

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 TEDSI Infrastructure Group, 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 12, 2018, pursuant to SOQ 14-025, (hereinafter “Agreement”), as amended by documents executed on July 13, 2021 (hereinafter “Amendment”), January 25, 2022 (hereinafter “Second Amendment”), and November 22, 2022 (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 thirty-one thousand six hundred sixty-eight dollars and 14/100 (\$31,668.14) to perform the additional Services, as described in Contractor’s Supplemental Engineering Fee Proposal #4 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 one million two hundred sixty-four thousand seven hundred fourteen dollars and 80/100 (\$1,264,714.80), authorized as follows:
 - \$798,655.98 under the Agreement;
 - \$359,891.68 under the Amendment;
 - \$46,614.00 under the Second Amendment;
 - \$27,885.00 under the Third Amendment; and
 - \$31,668.14 under this Fourth 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 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 subsequently executed amendment shall remain unchanged.

{Execution page to follow}

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

TEDSI INFRASTRUCTURE GROUP, INC

KP George, County Judge



Authorized Agent – Signature

Date

Jules M. Morris, Jr., P.E.
Authorized Agent – Printed Name


ATTEST:

Vice President
Title

Laura Richard, County Clerk

12/14/2023
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



August 24, 2023

Mr. Kevin Mineo, P.E.
Managing Director - Transportation
Binkley and Barfield | DCCM
1710 Seamist Drive
Houston, Texas 77008

**Re: SH 99 Grand Parkway Southbound Frontage Road
Contract Amendment #4
Westheimer Parkway to Cinco Ranch Blvd**

Dear Mr. Mineo:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit for your approval this supplemental fee proposal for the above referenced project. This proposed Contract Amendment #4 is in relation to the recent request by TxDOT to modify the design of the mainlane retaining wall. We have previously prepared and submitted to you a fee proposal for this additional work (attached herein). This fee, along with the Contract Summary Rollup is shown below.

Contract Summary

Original Contract Amt:	\$798,655.98
Amendment #1:	\$359,891.68
Amendment #2:	\$46,614.00
Amendment #3:	\$27,885.00
Amendment #4	<u>31,668.14</u>
New Contract Amt:	\$1,264,714.80

In the event of questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jules M. (Jay) Morris, Jr., P.E.
Vice President

