

FORT BEND COUNTY FY 2010

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 01/26/2010

Submitted By: Mary Reveles

Court Agenda Date: 02/02/2010

Department: County Attorney

Phone Number: 341-4554

SUMMARY OF ITEM: CONSENT ITEM**ENGINEERING:**

Approve extension of the following Professional Engineering Services Agreements for the 2007 Mobility Bond Projects until December 301, 2011:

- A. Project No. 703 Falcon Landing – Huitt Zollars, Inc.
- B. Project No. 719 Burney Road – CLR, Inc.
- C. Project No. 725 Harlem Road – IDCUS INC. dba IDC Inc.
- D. Project No. 732 Greenbusch Road – Cobb Fendley & Associates, Inc.
- E. Project No. 733 Katy-Gaston Road – Jacobs Engineering Group, Inc.
- F. Project No. 734 Katy- Flewellen Road – Chiang, Patel & Yerby, Inc.
- G. Project No. 741 West Bellfort Road – Bury + Partners – HOU, Inc.
- H. Project No. 718/769 Brand Lane – SES Horizon Consulting Engineers, Inc.

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☐ NO ☐ N/AFUNDNG SOURCE: Accounting Unit: Account Number: N/A
Activity (If Applicable):

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

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)If by E-Mail to ospindon@co.fort-bend.tx.us

If by Fax to (281) 341-8609

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

2-810

2 origs. each ret. to
mary at CO Attorney

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 703 – FALCON LANDING BOULEVARD**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and HUITT-ZOLLARS, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about February 26, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Falcon Landing Boulevard, Project No. 703, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

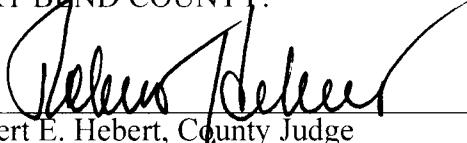
2. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

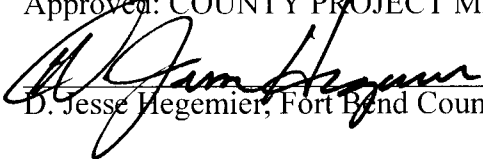
This First Amendment shall not become effective until executed by County.

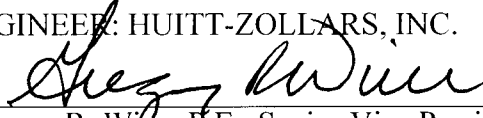
FORT BEND COUNTY:


Robert E. Hebert, County Judge

2-2-10
Date

Attest: 
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Megemier, Fort Bend County Engineer

ENGINEER: HUITT-ZOLLARS, INC.

Gregory R. Wine, P.E., Senior Vice President

1.27.10
Date

Attest:

MER:Engineering Services Agreement.Huitt-Zollars.3791-703- First Amendment

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CLR, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about September 1, 2009, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Burney Road, Project No. 719, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

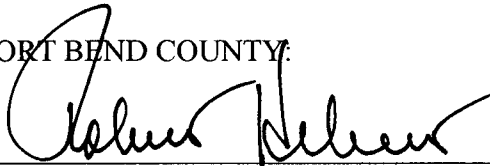
2. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION

This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

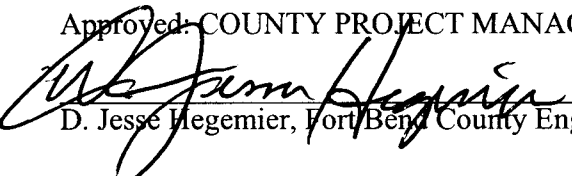
2-2-10
Date

Attest:



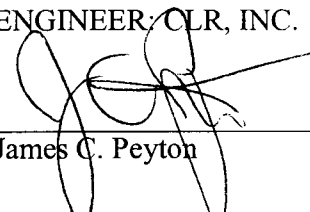
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER



D. Jesse Megemier, Fort Bend County Engineer

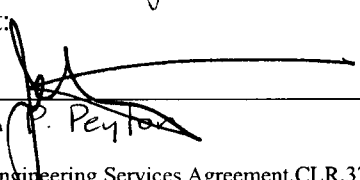
ENGINEER: CLR, INC.



James C. Peyton

1/25/2010
Date

Attest:



John P. Peyton
MER:Engineering Services Agreement.CLR.3791-719.AMEND

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS THIRD AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and IDCUS INC., dba IDC INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about February 12, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Harlem Road from U.S. 90A to Plantation Drive, Project No. 725, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and a First Amendment to the Agreement, increasing funding for the Project by \$17,536.00; and a Second Amendment increasing funding for the Project by \$13,820.00.

WHEREAS, County and Engineer now desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

2. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. If there is a conflict between this Third Amendment and the Agreement, First and Second Amendment, the provisions of this Third Amendment shall prevail.

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EXECUTION

This Third Amendment shall not become effective until executed by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

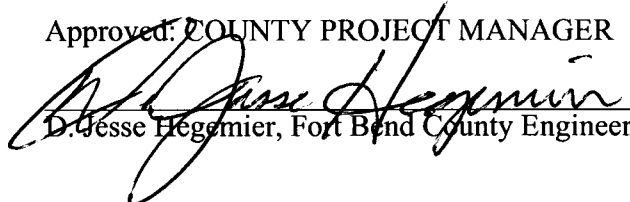
2-2-10
Date

Attest:



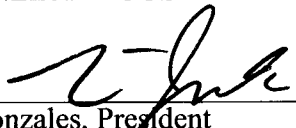
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER



D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: IDCUS Inc. dba IDC, Inc.

for 

Jim Gonzales, President

1-21-10
Date

Attest:



MER:Engineering Services Agreement.IDC.3791-725.3rd.Amendment

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO: 732 – GREENBUSCH ROAD**

THIS SECOND AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and COBB FENDLEY & ASSOCIATES, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about January 8, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Greenbusch Road, Project No. 732, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and a First Amendment increasing Engineer’s compensation in the amount of \$106,000;

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

2. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

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EXECUTION

This Second Amendment shall not become effective until executed by County.

FORT BEND COUNTY:



Robert E. Hebert, County Judge

2-2-10
Date

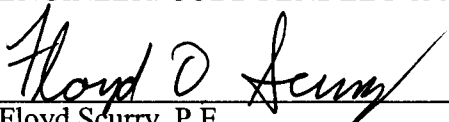
Attest: 

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

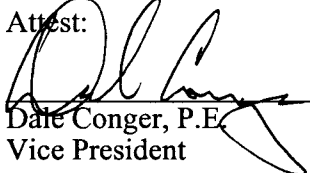

D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: COBB FENDLEY & ASSOCIATES, INC.



Floyd Scurry, P.E.
Transportation Manager

1/22/10
Date

Attest: 

Dale Conger, P.E.
Vice President

MER:Engineering Services Agreement.Cobb Fendley.3791-732- 2nd Amendment

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 733 – KATY-GASTON ROAD**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and JACOBS ENGINEERING GROUP, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about January 8, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Katy Gaston Road, Project No. 733, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

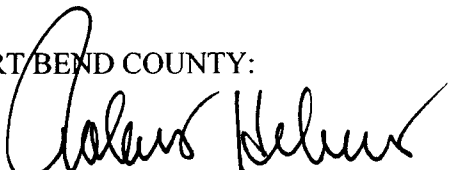
2. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION


This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:


Robert E. Hebert, County Judge

2-2-10
Date

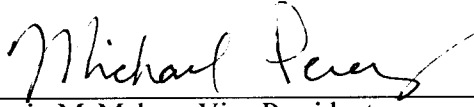
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER


D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: JACOBS ENGINEERING GROUP, INC.


~~Kevin McMahon, Vice President~~

Michael Perez, Operations Manager

1-28-10
Date

Attest:

MER:Engineering Services Agreement.Jacobs.3791-733.AMEND

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 734 – KATY-FLEWELLEN ROAD**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and CHIANG, PATEL & YERBY, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about January 15, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Katy-Flewellen Road, Project No. 734, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

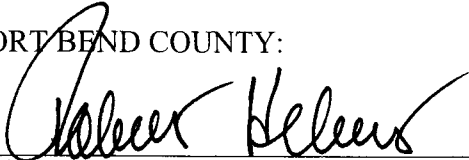
2. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
3. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION

This First Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

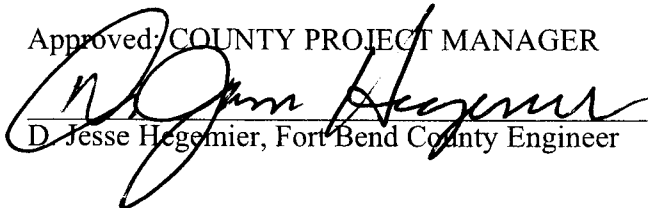

Robert E. Hebert, County Judge

2-2-10
Date

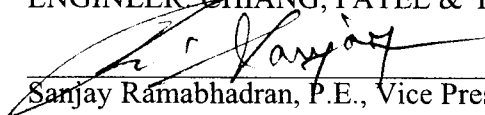
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER


D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: CHIANG, PATEL & YERBY, INC.


Sanjay Ramabhadran, P.E., Vice President

Jan. 22, 2010
Date

Attest:



MER:Engineering Services Agreement.Chiang.3791-734.AMEND

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 741 – WEST BELLFORT**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and BURY + PARTNERS – HOU, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about February 5, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of West Bellfort, Project No. 741, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

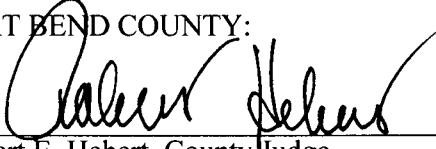
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EXECUTION

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FORT BEND COUNTY:

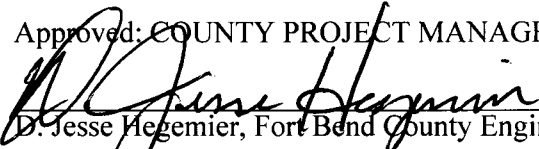

Robert E. Hebert, County Judge

2-2-10
Date


Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER



D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: BURY + PARTNERS – HOU, INC.


Bob D. Boozer, CDE, P.E.
Managing Principal

1-26-2010
Date

Attest:


Nancy Burchfield

MER:Engineering Services Agreement.Bury Partners.3791-741.AMEND

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 718 & 769 – BRAND LANE**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and SES HORIZON CONSULTING ENGINEERS, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about June 10, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” for the expansion of Brand Lane, Project No. 718 & 769, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to extend the time for performance as set forth below.

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

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of County and shall terminate on or before December 31, 2011.”

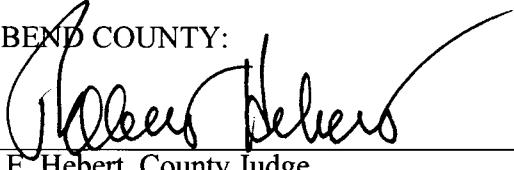
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EXECUTION


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FORT BEND COUNTY:

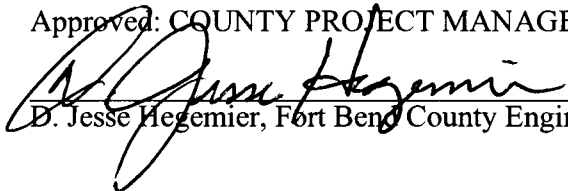

Robert E. Hebert, County Judge

2-2-10
Date

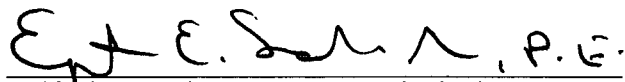
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

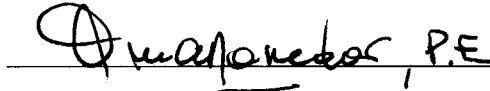

D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: SES HORIZON CONSULTING ENGINEERS, INC.


Epifanio E. Salazar, Jr., P.E., Principal

01-21-2010
Date

Attest:


Epifanio E. Salazar, Jr., P.E.

MER:Engineering Services Agreement.SES.3791-718&769.AMEND