

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 TEDSI Infrastructure Group, 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 June 12, 2018, pursuant to SOQ 14-025, (hereinafter "Agreement"), as amended by documents executed on July 13, 2021 (hereinafter "Amendment") and January 25, 2022 (hereinafter "Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services 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 twenty-seven thousand eight hundred eighty-five dollars and no/100 (\$27,885.00) to perform the additional Services, as described in Contractor's Supplemental Engineering Fee Proposal #3 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 two hundred thirty-three thousand forty-six dollars and 66/100 (\$1,233,046.66), authorized as follows:
 - \$798,655.98 under the Agreement;
 - \$359,891.68 under the Amendment;
 - \$46,614.00 under the Second Amendment; and
 - \$27,885.00 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. The parties hereby agree the terms and conditions have remained in effect to date and the Time of Performance shall be 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

November 22, 2022
Date

ATTEST:


Laura Richard, County Clerk

APPROVED:


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

TEDSI INFRASTRUCTURE GROUP, INC


Authorized Agent – Signature

Jules M. Morris, Jr., P.E.
Authorized Agent – Printed Name

Vice President
Title

11/03/2022
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,233,046.66 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

EXHIBIT A



October 11, 2022

Mr. Kevin Mineo, P.E.
Managing Director - Transportation
Binkley and Barfield | DCCM
1710 Seamist Drive
Houston, Texas 77008

**Re: SH 99 Grand Parkway Southbound Frontage Road
Supplemental Engineering Fee Proposal #3
Westheimer Parkway to Cinco Ranch Blvd**

Dear Mr. Mineo:

TEDSI Infrastructure Group (TEDSI) appreciates the opportunity to submit for your approval this supplemental fee proposal for the above referenced project. This supplemental is in relation to a pair of conditions not included in previously negotiated scope of work. Those include: 1) Updated Modifications to the original Hydraulic Analysis completed in Year 2018 as requested by TxDOT, and 2) Complexities in the Drainage PS&E design resulting from the approved corridor-wide drainage report (prepared by the SH 99 mainlane design consultants).

Of note, both of these conditions involve our drainage subconsultant Sirrus Engineers, Inc. We have reviewed their fee proposal and find it reasonable and just. It is attached herein for your review. Meanwhile, and for additional clarity, we've prepared the tables below.

Fee Proposal Summary:

Original Drainage Fee:	\$113,692.50
Supplemental Drainage Fee:	\$25,350.00
Subconsultant Management Fee:	<u>\$2,535.00</u>
Total Supplemental #3 Fee:	\$27,885.00

Contract Summary

Original Contract Amt:	\$798,655.98
Supplemental #1:	\$359,891.68
Supplemental #2:	\$46,614.00
Supplemental #3:	\$27,885.00

New Contract Amt: \$1,233,046.66

In the event of questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jules M. (Jay) Morris, Jr., P.E.
Vice President

ATTACHMENT A SCOPE OF SERVICES

SH 99 Grand Parkway Southbound Frontage Road Segment 1

ADDENDUM ENGINEERING SERVICES

County: Fort Bend

Highway: SH 99 Grand Parkway Southbound Frontage Road Segment 1

Limits: Cinco Ranch Blvd. to Westheimer Parkway (Approx. Existing Roadway Station 1431+00 to 1470+00)

BACKGROUND

Fort Bend County voters approved the Fort Bend County Mobility program in 2017 for transportation improvements to the transportation system. Within Fort Bend County Precinct Three, the SH 99 Grand Parkway Southbound Frontage Road (SBFR) is one of the projects and the limits of the project are described above. The Lead General Engineering Consultant (GEC) and Segment 2 Roadway design is DE Corp. (DEC), with Sirrus Engineers, Inc., (SEI) as Hydrology and Storm design, Weisser Engineering and Surveyors, Inc., (WES) as Surveying and ROW mapping, Aviles for Geotechnical, and SWCA Environmental for Environmental services.

A drainage study report for the SBFR was previously completed and submitted with the Schematic design when TxDOT began design efforts on the SH 99 main lane improvement Project. As part of the SH 99 main lane improvement Project, TxDOT's consultants RPS and CivilTech provided a Drainage Study for the main lane project that also incorporated the County's frontage road projects as part of the proposed plan. Based on direction from the County and TxDOT, the SBFR PS&E plans submitted at 60% and 90% were revised to conform with the requirements found in TxDOT's Drainage Study.

Pursuant to a coordination meeting with TxDOT and Fort Bend County on July 11, 2022, and after an email clarification, TxDOT requested that Fort Bend County provide the following information for the SBFR project:

- TxDOT's Drainage Study completed by their consultants RPS and CivilTech shall cover the 100-year flood frequency analysis and reflect the frontage road nodes with the HGL information. TxDOT's Study shall be the basis for the SBFR storm sewer trunk line sizes.
- The County's SBFR Drainage Report shall provide the 10-year flood frequency analysis of the storm sewer system that conforms with the TxDOT Drainage Study, and include the following:
 - Brief Description of Project
 - Existing Drainage Pre-Construction
 - Existing Drainage Area Map
 - Proposed Drainage Area Map
 - SBFR Storm Sewer Layouts with Outfall locations and Headwater/Tailwater
 - 10-yr Computer Run of SBFR drainage system (in Geopak Drainage) with current Atlas 14 coefficients (as defined in the TxDOT Drainage Study)
- Additionally, the SBFR PS&E drainage design will require modification to the already designed construction plans in terms of changes to pipe sizes and lengths, design of Junction box and Restrictors to conform with the TxDOT Drainage Study.

ATTACHMENT A
FEE SCHEDULE (SIRRUS)
METHOD OF PAYMENT: LUMP SUM

TEDSI

CONTRACT NUMBER:

PROJECT NAME: SH99 Southbound Frontage Road Segment 1

PROJECT LIMITS: Cinco Ranch Blvd. to Westheimer Parkway (Approx. Existing Roadway Station 1431+00 to 1470+00)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	DESIGN ENGINEER	SENIOR TECH	SENIOR CADD	CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
DRAINAGE STUDY (FC161) UPDATE									
PRELIMINARY HYDROLOGIC/HYDRAULIC									
VERIFY AND DOCUMENT DRAINAGE AREA BOUNDARIES FOR EXISTING ROADWAY w.r.t. TxDOT	1	4	4	0			9		
UPDATED FRONTAGE ROADWAY DOCUMENTATION									
DETERMINE PROPOSED DRAINAGE AREA BOUNDARIES (DUE TO THE TxDOT REPORT) - PROPOSED CONDITIONS	1	4	8	0			13		
PERFORM HYDROLOGIC COMPUTATIONS FOR PROPOSED CONDITIONS OF THE ROADWAY - ATLAS 14	2	8	16	0			26		
SCHEMATIC LAYOUT OF THE FRONTAGE STORM SEWER WITH HEADWATER AND TAILWATER	1	6	12	0			19		
FINAL MEMO	2	4	4	0			10		
COORDINATION	2	2	0	0			4		
DESIGN CHANGES DUE TO TxDOT - REVISE PIPES AND RESTRICTOR DETAILS	2	8	16				26		
DESIGN CHANGES DUE TO TxDOT - JUNCTION BOX DETAIL	2	8	12				22		
COORDINATION OF THE DESIGN WITH TxDOT CONSULTANT	2	8	8				18		
HOURS SUB-TOTALS	15	52	80	0	0	0	147		
CONTRACT RATE PER HOUR	\$250.00	\$200.00	\$140.00	\$105.00	\$120.00	\$0.00			
TOTAL LABOR COSTS	\$3,750.00	\$10,400.00	\$11,200.00	\$0.00	\$0.00	\$0.00	\$25,350.00		
SUBTOTAL (FC161)							\$25,350.00		

DESCRIPTION							TOTAL MH BY FC	TOTAL COSTS BY FC
DRAINAGE STUDY (FC161) UPDATE							147	\$25,350.00
SUBTOTAL LABOR EXPENSES							147	\$25,350.00
OTHER DIRECT EXPENSES	QUANTITY	RATE	UNIT					
Mileage (# of miles) (0.550)	0	\$0.550	MI					\$0.00
Courier Services	0	\$40.00	EACH					\$0.00
Photocopies 8.5x11 (Report 2 copies for TxDOT and DEC, one for Willfork & FBCDD)	0	\$0.10	EACH					\$0.00
Photocopies 11x17	0	\$0.25	EACH					\$0.00
Plot (Color on Bond)	0	\$3.50	SF					\$0.00
Mylars 11x17	0	\$4.00	SHEET					\$0.00
CD Archive (for Report TxDOT, DEC 2 copies, FBCDD, Willfork 1 each) Const 2	0	\$5.00	EACH					\$0.00
SUBTOTAL DIRECT EXPENSES								\$0.00

SUMMARY	
TOTAL LABOR EXPENSES (includes multiplier)	\$25,350.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$0.00
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$25,350.00

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.**

TEDSI Infrastructure Group, Inc.
Houston, TX United States

Certificate Number:
2022-951897

Date Filed:
11/03/2022

Date Acknowledged:
11/22/2022

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.

SOQ 14-025
Amend. #3 to Agreement 2017 Mobility Bond Program - Project No. 17303

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Salinas, Jesus	Mission, TX United States	X	
	Lupher, Mark	Houston, TX United States	X	
	Morris, Jr., Jules M.	Houston, TX United States	X	
	Stong, Craig	Mission, 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)