

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 733 – KATY-GASTON 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 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, on or about February 20, 2010 and April 6, 2010, County and Engineer entered into a First Amendment and Second Amendment, hereinafter referred to as “First Amendment and Second Amendment,” to the Agreement extending the time of performance to December 31, 2011 and increasing funding for services in the amount of \$30,000.00.

WHEREAS, County and Engineer desire to amend the Agreement 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 \$940,000.00, including all reimbursable expenses. This amount includes the amount of \$900,000.00 under the Agreement; an additional amount of \$30,000.00 under the Second Amendment and an additional amount of \$10,000.00 under this Third Amendment. The First Amendment to the Agreement only extended the time of performance under the Agreement and did not increase funding.”

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 \$940,000.00, 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 \$940,000.00 for described scope of services in all executed Work Authorizations.

3. Except as modified herein, the Agreement and Amendments remain in full force and effect and has not been modified or amended.

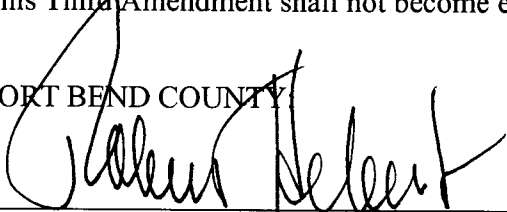
4. If there is a conflict between this Third Amendment and the Agreement and previous Amendments, the provisions of this Third Amendment shall prevail.

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EXECUTION


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

FORT BEND COUNTY:


Robert E. Hebert, County Judge

9-28-2010
Date

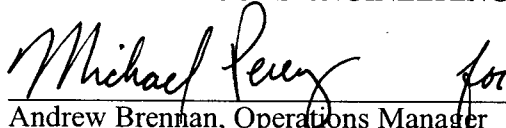
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

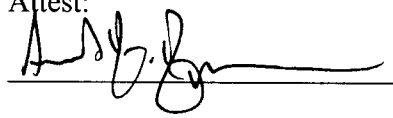

D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: JACOBS ENGINEERING GROUP INC.


Andrew Brennan, Operations Manager

9-16-10
Date

Attest:


MER:Engineering Services Agreement.Jacobs.3791-733.3rd.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$940,000.00 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 September 15, 2010

Exhibit A



September 15, 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:

After discussions with TxDOT and the County during construction it was decided to add a turn lane at FM 1093. The turn lane required modifications to an existing traffic signal. A contract amendment will therefore be required to add this item to Jacobs' scope. Jacobs has prepared a fee estimate resulting in the need for a contract fee increase in the amount of \$10,000.00, and we recommend approval of the amendment.

Please call me if you have any questions.

Sincerely,

Peter A. Ring, P.E.
Project Manager

PAR/bl