

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 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 pursuant to SOQ 14-025, (hereinafter “Agreement”), as amended by document executed on April 9, 2019, (hereinafter “Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services and extend the Time of Performance under the Agreement.

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

1. County shall pay Contractor an additional amount not to exceed one hundred forty-eight thousand four hundred ninety-nine dollars and 20/100 (\$148,499.20) to perform the additional Services, as described in Contractor’s request for additional funding dated August 30, 2022 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 two hundred forty-eight thousand four hundred ninety-four dollars and 04/100 (\$2,248,494.04), authorized as follows:
  - \$1,885,850.29 under the Agreement;
  - \$214,144.55 under the Amendment; and
  - \$148,499.20 under this Second 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. The parties hereby agree the terms and conditions of the Agreement have remained in effect to date and the Time of Performance is hereby extended to end no later than December 31, 2026.
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.

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

  
County Judge KP George

KP George, County Judge

October 25, 2022

Date

ATTEST:





Laura Richard, County Clerk

PIERCE GOODWIN ALEXANDER & LINVILLE, INC

Costas Georghiou  
Digitally signed by Costas Georghiou  
DN: cn=Costas Georghiou, o=Pierce Goodwin Alexander & Linville, Inc., cn=Costas Georghiou  
Date: 2022.10.07 13:55:07-0500

Authorized Agent – Signature

Costas Georghiou

Authorized Agent – Printed Name

Principal

Title

10/07/2022

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 2,248,494.04 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

# EXHIBIT A



August 30, 2022

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

Attention: Bassem Talje

Dear Bassem:

As discussed, TxDOT has notified us that the project is now funded is scheduled for letting in May 2023. As such, we have been asked to complete the design immediately and submit 100% plans by December 2, 2002. We are working on completing the work but we are asking for additional funding necessitated by additional effort to date and new effort required due to the need to update and redo some of the work. The following is an explanation for the need for additional money and a breakdown of the additional costs:

1. Additional costs for railroad exhibits and drilled shaft retaining wall redesign: We have been coordinating with TxDOT and UPRR on a regular basis and have yet to obtain agreement from UPRR. Based on discussion with TxDOT and with their support, we managed to convince UPRR that their original requirement to design the walls for a track adjacent to the right-of-way line was excessive. With their consent we redesigned the walls and updated the retaining wall plans and railroad exhibits. Subsequent to that submittal, we provided additional analysis proving that the proposed storm sewer does not adversely impact the existing bridge. The expended effort for this work is estimated at \$41,530.00. Breakdown of the effort is shown as the first item in the level of effort spreadsheet.
2. Utility Coordination: We have restarted the utility coordination effort. Due to the elapsed time we have to first update the utility research to verify if additional utilities are present and re-engage with the utility companies in preparation for the 90% utility coordination meeting. We will evaluate any relocations to date and confirm that new locations do not impact project. Given the short timeframe until letting, at TxDOT's request we will prepare a utility accommodation management plan. The requested additional funding for this task is \$47,260.00. This funding includes 40 manhours for RPS utility coordinator to assist with utilities that might be slow to respond.

3. Plan Updates: The team reviewed current design criteria to evaluate whether changes to the design are necessary to satisfy the updated criteria. All plans will be reviewed and updated. Standard drawings will be reviewed and outdated standards replaced as necessary. Specifications will be reviewed to ensure bid items are meeting current specifications. The requested amount for this task is \$44,680.00. A breakdown of the manhours per item of work is included in the attached spreadsheet.
4. Signal Redesign: Since the City of Sugarland annexed the project area the signal at Cunningham Creek Blvd. has come under their responsibility for operation and maintenance and will have to be redesigned to City standards. The estimated cost of the redesign is \$15,029.20. Attached is the level of effort estimate from TEDSI for your review.

The total additional authorization requested for these tasks is estimated at \$148,499.20. We are ready to meet and discuss any comments at your convenience.

Very truly yours,

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

Costas Georghiou, PE  
Principal

PRIME PROVIDER NAME: PGAL  
 CONTRACT NUMBER:  
 PROJECT NAME/CSJ: US90A @ SH99; CSJ: 0027-08-180

**PGAL  
 METHOD OF PAYMENT - SPECIFIED RATE**

TASK DESCRIPTION	SR. PROJECT MANAGER	SENIOR ENGINEER	SENIOR STRUCTURAL ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER EIT	SENIOR CADD OPERATOR	TOTAL LABOR HRS. & COSTS
<b>DRILLED SHAFT RETAINING WALL REDESIGN</b>								
Retaining wall redesign	4	8	90					102
Retaining Wall Plan and Profile Redo		16	41					57
Railroad Agreement Exhibit Revisions		24						24
Drilled Shaft Retaining Wall Plan and Profile update due to utilities		4	8		16			28
<b>HOURS SUB-TOTALS</b>	<b>4</b>	<b>52</b>	<b>139</b>		<b>16</b>			<b>211</b>
CONTRACT RATE PER HOUR	\$300.00	\$195.00	\$202.00	\$153.00	\$132.00	\$114.00	\$130.00	
TOTAL LABOR COSTS	\$1,200.00	\$10,140.00	\$28,078.00		\$2,112.00			\$41,530.00
<b>SUBTOTAL</b>								<b>\$41,530.00</b>
<b>UTILITY COORDINATION</b>								
Update Utility research		20		40				60
Coordination with utility companies		24					8	32
Evaluation of relocations to date	2	8		16				26
90% utility coordination meeting	4	16					8	28
Update existing utility layouts	2	8			16			26
Management Plan	16	8					24	48
Help from RPS for utility coordination		40						40
<b>HOURS SUB-TOTALS</b>	<b>24</b>	<b>124</b>		<b>56</b>	<b>16</b>		<b>40</b>	<b>260</b>
CONTRACT RATE PER HOUR	\$300.00	\$195.00	\$202.00	\$153.00	\$132.00	\$114.00	\$130.00	
TOTAL LABOR COSTS	\$7,200.00	\$24,180.00		\$8,568.00	\$2,112.00		\$5,200.00	\$47,260.00
<b>SUBTOTAL FC 160 (161)</b>								<b>\$47,260.00</b>
<b>DESIGN UPDATE</b>								
Reevaluation of existing conditions	2	4		8				14
Reevaluation of design criteria and impacts on design	2	12		8				22
Review and update roadway design plans	2	16		40			8	66
Update of standard drawings	1	8		8			8	25
Review of Specification revisions/ General notes	4	12						16
Quantity Estimates and summaries updates	2	16			24			42
Sub coordination	2	12						14
<b>QA/QC</b>	<b>24</b>	<b>12</b>						
<b>HOURS SUB-TOTALS</b>	<b>39</b>	<b>92</b>		<b>64</b>	<b>24</b>		<b>16</b>	<b>235</b>
CONTRACT RATE PER HOUR	\$300.00	\$195.00	\$202.00	\$153.00	\$132.00	\$114.00	\$130.00	
TOTAL LABOR COSTS	\$11,700.00	\$17,940.00		\$9,792.00	\$3,168.00		\$2,080.00	\$44,680.00
<b>SUBTOTAL FC 160 (161)</b>								<b>\$44,680.00</b>

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>SIGNING, PVMT. MARKING, &amp; SIGNAL - FC 162</b>										
<b>TRAFFIC SIGNAL DESIGN UPDATE</b>										
<b>US 90A AT Cunningham Creek Boulevard</b>										
PROJECT COORDINATION	2	6	0	0	0	0	3	11	N/A	N/A
FIELD DATA COLLECTION/SITE INVENTORY	0	0	2	4	0	0	2	8	N/A	N/A
UTILITY CONFIRMATION / COORDINATION	0	1	2	2	0	0	0	5	N/A	N/A
SUMMARY OF QUANTITIES SHEET	0	2	4	4	2	2	0	14	1	14
NOTES FOR TRAFFIC SIGNAL LAYOUT	0	1	1	2	2	2	0	8	1	8
EXISTING CONDITION LAYOUT	0	0	0	0	0	0	0	0	1	0
PROPOSED SIGNAL PLAN LAYOUT	1	2	4	4	10	20	0	41	2	21
PLAN LAYOUT SCHEDULES	1	2	2	2	2	6	0	15	1	15
TRAFFIC SIGNAL ELEVATIONS	0	0	0	4	6	6	0	16	1	16
STRIPING LAYOUT SHEETS	0	0	0	0	0	0	0	0	1	0
STANDARD DRAWINGS AND SPECIFICATIONS	0	2	0	2	2	0	0	6	2	3
PREPARATION OF COST ESTIMATE	0	2	4	4	0	0	2	12	N/A	N/A
HOURS SUB-TOTALS	4	18	19	28	24	36	7	136	10	
CONTRACT RATE PER HOUR	\$232.83	\$172.64	\$122.22	\$99.31	\$93.82	\$84.03	\$82.32			
TOTAL LABOR COSTS	\$931.32	\$3,107.52	\$2,322.18	\$2,780.68	\$2,251.68	\$3,025.08	\$576.24	\$14,994.70		
% DISTRIBUTION OF STAFFING	2.94%	13.24%	13.97%	20.59%	17.65%	26.47%	5.15%			
<b>SUBTOTAL - FC 162</b>								<b>\$14,994.70</b>		

OTHER DIRECT EXPENSES	COST/UNIT							
	60							
Mileage (current state rate)	\$0.575							\$34.50
<b>SUBTOTAL DIRECT EXPENSES</b>								<b>\$34.50</b>

<b>SUMMARY</b>	
TOTAL LABOR COSTS	\$14,994.70
NON-SALARY (OTHER DIRECT EXPENSES)	\$34.50
<b>GRAND TOTAL</b>	<b>\$15,029.20</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**

**Certificate Number:**  
2022-942802

**Date Filed:**  
10/10/2022

**Date Acknowledged:**  
10/25/2022

**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

**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.**  
14-025  
SOQ 14-025 - US90A at SH99; CSJ 0027-08-180

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