

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 Pierce Goodwin Alexander & Linville, 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 May 23, 2017, as amended by document executed on April 9, 2019, (hereinafter “First Amendment”), and as amended again by document executed on October 25, 2022, (hereinafter “Second Amendment”), pursuant to SOQ 14-025, and collectively referred to as the “Agreement” and incorporated fully by reference for all purposes; and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional amount not to exceed Eighty-Four Thousand Seven Hundred Ninety-Four and 83/100 dollars (\$84,794.83) to perform the additional Services, as described in Contractor’s request for additional funding dated July 18, 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 Two Million Three Hundred Thirty-Three Thousand Two Hundred Eighty-Eight and 87/100 dollars (\$2,333,288.87), authorized as follows:
 - \$1,885,850.29 under the Agreement;
 - \$ 214,144.55 under the First Amendment;
 - \$ 148,499.20 under the Second Amendment; and
 - \$ 84,794.83 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this 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.

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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

PIERCE GOODWIN ALEXANDER & LINVILLE, INC.

 Digitally signed by Costas
Georghiou
DN: C=US,
E=C.Georghiou@pgal.com,
O=PGAL, CN=Costas
Georghiou
Date: 2024.11.12
14:15:24-06'00'

Authorized Agent – Signature

Costas Georghiou

Authorized Agent – Printed Name

Principal

Title

11/12/2024

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 under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

July 18, 2024

Mr. Stacy Slawinski, PE
County Engineer
Fort Bend County Engineering Department
301 Jackson Street, 4th floor
Richmond, Texas 77469

**Ref: US 90A @ SH 99; Purchase Order No. 153660
Additional Services Documentation**

Attention: Gabriel Odreman, PE

Dear Gabriel:

Attached please find our justification for the request for budget increase for the CA Services task:

- Storm Sewer Trunk line redesign: TxDOT requested adjustments to the storm sewer trunk line layout to avoid a fiber optic line installed by FBTRA after the plans were approved by TxDOT. Plans and quantity summary sheets were modified. The task effort was \$5,660.99.
- Retaining Wall RW-8 redesign: TxDOT requested design changes to RW-8 to allow its construction while the conflicting existing CenterPoint power pole remained in place. An alternative design was developed and discussed with TxDOT. During the discussions we were asked to also move the whole retaining wall closer to the frontage road to create more space behind the wall to accommodate relocated utilities. The task effort was \$11,042.46. After submittal of revised retaining wall plans for wall RW-8, TxDOT indicated that relocated gas line was conflicting with proposed drilled shafts adjacent to NB SH 99 frontage road and requested alternative wall design at the location to eliminate the drilled shafts. A modified design was developed to support the segment of wall eliminating need for the last two drilled shafts. The task effort was \$12,525.22.
- Retaining wall RW-7 redesign: TxDOT requested that retaining wall design be modified for the end of the wall adjacent to SB SH 99 frontage road due to utilities conflicting with proposed drilled shafts. A modified design was developed to support the segment of wall eliminating need for the last two drilled shafts. The task effort was \$9,920.36.
- Sound Wall redesign: Contractor indicated that waterline adjustments done by the city of Sugar Land still conflicted with proposed wall. TxDOT requested

adjustments to the wall design to eliminate conflict and avoid delays until waterline was adjusted again. Wall layouts were adjusted to eliminate conflict. The task effort was \$1,843.29.

- Additional detour plans: TxDOT requested the development of additional detour plans. Traffic control sub developed additional detour sheets and submitted to contractor. The task effort was \$10,802.51.
- Traffic control plans for a new phase: TxDOT requested the development of traffic control plans for a new phase to allow the construction of the eastbound frontage road before construction of the westbound frontage road is complete. This was necessitated due to the relocation of utilities behind retaining wall RW-8 in the wrong place which forced the contractor to wait on construction of this wall until ATT relocated their utilities again. In order to avoid project delays, contractor came with a concept to allow work along the eastbound frontage road. The estimated effort by the traffic control sub is \$33,000.

The additional effort required for PGAL is \$51,794.83. The traffic control sub has been given instructions to prepare the required traffic control plans under the last task bringing the total committed funding need for the additional services to \$84,794.83.

We anticipate that there should be no significant need for any services other than the basic services tasks for the remainder of the project. As such, we are requesting that about \$84,794.83 in additional funding is provided to replenish the funds expended or committed for additional services tasks.

Please let me know if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Georghiou', with a stylized flourish at the end.

Costas Georghiou, PE
Project Principal