

In no event shall the amount paid by County under the 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, as amended, that County shall have available the total maximum sum of \$759,853.58 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

CONTRACTOR does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, 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 \$759,853.58.

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, as amended.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS THIRD AMENDMENT, 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 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 Third Amendment shall prevail with regard to the conflict.
7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Third Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

ATTEST:

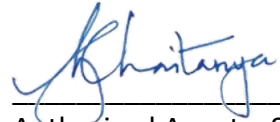
Laura Richard, County Clerk

APPROVED:



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

HUITT-ZOLLARS, INC.



Authorized Agent – Signature

Chaitanya Kasturi, P.E., PMP, ENV SP
Authorized Agent- Printed Name

Vice President
Title

8/14/2025
Date

AUDITOR’S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

EXHIBIT A-3

(Follows Behind)



March 27, 2025

PROPOSAL FOR ADDITIONAL SERVICES

Robert McBride, P.E.
Senior Project Manager
C/O Fort Bend County Engineering
LJA Engineering, Inc.

Reference: Mason Road from Waterside Village Dr to Lewisville Dr & turn lanes at SH 99
Fort Bend County 2017 Mobility Bond Program – Project No. 17401-03

Subject: Proposal – Additional scope for Final Engineering, Bid & Construction phase

Dear Mr. McBride,

Enclosed are Huitt-Zollars, Inc.'s proposed budget, manpower and direct expense breakdown and scope of services for the additional work requested by PMC LJA Inc.

1. Verify existing information since the original survey is more than 6 years old. Visit Site and update the existing conditions and relocated utilities as needed to keep the plans and design up to date.
2. Update Traffic Signal Design to the latest standards and latest specifications.
3. Replace old standard details with new standard details.
4. Update Cost Estimate item quantities and unit prices.
5. Update Project Manual with latest pay items, specifications and bid form based on the latest Harris County and TxDOT Specifications.
6. Address any final set of comments received from FBCTRA, Fort Bend County or PMC/LJA in the plan set before preparing the Bid Documents.
7. Provide Bidding Services. Prepare Bid Documents for Fort Bend County. Answer bidding questions, issue addendums if needed and analyze bid tabs. Attend Pre-Bid meeting and attend Bid Opening at Fort Bend County.
8. Update Utilities and Provide Utility Coordination services based on the latest changes.
9. Provide Construction Administration services described below:
 - a. Attend Pre-construction meeting.
 - b. Attend bi-weekly progress meetings.
 - c. Reviewing submittals.
 - d. Answering RFI's.
 - e. Participate in Substantial Walk Thru
 - f. Prepare record drawings from as-built drawings (to be provided by the contractor).
10. The Bid & Construction Phase would be billed as per time and materials spent.

Additional Optional Scope of Work

As part of Parcel 1 acquisition negotiations, it is possible that the private property owner of Parcel 1 or the Homeowners Association may ask Fort Bend County to provide landscaping adjacent to Parcel 1 acquisition because of the loss of green space due to roadway widening.

In the event that the HOA wants additional tree or shrub planting in this location, Huitt-Zollars will provide 1 to 2 construction plan sheets at maximum 1" = 20'-0" scale, and a planting detail sheet. Planting plan scope shall be limited to the Northeast corner from Mason Road, extending approximately 325' southeast to the property line of the multi-family property. Huitt-Zollars to provide planting specifications, submittal review and RFI review services for this landscaping area.

This work will only be performed if requested by Fort Bend County or LJA.

The proposed budgets for referenced project are shown below:

Phase 001 Existing Conditions Verification.....	\$ 8,600.00
Phase 003 Design Review, Traffic Signal and Standard Updates.....	\$ 24,624.00
Phase 004 Specifications, Quantities & Cost Estimate Updates.....	\$ 9,080.00
Phase 006 Bidding and Construction Administration (Time & Materials).....	\$ 97,851.00
Phase 007 Utility Coordination and Updates.....	\$ 10,160.00

Basic Services Fee Including Subconsultants Fee.....\$ 150,315.00

Phase 008 Additional Optional Scope – Landscaping near Parcel 1 Acquisition.....	\$ 6,420.00
Phase 008 Additional Optional Scope – Water Line Relocation near Parcel 1.....	\$ 8,160.00

Total Additional Optional Scope Fee.....\$14,580.00

Total Project Scope Fee = Basic Services Fee + Additional Optional Scope Fee\$ 164,895.00

Detailed scope of services and level of effort on the basic services and additional services are attached.

Should you have any questions, or require additional information, please call.
Upon receipt of a written notice to proceed, we will commence work. Thank you.

Exclusion from the Scope of Services

1. Construction Management Services.
2. Illumination Design and Illuminations Plans.
3. Landscaping Plans except for area near Parcel 1.
4. Irrigation Plans

Sincerely,
Huitt-Zollars, Inc.



Mohammed Afroz M Shaikh, PE
Senior Associate / Project Manager



Chaitanya Kasturi, PE ENV SP
Vice President

PROJECT BUDGET WORKSHEET - Houston 2025

Client: Fort Bend County / LJA
Project Name: Mason Road at SH 99
Contract No.: 17401-03
Project No.: R309079.01
PM: Mohammed Afroz M Shaikh, PE
PIE: Chaitanya Kasturi, PE

Date: 7/29/2025
Project Number: R309079.01
Project Template:
Labor Code Schedule: HO24

HZ LABOR BUDGET	Phase Number	1	3	3	3	4	4	6	6	7	8	8	RMB
	Phase Description	Survey	Design Phase	Design Phase	Design Phase	Quantities & Cost Estimates	Quantities & Cost Estimates	Bid & Construction Phase	Bid & Construction Phase	Update Utilities & Utility Coordination	Landscaping for Parcel 1	WL Relocation near Parcel 1	Reimbursable Expenses
	Task Number	5	10	11	12	3	4	4	5	2	1	2	
	Task Description	Existing Condition Verification Check for any changes in the field	Replace old standards with new ones	Address additional comments from reviewers	Traffic Signal Updates	Update Project Specifications	Update Cost Estimates and Unit Prices	Prepare Bid Package & Support Bidding	Construction Administration Review Submittals, Answer RFIs, etc.	Update Utility lines and new utility coordination	Additional Optional Item	Additional Optional Item	
	Phase/Task Manager												

Labor Code	Labor Classification	Hourly Rate	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	Column Total	TOTAL HOURS	TOTAL BUDGET	
			\$ 8,600.00	\$ 5,060.00	\$ 13,280.00	\$ 6,284.00	\$ 5,620.00	\$ 3,460.00	\$ 18,840.00	\$ 79,011.00	\$ 10,160.00	\$ 6,420.00	\$ 8,160.00			\$ -
PIC	Principal-In-Charge	\$ 245.00													\$ -	
DPX	Design Principal	\$ 210.00													\$ -	
SPM	Sr. Project Manager	\$ 210.00													\$ -	
PMX	Project Manager	\$ 185.00	16	4	16	4	4	24	96	16				180	\$ 33,300.00	
QAM	QA Manager	\$ 190.00													\$ -	
SCE	Sr. Civil Engineer	\$ 180.00	16	12	36	12	12	48	136	24		24		320	\$ 57,600.00	
CEX	Civil Engineer	\$ 175.00							168					168	\$ 29,400.00	
EIT	Engineer Intern	\$ 120.00	23	18	32	18	48	48		24			32	195	\$ 23,400.00	
SLA	Sr. Landscape Architect	\$ 165.00													\$ -	
LAX	Landscape Architect	\$ 125.00									24			24	\$ 3,000.00	
LAI	Landscape Architect Intern	\$ 95.00									36			36	\$ 3,420.00	
SCT	Sr. CADD Technician	\$ 130.00													\$ -	
CTX	CADD Technician	\$ 90.00													\$ -	
SCM	Senior Construction Manager	\$ 200.00													\$ -	
CMX	Construction Manager	\$ 175.00													\$ -	
REX	Resident Engineer	\$ 165.00													\$ -	
PRS	Sr. Project Representative	\$ 125.00													\$ -	
RPR	Resident Project Representative	\$ 95.00													\$ -	
PSS	Senior Project Support	\$ 95.00													\$ -	
PRO	Project Support	\$ 70.00				8	8							16	\$ 1,120.00	
Total Manhours per Phase/Task			55	34	84	42	24	120	400	64	60	56		939		
HZ Labor per Phase/Task			\$ 8,600.00	\$ 5,060.00	\$ 13,280.00	\$ -	\$ 5,620.00	\$ 3,460.00	\$ 18,840.00	\$ 71,640.00	\$ 10,160.00	\$ 6,420.00	\$ 8,160.00		HZ Labor	\$ 151,240.00
Direct Expenses (Distribute among Phases/Tasks as applicable)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Direct Expenses	\$ -
Direct Consultants (Distribute among Phases/Tasks as applicable)			\$ -	\$ -	\$ -	\$ 6,284.00	\$ -	\$ -	\$ -	\$ 7,371.00	\$ -	\$ -	\$ -		Direct Consultants	\$ 13,655.00
RMB Expenses													\$ -	RMB Expenses	\$ -	
RMB Consultants (Distribute among Phases/Tasks as applicable)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	RMB Consultants	\$ -	
Total Fee per Phase/Task			\$ 8,600.00	\$ 5,060.00	\$ 13,280.00	\$ 6,284.00	\$ 5,620.00	\$ 3,460.00	\$ 18,840.00	\$ 79,011.00	\$ 10,160.00	\$ 6,420.00	\$ 8,160.00	\$ -	CONTRACT SUM	\$ 164,895.00



TEDSI
TBPE F-1640

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079

Tel: (832) 619-1000

Fax: (832) 619-1018

July 18, 2024

(Revised September 3, 2024)

Ms. Chaitanya Gampa, P.E., PMP
Vice President
Huitt-Zollars, Inc.
10350 Richmond Avenue, Suite 300
Houston, TX 77042

Re: *Proposal for Traffic Signal Design Updates, Bid Phase and Construction Phase Services – Mason Road at State Highway 99 (SH 99) and at Lewisville Road*

Dear Ms. Gampa:

TEDSI INFRASTRUCTURE GROUP (TEDSI) appreciates the opportunity to submit this proposal to Huitt-Zollars, Inc. (HZ) to perform professional engineering design update, bid phase and construction phase services for the above captioned intersections.

PROJECT UNDERSTANDING

The following summarizes the required tasks:

- I. Traffic Signal Design Updates:
 1. Update unit prices for the items in the construction cost estimate.
 2. Update the specifications numbers to the most current as required.
 3. Incorporate all additional review comments that may be provided prior to the bid phase.
 4. Provide assistance during the bid phase.

- II. Construction Phase Services
 1. Attend Preconstruction Meeting.
 2. Attend field meetings and site visits.
 3. Review shop drawing submittals that relate to the traffic signal design tasks.
 4. Provide responses to Requests for Information (RFI's).

SCHEDULE

TEDSI will coordinate with HZ to meet submittal milestones as set by the schedule.

COMPENSATION

The work as defined in the Scope of Services will be performed at a lump sum fee as follows:

1. Traffic Signal Design Updates = **\$6,284.00 (Six Thousand Two Hundred Eighty Four Dollars).**
2. Construction Phase Services = **\$7,371.00 (Seven Thousand Three Hundred Seventy One Dollars).**

The total fee for the project is set at **\$13,655.00 (Thirteen Thousand Six Hundred Fifty Five Dollars).**

Detailed account of the Level of Efforts is shown as **Attachment A.**

This proposal is valid for ninety (90) calendar days and does not constitute a binding contract. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP



Yohannes Tadesse, P.E.
Project Manager

Enclosures: As Noted

ATTACHMENT A - TEDSI Fee Proposal (Design Update, Bid Phase and Construction Phase Services)

PROJECT NAME : Mason Road at SH 99 and at Lewisville Drive
 PRIME PROVIDER NAME : Huitt-Zollars, Inc.

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL	
							LABOR HRS.	NO. OF DWGS
FC 162 - PERMANENT TRAFFIC SIGNAL								
UPDATE UNIT PRICES FOR COST ESTIMATE		1	3	3		1	8	N/A
UPDATE SPECIFICATION NUMBERS		1	2	2			5	N/A
UPDATE ADDITIONAL COMMENTS AS REQUIRED		2	3	3	6		14	N/A
BID PHASE		2	4	6		1	13	N/A
SHEET SUBTOTALS								
HOURS SUB-TOTALS	0	6	12	14	6	2	40	
LABOR RATE PER HOUR	\$ 277.41	\$ 251.61	\$ 183.87	\$ 125.80	\$ 103.22	\$ 93.55		N/A
TOTAL LABOUR COSTS	\$ -	\$ 1,509.66	\$ 2,206.44	\$ 1,761.20	\$ 619.32	\$ 187.10	\$ 6,284.00	N/A
FC 309 - CONSTRUCTION PHASE SERVICES								
ATTEND PRECONSTRUCTION MEETING		2					2	N/A
ATTEND FIELD MEETINGS AND SITE VISITS		2					2	N/A
REVIEW AND APPROVAL OIF SHOP DRAWINGS		2	7	7			16	N/A
RESPOND TO RFI'S		2	10	10		1	23	N/A
SHEET SUBTOTALS								
HOURS SUB-TOTALS	0	8	17	17	0	1	43	
LABOR RATE PER HOUR	\$ 277.41	\$ 251.61	\$ 183.87	\$ 125.80	\$ 103.22	\$ 93.55		N/A
TOTAL LABOUR COSTS	\$ -	\$ 2,012.88	\$ 3,125.79	\$ 2,138.60	\$ -	\$ 93.55	\$ 7,371.00	N/A
DIRECT EXPENSES								
MILEAGE (\$0.67 per mile)							\$ -	
TOTAL DIRECT EXPENSES							\$ -	
TOTAL (LABOR + DIRECT EXPENSES)							\$ 13,655.00	