

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS FOURTH AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and McDonough Engineering Corporation (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on May 22, 2018 pursuant to SOQ 14-025, (hereinafter “Agreement”); as amended by documents dated April 2, 2019, (hereinafter “Amendment”), July 23, 2019, (hereinafter “Second Amendment”), and January 28, 2020, (hereinafter “Third Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services under the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed seventeen thousand ten dollars and no/100 (\$17,010.00) to perform the additional Services, as described in Contractor’s Proposal for Engineering Services – Amendment No. 4 dated December 14, 2020 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed six hundred seventy-three thousand four hundred thirteen dollars and 60/100 (\$673,413.60), authorized as follows:
 - \$472,322.00 under the Agreement;
 - \$130,626.60 under the Amendment;
 - \$5,155.00 under the Second Amendment;
 - \$48,300.00 under the Third Amendment; and
 - \$17,010.00 under this Fourth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment exceed the Maximum Compensation without an agreement executed by the parties.

4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement and any subsequent amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

MCDONOUGH ENGINEERING CORPORATION

KP George, County Judge

Ranney McDonough
Authorized Agent – Signature

Date

RANNEY MCDONOUGH
Authorized Agent – Printed Name

ATTEST:

PRES.
Title

Laura Richard, County Clerk

1-26-21
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A



McDONOUGH ENGINEERING CORPORATION
Civil Engineers

EXHIBIT "A" SCOPE OF SERVICES

December 14, 2020

Binkley & Barfield, Inc.
Tommy V. Cromer, P.E.
1710 Seamist Dr.
Houston, TX 77008

Attn: Kevin A. Mineo, P.E.

RE: Proposal for Professional Engineering Services- Amendment No. 4
Benton Road: From FM 762 to 300' South of Reading Road
Precinct 1
Fort Bend County
FBC Project No. 17110
MEC Project No. 18110

PROPOSED SCOPE

In response to additional scoping items requested by Fort Bend County, a scope change for the Benton Road project has been prepared. The additional scope shall include redesign for the addition of a right turn lane for the westbound lanes of Reading Road, adding approximately 400 LF of 8-inch sanitary sewer main and services, and construction phase services for the traffic signal subconsultant.

BASIC SERVICES

1. The addition of a right turn lane for the westbound lanes of Reading Road will require some redesign of the proposed traffic signals at the intersection, as further outlined in the attached scope of work from TranSystems.
2. This amendment adds construction phase services for the traffic signal subconsultant, as further outlined in the attached scope of work from TranSystems.
3. The addition of approximately 400 LF of 8-inch sanitary sewer main and services will require design and drafting services.

CIVIL DESIGN SERVICES

McDonough Engineering Corporation proposes to complete the following tasks:

- Review and incorporate requests from the MUD engineer into the design of the proposed sanitary sewer main extension.
- Update the design plans to show the proposed improvements.
- Update the construction cost estimate to incorporate pay items for the proposed improvements.

Cost Summary

A level of effort estimate is enclosed. The total Lump Sum Fee for Scope Amendment No. 4 is \$7,010.00, with an additional Hourly (not-to-exceed) fee of \$10,000.00, bringing the total Professional Services

Budget for this Amendment No. 4 to \$17,010.00. This brings the total Professional Services Budget for this project to \$673,413.60.

Benton Road - FM 762 to 300' South of Reading Road - Precinct 1 - Amendment No. 4
Level of Effort Estimate

McDonough Engineering Corporation

12/3/2020

	<u>Proj. Man.</u>	<u>Engineer</u>	<u>Senior Designer</u>	<u>Sr. CADD</u>	<u>CADD</u>	<u>Clerical</u>	<u>Fee</u>	<u>Total Hours per Task</u>	<u>Number of sheets</u>	<u>Hour per Sheet</u>
Phase II - Final Design Phase										
Project Administration							\$ -	0	N/A	N/A
Railroad Coordination (incl. CTC, Inc subconsultant coord. and onsite diagnostic mtg)							\$ -	0	N/A	N/A
TxDOT Coordination							\$ -	0	N/A	N/A
Review Documentation and Incorporate Sheets by other consultants (Surveyor, Signal Design)							\$ -	0	N/A	N/A
Research Documentation for Existing Utilities within ROW							\$ -	0	N/A	N/A
QA/QC										
Internal QA/QC (3 submittals)							\$ -	0	N/A	N/A
Construction Documents										
Plans										
Cover sheet							\$ -	0		
Index of Sheets							\$ -	0		
General Notes							\$ -	0		
Legend							\$ -	0		
Survey Control Sheets							\$ -	0		
Existing Typical Section							\$ -	0		
Proposed Typical Sections							\$ -	0		
Storm Sewer Drainage Area Map							\$ -	0		
Storm Sewer Calculations							\$ -	0		
Overall Drainage Area Map							\$ -	0		
Detention Basin							\$ -	0		
Demolition Plans							\$ -	0		
Railroad Crossing							\$ -	0		
Railroad Crossing Details							\$ -	0		
Plan and Profile (20 scale)							\$ -	0		
Relocation Plans - Water and Sewer							\$ -	0		
Sanitary Sewer	4	10		2	10		\$ 4,010.00	26		
Details										
Concrete Pavement Details							\$ -	0		
Flexible Pavement Details							\$ -	0		
Concrete Driveway Details							\$ -	0		
ADA Ramp Details							\$ -	0		
Storm Sewer Construction Details							\$ -	0		
Type "A" Inlet Details							\$ -	0		
Modified Type "A" Inlet w/ Concrete Apron							\$ -	0		
Type "B-B" Inlet Details							\$ -	0		
Modified Type "B-B" Inlet Details							\$ -	0		
Monolithic Type C, C-1, C-2, and C-2A Inlet Details							\$ -	0		
Precast Concrete Storm Sewer Manhole Details							\$ -	0		
Junction Box Manhole Detail							\$ -	0		
Flexbeam Guardrail Details							\$ -	0		
Type III Barricade Details							\$ -	0		
Safety End Treatment for 12"-72" Dia. Pipe Culverts							\$ -	0		

Benton Road - FM 762 to 300' South of Reading Road - Precinct 1 - Amendment No. 4
Level of Effort Estimate

McDonough Engineering Corporation

12/3/2020

	<u>Proj. Man.</u>	<u>Engineer</u>	<u>Senior Designer</u>	<u>Sr. CADD</u>	<u>CADD</u>	<u>Clerical</u>	<u>Fee</u>	<u>Total Hours per Task</u>	<u>Number of sheets</u>	<u>Hour per Sheet</u>
Traffic Control Plans										
Phasing Layout with General Notes							\$ -	0		
Typical Construction Cross-sections							\$ -	0		
Advanced Warning Signs Layouts							\$ -	0		
Phase One Layouts							\$ -	0		
Phase Two Layouts							\$ -	0		
Temporary Traffic Signal (Benton at FM 762)							\$ -	0		
Storm Water Pollution Prevention Plans							\$ -	0		
Storm Water Pollution Prevention Plan Details							\$ -	0		
Signing and Paving Marking Plans							\$ -	0		
Pavement Marking Details							\$ -	0		
Earthwork Table							\$ -	0		
Cross Sections							\$ -	0		
Construction Cost Estimate							\$ -	0	N/A	N/A
Project Manual (Bid form, specification TOC, special specs)							\$ -	0	N/A	N/A
Phase III - Bid/Construction Phase										
Construction Submittal Review							\$ -		N/A	N/A
RFI Responses							\$ -		N/A	N/A
Field Visits and Progress Meetings							\$ -		N/A	N/A

Total Hours Phase II - Final Design Phase	4	10	0	2	10	0	Total Hours	26
Rate (\$/HR)	240	180	150	125	100	75	Total Sheets	0

Phase II - Design Phase Subtotal (Lump Sum)	\$ 960.00	\$ 1,800.00	\$ -	\$ 250.00	\$ 1,000.00	\$ -	\$ 4,010.00
	24%	45%	0%	6%	25%	0%	

Total Hours Phase III- Bid/Construction Phase	0	0	0	0	0	0	Total Hours	
Rate (\$/HR)	240	180	150	125	100	75	Total Sheets	

Phase III - Bid/Construction Phase Subtotal (Hourly, Not-To-Exceed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	0%	0%	0%	0%	0%	0%	

Survey - Jones and Carter

Survey Subtotal (Lump Sum)							\$ -
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Civil Design Services - BGE

Civil Design Subtotal							\$ -
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Geotechnical Report - Aviles Engineering Corporation

Geotechnical Report Subtotal (Lump Sum)							\$ -
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Traffic Signal Design Services - TranSystems

Phase 300 - Final Plans							\$ 3,000.00
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**Benton Road - FM 762 to 300' South of Reading Road - Precinct 1 - Amendment No. 4
Level of Effort Estimate**

McDonough Engineering Corporation

12/3/2020

	<u>Proj. Man.</u>	<u>Engineer</u>	<u>Senior Designer</u>	<u>Sr. CADD</u>	<u>CADD</u>	<u>Clerical</u>	<u>Fee</u>	<u>Total Hours per Task</u>	<u>Number of sheets</u>	<u>Hour per Sheet</u>
Construction Phase Services (Hourly, Not-to-Exceed)							\$ 10,000.00			
Traffic Signal Design Subtotal							\$ 13,000.00			
Preemption Review Services - CTC Inc										
Survey Subtotal (Lump Sum)							\$ -			
Optional Additional Services to Be Authorized- McDonough Engineering Corp.										
Survey Subtotal (Lump Sum)							\$ -			
Total Professional Services Budget for Amendment No. 4							\$ 17,010.00			



Exhibit "A"
Scope of Service
Reading Rd/Benton Rd
Ft Bend County, TX

PROJECT UNDERSTANDING

The purpose of this study is to design plans for the traffic signalization for the intersection of Benton Road and Reading Road. The design includes peak hour traffic counts, traffic signal design, Synchro analysis, and general intersection lane marking recommendations.

FINAL DELIVERABLES

McDonough Engineering Corporation as prime will be provided signed and sealed signal sheets for the intersection of Benton Road with Reading Road signalization of the intersection.

PROJECT TASKS

Phase 300 – Final Plans	Prepare Final Plans and coordinate power drop
Phase 400 – Construction Phase Services	Review Show Drawings

PHASE 300 Final Plans

301. Adjust current design to incorporate Reading Rd westbound right turn lane. Work is anticipated to include:

- Adjusting pole locations and controller cabinet location.
- Adjusting wiring diagram.
- Reviewing phasing to see if right-turn-overlap phasing appropriate.

Proposal Conditions

The following is a list of conditions that were the basis for this proposal:

- The assumptions and scope items shall be the same as the original contract and supplement #1.

It is anticipated that the others will provide the following:

- Adjusted lane geometry and roadway plans.



Design Fee

The above design services will be provided at a lump sum basis in the amount of \$3,000.00.

Below is a breakdown of the fee:

Labor	
	Dollars
Task	
Phase 300 - Final Plans	\$ 3,000.00
Labor Subtotal	\$ 3,000.00
Project Total =	\$ 3,000.00



PHASE 400 Construction Phase Services

401. These services shall include, but are not limited to the following:

- 1) Review and approval of shop drawings
- 2) Responding to requests for information (RFIs)
 - Answering general questions
 - Providing clarification
- 3) Review the wiring, grounding and controller cabinet with a final walk through.
- 4) At final walk through, check timing in the field and or work with contractor to fine tune timings.
- 5) Review a pre-emption test on site with railroad and contractor, to check pre-emption timings in the field.
- 6) Site visit

Design Fee

The construction phase services will be provided based on time and materials using the schedule of rates for the current contract, and it is not to exceed the amount of \$10,000.00.

**SUPPLEMENTAL AGREEMENT #2 BETWEEN
TRANSYSTEMS CORPORATION CONSULTANTS AND
McDONOUGH ENGINEERING CORPORATION
PROFESSIONAL SERVICES CONSULTANT AGREEMENT
BENTON ROAD – SEGMENT 1**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement Effective on 04/18/19 to provide services for the Fort Bend County Engineering Department for Benton Road Segment 1 hereinafter identified as the "Contract," entered into by and between the McDonough Engineering Corporation (the Engineer), and TranSystems Corporation Consultants d/b/a TranSystems Corporation Consultants (the Consultant).

The following terms and conditions of the Contract are hereby amended as follows:

- I. The additional items of work identified in the attached scope of services are included within the Contract under Article 1 of the 4/18/2019 contract.
- II. The compensation to perform the additional work item 300 included within this supplemental is \$3,000 as outlined in the attached proposal. The total compensation of the original scope, supplemental 1 and this supplemental 2 additional scope is \$60,490.
- III. The compensation to perform the additional work item 400 included within this supplemental will be charged at an hourly rate, and it is not to exceed the amount of \$10,000.00 which is above and separate from the total listed in Item II.

This Supplemental Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Contract not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed and hereby accepted and acknowledged below.

THE ENGINEER

McDonough Engineering Corporation

THE CONSULTANT

TranSystems Corporation d/b/a
TranSystems Corporation Consultants

By: _____

By:  _____

Title: _____

Title Senior Vice President

Date: _____

Date: June 17, 2020