

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: Activity (If Applicable): Account Number: N/A

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 29 2010

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
 PROFESSIONAL ENGINEERING SERVICES AGREEMENT
 PROJECT NO. 733 – KATY-GASTON 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 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, 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, on or about February 20, 2010, County and Engineer entered into a First Amendment, hereinafter referred to as “First Amendment,” to the Agreement extending the time of performance to December 31, 2011.

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

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 and described in Exhibit A, attached hereto by reference as if set forth herein verbatim for all purposes:

“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 \$930,000.00, including all reimbursable expenses. This amount includes the amount of \$900,000.00 under the Agreement and an additional amount of \$30,000.00 under this First Amendment.”

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

16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$930,000.00, including reimbursable expenses, if any,

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

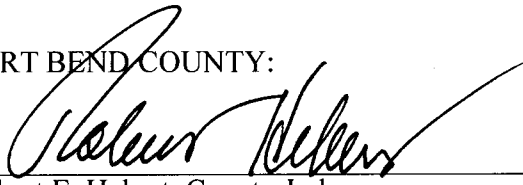
- 16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$930,000.00 for described scope of services in all executed Work Authorizations.
3. Except as modified herein, the Agreement and First Amendment remain in full force and effect and has not been modified or amended.
4. 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

4-6-2010
Date

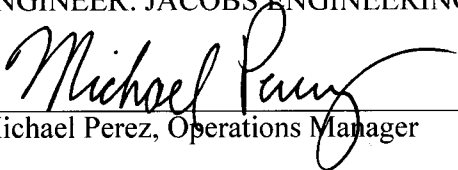
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER


D. Jesse Hegenrier, Fort Bend County Engineer

ENGINEER: JACOBS ENGINEERING GROUP INC.


Michael Perez, Operations Manager

3-24-10
Date

Attest:

MER:Engineering Services Agreement.Jacobs.3791-733.2nd.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$930,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Letter from Project Manager dated March 3, 2010

Exhibit A



March 3, 2010

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

Re: Katy Gaston Road (FBC Project No. 733)
Contract Amendment for Jacobs Engineering Group, Inc.

Project No. 300701.06

Dear Mr. Hegemier:

At the request of the County, Jacobs Engineering Group, Inc. will be participating in the construction phase of the Katy Gaston Road project. Construction Phase Services was not considered in the original negotiations with Jacobs. 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 \$30,000.00, and recommend approval of the amendment.

Please call me if you have any questions.

Sincerely,

Peter A. Ring, P.E.
Project Manager

PAR/bl