

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS FIFTH 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, as amended by documents executed on July 13, 2021, January 25, 2022, November 22, 2022, and last amended on January 9, 2024 (collectively hereinafter “the Agreement”); and

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

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

1. County shall pay Contractor an additional amount not to exceed seventy thousand four hundred eighty-four dollars and 80/100 (\$70,484.80) to perform the additional Services, as described in Contractor’s Contract Amendment #5 Supplemental Fee Proposal dated January 22, 2024, 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 three hundred thirty-five thousand one hundred ninety-nine dollars and 60/100 (\$1,335,199.60), 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;
 - \$31,668.14 under the Fourth Amendment; and
 - \$70,484.80 under this Fifth 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. **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.
5. 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:

Executive Vice President


Title

Laura Richard, County Clerk

2/21/2024

Date

APPROVED:



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

AUDITOR'S CERTIFICATE

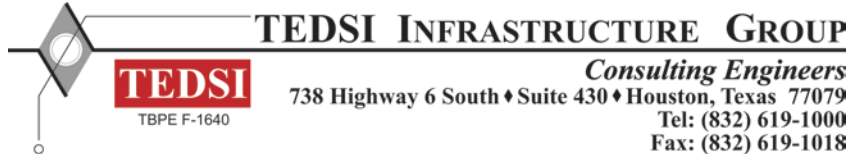
I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

January 22, 2024



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 #5
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 #5 is in relation to an insufficient remaining budget for construction phase services for this project. We have prepared 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	\$31,668.14
Amendment #5	<u>\$70,484.80</u>
New Contract Amt:	\$1,335,199.60

In the event of questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

A handwritten signature in blue ink that reads "Jules M. Morris, Jr., P.E.".

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

ATTACHMENT A
FEE SCHEDULE (TEDSI)
METHOD OF PAYMENT: Time and Materials

PRIME PROVIDER NAME: TEDSI
CONTRACT NUMBER:
PROJECT NAME: SH99 Southbound Frontage Road - Construction Phase Services Supplement
PROJECT LIMITS: Westheimer Parkway to Cinco Ranch Blvd.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	PROJECT DESIGNER	SENIOR ENGINEER TECH	EIT	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
PROJECT MANAGEMENT (FC 309)											
ASSISTANCE AND SUPPORT DURING BIDDING									0		
PRECONSTRUCTION MEETINGS									0		
FIELD MEETINGS									0		
WEEKLY PROGRESS MEETINGS									0		
SHOP DRAWING REVIEW		40	40						80		
RESPOND TO RFIs		40	40						80		
RESPOND TO GENERAL QUESTIONS		32	32						64		
PROVIDE CLARIFICATIONS		32	32						64		
									0	N/A	N/A
									0	N/A	N/A
HOURS SUB-TOTALS	0	144	144	0	0	0	0	0	288		
CONTRACT RATE PER HOUR	\$294.44	\$263.27	\$224.93	\$189.84	\$161.66	\$131.71	\$126.64	\$114.77			
TOTAL LABOR COSTS	\$0.00	\$37,910.88	\$32,389.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,300.80		
SUBTOTAL (FC 309)									\$70,300.80		

OTHER DIRECT EXPENSES	QUANTITY	RATE	UNIT						
Mileage (# of miles) (0.550)	200	\$0.670	MI						\$134.00
Courier Services		\$30.00	EACH						\$0.00
Photocopies 8.5x11		\$0.10	EACH						\$0.00
Photocopies 11x17	200	\$0.25	EACH						\$50.00
Plot (Color on Bond)		\$3.50	SF						\$0.00
Mylars 11x17		\$4.00	SHEET						\$0.00
CD Archive		\$5.00	EACH						\$0.00
SUBTOTAL DIRECT EXPENSES									\$184.00

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	\$70,300.80
NON-SALARY (OTHER DIRECT EXPENSES)	\$184.00
GRAND TOTAL	\$70,484.80