

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: 03/29/2010

Submitted By: Mary Reveles

Court Agenda Date: 04/06/2010

Department: County Attorney

Phone Number: 341-4554

SUMMARY OF ITEM:

ENGINEERING:

Take all appropriate action on the Third Amendment to the Professional Engineering Services Agreement between Fort Bend County and Cobb Fendley & Associates, Inc. in an additional amount not-to-exceed \$50,000, for a total project cost not-to-exceed \$1,006,000 for improvements to Greenbusch Road. Mobility Bond Project No. 732. (Fund: 2007 Mobility Bonds). A

Take all appropriate action on the Second Amendment to the Professional Engineering Services Agreement between Fort Bend County and Jacobs Engineering Group, Inc. in an additional amount not-to-exceed \$30,000, for a total project cost not-to-exceed \$930,000 for improvements to Katy-Gaston Road. Mobility Bond Project No. 733. (Fund: 2007 Mobility Bonds). B

FINANCIAL SUMMARY:BUDGETED ITEM: YES ☐ NO ☐ N/A

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

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

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☒ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us

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):

4-9-10 2 origs each ret. to Mary
at Co. Attorney

COUNTY JUDGE
RECEIVED

MAR 25 2010

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

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 COBB FENDLEY & ASSOCIATES, 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 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;” a First Amendment increasing Engineer’s compensation in the amount of \$106,000, and a Second Amendment extending the Agreement until December 31, 2011;

WHEREAS, County and Engineer desire to amend the Agreement to provide for additional funding due to scope changes for the Project as set forth below.

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

AGREEMENT

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

“For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$1,006,000.00, including all reimbursable expenses, as detailed below:

- A. \$850,000.00 for services provided under the Agreement;
- B. \$106,000.00 for additional services provided in the First Amendment
- C. \$50,000.00 for scope changes under this Third Amendment.

2. Section XVI of the Agreement is hereby amended as follows:

16.01 “Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$1,006,000.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.”

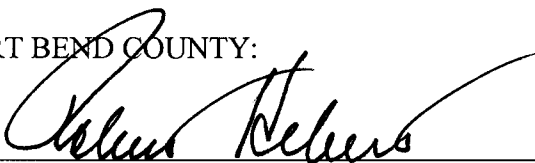
- 16.02 “Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$1,006,000.00 for described scope of services in all executed Work Authorizations.”
3. Attached hereto is Exhibit A – letter from Schaumburg & Polk dated March 17, 2010 regarding the increase, and Exhibit B – the Agreement approved by County on January 8, 2008, Exhibit C – the First Amendment and Exhibit D – the Second Amendment, all incorporated by reference as if set forth therein verbatim for all purposes.
 4. Except as modified herein, the Agreement and Amendments remain in full force and effect and has not been modified or amended.
 5. If there is a conflict between this Third Amendment and the Agreement and previous Amendments, the provisions of this Third Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

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

FORT BEND COUNTY:


Robert E. Hebert, County Judge

4-6-2010
Date

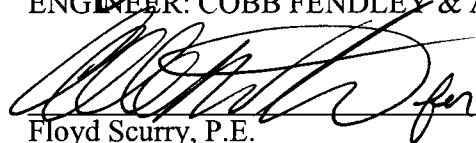
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

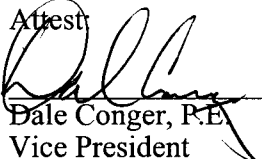

D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: COBB FENDLEY & ASSOCIATES, INC.


Floyd Scurry, P.E.
Transportation Manager

3-25-10
Date

Attest:


Dale Conger, P.E.
Vice President

MER:Engineering Services Agreement.Cobb Fendley.3791-732- 3rd Amendment

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,006,000.⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract.

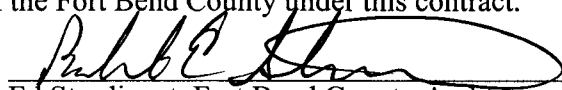

Ed Sturdivant, Fort Bend County Auditor

Exhibit A



March 17, 2010

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

Re: Greenbusch Road (FBC Project No. 732)
Contract Amendment for Cobb, Fendley & Associates

Project No. 300701.05

Dear Mr. Hegemier:

At the request of the County, Cobb Fendley & Associates, Inc. will be participating in the construction phase of the Greenbusch Road project. Construction Phase Services was not considered in the original negotiations with Cobb Fendley. A contract amendment will therefore be required to add this service. We have prepared a fee estimate resulting in the need for a contract fee increase in the amount of \$50,000.00, and recommend approval of the amendment.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter A. Ring", is written over a horizontal line.

Peter A. Ring, P.E.
Project Manager

PAR/bl