

STATE OF TEXAS                   §  
                                                  §  
 COUNTY OF FORT BEND       §

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

**THIS SECOND 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 PGAL, (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 August 28, 2018, (hereinafter "Agreement") for Services to be provided under the Fort Bend County 2017 Mobility Bond Program – Owens Road (John Sharp Drive) Segment 2 – Project No. 17407, as amended by document executed on September 10, 2019 (the "Amendment"), pursuant to SOQ 14-025; and

WHEREAS, the parties desire to further amend the Agreement for additional professional engineering and surveying Services to be provided and increase the total Maximum Compensation available to perform the Services.

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

1. County shall pay Contractor an additional twenty-eight thousand one hundred dollars and no/100 (\$28,100.00) to render additional Services to County as described in the Scope of Work attached as Exhibit "A" hereto and incorporated herein for all purposes; and
2. The Maximum Compensation payable to Contractor for all Services rendered under the Agreement and this Amendment is hereby increased to an amount not to exceed three hundred seventy-one thousand eight hundred forty-seven dollars and no/100 (\$371,847.00), authorized as follows:
 

\$334,916.00 under the Agreement;  
 \$8,831.00 under the Amendment; and  
 \$28,100.00 under this 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 written amendment executed by the parties.

4. Certain State Law Requirements for Contracts. 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 section 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 section 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

5. **Human Trafficking**

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 the Amendment shall remain unchanged.

FORT BEND COUNTY

*KP George*

County Judge KP George

KP George, County Judge

11-9-2021

Date

ATTEST:



*Laura Richard*

Laura Richard, County Clerk

APPROVED:

J. Stacy  
Slawinski

Digitally signed by J. Stacy  
Slawinski  
Date: 2021.11.01 14:19:22  
-05'00'

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

PGAL

Costas Georghiou

Digitally signed by Costas  
Georghiou  
DN: cn=Costas  
Georghiou, email=costas.georghiou@pgal.com,  
o=PGAL, Inc., cn=Costas  
Georghiou  
Date: 2021.10.25 16:04:59-05'00'

Authorized Agent – Signature

Costas Georghiou

Authorized Agent – Printed Name

Principal

Title

10/25/2021

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 371,847.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

# EXHIBIT A

June 10, 2021

Stacy Slawinski, PE  
Fort Bend County Engineer  
301 Jackson St.  
Richmond, Texas 77469

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
CHICAGO  
DALLAS  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES

Attention: Robert W. Barnett, PE

Ref: John Sharp Road Segment 2; Fee proposal for signal design engineering services

Dear Robert:

PGAL is pleased to submit this fee proposal for the required changes to the plans to accommodate the addition of the proposed signal at the intersection with FM 1464. The requested additional fee is \$28,100.00. Attached is the manhour breakdown of the required additional effort level. The effort will cover changes to the plans, coordination with TxDOT and the ongoing additional coordination with the City of Sugarland.

Please note that the traffic engineering cost for the signal design is already contracted in the original contract and the traffic engineering consultant confirmed their fee.

We very much appreciate the opportunity to continue working for Fort Bend County in executing this critically important project for Precinct 4 and are ready to meet and discuss any comments at your convenience.

Very truly yours,



Costas Georghiou, PE  
Principal

attachments

**FORT BEND COUNTY  
2017 MOBILITY PROJECTS  
JOHN SHARP ROAD SECTION 2  
SIGNAL DESIGN ADDITION EFFORT LEVEL (MAY 21, 2021)**

TASK	MHRS PROJECT MANAGER	MHRS SENIOR ENGINEER	MHRS ENGINEER	MHRS EIT	MHRS CLERICAL	TOTAL COST
	\$ 275	\$ 180	\$ 144	\$ 105	\$ 84	
GENERAL NOTES	0	0	1	0	0	\$ 144.00
INDEX OF DRAWINGS	0	0	2			\$ 288.00
HORIZONTAL ALIGNMENT DATA	0	0	4		0	\$ 576.00
JOHN SHARP P&P1	2	0	16	0	0	\$ 2,854.00
PAVEMENT MARKINGS SHEET 1	1	0	8			\$ 1,427.00
PAVEMENT MARKINGS (2 OPTIONS)	2	0	8	24	0	\$ 4,222.00
PAVEMENT GEOMETRICS LAYOUT	1	0	8		0	\$ 1,427.00
TRAFFIC CONTROL SHEETS	2		8	24		\$ 4,222.00
COORDINATION WITH TRAFFIC SIGNAL DESIGN	2	0	12		0	\$ 2,278.00
QUANTITY ESTIMATES	2	0	12	0		\$ 2,278.00
PROJECT MANUAL	1	0	4	0		\$ 851.00
UTILITY COORDINATION AND CONFLICT TABLE	1	0	12	0		\$ 2,003.00
SUGARLAND COORDINATION	4	0	8	0		\$ 2,252.00
TxDOT COORDINATION	2	0	12			\$ 2,278.00
EXPENSES						\$ 1,000.00
	<b>20</b>	<b>0</b>	<b>115</b>	<b>48</b>	<b>0</b>	
						<b>\$ 28,100.00</b>

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

PGAL, Inc  
Houston, TX United States

**Certificate Number:**  
2021-817066

**Date Filed:**  
10/26/2021

**Date Acknowledged:**  
11/09/2021

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

17407  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gerber, Jeffrey	Houston, TX United States	X	
	Brown, Kenneth	Alexandria, VA United States	X	
	Weiner, Jeffrey	Houston, TX United States	X	
	Nestler, Ian	Boca Raton, FL United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)