

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS THIRD 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 BGE, Inc. (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 June 4, 2019 pursuant to SOQ 14-025, (hereinafter "Agreement"), as amended by documents executed on July 28, 2020 and February 1, 2022, (hereinafter "Amendments"); 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 Thirty-Five Thousand One Hundred Forty-Eight dollars and 80/100 (\$35,148.80) to perform the additional Services, as described in Contractor's proposal dated June 13, 2022 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 Three Hundred Forty-One Thousand Four Hundred Thirty-Six dollars and 43/100 (\$341,436.43), authorized as follows:
 - \$236,957.85 under the Agreement;
 - \$42,349.18 under the Amendment; and
 - \$26,980.60 under this Second Amendment; and
 - \$35,148.80 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without further 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 subsequently executed 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

BGE, INC

KP George, County Judge



Authorized Agent – Signature

Date

Jason Ellison

Authorized Agent – Printed Name

ATTEST:

Roadway Group Manager

Title

Laura Richard, County Clerk

7/27/2022

Date

APPROVED:



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

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

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EXHIBIT A



Date: June 13, 2022

Robert T. McBride, P.E.
C/O Fort Bend County Engineering
LJA Engineering, Inc.
2929 Briarpark Drive Suite 600
Houston, TX

Reference: FBC 17404 & 17413 - Intersection Improvements (Voss Rd at Old Richmond Rd.
and Voss Rd. at SH 6)
Fort Bend County 2017 Mobility Bond Program

Subject: Contract Amendment to PO 178703
Supplemental Agreement No. 3 for Construction Phase Services

Dear Mr. Barnett,

Enclosed are BGE, Inc's proposed budget and manpower breakdown for additional Construction Phase Services for the above referenced project which will include:

- Prepare plan revisions and quantities for change orders
- Additional hours for review of RFIs and shop drawings

BGE, Inc.'s proposed budget for the referenced project includes:

Phase 1 – None

Phase 2 – None

Phase 3 – Bidding & Construction Phase Services \$35,148.80
(Time & Materials Payment Basis)

Total Proposed Fee \$35,148.80

A detailed level of effort is attached. Please contact me if you have any questions or require additional information.

Sincerely,

Jason Ellison, P.E.
Roadway Group Manager

Fort Bend County 2017 Mobility Bond Program
 Intersection Improvements (Voss Rd & Old Richmond Rd.,
 and Voss Rd. at SH 6)
 Project No. 4-04, 4-13
SUMMARY OF SCOPE - Engineering

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/CLERICAL	TOTAL HRS & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
CONTRACT RATE PER HOUR	\$ 192.00	\$ 160.00	\$ 144.00	\$ 128.00	\$ 108.80	\$ 102.40	\$ 80.00	\$ 73.60				
BID AND CONSTRUCTION PHASE SERVICES (TIME AND MATERIALS PAYMENT BASIS)												
Construction Phase												
Construction Phase Services												
Prepare Change Order Drawings and Quantities	16	24	28	30	44	44			186	\$ 24,076.80		
Review Contractor Submittals & RFIs	16		20	40					76	\$ 11,072.00		
										\$ -		
HOURS SUB-TOTALS	32	24	48	70	44	44	0	0	262			
SUBTOTAL	\$6,744.00	\$3,840.00	\$6,912.00	\$8,960.00	\$4,787.20	\$4,505.60	\$0.00	\$0.00	\$35,148.80	\$35,148.80		
SUBTOTAL CONSTRUCTION PHASE SERVICES	\$6,744.00	\$3,840.00	\$6,912.00	\$8,960.00	\$4,787.20	\$4,505.60	\$0.00	\$0.00	\$35,148.80	\$35,148.80		
TOTAL HOURS	32	24	48	70	44	44	0	0	262			
CONTRACT RATE PER HOUR	\$ 192.00	\$ 160.00	\$ 144.00	\$ 128.00	\$ 108.80	\$ 102.40	\$ 80.00	\$ 73.60				
SUBTOTAL LABOR EXPENSES	\$ 6,144.00	\$ 3,840.00	\$ 6,912.00	\$ 8,960.00	\$ 4,787.20	\$ 4,505.60	\$ -	\$ -	\$35,148.80			
TOTAL									\$35,148.80			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Certificate Number:
2022-915118

BGE, Inc.
Houston, TX United States

Date Filed:
07/27/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Date Acknowledged:

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FBC 17404 & 17413
Voss Rd. Intersection(s) Improvements SA No. 3 Construction Phase Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heisch , Rodney	Houston, TX United States	X	
	Dillon , Doug	Dallas , TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Lennard , Lee	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

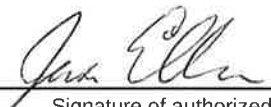
6 UNSWORN DECLARATION

My name is Jason Ellison, and my date of birth is [REDACTED]

My address is [REDACTED] (street), [REDACTED] (city), [REDACTED] (state), [REDACTED] (zip code), [REDACTED] (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in [REDACTED] County, State of [REDACTED], on the [REDACTED] day of [REDACTED], 20[REDACTED].
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

DESCRIPTIONS (Continued from Page 1)

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

The Umbrella Follows Form (CNA88301XX 08/17) to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

RE: Project: FBC 17404 & 17413 Voss Rd. Intersection(s) Improvements_SA No. 3 Construction Phase Services.