMENT DOCUMENTS

20.01 This Agreement includes the following exhibits and such exhibits are attached hereto and made a part hereof for all purposes:

Exhibit A	Engineer's Proposal in response to SOQ 09-077
Exhibit B	CDBG Program Requirements
Exhibit C	Certification for Contracts, Grants, Loans and Cooperative Agreements
Exhibit D	Conflict of Interest Disclosure Form

20.02 This Agreement and the attached exhibits represent the entire Agreement between the County and Jacobs, and there are no other effective agreements, representations or warranties between the County and Jacobs that are not contained in the Agreement Documents.

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SECTION XXI
EXECUTION

This Agreement shall become upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 12-8-09

Attest:

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

Marilynn Kindell, Director
Fort Bend County Community Development Department

ENGINEER: JACOBS ENGINEERING GROUP, INC.

Signature — Date: 11/11/09

Printed Name: Robert M. Clement

Attest:

Asst. Corp Sec.

MER:Engineering Services Agreement.Jacobs.3791-733

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $67,950.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

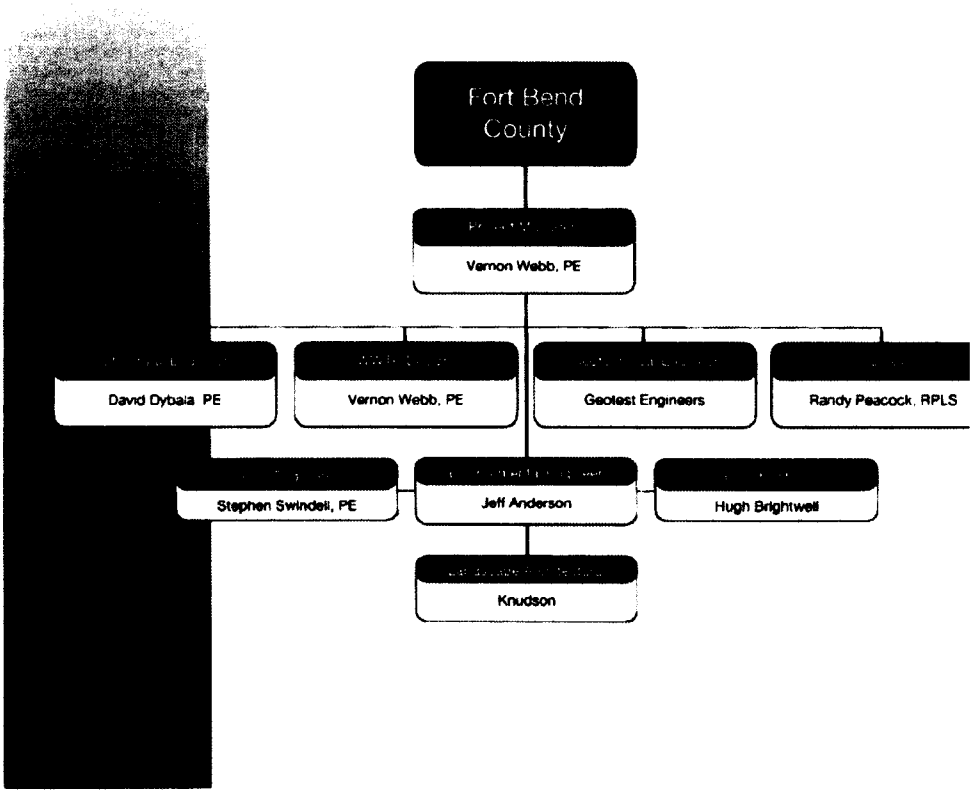
Ed Sturdivant, Fort Bend County Auditor

Exhibit A

Section C. Team

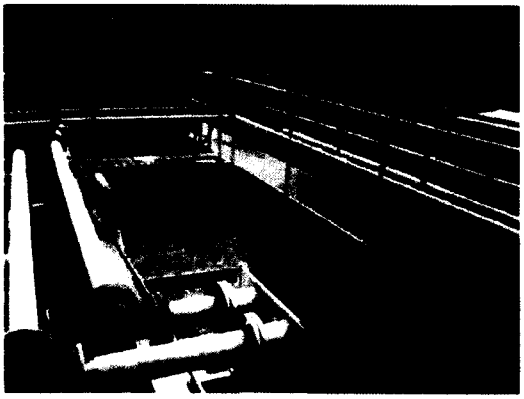
Organizational Chart

A successful team must have competent and proven leadership and team members. We will dedicate highly experienced professionals to this project team – all with the common goal of providing excellent service to the project. We say confidently that our proposed project team has an understanding of the work to be performed and the requisite management skills. All proposed personnel have experience with similar work for public sector clients. The organization chart below introduces our key personnel and their individual areas of specialty, followed by full resumes detailing specific project experience and qualifications.



Section D. Project Understanding

Approach



While there are similarities in all wastewater treatment plant projects (WWTP), every one is unique and it is important to understand the differences in these projects to ensure that each client's individual needs are addressed. Several aspects of this project have already been addressed and will need to be incorporated into the final engineering documents. It is important for us to be able to efficiently review the existing information in a timely manner with all required stake holders. In the first several days of the project, the design parameters and any acceptable alternatives will need to be developed.

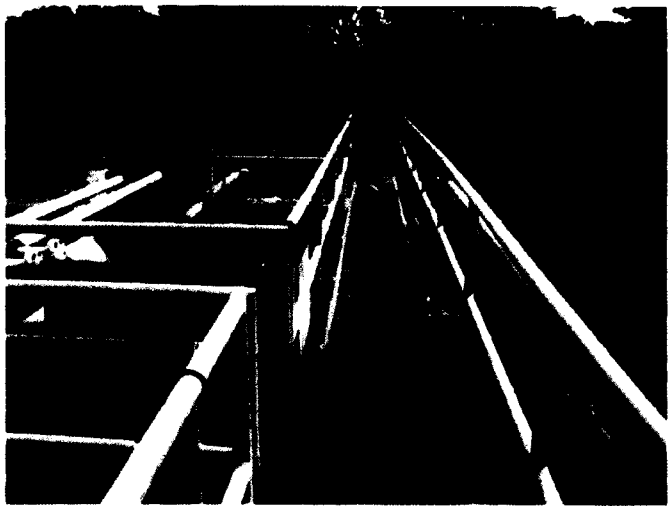
Jacobs has already started this process by conducting a site visit to the existing City of Kendleton wastewater treatment plant site. The existing facility appears to be a steel "package plant" consisting of an on-site lift station, aeration basins, one clarifier and an aerobic digester. There are two blowers, one of which does not appear to be in operation at this time. The disinfection system consists of chlorine gas. It appears that there is adequate room on the existing site for the plant expansion.

One of the most important issues for any project is the funding source and its impact on the community. For this project, the County and City of Kendleton have elected to utilize Community Development Block Grant (CDBG) funding administered through Fort Bend County. There are specific requirements that must be met when this funding source is utilized and it is important for the Engineer to be familiar with these requirements. If these requirements are not met, it is possible that the project could no longer be eligible for CDBG funding. If this were to happen it would have a large impact on the residents of Kendleton that depend on their sewer system to maintain water quality in the community. The Engineer must be diligent in adhering to the specific requirements of this program.

In addition to the requirements put in place by the funding source, the State of Texas, through the Texas Commission on Environmental Quality (TCEQ), has adopted rules governing the design and construction of wastewater treatment facilities. These rules can be found in 30 TAC, Chapter 217, which replaced the old Chapter 317 rules in August 2008. Some items that were previously acceptable under the old rules may no longer be in compliance with TCEQ requirements. As part of this project, the Engineer will need to certify to the TCEQ that the project is in compliance with the Chapter 217 rules and that any variances from the rules will not threaten public health or the environment. A brief evaluation will need to be done during the preliminary engineering phase to determine if any previous work on this project will need to be modified to meet the new requirements.

During the preliminary engineering phase, a cost estimate and schedule will need to be developed. In addition to the items already discussed, site investigations and testing will need to be completed. This should include all necessary environmental investigations, a floodplain analysis, topographical survey, research into existing utilities and pipelines, and a geotechnical investigation to ensure adequate foundations are constructed for the treatment plant

All of the information discussed above will be incorporated into an engineering report. This report will follow requirements of the funding source and the requirements identified in 30 TAC, 217.10 Final Engineering Design Report. The report will be as brief as possible, but contain all required information to expedite the approval process. Any changes from the original plan will need to be fully discussed with the stake holders so that everyone involved can understand the full impact of the preliminary engineering phase of the project.



This report will need to be initially approved by the County and City and then submitted to the TCEQ for approval. The information included in this report will also be used to obtain all other necessary regulatory approvals. The exact time to produce this report cannot be determined until all of the existing information is reviewed; however, due to the tight schedule, this report will need to be completed within the first several weeks of the project.

The design will need to start immediately after the engineering report is approved by the County and City in order to meet the project schedule. This means that design activities will need to progress while agency reviews and approvals are being conducted. We feel that there is little risk of redesign, resulting from the review of the engineering report, based on our expertise in preparing these documents correctly from the start.
Since all of the design requirements will be identified in the engineering report, the actual design, preparation of construction drawings, specifications, bid documents and revised cost estimates can proceed quickly. Special attention will need to be paid to the bidding requirements provided by the CDBG.

Two formal submittals are anticipated during the design phase. The design development documents will expand on the engineering report and include basic drawings such as a site plan, process flow diagram and a hydraulic profile. This submittal will also clarify the extent of civil, landscape, structural, mechanical and electrical work along with selecting the major equipment required for the treatment plant. This information will need to be reviewed and approved quickly in order to meet the required schedule.

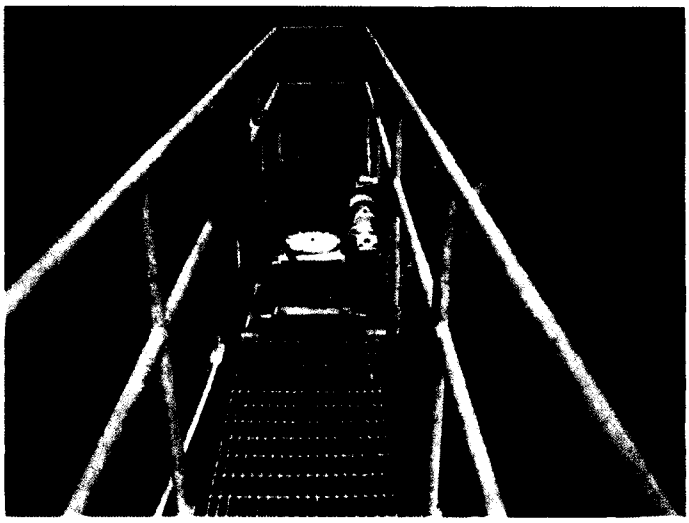
The second submittal will consist of the final drawings, specifications and bid documents for the construction authorized by the County. This will also include the final construction cost estimate and final bid form.

In addition to the formal submittals, we will provide engineering data required for the County to obtain routine permits and all required copies of the approved construction documents.

We will also conduct pre-bid and pre-construction conferences to ensure that all bidders and the selected contractor are fully aware of the project requirements. If any bidders have questions during the bidding process we will assist the County in answering these questions. Once bids are received we will evaluate all bids and prepare a recommendation for award.

It is important for the engineer to stay involved during the construction of the project. Close attention must be paid to all submittals prepared by the construction contractor and all test reports to ensure that they met the requirements of the approved contract documents. Even though it is not anticipated, if any change orders or additional instructions are required, we will issue those to the Contractor on behalf of the County. We will conduct weekly site visits to stay familiar with the progress and quality of work and submit reports on our observations to the County. If required, in place quantities can be reviewed during these site visits.

We will also assist the county with performance testing and start up of the treatment facility. The requirements for this process will be clearly identified in the construction documents in order to ensure as smooth of a process as possible and that all necessary manufacture's representatives are available for this phase of the project. Once all construction activities are complete we will participate in a final inspection and prepare a "punch list" for the Project.



Upon completion we will prepare a set of record drawings on mylar, showing changes made during construction.

The Owner of a treatment facility is also responsible for developing an operations and maintenance manual with the assistance of an engineer in accordance with 30 TAC 217.16. Jacobs has significant experience in developing these manuals and can provide a complete document in both hard copy and electronic format in order to ensure that the City meets this State requirement.

While we have completed numerous WWTPs in the past similar to the proposed project we understand that this project is unique and will require special attention to ensure that a quality product is delivered and all funding requirements are met. We also understand that the project schedule is extremely important and that the preliminary and design activities need to be completed with 60 days. While this schedule is aggressive, Jacobs has the experience and depth of resources to meet it. While we cannot control the amount of time it takes for regulatory reviews we can ensure that our documents are accurate, complete and submitted on time. You can be assured that Jacobs has the staff, experience and dedication to deliver this project successfully.

ARCHITECT – ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Fort Bend County Statement of Qualifications, Texas

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
March 31, 2009	SOQ #09-077

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Vernon Webb, PE
Manager of Projects

5. NAME OF FIRM
Jacobs Engineering Group Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
281.983.2357	832.351.7766	vernon.webb@jacobs.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) JV PARTNER	(Check) SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			Jacobs ☑ CHECK IF BRANCH OFFICE	5985 Rogerdale Road Houston, Texas 77072	**Prime contractor** - Wastewater Collection, Conveyance, and Treatment - Construction Management - Surveying
b.			✓	Geotest ☑CHECK IF BRANCH OFFICE	5600 Bintliff Drive Houston, Texas 77036	
c.			✓	Knudson ☑CHECK IF BRANCH OFFICE	8588 Katy Freeway, Suite 441 Houston, Texas 77024	

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☒ (Attached)

A successful team must have competent and proven leadership. We will dedicate highly experienced professionals to any project team--all with the common goal of providing excellent service to the project. The list below introduces our key project managers and their individual areas of specialty, followed by full resumes detailing specific project experience.

- Vernon Webb, PE – Water and Wastewater
- Hugh Brightwell – Construction Management
- David Dybala Jr., PE –Structural
- Stephen Swindell, PE – Civil
- Jeff Anderson – Environmental
- Randy Peacock, RPLS – Survey
- *Geotest - Geotechnical*
- *Knudson – Landscape Architecture*

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Vernon Webb, PE	Design Project Manager	a. TOTAL: 13	b. WITH CURRENT FIRM: 13

15. FIRM NAME AND LOCATION *(City and State)*
JACOBS
Houston, Texas

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Civil Engineering	Texas/Professional Engineer – Civil

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
As an integral member of our Infrastructure Group, Vernon primarily deals with the designs, plans, and specifications of water plants, water lines, wastewater treatment plants, sanitary sewers, and lift stations for various public and private sector clients. His successful project management is readily seen in the City of Pearland projects. These thorough and complex projects include water and wastewater plants, sewer line improvements, an environmental center and lift station, surface water interconnect, and a detention inlet. Working cooperatively and effectively with municipalities, Vernon's solid engineering and management skills work well with his understanding of regulations, budgets, restrictions, and standards.

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: City of Pearland Southwest Environmental Center Wastewater Treatment Plant Expansion, Phase 2, Pearland, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007; CONSTRUCTION (If applicable): 2009
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager. Providing full-service design and construction management for a 2.0-mgd expansion and upgrade to an existing 2.0-mgd SBR plant, headworks, filter system, surge basin/pump station, additional digester capacity, and new ultraviolet disenfection and expansion of the existing lift station with associated civil, site, electrical, and instrumentation and control upgrades. The construction value is approximately $18 million.

b.
(1) TITLE AND LOCATION *(City and State)*: Fite/Harkey Sanitary Sewer Trunk Line, Pearland, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2000; CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager. Provided engineering design services for 10,000 linear feet of proposed 30-inch surface water transmission lines from Project 7A along Cypresswood Drive to Senger Gully. The project also included 16-inch surface water lines and tie-ins to the Candlelight Service area, Harris County MUD 104, and WCID 110.

c.
(1) TITLE AND LOCATION *(City and State)*: City of Pearland FM 518 West Sewer and Lift Stations Design, Pearland, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2002; CONSTRUCTION (If applicable): 2004
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager. Provided design services for 10,000 linear feet of 18- to 30-inch gravity sanitary sewer lines, a 3.5-mgd lift station, and a 7.0-mgd lift station.

d.
(1) TITLE AND LOCATION *(City and State)*: City of Pearland I/I Studies, Pearland, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2004; CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager. Working with the City of Pearland on an ongoing I/I reduction program since 1998. The work has included cleaning and TV inspections, dye testing, smoke testing, flow metering, and manhole inspections. Jacobs compiled all of this data and made recommendations for three separate construction contracts utilizing funding from a SRF loan. The construction work completed to date has included pipe bursting, sliplining, cured-in-place pipe, manhole lining, replacement of service connections, and remove and replace.

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Hugh Brightwell	Construction Project Manager	a. TOTAL: 24	b. WITH CURRENT FIRM: 7

15. FIRM NAME AND LOCATION (City and State)
JACOBS
Houston, Texas

16. EDUCATION (DEGREE AND SPECIALIZATION)
BS/Engineering Technology

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Hugh brings expertise in interpretation and construction of all aspects of civil, structural, mechanical, and electrical disciplines. He has gained varied experience and accrued a combined knowledge of construction techniques and management functions for construction in the following areas: heavy/highway; water treatment and conveyance; wastewater collection, treatment, and conveyance; municipal waste handling; large diameter utilities; and trenchless rehabilitation techniques for potable, non-potable, and other utility systems. His background also includes the use of standard and custom database management tools to provide real time tracking of project data. He is experienced in estimating, scheduling, construction materials application and testing, surveying, interpretation of geotechnical data, constructability, claims management, and contract review.

Hugh has served as construction manager for various large capital projects and programs in the southeast Texas area and in Southeast Asia. He has been responsible for projects ranging from $500,000 to $180 million, demonstrating diversity in working for both large and small public works entities, as well as private interests, providing him with special insight into clients' needs.

He has experience with the City of Houston's surface water transmission program, groundwater/surface water distribution, surface water treatment facilities, and wastewater treatment facilities. He also provided construction management expertise for one of the largest utility districts in the state, Clear Lake City Water Authority, in managing its inflow/infiltration reduction program, wastewater treatment upgrades, and water distribution upgrades.

19. RELEVANT PROJECTS

c.
(1) TITLE AND LOCATION (City and State)
City of Pearland Southwest Environmental Center Wastewater Treatment Plan Expansion, Phase 2
Pearland, Texas

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2007 | CONSTRUCTION (If applicable): 2009

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Construction Project Manager. Providing full-service construction management and inspection service for a 2.0-mgd expansion and upgrade to an existing 2.0-mgd sequencing batch reactor treatment plant (SBR), headworks, filter system, surge basin/pump station, additional digester capacity, and new ultraviolet disenfection and expansion of the existing lift station with associated civil, site, electrical, and instrumentation and control upgrades. The construction value is approximately $18 million.

b.
(1) TITLE AND LOCATION (City and State)
City of Pearland Construction Management Standards
Pearland, Texas

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2003 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Construction Manager. Developed a standard scope of services for Construction Management/Construction Inspection Contracts for the City of Pearland.

e.
(1) TITLE AND LOCATION (City and State)
Veterans Drive Lift Station
Pearland, Texas

(2) YEAR COMPLETED: PROFESSIONAL SERVICES: 2004 | CONSTRUCTION (If applicable): 2004

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Construction Manager. provided full-service construction management and inspection for this project in conjunction with adjacent projects in the area. This project involved the coordination of caisson construction of a 10.0-mgd lift station, including all structural, mechanical piping, pumps, electrical, instrumentation and controls, area paving, security walls, site work, and extension of deep tieins to the adjacent lines up to 26 feet in depth.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David Dybala Jr., PE	Civil Engineer	a. TOTAL: 13	b. WITH CURRENT FIRM: 4

15. FIRM NAME AND LOCATION (City and State)
JACOBS
Houston, Texas

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS/Civil Engineering	TX/Professional Engineer – Civil

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Mr. Dybala is a civil engineer in the Houston Infrastructure Group. With 13 years of experience, he has provided civil design for various projects including wastewater treatment, streets/highways, utility relocations, drainage improvement, and site development. In addition, he has performed structural design for a variety of projects. Currently, Mr. Dybala is providing civil design for the Fort Bend County Freshwater Supply District No. 1, which includes the design of new water and wastewater systems for the district.

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION (City and State): Southwest Environmental Center Wastewater Treatment Plant, Phase II, Pearland, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007 | CONSTRUCTION (If applicable): 2009
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Civil Engineer. Performed structural engineering design services for the expansion of the SWEC WWTP from a capacity of 2-mgd to 4-mgd. Services consisted of structural design of a new lift station, elevated headworks, SBR basins, surge basin, filters, uv system, and digesters.

b.
(1) TITLE AND LOCATION (City and State): Veterans Drive Lift Station, Pearland, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2004 | CONSTRUCTION (If applicable): 2004
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Civil Engineer. Performed structural engineering design services for a new 1-mgd lift station.

c.
(1) TITLE AND LOCATION (City and State): Fort Bend County Freshwater Supply District No. 1 Water and Wastewater System, Fort Bend County, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing | CONSTRUCTION (If applicable): Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
District Engineer. Providing design services for a new public water distribution and wastewater collection system.

d.
(1) TITLE AND LOCATION (City and State): Fort Bend County MUD 118 Water Plant No. 1 Upgrades, Fort Bend County, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007 | CONSTRUCTION (If applicable): 2008
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Civil Engineer. Performed structural engineering design services for the expansion of water plant. Services consisted of structural design of a new concrete ringwall foundation for ground storage tank.

e.
(1) TITLE AND LOCATION (City and State): Harris County MUD 416 Water Plant, Harris County, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005 | CONSTRUCTION (If applicable): 2006
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Civil Engineer. Performed structural engineering design services for a new water plant. Services consisted of structural design of a new concrete building foundation for a precast concrete booster pump/MCC/disinfection building, ringwall foundation for ground storage tank, and foundation for hydroneumatic tank.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Stephen Swindell, PE	Civil Engineer	a. TOTAL: 11	b. WITH CURRENT FIRM: 4

15. FIRM NAME AND LOCATION (City and State)
JACOBS
Houston, Texas

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
BS/Civil Engineering	TX/Professional Engineer – Civil LA/Professional Engineer – Civil

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Mr. Swindell is a civil engineer in Jacobs ' Infrastructure Group. His experience includes performing hydraulic modeling for various projects including flood events and sanitary sewer systems. He is also proficient in programming, maintaining, and implementing GIS software. During his career, he has custom programmed GIS software to develop applications for data collection, input, and quality assurance/quality control for various projects.

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION (City and State)
City of Pearland Town Ditch from SH 35 to West Orange
Pearland, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Ongoing	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager. Providing design services for the preliminary design of the Town Ditch between SH 35 and West Orange for the City of Pearland. The overall length of the project is nearly 4,000 feet and it has an estimated capital cost of approximately $5 million. The channel system is designed for a flow in excess of 2,200 cubic feet per second and the cross section has a 14-foot bottom width with four to one side slopes and a depth of 13 feet. It will include a triple 8- by 10-foot box structure under the Burlington Northern-Santa Fe Railroad and a similar structure crossing Orange Street.

b.
(1) TITLE AND LOCATION (City and State)
City of Houston Neighborhood Sewers
Houston, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2008	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager. Responsibilities include budget and schedule tracking, data collection and coordination, and preliminary engineering recommendations. Design phase responsibilities will include design and cost estimation of the required facilities.

c.
(1) TITLE AND LOCATION (City and State)
Tenaris Drainage Study
Conroe, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2009	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager. Performed a drainage study for a 60-acre pipe manufacturing and storage site. Consisted of analysis of the existing storm drainage network with recommendations for improvements to alleviate localized building flooding. The construction cost of the required improvements is approximately $1 million.

d.
(1) TITLE AND LOCATION (City and State)
Drainage for 786 Acres at US 90 and SH 6
Houston, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2008	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Civil Engineer. Providing engineering services for drainage and detention analysis of an approximate 786-acre tract of land located at the northeast corner of US 90 and SH 6.

e.
(1) TITLE AND LOCATION (City and State)
Fort Bend County Freshwater Supply District No. 1 Water and Wastewater System Design Phase
Fort Bend County, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2005	Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Civil Engineer. Providing design services for new water and wastewater systems.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lori "Kathy" Bender, PE	Civil Engineer	a. TOTAL: 6	b. WITH CURRENT FIRM: 5

15. FIRM NAME AND LOCATION *(City and State)*
JACOBS
Houston, Texas

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS/Industrial Engineering	TX/Professional Engineer – Civil

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Ms. Bender is an engineer in the Jacobs North American Infrastructure Group in Houston. With a degree in industrial engineering, she has experience with the fabrication of pipe supports and associated products. Her experience includes designing fabrication jobs, preparing cost estimates for material and fabrication, managing the fabrication of products and creating schedules for job completions. Her overall project experience includes sanitary sewer systems, water and wastewater treatment facilities, drainage master plans, lift stations and utilities. Ms. Bender is also familiar with preparation of the permits required for wastewater projects.

Ms. Bender is currently assisting in the construction phase services for multiple projects, where she maintains records of the project's progression and provides inspection services as projects are completed. In addition, Ms. Bender is assisting in the design of a water distribution system and wastewater collection system for the Fort Bend County Fresh Water Supply District No. 1, as well as modifications to existing lift stations for emergency situations.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If applicable)
a.	Fort Bend County FWSD No. 1 Water and Wastewater System Design Fort Bend County, Texas	2005	Ongoing
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm		
	Engineer-in-Training. Providing design services for new water and wastewater systems.		
b.	(1) TITLE AND LOCATION *(City and State)* City of Pearland Southwest Environmental Center Wastewater Treatment Plan Expansion, Phase 2, Expansion 1 Pearland, Texas	2007	2009
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm		
	Engineer-in-Training. Providing full-service design and construction management for a 2.0-mgd expansion and upgrade to an existing 2.0-mgd SBR plant, headworks, filter system, surge basin/pump station, additional digester capacity, and new ultraviolet disenfection and expansion of the existing lift station with associated civil, site, electrical, and instrumentation and control upgrades. The construction value is approximately $18 million.		
c.	(1) TITLE AND LOCATION *(City and State)* City of Pearland Town Ditch from SH 35 to West Orange Pearland, Texas	Ongoing	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm		
	Engineer-in-Training. Providing design services for the preliminary design of the Town Ditch between SH 35 and West Orange for the City of Pearland.		
d.	(1) TITLE AND LOCATION *(City and State)* City of Pearland Veterans Lift Station and Sanitary Sewer Pearland, Texas	2004	2004
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm		
	Engineer-in-Training. Provided structural and civil design services for a 10.6-mgd lift station, 2,200 linear feet of 30-inch sanitary sewer, and 100 linear feet of 12-inch sanitary sewer.		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jeff Anderson	Environmental	a. TOTAL: 24	b. WITH CURRENT FIRM: 12

15. FIRM NAME AND LOCATION *(City and State)*
JACOBS
Houston, Texas

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Anderson has extensive experience in the environmental and public involvement processes required for obtaining appropriate approvals for various types of transportation-related projects (highways, bridges, aviation, and rail), as well as non-transportation related projects. His experience includes the preparation and processing of more than 100 Environmental Assessments; Environmental Impact Statements; categorical exclusions; and environmental studies, analyses, and reports in accordance with applicable federal, state, and local regulations, policies, standards, and guidelines.

Mr. Anderson served as an Environmental Specialist within the Environmental Section of the Texas Department of Transportation (TxDOT) Houston District for six years, the last two years as the Assistant Supervisor. During his tenure at TxDOT, Mr. Anderson prepared and processed more than 50 Environmental Assessments, Environmental Impact Statements, categorical exclusions, and other environmental documents for various types of highway improvement projects, ranging from the addition of auxiliary lanes and shoulders to new location freeways. While acting as liaison for TxDOT, Mr. Anderson established a solid working relationship with various local, county, state, and federal agencies.

With a strong knowledge of the National Environmental Policy Act (NEPA) and Council on Environmental Quality regulations for implementing the procedural provisions of NEPA, Mr. Anderson is an asset to any project. He is very familiar with environmental guidelines and procedures established by federal agencies, including the Federal Highway Administration, Federal Aviation Administration, Federal Transit Administration, U.S. Department of Housing and Urban Development, and the Environmental Protection Agency.

His project/construction management experience includes project management planning; right-of-way acquisition; constructability review; master schedule development and updating; schedule control; cost management; contract administration/management; utility relocation; community/public relations; and environmental monitoring.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If applicable)
a.	North Harris County Regional Water Authority Project 14A Harris County, Texas	2007	2008
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm		
	Environmental Planner. Provided environmental planning services for a proposed 30-inch water transmission line from Project 7A along Cypresswood Drive to the Harris County WCID 110 tie in near the intersection of Cypresswood Drive and Senger Gully.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	
d.	FM 1314 Environmental Assessment Montgomery County, Texas	2003	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm		
	Project Manager. Prepared an Environmental Assessment for FM 1314 from 2.3 miles north of Loop 494 to SH 242. The project consists of widening the roadway from a two-lane undivided facility to a four-lane divided facility. The project length is approximately 11 miles.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Randy Peacock, RPLS	Survey	a. TOTAL: 35	b. WITH CURRENT FIRM: 6

15. FIRM NAME AND LOCATION *(City and State)*
JACOBS
Houston, Texas

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
	TX/Registered Professional Land Surveyor

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Peacock has valuable experience in land surveying. His background includes residential and commercial properties, as well as surveys for precise second order horizontal and vertical controls, raw acreage boundary surveys, topographic, right-of-way acquisition, ALTA/ASCM, and construction surveying projects for various public and private entities. He has completed various types of surveys for the WindRose, Greatwood, Waterside Estates, Autumn Creek, and Laurel Creek developments in Fort Bend and Harris Counties. Currently, Mr. Peacock is performing surveying services for the development of CVS Pharmacy stores.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	NHCRWA Water Distribution and Transmission System - Project 15A Houston, Texas	2007	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	Surveying Technician. Providing engineering design services and surveying for a proposed NHCRWA water transmission line along Louetta Road in northwest Houston. The waterline runs along Louetta Road from Memorial Chase Boulevard to Squires Road, connecting NHCRWA Projects 4 and 7C. The proposed alignment consists of more than 10,000 linear feet of 36-inch waterline, of which approximately 60 percent will require tunneling techniques.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
b.	NHCRWA Water Distribution and Transmission System - Project 6A Houston, Texas	2005	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	Surveyor. Provided engineering design services for a proposed 30- to 36-inch water transmission line from Louetta Road to the Harris County Water Control and Improvements District 119 water plant on Spring Cypress and the Louetta North Public Utility District. Also provided survey services for a topographic survey, preparation of metes and bounds, and abstracting parcels.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
c.	METRO Light Rail Transit Topographic Survey Houston, Texas	2000	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	Project Manager. Established project Horizontal and Vertical Control Monuments along proposed rail route. Performed topographic surveys and prepared a digital terrain model for design.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
d.	Allen Parkway Village Underground Utilities Houston, Texas	1998	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	Project Manager. Provided construction staking of underground utilities.		
	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
e.	TxDOT Houston District Survey Evergreen Houston, Texas	2005	
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	Project Manager. Providing surveying services for any authorized project within Brazoria, Harris, Fort Bend, Galveston, Montgomery, and Waller Counties under this contract with TxDOT Houston District.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	X. EXAMPLE PROJECT KEY NUMBER
	1

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Southwest Environmental Center Wastewater Treatment Plant Phase I Pearland, Texas	1998	2000

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pearland	Danny Cameron	(281) 652-1904

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost.)

Jacobs was contracted by the City of Pearland to provide planning, funding assistance, design and construction administration services for the first phase of the South West Environmental Center Wastewater Treatment plant project. The overall project included obtaining a State Revolving Fund (SRF) loan, complete engineering feasibility reports, modifications to the City's Walnut lift station to allow it to pump flow to either the Barry Rose or Southwest Environmental Center wastewater treatment plants, a new force main and gravity sewer from the Walnut lift station to the Southwest Environmental Center site and a grass roots treatment plant. The design of the force main and gravity sewer was completed by a sub-consultant and the design of the treatment plant and lift station modifications were completed by Jacobs.

The piping headers in the Walnut lift station were modified so that flow from each pump could be conveyed to either the existing Barry Rose or new Southwest Environmental Center wastewater treatment plants. These modifications have allowed the City to balance the amount of flow going to each treatment facility based on development patterns, maintenance requirements and permit limitations.

The wastewater treatment plant was designed for a phase I average daily flow capacity of 2.0 MGD with peak flow capacity of 6.0 MGD. Major components included an onsite lift station and flow splitting structure to facilitate the installation of a future lift station, head works with a shaftless screw fine screw, four Sequencing Batch Reactor (SBR) basins, traveling bridge sand filter, ultraviolet disinfection, aerobic digesters, centrifuge sludge dewatering and non-potable water system. Planning was also completed to allow for an additional 6.0 MGD of average daily flow capacity to be added to the site in the future. The project bid in 1999 for a cost of about $5.3 million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	F. EXAMPLE PROJECT KEY NUMBER
	2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Southwest Environmental Center Wastewater Treatment Plant Expansion Phase II Pearland, Texas	2007	2009

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pearland	Danny Cameron	(281) 652-1904

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Jacobs provided planning, evaluation, design, and construction management services for Phase II of the Southwest Environmental Center wastewater Treatment Plant. It was determined during the planning phase of the project that the original service area and ultimate capacity for the treatment plant were no longer adequate due to several annexations completed by the city and changes in projected growth patterns since the first phase of the project was completed. This necessitated an increase in the ultimate average daily treatment capacity from 8.0 mgd to 12.0 mgd. In addition, the peak flow rates exceeded the anticipated peaking factor of 3 and an increase to 4 was also recommended. The combination of these effectively doubled to peak flow capacity of the ultimate plant from 24 mgd to 48 mgd. By utilizing improved technologies and common wall construction a plan was developed to fit the additional required capacity within the same foot print as originally planed for the ultimate facility. The planning report also investigated a potential upgrade to ultraviolet light disinfection at the City's Barry Rose and Longwood wastewater treatment facilities.

The actual design included a 2-mgd expansion and upgrade to the existing 2.0 mgd sequencing batch reactor (SBR) wastewater treatment plant. Due to rapid growth in the area, the team was tasked with developing alternative ideas for minimizing the impacts of future expansions which were projected to occur within a year of the completion of the proposed project. To accomplish this, Jacobs proposed constructing certain structural and underground piping components for a 6-mgd treatment facility during the construction of the 4-mgd plant. This idea would allow the City to obtain an economy of scale on its large concrete structures. The City would then install the additional equipment in these basins as needed with minimal disruption to existing operations. Even though these additional basins were designed, the City elected not to construct them due to budgetary concerns and a slow down in growth that occurred between the planning and construction of the project. The plant upgrade included new headworks capable of treatment the ultimate flow of 48 mgd, two new SBR basins, modifications to the existing SBR basins to increase their maximum capacity during storm events, upgrades to the SBR control system and equipment, a new cloth disk filter system, post SBR equalization basin/pump station, additional digester capacity, new ultraviolet disinfection system, installation of a new wet well and expansion of the existing lift station. All of these improvements were designed to minimize the effect on the existing operating plant and to keep existing units in service until the new facilities were complete. The project bid in 2007 at a cost of $18.3 million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT			20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION *(City and State)* **FM 518 West Sanitary Sewer and Lift Stations Pearland, Texas**	22. YEAR COMPLETED		
	PROFESSIONAL SERVICES 2002	CONSTRUCTION *(If applicable)* 2004	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pearland	Danny Cameron	(281) 652-1904

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size and cost.)*

Jacobs provided planning, design and construction phase engineering services, along with full service construction management and inspection to the City of Pearland for this project. The project consisted of a combination of a gravity collection system and regional lift stations as the most cost-effective method to provide sewer service to approximately 1,500 acres within the service area. The project required the open-cut and trenchless installation of approximately 10,000 linear feet of 18- to 30-inch sanitary sewer lines up to 25 feet deep, associated manholes, and two caisson constructed lift stations with capacities of 3.5 and 7.0 mgd. The project was complicated due to rapid development occurring in the area with several new shopping centers being constructed between the time the plans were completed and the commencement of construction in certain areas The design and construction management staff of Jacobs, along with city personnel, worked closely together to coordinate issues associated with the design, property acquisition, commercial development, and impacts to existing residents and businesses to deliver this critical project to the rapidly developing area. Construction value was $3.24 million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT			20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED		
Fort Bend County Fresh Water Supply District (FWSD) No. 1 **Fort Bend County, Texas**	PROFESSIONAL SERVICES On-going	CONSTRUCTION *(If applicable)* On-going	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Fort Bend County FWSD No. 1	John Borden	(281) 431-1414

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Jacobs Engineering is the District Engineer for the Fort Bend County Fresh Water Supply District No. 1 (FWSD #1). FWSD #1 encompasses 4,326 acres and is located along the FM 521 corridor east of Missouri City. The area currently exists without a public water and wastewater system. Water is currently provided to residents by private water wells that produce low quality water with significant color, odor, and taste problems. Wastewater is currently being treated by the use of private septic tanks, which have caused numerous health violations. Jacobs Engineering will handle the design and construction management for the water and wastewater system as well as handle coordinating the various funding sources for these projects.

The total construction cost for the public water and sewer system for FWSD #1 was estimated at over $27,000,000 in 2002. Over the last several years Jacobs Engineering has applied for funding through state and federal agencies including, but not limited to, the Texas Water Development Board (TWDB), Environmental Protection Agency (EPA), and Fort Bend County Community Development Block Grants. Along with all of these applications, Jacobs has written various Preliminary Engineering Reports, Engineering Feasibility Reports, and Environmental Reports.

Due to the high total construction cost, FWSD #1 has divided the work into phases. The water model for the entire district is complete and the Phase 1 water and sewer is currently in design and construction. Phase 1 is designed to reach the neighborhoods in the district with the highest population densities. The Phase I package consists of a water plant capable of serving approximately 2,500 connections; 25,000 linear feet of 12- and 16-inch water transmission lines; 72,000 linear feet of 6-, 8-, and 10-inch water distribution lines; 74,000 linear feet of 8-, 10-, and 12-inch wastewater collection lines; 22,000 linear feet of 8- and 14-inch wastewater force main; 1- and 2.5-mgd lift stations; and an expansion of the City of Arcola's wastewater treatment plant to treat wastewater from the district. Preliminary design work has been completed for all of Phase I. Currently, the water plant, FM 521/Trammel-Fresno distribution line, and the Fresno Ranchos Subdivision water lines are complete. The wastewater treatment plant expansion is currently under construction.

Two additional neighborhood water lines are expected to bid by the end of 2009. The sewer projects were on hold awaiting approval of the Environmental Report and are expected to begin design by May of 2009. Design considerations in this area include but are not limited to rail road crossings, narrow rights-of-way, existing private utilities, illegal septic systems, ineffective roadside ditches, City of Houston Extra Territorial Jurisdiction, City of Pearland Extra Territorial Jurisdiction, Fort Bend County, Fort Bend County Drainage District, Texas Department of Transportation, TWDB, Texas Commission of Environmental Quality, EPA, Core of Engineers, gas transmission lines, school zones, Gulf Coast Water Authority crossings, and bayou crossings.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT			H EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*	
Fort Bend County MUD 118 Wastewater Treatment Plant Fort Bend County, Texas	2005	2007	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Fort Bend County MUD 118	Herman Little	(713) 652-6500

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Jacobs has completed permitting and design for a 0.75-mgd SBR wastewater treatment plant expansion for Fort Bend County MUD 118. The TCEQ had issued a moratorium on additional discharges into the receiving stream and the district was in need of doubling its permitted treatment capacity to an ultimate flow rate of 1.5 mgd. Jacobs was able to design and permit a wastewater treatment system that would expand the existing temporary 0.3-mgd plant to 0.75 mgd. A future expansion to 1.5 mgd is planned without any future increase in the allowable Biological Oxygen Demand discharge loading. The treatment plant design included a headworks with a rotating drum fine screen, two SBR basins (with two additional basins planned in the future), two digesters, a blower/control building, chlorine contact basins, and room for future tertiary filtration. The project also included modifications to an existing offsite lift station that pumps flow directly to the facilities headworks. The project bid in 2006 at a cost of $3.1 million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT			X. EXAMPLE PROJECT KEY NUMBER
			6
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*	
Green Tee Lift Station **Pearland, Texas**	2008	2009	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pearland	Danny Cameron	(281) 652-1904

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Jacobs Engineering was contracted by the City of Pearland to design a 0.95 MGD lift station to replace the existing Green Tee Lift Station No. 4. The location of the existing lift station was in a residential driveway with the equipment behind the residence, adjacent to the Green Tee Golf Course, making access and maintenance troublesome. The new lift station was to be built on City property across the street from the existing wet well while the existing lift station was operational. One of the difficulties in designing the new lift station was that accurate flow data on the existing airlift pumps was not available. The new, two pump lift station was designed SCADA ready for incorporation into the City's SCADA system. The old lift station was to be converted into a manhole after the new lift station was operational. The new lift station included an 8-foot tall wooden fence with wrought iron gate, to match the neighborhood. The driveway and lift station enclosure were designed with the City's trailer mounted portable generators in mind for emergency situations. The construction cost was $420,000.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant
b.	Jacobs	Fort Worth	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT			20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*	
Veterans Drive Lift Station **Pearland, Texas**	2004	2004	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pearland	Danny Cameron	(281) 652-1904

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Jacobs provided full-service construction management and inspection for this project in conjunction with adjacent projects in the area. This project involved the coordination of caisson construction of a 10.0-mgd lift station, including all structural, mechanical piping, pumps, electrical, instrumentation and controls, area paving, security walls, site work, and extension of deep tieins to the adjacent lines up to 26 feet in depth. The team assisted the contractor and the city in critical coordination to place the new lift station into service with the new and existing collection systems. Jacobs also assisted in coordinating the abandonment of existing lines and lift stations. Construction value of this project is $1.2 million.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER
	8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Town Ditch from SH 35 to West Orange Pearland, Texas	On Going	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Pearland	Skipper Jones	(281) 652-1748

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Jacobs has completed the hydraulic analysis of alternatives for Town Ditch between Orange Street and SH 35 and resulting Preliminary Engineering Report, and is currently finalizing the detailed design of this project. This proposed channel is necessary because poor conveyance in the existing channel upstream of Highway 35 results in an unrecoverable build-up of water levels, creating a flood-prone region.

Proposed improvements include the restructuring of the crossing at Orange Street, and downstream channel improvements that utilize a relocation of the main channel section and include a new crossing under the railway. Under ultimate watershed development conditions, these improvements produce a reduction of water surface elevations in the range of 0.5 feet to 1.8 feet.

This project will include trapezoidal open channel segments and box culverts, with overall project length of early 4,000 feet, and has an estimated capital cost of approximately $7 million. The total channel system is designed for a flow in excess of 2,200 cubic feet per second with the stretch under design conveying ~900 cubic feet per second.

In order to determine the final layout, taking into account recent changing land acquisition issues, this project required coordination with several local agencies, among them are: Pearland Economic Development Corporation, Pearland Independent School District, Brazoria Drainage District No.4, and the Texas Department of Transportation.

The typical cross section has a 12-foot bottom width, with four to one side slopes, and a depth of 12 feet. One particular reach of the channel will have two to one side slopes and utilize special slope stabilization. The crossing of Orange Street at the upstream end will contain an arch-shaped aluminum box culvert with a 26 foot span and seven foot rise. Utilization of this particular product will allow the use continued of the existing drainage structures, both during and after construction. The crossing at the Burlington Northern Santa Fe Railroad will be a triple 5- by 8-foot box structure, installed by jack-and-bore, to allow construction without railway closure.

TxDOT is designing the SH 35 bridge.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT			20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED		
Graytown Road Wastewater Treatment Plant **San Antonio, Texas**	PROFESSIONAL SERVICES 2008	CONSTRUCTION *(If applicable)*	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
San Antonio River Authority	Jim Doerson	(210) 302-3618

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Jacobs provided design services for the new Graytown Road Wastewater Treatment Plant. The plant was designed for a new service area encompassing approximately 17,353 acres (27 square miles) in the Graytown Road service area. Jacobs also designed the new sanitary sewer pipelines of varying sizes to convey sewage flows from the proposed development to the new WWTP lift station.

The Graytown wastewater treatment plant (WWTP) was designed for an average daily design capacity of 2.0 MGD with a peak flow capacity of 6.0 MGD. The WWTP was designed to allow for future treatment plant expansions with an ultimate average daily plant capacity 18.0 MGD and a peak flow capacity of 54 MGD.

The plant design included a lift station, headworks screening and flow splitter structure, four aeration basins, two gravity clarifiers, effluent ultraviolet (UV) disinfection, and sludge dewatering. The design of the lift station included automatic flush valves designed to flush the bottom of the wet well structure and an additional manhole upstream of the proposed wet well to allow for future flow splitting to multiple lift station wet wells.

The biological treatment system design included four aeration basins designed for the STM-Aerotor process by WesTech and two 80 ft. diameter clarifiers with return and waste activated sludge pumping systems. The waste activated sludge system included a polymer sludge dewatering system for transport of dewatered sludge to either for final disposal or further treatment followed by lime stabilization for beneficial use.

The plant design also included effluent ultraviolet (UV) disinfection with flow pacing of the UV output to reduce plant energy costs.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER
	10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Harris County MUD 412, Lift Stations 1 and 2 **Houston, Texas**	2005	2006

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Harris County MUD 412	Steve Sams (Perry Homes)	(713) 948-7783

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size and cost.)*

Jacobs completed planning, design, permitting, construction phase engineering and inspection services for two lift stations within Harris County MUD 412. Lift station number 1 has a capacity of 1 mgd. Lift station number 2 is located on the District's wastewater treatment plant site. The lift station has an initial capacity of 2 mgd and an ultimate capacity of 8 mgd.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Jacobs	Houston, Texas	Prime Consultant

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below, before completing table. Place "X" under project key number for project participation same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Vernon Webb, PE	Design Project Manager	X	X	X	X	X	X	X	X	X	X
Hugh Brightwell	Construction Project Manager		X	X	X	X	X	X	X	X	
David Dybala Jr., PE	Civil Engineer		X		X	X	X	X	X	X	X
Stephen Swindell, PE	Civil Engineer		X		X				X		
Kathy Bender, PE	Civil Engineer		X	X	X	X	X	X	X		
Jeff Anderson	Environmental Planner				X						
Randy Peacock, RPLS	Survey				X						

29. EXAMPLE PROJECT KEY

No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1.	Southwest Environmental Center Wastewater Treatment Plant Phase I	6.	Green Tee Lift Station
2.	Southwest Environmental Center Wastewater Treatment Plant Phase II	7.	Veterans Drive Lift Station
3.	FM 518 West Sanitary Sewer and Lift Stations	8.	Town Ditch form SH 35 to West Orange
4.	FWSD No. 1	9.	Graytown Road Wastewater Treatment Plant
5.	Fort Bend County MUD 118 Wastewater Treatment Plant	10.	Harris County MUD 412, Lift Stations 1 and 2

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

For any additional information regarding the services we offer, our people, or our projects, please contact Vernon Webb, PE at 281.983.2357 or vernon.webb@jacobs.com.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
Michael Perez	May 6, 2009

33. NAME AND TITLE
Michael Perez, PE
Operations Manager for North American Infrastructure

AUTHORIZED FOR LOCAL REPRODUCTION
MANDATORY USE DATE OF FORM 6/2004

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EXHIBIT B

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS

I.
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title 24 Code of Federal Regulations Part 1. In accordance with the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor receives Federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure is thereon provided or improved with the aid of Federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Contractor will further comply with federal regulations, 24 CFR Part 1, which implement the act.

II.
FAIR HOUSING REQUIREMENTS

The Contractor shall comply with the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100, Part 109, and Part 110. No person in the United States shall, on the basis of race, color, religion, sex, national origin, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

III.
EXECUTIVE ORDER 11063

The Contractor shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Contractor will take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities area, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

IV.
SECTION 109 OF THE COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Community Development Act of 1974, in that no person in the United States shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

V.
EXECUTIVE ORDER 11246

The Contractor shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (451 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts.

Contractor agrees that contractors and subcontractors on Federal or federally-assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

VI.
RELOCATION, ACQUISITION & DISPLACEMENT

The Contractor agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Contractor agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VII.
SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

A. The Contractor shall, to the greatest extent feasible, give opportunities for training and employment to lower-income residents of the County and shall award contracts for work in connection with the Project to business concerns which are located in or owned in substantial part by persons residing in the County.

B. The Contractor shall include the phrase in paragraph A in all contracts for work in connection with this project.

VIII.
LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

IX.
USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS

The Contractor shall not use assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under provisions of 24 CFR Part 24.

X.
UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

The Contractor and its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44) as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 570.502.

XI.
CONFLICT OF INTEREST

A. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from the Agreement.

B. In accordance with 24 CFR Part 570.611, no persons described in paragraph C who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to CDBG activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. The requirements of paragraph B apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, Contractor, and

of any designated public agency, or subrecipient under 24 CFR Section 570.20 which receives funds under the CDBG grant agreement with HUD.

XII.
ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

The Contractor agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation.

XIII.
ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

XIV.
MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The Contractor shall comply with Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Contractor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

XV.
DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP

The Contractor shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 61-1-07) and implementing regulations at 24 CFR part 146. The Contractor shall not discriminate against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

XVI.
RECORDS FOR AUDIT PURPOSES

Without limitation to any other provision of this Agreement, the Contractor shall maintain all records concerning the Project that will facilitate an effective audit to determine compliance with program requirements. Records shall be kept for three (3) years from the expiration date of the Agreement. The Contractor will give the County, HUD, and the Comptroller General of the United States, the General Accounting Office or any of their authorized representatives access to and the right to examine, copy or reproduce all records pertaining to the acquisition and construction of the Project and the operation of the Project. The right to access shall continue as long as the records are required to be maintained.

XVII.
DRUG FREE WORKPLACE ACT OF 1988

The Contractor shall comply with the Drug Free Workplace Act of 1988 and certify that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR part 24, subpart F.

ExhibitA

EXHIBIT C

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this 11 date of November, 2009.

By _____
(signature)

Robert M. Clement
(typed or printed name)

Group Vice President
(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

1015CERT

RECORDED ON 12-17-09
IN THE COMMISSIONER COURT
MINUTES OF 12-8-09

EXHIBIT D

Conflict of Interest Disclosure Form

The CDBG regulations at 24 CFR 570.611 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient receiving CDBG funds; and

(1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds; or

(2) who is in a position to participate in a decision-making process; or gain inside information with regard to these activities;

may obtain a financial interest or benefit from a CDBG-assisted activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

A disclosure of the nature of the conflict must be made at the time a proposal for CDBG Program funds is submitted to the Fort Bend County Community Development Department.

__X__ I certify that no conflict of interest exists between Fort Bend County and

Jacobs Engineering Group Inc.
(Name of Organization)

_____ I certify that a conflict of interest exists between Fort Bend County and

_____
(Name of Organization)

The nature of the conflict of interest is described below: (Please identify the individual, employment, and the conflict of interest [their affiliation with your organization].)

_____

_____

_____

_____ 11/11/09
Signature of Authorized Agency Official DATE

Robert M. Clement, Group Vice President
Typed Name and Title