

AECOM

5757 Woodway Drive, Suite 101W, Houston, Texas 77057-1599
T 713.780.4100 F 713.267.2857 www.aecom.com

Transmittal

Date October 20, 2010

To Ms. Paulette Batts
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

From Ellen Cunningham

Project reference Old Richmond Road from Voss Rd to West Airport Blvd

Transmitted via Courier

AGENDA ITEM 27F

We are sending you the following:

Number of Copies	Description
3	Supplemental Agreement No. 2 to Contract for Engineering Services
3	Assignment and Consent Agreement (this is to assign the contract over to our parent company of AECOM Technical Services, Inc.)

Remarks: Please call me at 713-267-2785 if you have any questions regarding the enclosed.

By: Ellen Cunningham
Ellen S. Cunningham, PE
Project Engineer

ESC:lf
cc: File (2.1)

ASSIGNMENT AND CONSENT AGREEMENT

RECITALS

WHEREAS, Fort Bend County, Texas ("County") and TCB INC. executed that certain agreement for professional engineering services, related to the Old Richmond Road from FM1464 T o West Airport, Project No. 728, on or about June 3, 2008; (the "Contract");

WHEREAS, Turner Collie & Braden Inc., changed its name to TCB INC., on or about August 18, 2006;

WHEREAS, AECOM USA, Inc. d/b/a AECOM USA Group, Inc., a New York corporation, ("Assignor") became the successor in interest, by merger, to TCB INC. on or about February 24, 2009;

WHEREAS, Assignor wishes to assign the Contract to its parent company, AECOM Technical Services, Inc. ("Assignee"); and

WHEREAS, the County consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Contract to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

CONSENT TO ASSIGNMENT

The County hereby consents to the assignment of the Contract from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Contract.

Executed this 26 day of October, 2010.

ASSIGNOR

**AECOM USA, INC. d/b/a AECOM USA
GROUP, INC.**

By: Stephen Berchloff
Name: Stephen G. Berchloff
Title: Vice President

ASSIGNEE

AECOM TECHNICAL SERVICES, INC.

By: Stephen Berchloff
Name: Stephen G. Berchloff
Title: Vice President

FORT BEND COUNTY

By: Robert Hebert
Name: Robert Hebert
Title: County Judge

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 728 – OLD RICHMOND 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 AECOM USA 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 June 3, 2008, County and Engineer entered a Professional Engineering Services Agreement, hereinafter referred to as “the Agreement,” and a Supplemental Agreement No. 1 dated February 9, 2010, hereinafter referred to as “First Amendment” for the expansion of Old Richmond Road, Project No. 728, 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 for the preparation of the final plans, specifications and estimates for the Project, as further described in Exhibit A and 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 of the Agreement is hereby amended as follows:

“This Agreement shall become effective upon execution of the last party and shall terminate on or before December 31, 2010.”

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

“For and in consideration of the services rendered by Engineer in Exhibit A, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$291,571.25, including all expenses, if any, as follows:

- A. \$194,624.65 for services under the Agreement;
- B. \$41,625.90 for additional services under the First Amendment; and
- C. \$55,320.70 for additional services under this Second Amendment.

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

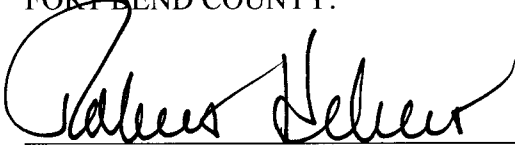
- 16.01 “Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$291,571.25.00, including reimbursable 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 \$291,571.25 for described scope of services in all executed Work Authorizations.”
4. Attached hereto is Exhibit A – Engineer dated October 13, 2010 regarding additional services, and Exhibit B – the Agreement approved by County on June 3, 2009, and Exhibit C – the First Amendment approved on February 9, 2010, incorporated by reference as if set forth therein verbatim for all purposes.
5. Except as modified herein, the Agreement and First Amendment remains in full force and effect and has not been modified or amended.
6. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

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

FORT BEND COUNTY:



Robert E. Hebert, County Judge

10-26-10

Date

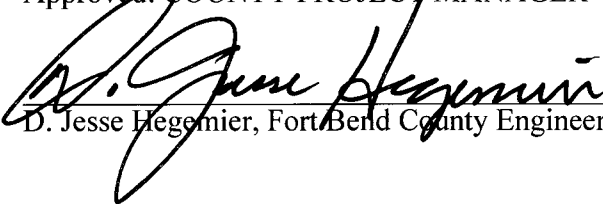
Attest:



Dianne Wilson, County Clerk



Approved: COUNTY PROJECT MANAGER

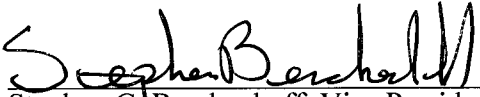


D. Jesse Hegemier, Fort Bend County Engineer

10/21/10

Date

ENGINEER: AECOM USA GROUP, INC.



Stephen G. Berckenhoff, Vice President

10-20-2010

Date

MER:Engineering Services Agreement.AECOM .3791-728- Second Amendment

Attachments: Exhibit A, B & C

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$291,571.25 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Exhibit A

AECOM

AECOM
8191 Woodway Drive
Suite 101 West
Houston, TX 77057-1828
www.aecom.com

713.267.4100 fax
713.267.2507 fax

October 13, 2010

Mr. Jesse Hegemier, PE
County Engineer
Fort Bend County
PO Box 1449
Rosenberg, Texas 77471-1449

**Subject: Old Richmond Road from Voss Road to West Airport Blvd
Professional Services Fee Proposal for Final Design**

Dear Mr. Hegemier:

AECOM Technical Services, Inc. (AECOM) is pleased to submit the following professional services fee proposal for the preparation of the final Plans, Specifications and Estimates (PS&E) for improvements to Old Richmond Road from Voss Road to West Airport Blvd.

This project involves the reconstruction of asphalt pavement on Old Richmond Road from Voss Road to West Airport Blvd. Improvements include horizontal and vertical realignment on the north end (near West Airport Blvd) to lower the road profile and flatten the horizontal curve. Old Richmond will widen to five lanes at West Airport Blvd to include a dedicated left turn and right turn lane, one thru lane going northbound and two thru lanes going southbound. No median will be provided – road divide will be accomplished with striping. In addition, improvements include new ditches and/or RCP culverts for drainage.

Professional Engineering Services


AECOM will prepare the PS&E package to include the following:

- Preparation of Construction Plans (Estimate 28 sheets)
- Preparation of Bid Package

It is understood that AECOM will make use of the plans previously submitted to Fort Bend County as a starting point, and make revisions and additions to those plans as necessary to complete the project under this scope of work. The fees for the above mentioned professional engineering services are requested on a lump sum basis. The total professional engineering fees for these services are \$55,320.70. This includes one plan review at the 90% level. A detailed level of effort has been included for your review.

Plans and preliminary bid package will be ready for a 90% review by Fort Bend County 30 calendar days from a Notice to Proceed. Once the plans and bid package are returned to AECOM, the final PS&E will be submitted within 15 days.

We would like to thank you for the opportunity to present this fee proposal for the Old Richmond Road project. If you have any questions or comments regarding this proposal, please do not hesitate to give Kevin Krahn a call at 713-267-2939.

Sincerely,

Authorized by
Stephen G. Berckenhoff, PE
Vice President

KRK/ESC/H
Attachments
cc: File #1.21

Task	Activity	Project Director	Project Manager	Co-Manager	Ordinary Engineer	% EACB Operator	Admin Assistant	Gas Total
Preparation of Construction Plans & Port								
	1. (A) Sheet and Index (1 sheet)	1	1		1	3		587.00
	2. (B) Sections (1 sheet)							
	3. (C) Section Plans (4 sheets) (Under Prep. Of Proj)	2	6		2	2		3,189.90
	4. (D) Section Plans (4 sheets)	2	6		2	2		3,189.90
	5. (E) Section Plans (4 sheets)	2	6		2	2		3,189.90
	6. (F) Section Plans (4 sheets)	2	6		2	2		3,189.90
	7. (G) Section Plans (4 sheets)	2	6		2	2		3,189.90
	8. (H) Section Plans (4 sheets)	2	6		2	2		3,189.90
	9. (I) Section Plans (4 sheets)	2	6		2	2		3,189.90
	10. (J) Section Plans (4 sheets)	2	6		2	2		3,189.90
	11. (K) Section Plans (4 sheets)	2	6		2	2		3,189.90
	12. (L) Section Plans (4 sheets)	2	6		2	2		3,189.90
	13. (M) Section Plans (4 sheets)	2	6		2	2		3,189.90
	14. (N) Section Plans (4 sheets)	2	6		2	2		3,189.90
	15. (O) Section Plans (4 sheets)	2	6		2	2		3,189.90
	16. (P) Section Plans (4 sheets)	2	6		2	2		3,189.90
	17. (Q) Section Plans (4 sheets)	2	6		2	2		3,189.90
	18. (R) Section Plans (4 sheets)	2	6		2	2		3,189.90
	19. (S) Section Plans (4 sheets)	2	6		2	2		3,189.90
	20. (T) Section Plans (4 sheets)	2	6		2	2		3,189.90
	21. (U) Section Plans (4 sheets)	2	6		2	2		3,189.90
	22. (V) Section Plans (4 sheets)	2	6		2	2		3,189.90
	23. (W) Section Plans (4 sheets)	2	6		2	2		3,189.90
	24. (X) Section Plans (4 sheets)	2	6		2	2		3,189.90
	25. (Y) Section Plans (4 sheets)	2	6		2	2		3,189.90
	26. (Z) Section Plans (4 sheets)	2	6		2	2		3,189.90
	27. (AA) Section Plans (4 sheets)	2	6		2	2		3,189.90
	28. (AB) Section Plans (4 sheets)	2	6		2	2		3,189.90
	29. (AC) Section Plans (4 sheets)	2	6		2	2		3,189.90
	30. (AD) Section Plans (4 sheets)	2	6		2	2		3,189.90
	31. (AE) Section Plans (4 sheets)	2	6		2	2		3,189.90
	32. (AF) Section Plans (4 sheets)	2	6		2	2		3,189.90
	33. (AG) Section Plans (4 sheets)	2	6		2	2		3,189.90
	34. (AH) Section Plans (4 sheets)	2	6		2	2		3,189.90
	35. (AI) Section Plans (4 sheets)	2	6		2	2		3,189.90
	36. (AJ) Section Plans (4 sheets)	2	6		2	2		3,189.90
	37. (AK) Section Plans (4 sheets)	2	6		2	2		3,189.90
	38. (AL) Section Plans (4 sheets)	2	6		2	2		3,189.90
	39. (AM) Section Plans (4 sheets)	2	6		2	2		3,189.90
	40. (AN) Section Plans (4 sheets)	2	6		2	2		3,189.90
	41. (AO) Section Plans (4 sheets)	2	6		2	2		3,189.90
	42. (AP) Section Plans (4 sheets)	2	6		2	2		3,189.90
	43. (AQ) Section Plans (4 sheets)	2	6		2	2		3,189.90
	44. (AR) Section Plans (4 sheets)	2	6		2	2		3,189.90
	45. (AS) Section Plans (4 sheets)	2	6		2	2		3,189.90
	46. (AT) Section Plans (4 sheets)	2	6		2	2		3,189.90
	47. (AU) Section Plans (4 sheets)	2	6		2	2		3,189.90
	48. (AV) Section Plans (4 sheets)	2	6		2	2		3,189.90
	49. (AW) Section Plans (4 sheets)	2	6		2	2		3,189.90
	50. (AX) Section Plans (4 sheets)	2	6		2	2		3,189.90
	51. (AY) Section Plans (4 sheets)	2	6		2	2		3,189.90
	52. (AZ) Section Plans (4 sheets)	2	6		2	2		3,189.90
	53. (BA) Section Plans (4 sheets)	2	6		2	2		3,189.90
	54. (BB) Section Plans (4 sheets)	2	6		2	2		3,189.90
	55. (BC) Section Plans (4 sheets)	2	6		2	2		3,189.90
	56. (BD) Section Plans (4 sheets)	2						



AECOM
5757 Woodway, Suite 101W
Houston, Texas 77057-1399
www.aecom.com
713 780 4123 tel
713 267 3295 fax

October 12, 2010

AECOM
5757 Woodway
Houston, Texas 77057

Attention: Ellen Cunningham, P.E.

Subject: Old Richmond Road Control Staking: From 400 feet south of Voss Road to West Airport Blvd.
AECOM Proposal No. 1452

AECOM Technical Services Inc., hereinafter referred to as Surveyor, is very pleased to submit this proposal to provide control staking for the subject project. Listed below is our understanding of your requirements for this project.

Project Limits:

Old Richmond Road from 400 feet south of Voss Road to West Airport Blvd.

SCOPE OF WORK

1. Recover and verify existing horizontal and vertical control monumentation necessary to perform the services required for this project;
2. Field stake the project baseline at the beginning and ending point of the alignment as well as all PC's, PT's, PI's and 1,000 foot intervals. The control line will be staked on an offset line to the project baseline where the project baseline is located within the existing pavement. Note: Baseline alignment is to be furnished to us by the Engineer;
3. Establish an additional control monument and temporary benchmark at West Airport Road.
4. Prepare survey control drawings showing the existing horizontal and vertical control points, the centerline points established in the field, the project baseline, stations and offsets to the control points along with x, y, z values of the control points. Three point reference sketches of the control points will be shown on Sheet 2 of the Control Map.
5. Cross-section the Old Richmond Road from ROW to ROW at four (4) locations determined by the Engineers.



1. Field Survey

a. Project Manager (RPLS)	\$ 120.00 / Hr x 2.5 Hours = \$ 300.00
b. 3-Man Field Crew	\$ 140.00 / Hr x 17 Hours = \$ 2,380.00
c. Senior Survey Technician	\$ 90.00 / Hr x 3 Hours = \$ 270.00
d. GPS	\$ 25.00 / Hr x 8 Hours = \$ 200.00

Subtotal = \$ 3,150.00

2. Office calculations and preparation of drawings

a. Project Manager (RPLS)	\$ 120.00 / Hr x 3 Hours = \$ 360.00
b. CADD Operator	\$ 80.00 / Hr x 13 Hours = \$ 1,040.00
c. Senior Survey Technician	\$ 90.00 / Hr x 8 Hours = \$ 720.00
d. Clerical	\$ 45.00 / Hr x 1 Hour = \$ 45.00

Subtotal = \$ 2,165.00

3. Field Survey

a. Project Manager (RPLS)	\$ 120.00 / Hr x 2 Hours = \$ 240.00
b. Senior Survey Technician	\$ 90.00 / Hr x 3 Hours = \$ 270.00

Subtotal = \$ 510.00

TOTAL = \$ 5,825.00

The above work will be billed on a time and material basis with a not to exceed cost of \$5,825.00 and will be invoiced monthly to your attention.

If you have any questions or require additional information, please contact me at 713-780-4123.

Sincerely,



Jay Canine, RPLS
Director of Surveying

T. Cost Proposal (Bouyer-McKernan) 03/17/04 Richmond Road Council Station 10+249.45