

STATE OF TEXAS

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## SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(BGE, Inc. – SOQ 14-025)

THIS SECOND AMENDMENT for Professional Engineering Services (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and BGE, Inc. (“Contractor”), a corporation duly authorized to conduct business in the state of Texas. County and Contractor are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement for Professional Engineering Services on July 6, 2021 (the "Agreement") pursuant to SOQ 14-025 for the Lexington Boulevard Mobility Bond Project No. 20405, Precinct 4; and

WHEREAS, the Agreement was subsequently amended July 5, 2022 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor and to increase the total Maximum Compensation for the completion of such services.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended and modified as follows:

1. **Scope of Services.** County shall pay Contractor an additional Seventy Four Thousand Six Hundred Five and 25/100 Dollars (\$74,605.25) for the performance and completion of additional services as described in Contractor's Letter dated December 21, 2022 and Fee Schedule (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Nine Hundred Ninety Three Thousand Five Hundred Twenty Three and 17/100 Dollars (\$993,523.17) authorized as follows:

\$682,085.92 under the Agreement  
\$238,832.00 under the First Amendment  
\$74,605.25 under this Second Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Nine Hundred Ninety Three Thousand Five Hundred Twenty Three and 17/100 Dollars (\$993,523.17) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Nine Hundred Ninety Three Thousand Five Hundred Twenty Three and 17/100 Dollars (\$993,523.17).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts.

“Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.
6. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

**FORT BEND COUNTY, TEXAS**

**BGE, INC.**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Ellison

\_\_\_\_\_  
Authorized Agent- Printed Name

APPROVED:



\_\_\_\_\_  
Roadway Group Manager

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
2/9/2023

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

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

\_\_\_\_\_  
Robert E. Sturdivant,  
County Auditor

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## EXHIBIT A-2

Date: December 21, 2022

Robert T. McBride, P.E.  
C/O Fort Bend County Engineering  
Senior Project Manager  
LIA Engineering, Inc.  
3600 W. Sam Houston Parkway S., Suite 600  
Houston, TX 77042

Reference: FBC 20405 – Lexington Boulevard (Laurel Green Rd. to east of Lexington Grove Dr.)  
Fort Bend County 2020 Mobility Bond Program

Subject: Contract Amendment No 2 - Preliminary & Final Design

Dear Mr. McBride,

Enclosed are BGE, Inc's proposed fee estimate, manpower and direct expense breakdown and scope of services for Preliminary Engineering and Final Engineering Services for the above referenced project. A summary by phase includes:

Phase 1 – Preliminary Engineering Services (lump sum)	\$50,308.00
Phase 2 – Final Design Services (lump sum)	<u>\$24,297.25</u>
<b>Total Proposed Fee</b>	<b>\$74,605.25</b>

A detailed scope of services and level of effort is attached. Please contact me if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Ellison", written over a horizontal line.

FOR  
Jason Ellison, P.E.  
Roadway Group Manager  
BGE, Inc.

**2020 Mobility Bond Program  
Scope of Services  
(BGE, Inc.)  
Supplemental Agreement No. 2**

Scope of Work – the project generally includes roadway reconstruction and drainage improvements for Fort Bend County Mobility Bond Project 20405 - **Lexington Boulevard from Laurel Green Road to 450 feet east of Lexington Grove Drive**. ROW acquisition is generally not anticipated except as intersection corner clips.

Scope of Services – the Engineer (Design Consultant) shall perform supplemental preliminary design services according to the following detailed scope.

The following scope utilizes **lump sum methods of payment** as noted.

**PRELIMINARY DESIGN**

**Public Involvement (Lump Sum Method of Payment)**

**A. Public Involvement**

Provide public involvement services for two public meeting to include :

1. The Engineer shall use the following methods for exchange of information:
  - a. Public Meeting - The Engineer shall assist the County and attend the public meeting as requested by the County and provide assistance in gathering input from the public.
2. The Engineer shall prepare materials and perform tasks to facilitate the public meeting. The Engineer shall:
  - a. Prepare sign-in sheets, and comment forms for the staff. This task assumes that the material prepared for the meeting shall not be produced in Spanish.
  - b. Prepare flyers for advance notification of public meetings.
  - c. Prepare powerpoint presentation for public meetings
  - d. Prepare for and attend four coordination meetings with the County to discuss public meeting.
  - e. Provide personnel to conduct the public meeting (maximum of four (4) people)
  - f. Prepare informational exhibits for display at the public meeting.

**2020 Mobility Bond Program  
Scope of Services  
(BGE, Inc.)  
Supplemental Agreement No. 2**

- g. Provide a summary report following guidance for public meeting documentation that shall include copies sign-in sheets, comment forms, letters, and a comment response matrix.
- h. Assist the County with the responses to comments raised during the designated comment period of the public meeting.

**CONTRACT ADMINISTRATION (Lump Sum Method of Payment)**

Manage professional contract, develop and maintain a project schedule, prepare and manage subconsultant contracts, perform project administration, progress reports, and correspondence. Coordinate with and attend meetings with the Project Management firm and the County. Prepare, distribute, and retain correspondence. Document project discussions via phone calls or conference calls as required.

Conduct a monthly progress meeting with the City.

Conduct up to 4 coordination meetings with the City and County prior to the public meeting.

**EXCLUSIONS**

Additional services not listed within this agreement.

FEE SCHEDULE  
CA No 2

Fort Bend County 2020 Mobility Bond Program  
Lexington Boulevard  
Project No. 20405  
PRIME PROVIDER: BGE, Inc.

FIRM SUMMARY		
Firm	Amount	Percent
BGE, Inc.	\$ 74,605.25	100.0%
EHRA	\$ -	
Geotech Engineering and Testing	\$ -	
Half Associates	\$ -	
Total	\$ 74,605.25	100.0%

SUMMARY BY PAYMENT BASIS						
		Firm				
		BGE, Inc. (Design)	EHRA (Survey / ROW)	Geotech Engineering and Testing (Geotechnical)	Half Associates (SUE)	Total
LUMP SUM PAYMENT BASIS						
Preliminary Design (Survey)						\$ -
Preliminary Design (Engineering)		\$ 50,308.00				\$ 50,308.00
Final Design		\$ -				\$ -
Contract Administration		\$ 20,800.00				\$ 20,800.00
DIRECT EXPENSES		\$ 3,497.25				\$ 3,497.25
SUBTOTAL (LUMP SUM PAYMENT BASIS)		\$ 74,605.25	\$ -	\$ -	\$ -	\$ 74,605.25
TIME AND MATERIALS PAYMENT BASIS						
Preliminary Design (SUE)						\$ -
Final Design (ROW Mapping and Parcel Docs)						\$ -
Bid and Construction Phase Services						\$ -
SUBTOTAL (TIME & MATERIALS PAYMENT BASIS)		\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL		\$ 74,605.25	\$ -	\$ -	\$ -	\$ 74,605.25

SUMMARY BY CONTRACT PHASE & DISCIPLINE						
		Firm				
		BGE, Inc. (Design)	EHRA (Survey / ROW)	Geotech Engineering and Testing (Geotechnical)	Half Associates (SUE)	Total
PHASE 1 - PRELIMINARY ENGINEERING						
Geotechnical						
Geotechnical (Pvt / Storm Borings and Report)						\$ -
Geotechnical (Detention Outfall / Pond Borings and Report)						\$ -
Survey (Road, Outfall & Pond)						\$ -
SUE						\$ -
Preliminary Engineering Report (PER)		\$ -				\$ -
Drainage Impact Study		\$ -				\$ -
Utility Coordination		\$ -				\$ -
Public Involvement		\$ 50,308.00				\$ 50,308.00
SUBTOTAL (PRELIMINARY ENGINEERING)		\$ 50,308.00	\$ -	\$ -	\$ -	\$ 50,308.00
PHASE 2 - FINAL DESIGN						
Final Design		\$ -				\$ -
ROW Mapping / Parcel Documents						\$ -
Contract Administration and Direct Expenses		\$ 24,297.25				\$ 24,297.25
SUBTOTAL (FINAL DESIGN)		\$ 24,297.25	\$ -	\$ -		\$ 24,297.25
PHASE 3 - BID AND CONSTRUCTION PHASE SERVICES						
						\$ -
GRAND TOTAL		\$ 74,605.25	\$ -	\$ -		\$ 74,605.25

FEE SCHEDULE  
(LUMP SUM PAYMENT BASIS)  
CA No 2

Fort Bend County 2020 Mobility Bond Program  
Lexington Boulevard  
Project No. 20405  
SUMMARY OF SCOPE - Engineering

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION		SENIOR 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		\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				

PRELIMINARY DESIGN (LUMP SUM PAYMENT BASIS)													
Public Involvement													
	Public Involvement												
	Public Meeting												
	Ponding Map Exhibits (22x34, Scale: 1"=100')	12				20				32	\$ 5,200.00		
	Exhibits (Includes Roadway, Drainage, and TCF)	8	16	32	8	32				96	\$ 14,416.00		
	Powerpoint Slides	8	8							16	\$ 3,320.00		
	Powerpoint Presentation (Prep and Review)	12		24		32				68	\$ 10,264.00		
	Public Meeting Attendance (Max 4 People; Includes Prep, Set up, and Take Down)	16	16	16	16					64	\$ 11,264.00		
	Prepare Comment Forms	4		4		8					\$ 2,500.00		
	Prepare Flyer for Advance Notification of Public Meeting	4		8		10					\$ 3,344.00		
										0			
	HOURS SUB-TOTALS	64	40	84	24	102	0	0	0	276			
	SUBTOTAL	\$15,360.00	\$7,000.00	\$12,852.00	\$3,264.00	\$11,832.00	\$0.00	\$0.00	\$0.00	\$50,308.00	\$50,308.00		

SUBTOTAL PRELIMINARY DESIGN	64	40	84	24	102	0	0	0	0	276	0		
	\$15,360.00	\$7,000.00	\$12,852.00	\$3,264.00	\$11,832.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,308.00	\$50,308.00		

CONTRACT ADMINISTRATION (LUMP SUM PAYMENT BASIS)													
	Conference Calls	8	16	16						40	\$ 7,168.00		
	4 Additional Coordination Meetings with City of Missouri City and Fort Bend County	24	24	24						72	\$ 13,632.00		
	HOURS SUB-TOTALS	32	40	40	0	0	0	0	0	112			
	SUBTOTAL	\$7,680.00	\$7,000.00	\$6,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00	\$20,800.00		

TOTAL HOURS	96	80	124	24	102	0	0	0	388				
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00					
	SUBTOTAL LABOR EXPENSES	\$ 23,040.00	\$ 14,000.00	\$ 18,972.00	\$ 3,264.00	\$ 11,832.00	\$ -	\$ -	\$ -	\$71,108.00			
DIRECT EXPENSES										TOTAL			
	MILEAGE	170	mile	\$ 0.625						\$ 106.25			
	PHOTOCOPIES BW (8 1/2" X 11")	100	each	\$ 0.10						\$ 10.00			
	PHOTOCOPIES COLOR (8 1/2" X 11")	20	each	\$ 0.65						\$ 13.00			
	PLOTS (COLOR ON BOND)	16	per sq. ft.	\$ 1.75						\$ 28.00			
	PRESENTATION BOARDS COLOR (22"x34")	48	each	\$ 30.00						\$ 1,440.00			
	Audio - Equipment Rental	2	each	\$ 400.00						\$ 800.00			
	Audio - Visual Equipment Rental	2	each	\$ 500.00						\$ 1,000.00			
	Public Involvement Meeting Supplies	2	each	\$ 50.00						\$ 100.00			
	SUBTOTAL DIRECT EXPENSES									\$ 3,497.25			
	TOTAL									\$74,605.25			