

In no event shall the amount paid by County under this 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, that County shall have available the total maximum sum of Nine Hundred Ninety Three Thousand Five Hundred Twenty Three and 17/100 Dollars (\$993,523.17) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 Nine Hundred Ninety Three Thousand Five Hundred Twenty Three and 17/100 Dollars (\$993,523.17).

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.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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, as amended, 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 Second Amendment shall prevail with regard to the conflict.

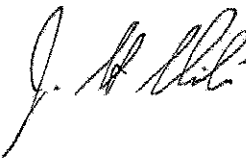
FORT BEND COUNTY, TEXAS


County Judge KP George

KP George, County Judge

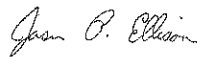
February 28, 2023

Date

APPROVED: 

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

BGE, INC.



Authorized Agent – Signature

Jason Ellison

Authorized Agent- Printed Name

Roadway Group Manager


Title

2/9/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 993,523.17 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,
County Auditor

i:\agreements\2023 agreements\engineering\bge, inc. (21-eng-100881-a2)\2nd amendment - bge.docx - JLF



EXHIBIT A-2

Date: December 21, 2022

Robert T. McBride, P.E.
C/O Fort Bend County Engineering
Senior Project Manager
LJA Engineering, Inc.
3600 W. Sam Houston Parkway S., Suite 600
Houston, TX 77042

Reference: FBC 20405 – Lexington Boulevard (Laurel Green Rd. to east of Lexington Grove Dr.)
Fort Bend County 2020 Mobility Bond Program

Subject: Contract Amendment No 2 - Preliminary & Final Design

Dear Mr. McBride,

Enclosed are BGE, Inc’s proposed fee estimate, manpower and direct expense breakdown and scope of services for Preliminary Engineering and Final Engineering Services for the above referenced project. A summary by phase includes:

Phase 1 – Preliminary Engineering Services (lump sum)	\$50,308.00
Phase 2 – Final Design Services (lump sum)	<u>\$24,297.25</u>
Total Proposed Fee	\$74,605.25

A detailed scope of services and level of effort is attached. Please contact me if you require any additional information.

Sincerely,

Jason Ellison, P.E.
Roadway Group Manager
BGE, Inc.

FOR

**2020 Mobility Bond Program
Scope of Services
(BGE, Inc.)
Supplemental Agreement No. 2**

Scope of Work – the project generally includes roadway reconstruction and drainage improvements for Fort Bend County Mobility Bond Project 20405 - **Lexington Boulevard from Laurel Green Road to 450 feet east of Lexington Grove Drive**. ROW acquisition is generally not anticipated except as intersection corner clips.

Scope of Services – the Engineer (Design Consultant) shall perform supplemental preliminary design services according to the following detailed scope.

The following scope utilizes **lump sum methods of payment** as noted.

PRELIMINARY DESIGN

Public Involvement (Lump Sum Method of Payment)

A. Public Involvement

Provide public involvement services for two public meeting to include :

1. The Engineer shall use the following methods for exchange of information:
 - a. Public Meeting - The Engineer shall assist the County and attend the public meeting as requested by the County and provide assistance in gathering input from the public.
2. The Engineer shall prepare materials and perform tasks to facilitate the public meeting. The Engineer shall:
 - a. Prepare sign-in sheets, and comment forms for the staff. This task assumes that the material prepared for the meeting shall not be produced in Spanish.
 - b. Prepare flyers for advance notification of public meetings.
 - c. Prepare powerpoint presentation for public meetings
 - d. Prepare for and attend four coordination meetings with the County to discuss public meeting.
 - e. Provide personnel to conduct the public meeting (maximum of four (4) people)
 - f. Prepare informational exhibits for display at the public meeting.

**2020 Mobility Bond Program
Scope of Services
(BGE, Inc.)
Supplemental Agreement No. 2**

- g. Provide a summary report following guidance for public meeting documentation that shall include copies sign-in sheets, comment forms, letters, and a comment response matrix.
- h. Assist the County with the responses to comments raised during the designated comment period of the public meeting.

CONTRACT ADMINISTRATION (Lump Sum Method of Payment)

Manage professional contract, develop and maintain a project schedule, prepare and manage subconsultant contracts, perform project administration, progress reports, and correspondence. Coordinate with and attend meetings with the Project Management firm and the County. Prepare, distribute, and retain correspondence. Document project discussions via phone calls or conference calls as required.

Conduct a monthly progress meeting with the City.

Conduct up to 4 coordination meetings with the City and County prior to the public meeting.

EXCLUSIONS

Additional services not listed within this agreement.

FEE SCHEDULE
CA No 2

Fort Bend County 2020 Mobility Bond Program
Lexington Boulevard
Project No. 20405
PRIME PROVIDER: BGE, Inc.

FIRM SUMMARY		
Firm	Amount	Percent
BGE, Inc.	\$ 74,605.25	100.0%
EHRA	\$ -	
Geotech Engineering and Testing	\$ -	
Half Associates	\$ -	
Total	\$ 74,605.25	100.0%

SUMMARY BY PAYMENT BASIS					
	Firm				Total
	BGE, Inc. (Design)	EHRA (Survey / ROW)	Geotech Engineering and Testing (Geotechnical)	Half Associates (SUE)	
LUMP SUM PAYMENT BASIS					
Preliminary Design (Survey)					\$ -
Preliminary Design (Engineering)	\$ 50,308.00				\$ 50,308.00
Final Design	\$ -				\$ -
Contract Administration	\$ 20,800.00				\$ 20,800.00
DIRECT EXPENSES	\$ 3,497.25				\$ 3,497.25
SUBTOTAL (LUMP SUM PAYMENT BASIS)	\$ 74,605.25	\$ -	\$ -	\$ -	\$ 74,605.25
TIME AND MATERIALS PAYMENT BASIS					
Preliminary Design (SUE)					\$ -
Final Design (ROW Mapping and Parcel Docs)					\$ -
Bid and Construction Phase Services					\$ -
SUBTOTAL (TIME & MATERIALS PAYMENT BASIS)	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 74,605.25	\$ -	\$ -	\$ -	\$ 74,605.25

SUMMARY BY CONTRACT PHASE & DISCIPLINE					
	Firm				Total
	BGE, Inc. (Design)	EHRA (Survey / ROW)	Geotech Engineering and Testing (Geotechnical)	Half Associates (SUE)	
PHASE 1 - PRELIMINARY ENGINEERING					
Geotechnical					
Geotechnical (Pvt / Storm Borings and Report)					\$ -
Geotechnical (Detention Outfall / Pond Borings and Report)					\$ -
Survey (Road, Outfall & Pond)					\$ -
SUE					\$ -
Preliminary Engineering Report (PER)	\$ -				\$ -
Drainage Impact Study	\$ -				\$ -
Utility Coordination	\$ -				\$ -
Public Involvement	\$ 50,308.00				\$ 50,308.00
SUBTOTAL (PRELIMINARY ENGINEERING)	\$ 50,308.00	\$ -	\$ -	\$ -	\$ 50,308.00
PHASE 2 - FINAL DESIGN					
Final Design	\$ -				\$ -
ROW Mapping / Parcel Documents					\$ -
Contract Administration and Direct Expenses	\$ 24,297.25				\$ 24,297.25
SUBTOTAL (FINAL DESIGN)	\$ 24,297.25	\$ -	\$ -	\$ -	\$ 24,297.25
PHASE 3 - BID AND CONSTRUCTION PHASE SERVICES					
					\$ -
GRAND TOTAL	\$ 74,605.25	\$ -	\$ -	\$ -	\$ 74,605.25

FEE SCHEDULE
(LUMP SUM PAYMENT BASIS)
CA No 2

Fort Bend County 2020 Mobility Bond Program
Lexington Boulevard
Project No. 20405
SUMMARY OF SCOPE - Engineering

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				

PRELIMINARY DESIGN (LUMP SUM PAYMENT BASIS)

Public Involvement	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
Public Involvement												
Public Meeting												
Ponding Map Exhibits (22x34, Scale: 1"=100')	12				20				32	\$ 5,200.00		
Exhibits (Includes Roadway, Drainage, and TCP)	8	16	32	8	32				96	\$ 14,416.00		
Powerpoint Slides	8	8							16	\$ 3,320.00		
Powerpoint Presentation (Prep and Review)	12		24		32				68	\$ 10,264.00		
Public Meeting Attendance (Max 4 People; Includes Prep, Set up, and Take Down)	16	16	16	16					64	\$ 11,264.00		
Prepare Comment Forms	4		4		8					\$ 2,500.00		
Prepare Flyer for Advance Notification of Public Meeting	4		8		10					\$ 3,344.00		
									0			
HOURS SUB-TOTALS	64	40	84	24	102	0	0	0	276			
SUBTOTAL	\$15,360.00	\$7,000.00	\$12,852.00	\$3,264.00	\$11,832.00	\$0.00	\$0.00	\$0.00	\$50,308.00	\$50,308.00		

SUBTOTAL PRELIMINARY DESIGN	64	40	84	24	102	0	0	0	276	0		
	\$15,360.00	\$7,000.00	\$12,852.00	\$3,264.00	\$11,832.00	\$0.00	\$0.00	\$0.00	\$50,308.00	\$50,308.00		

CONTRACT ADMINISTRATION (LUMP SUM PAYMENT BASIS)

Conference Calls	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	CADD OPERATOR	ADMIN/CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF SHTS	HRS PER SHT
Conference Calls	8	16	16						40	\$ 7,168.00		
4 Additional Coordination Meetings with City of Missouri City and Fort Bend County	24	24	24						72	\$ 13,632.00		
HOURS SUB-TOTALS	32	40	40	0	0	0	0	0	112			
SUBTOTAL	\$7,680.00	\$7,000.00	\$6,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800.00	\$20,800.00		

TOTAL HOURS	96	80	124	24	102	0	0	0	388			
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				

SUBTOTAL LABOR EXPENSES	\$ 23,040.00	\$ 14,000.00	\$ 18,972.00	\$ 3,264.00	\$ 11,832.00	\$ -	\$ -	\$ -	\$71,108.00			
--------------------------------	--------------	--------------	--------------	-------------	--------------	------	------	------	--------------------	--	--	--

DIRECT EXPENSES	QUANTITY	UNIT	RATE	TOTAL
MILEAGE	170	mile	\$ 0.625	\$ 106.25
PHOTOCOPIES B/W (8 1/2" X 11")	100	each	\$ 0.10	\$ 10.00
PHOTOCOPIES COLOR (8 1/2" X 11")	20	each	\$ 0.65	\$ 13.00
PLOTS (COLOR ON BOND)	16	per sq. ft.	\$ 1.75	\$ 28.00
PRESENTATION BOARDS COLOR (22"X34")	48	each	\$ 30.00	\$ 1,440.00
Audio - Equipment Rental	2	each	\$ 400.00	\$ 800.00
Audio - Visual Equipment Rental	2	each	\$ 500.00	\$ 1,000.00
Public Involvement Meeting Supplies	2	each	\$ 50.00	\$ 100.00
SUBTOTAL DIRECT EXPENSES				\$ 3,497.25
TOTAL				\$74,605.25

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:
2023-981529

Date Filed:
02/09/2023

Date Acknowledged:
02/28/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BGE, 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.
Project No. 20405
Professional Engineer Services (Lexington Blvd. Mobility Bond)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lennard , Lee	Houston, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Dillon , Doug	Dallas , TX United States	X	
	Heisch , Rodney	Houston, TX United States	X	
	Jasek, Wes	Austin, 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)