

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 R.G. Miller Engineers, 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 September 4, 2018 pursuant to SOQ 14-025, (hereinafter “Agreement”), as amended by document executed on February 2, 2021 (hereinafter “First Amendment”), as amended by document executed on September 6, 2022 (hereinafter “Second 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 fifty-three thousand seven hundred dollars and 20/100 (\$53,700.20) to perform the additional Services, as described in Contractor’s proposal dated November 6, 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 six hundred thirty-five thousand five hundred ninety-three dollars and 08/100 (\$1,635,593.08), authorized as follows:
 - \$1,335,958.88 under the Agreement;
 - \$ 91,955.00 under the First Amendment;
 - \$ 153,979.00 under the Second Amendment;
 - \$ 53,700.20 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 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

R.G. MILLER ENGINEERS, INC.

KP George, County Judge


Authorized Agent – Signature

Date

Jack P. Miller
Authorized Agent – Printed Name

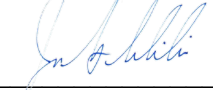
ATTEST:

CEO
Title

Laura Richard, County Clerk

04/30/2025
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

EXHIBIT A

Proposal No. 17410
November 6, 2024

Mr. Stacy Slawinski, P.E.
County Engineer
Fort Bend County
301 Jackson, Suite 401
Richmond, TX 77469

Re: Revised Proposal for Engineering Services for Additional Improvements at the Roundabouts on Beechnut Street at Peek Road and Mason Road Fort Bend County, Texas

Dear Mr. Slawinski;

R. G. Miller | DCCM (RGM) is pleased to submit this proposal for additional work to our existing contract for professional engineering and surveying services to Fort Bend County (FBC) for the above referenced project. This proposal is in accordance with our scoping meetings with Mr. Robert McBride, P.E., of LJA Engineering, Inc., the Precinct Program Manager. Based on those conversations it is our understanding that RGM is to provide Final Design, Contract, and Construction Phase Engineering Services to develop construction documents for illumination and conduits in the roundabouts referenced above per new FBC standards. The construction plan set will also be updated to incorporate additional development drainage to the Regional Detention Pond. The design process will be a collaborative effort between the Design Consultant (RGM), the Project Manager (LJA) and County staff (FBCE). Based on this understanding we propose to provide the basic services as outlined in the scope of services shown in **EXHIBIT A**.

It is proposed that these services will be provided for a total sum of \$53,700.20. An estimated level of effort to perform the above services is shown in the revised **EXHIBIT B** - Engineers Fee Schedule.

Prime Engineering Fee by R.G. Miller | DCCM

The Prime Engineering Services by R.G. Miller is divided into the following phases:

100 - Project Coordination/Management

(LUMP SUM) \$ 10,880.00

300 - Final Design

(LUMP SUM) \$ 36,100.20

600 – Additional Services

(Hourly) \$ 6,720.00

Total Prime Engineering Fee	<u>\$ 53,700.20</u>
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TIME OF PERFORMANCE

It is estimated the design services will be performed in 4 calendar months in accordance with the attached **EXHIBIT C** - Work Schedule.

This proposal does not include any work concerning ADA accessibility review nor construction inspection or administration.

If additional services are required, RGM will prepare a work authorization defining the scope of services with an estimated cost based on the attached rate schedule and will not proceed until receiving a signed authorization from FBC. RGM will submit invoices monthly for payment by FBC.

RGME will not exceed the fees outlined in this proposal without prior written authorization.

If a contract is offered by the County the Authorized Signer for RGM will be:

Jack P. Miller, President
R.G. Miller | DCCM
1080 Eldridge Parkway, Suite 600, Houston TX 77077
713-961-4600
JMiller@dccm.com

We appreciate the opportunity to provide these services to you and look forward to working with you and Fort Bend County Precinct 4 on this important project.

If you have any questions or need additional information, please feel free to phone.

Sincerely,

R. G. Miller | DCCM

A handwritten signature in black ink, appearing to be 'A. Espinoza', with a stylized flourish at the end.

Alberto Espinoza, P. E.
Project Manager

EXHIBIT A

Scope of Work to be provided by R.G. Miller | DCCM

GENERAL DESCRIPTION

It is our understanding that RGM's scope of work is to provide Final Design and Construction Phase Engineering Services to develop construction documents for illumination and conduits in the roundabouts referenced above per new FBC standards. The construction plan set will also be updated to incorporate additional development drainage to the Regional Detention Pond. The design process will be a collaborative effort between the Design Consultant (RGM), the Project Manager (LJA) and County staff (FBCE).

GENERAL REQUIREMENTS

Design Criteria

1. The Engineer shall prepare all work in accordance with the latest version of the Fort Bend County (FBC) Regulations of Subdivisions and applicable FBC design standards and details. When design criteria are not identified in FBC manuals, the Engineer shall refer to the American Association of Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets (latest edition), TMUTCD and municipal and/or ETJ design criteria.
2. Produce roadway plans including typical-sections, specifications and estimates (PS&E) and prepare construction bid documents.
3. All designs for the above work will be in accordance with standards for Major Thoroughfares in the FBC "Regulations of Subdivisions" (latest edition).
4. The project is to be designed within the limits of the existing right-of-way (ROW).
5. Submit 95% PS&E packages for review by FBC Engineering. The final 100% set will incorporate any revisions from FBC comments on the 95% set.
6. Provide project planning and control to include quality management.
7. Provide an accurate, complete and constructible set of contract documents.
8. FBC will have the ultimate authority for determining what constitutes an accurate, complete and constructible set of contract documents.

100-PROJECT COORDINATION/MANAGEMENT

RGM shall be responsible for directing and coordinating all activities associated with the project and to deliver the work on time

110 - Project Coordination

1. Provide general coordination with the Project team members concerning administrative and technical issues. Report and coordinate with FBC on any design issues and requests for information.
2. Internal administration of the project files. At the completion of the work, the project files will be shipped to the FBC, if requested.

120 - Invoicing/Progress Reports

1. Prepare and submit monthly progress reports and invoices to FBC for review and approval. The invoices will include the progress report and invoice. The progress report will list outstanding issues that need resolution, as well as, progress of the tasks and estimated completion dates for the work.

130 - Project Scheduling

1. Prepare an overall project design schedule detailing the progression of the work. This schedule will include review dates by FBC, submittal dates for deliverables, and estimated time frame to complete the work. The schedule will be updated monthly and included in the progress report. Changes or adjustments in the schedule caused by delays due to unforeseen task difficulties or lengthy review times will be shown and reported to the FBC.

140 - Progress Meetings

1. Attend coordination and interim progress review meetings every month or as necessary, to be scheduled on an as-needed basis. Prepare and distribute meeting minutes within five working days after the meeting.

300-FINAL DESIGN PHASE

Provide detailed construction plans, specifications, final design calculations and estimates as necessary for the improvements to Beechnut Street based on the scope of work provided above and the results of the Preliminary Engineering Phase defined in the PDM and approved by FBC. Typical items during this phase include the following:

320 - Roadway

1. Prepare the roadway design and develop the final drawings. The following tasks describe the work to be performed:
 - Geometric Design - using previously approved plans provided, define the horizontal and vertical alignments and typical sections to meet project requirements.
 - Prepare plan sheets to a scale of 1"=40' horizontal on 11"x17" format sheets.

330 - Drainage

1. Design and analyze the storm sewer system (including the existing system) utilizing the WINSTORM program or similar spreadsheet analysis program and incorporate calculations output to the project plan set.
2. Drainage system design will be completed depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations with flow lines as required. This design will be incorporated into the Roadway Plan and Profile sheets to a scale of 1"=40' horizontal and 1"=4' vertical on 11"x17" format sheets. Profiles will show conveyance size and type, slope, existing and proposed grade lines, pertinent hydraulic information, and locations and sizes of inlets and junctions.

374 - Quantity Take-offs and Quantity Summaries

1. Quantities for construction bid items will be calculated. The quantities will be summarized in tables and organized according to the bid item codes that will be used for construction. A quantity spreadsheet, organized by item per sheet and totaled for the item and the project, will be included with each submittal to FBC.

376 - Construction Cost Estimate

1. An estimate of the construction costs will be prepared based on plan quantities in standard Harris County bid format at the 95%, and final submittal stages of the project. More detailed and refined quantities will be updated for each successive submittal. All estimates shall also be submitted in Microsoft Excel format.

380 - Preparation and Submittal of PS&E

1. Provide submittals for the design, including drainage design, for interim progress reviews by FBC at the 95%, and final completion stage. Incorporate plan sheets and submittals prepared by any subconsultants for this project. All submittals will follow the FBC requirements for content.
2. The 95% submittal will be submitted in digital form via Adobe Acrobat format (PDF) on 11"x17" sheets.
3. The 95% submittal should be considered complete with 95% interim seal, and shall include all of the 70% requirements plus the following:
 - General notes sheet
 - Verify earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)
 - Signage and pavement marking plans (signs may be shown on plan and profile sheets and use of pavement marking standards is encouraged)
 - Standard construction details

4. The 100% design submittal shall consist of one PDF submittal of the drawings, specifications and estimate sent to the Project Manager. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.
5. The final complete (Bid Ready) submittal shall include the electronic files of the Bid Ready set of drawings and specifications and Project Manual in Adobe Acrobat (pdf) format. The entire set of construction drawings will be single file in PDF format. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature. Printed documents are not required.

PROJECT NAME: Beechnut Street
CONTRACT NUMBER: 17410
PRIME PROVIDER NAME: R.G. MILLER | DCCM

FEE SUMMARY
R.G. Miller DCCM

SUMMARY							TOTAL COSTS TASK
BASIC SERVICES - To be Provided by R.G. Miller DCCM	Payment Basis						
100-PROJECT COORDINATION/MANAGEMENT	Lump Sum						\$10,880.00
300-DESIGN PHASE	Lump Sum						\$36,100.20
600-ADDITIONAL SERVICES	Hourly						\$6,720.00
							\$53,700.20
GRAND TOTAL							\$53,700.20

SUMMARY	
BASIC SERVICES - RGME	\$53,700.20
GRAND TOTAL	\$53,700.20

PROJECT NAME: Beechnut Street

CONTRACT NUMBER: 17410

PRIME PROVIDER NAME: R.G. MILLER | DCCM

FEE SUMMARY

R.G. Miller | DCCM

TASK DESCRIPTION	DEPARTMENT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
	\$240.00	\$200.00	\$180.00	\$160.00	\$120.00	\$120.00	\$90.00	\$80.00	
100-PROJECT COORDINATION/MANAGEMENT									
110-PROJECT COORDINATION	4	8		8					20
120-INVOICES/PROJECT PROGRESS REPORTS	2	4		4	4			8	22
130-PROJECT SCHEDULING	1	4							5
140-PROGRESS MEETINGS	1	8		4	4				17
Project Management & Meetings (4 months Typical)									
HOURS SUB-TOTALS	8	24	0	16	8	0	0	8	64
TOTAL LABOR COSTS	\$1,920.00	\$4,800.00	\$0.00	\$2,560.00	\$960.00	\$0.00	\$0.00	\$640.00	\$10,880.00
SUBTOTAL									\$10,880.00
100-PROJECT COORDINATION/MANAGEMENT SUBTOTAL									\$10,880.00

TASK DESCRIPTION	DEPARTMENT MANAGER	PROJECT MANAGER	SENIOR MANAGER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
	\$240.00	\$200.00	\$180.00	\$160.00	\$120.00	\$120.00	\$90.00	\$80.00	
300-DESIGN PHASE									
320-ROADWAY	0	8	0	18	20	12	24	0	82
Illumination in Peek Roundabout		2		4	4	2	4		16
Conduits in Peek Roundabout		2		4	4	2	4		16
Create layout for Mason Roundabout				2	4	4	8		18
Illumination in Mason Roundabout		2		4	4	2	4		16
Conduits in Mason Roundabout		2		4	4	2	4		16
Roadway Details				2	4	2	4		12
330-DRAINAGE	2	6	8	12	20	4	14	0	66
Revise Storm Sewer for MUD 50 coordination	2	4	4	8	12	4	12		46
Update storm sewer calculations		2	4	4	8		2		20
374-QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	0	2	2	4	4	0	4	0	16
Quantities (95%, FINAL)		2	2	4	4		4		16
376-CONSTRUCTION COST ESTIMATES	0	2	2	4	4	0	0	0	12
Construction Cost Estimate (95%, FINAL)		2	2	4	4				12
380-PREPARATION AND SUBMITTAL OF PS&E	4	8	4	16	28	10	20	0	90
95% PS&E SUBMITTALS	2	2	2	4	8	4	8		30
Responses to Comments		2		4	8	2	4		20
100% PS&E SUBMITTALS	2	2	2	4	8	4	8		30
Utility & Agency Approvals & Signatures		2		4	4				10
HOURS SUB-TOTALS	6	26	16	54	76	26	62	0	266
TOTAL LABOR COSTS	\$1,440.00	\$5,200.00	\$2,880.00	\$8,640.00	\$9,120.00	\$3,120.00	\$5,580.00	\$0.00	\$35,980.00
SUBTOTAL									\$35,980.00

PROJECT NAME: Beechnut Street

CONTRACT NUMBER: 17410

PRIME PROVIDER NAME: R.G. MILLER | DCCM

FEE SUMMARY**R.G. Miller | DCCM**

DIRECT EXPENSES									
MILEAGE (current IRS approved rate)	2 Trips x 30 miles per trip	60	current IRS approved rate						\$40.20
PHOTO COPIES (BW-8 1/2" x 11"; @ \$0.10 per copy)					\$0.10				\$0.00
PHOTO COPIES (BW-11" x 17"; @ \$0.20 per copy)		400			\$0.20				\$80.00
PHOTO COPIES (Color-8 1/2" x 11"; @ \$0.70 per copy)					\$0.70				\$0.00
PHOTO COPIES (Color-BW-11" x 17"; @ \$1.50 per copy)					\$1.50				\$0.00
SUBTOTAL									\$120.20
300-DESIGN PHASE SUBTOTAL									
									\$36,100.20
TASK DESCRIPTION									
	DEPARTMENT MANAGER	PROJECT MANAGER	SENIOR MANAGER	PROJECT ENGINEER	EIT	SENIOR ENGINEER TECH	CADD TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
600-ADDITIONAL SERVICES	\$240.00	\$200.00	\$180.00	\$160.00	\$120.00	\$120.00	\$90.00	\$80.00	
610-MEDIAN/DRIVEWAY ADJUSTMENTS	1	4	2	4	8	16	20	0	55
Revise drawings per median/driveway adjustments (assume 1 modification)	1	4	2	4	8	16	20		55
HOURS SUB-TOTALS	1	4	2	4	8	16	20	0	55
TOTAL LABOR COSTS	\$240.00	\$800.00	\$360.00	\$640.00	\$960.00	\$1,920.00	\$1,800.00	\$0.00	\$6,720.00
SUBTOTAL									\$6,720.00
600-ADDITIONAL SERVICES SUBTOTAL									
									\$6,720.00
SUBTOTAL BASIC SERVICES									
									\$53,700.20