

STATE OF TEXAS §
COUNTY OF FORT BEND §

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(BGE, Inc. – SOQ 14-025)

THIS THIRD AMENDMENT for Professional Engineering Services (“Third Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and BGE, Inc. (“Contractor”), a corporation duly authorized to conduct business in the state of Texas. County and Contractor are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement for Professional Engineering Services on July 6, 2021 (the “Agreement”) pursuant to SOQ 14-025 for the Lexington Boulevard Mobility Bond Project No. 20405, Precinct 4, and incorporated fully by reference; and

WHEREAS, the Agreement was subsequently amended July 5, 2022 (the “First Amendment”), and April 11, 2023 (the “Second Amendment”), and both the First Amendment and the Second Amendment are incorporated fully by reference; and

WHEREAS, by execution of this Third Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, and to increase the total Maximum Compensation for the completion of such services.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended and modified as follows:

1. **Scope of Services.** County shall pay Contractor an additional Forty-Two Thousand, One Hundred Fifty-Nine and 00/100 Dollars (\$42,159.00) for the performance and completion of additional services as described in Contractor's Letter dated May 15, 2023 and Fee Schedule (the "Services") attached hereto as Exhibit "A-3" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million, Thirty-Seven Thousand, Six Hundred Eighty-Two and 17/100 Dollars (\$1,037,682.17) authorized as follows:

\$682,085.92 under the Agreement;
\$238,832.00 under the First Amendment;
\$74,605.25 under the Second Amendment; and
\$42,159.00 under this Third Amendment

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 One Million, Thirty-Seven Thousand, Six Hundred Eighty-Two and 17/100 Dollars (\$1,037,682.17) 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 One Million, Thirty-Seven Thousand, Six Hundred Eighty-Two and 17/100 Dollars (\$1,037,682.17).

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 Third Amendment shall prevail with regard to the conflict.

(Execution Page Follows)

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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, TEXAS



County Judge KP George

KP George, County Judge

July 25, 2023

Date



ATTEST:



Laura Richard, County Clerk

APPROVED:



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

BGE, INC.



Authorized Agent – Signature

Jason Ellison, P.E.

Authorized Agent- Printed Name

Roadway Group Manager

Title

7/6/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,037,682.17 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,
County Auditor

Exhibit A-3: Contractor's Letter dated May 15, 2023 and Fee Schedule

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Exhibit A-3



Date: May 15, 2023

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 3 - Preliminary Design and 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 Services for the above referenced project. A summary by phase includes:

Phase 1 – Preliminary Engineering Services (lump sum)	\$12,047.00
Phase 2 – Final Design Services (lump sum)	<u>\$30,112.00</u>
Total Proposed Fee	\$42,159.00

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

Sincerely,

A handwritten signature in blue ink that reads "Jason P. Ellison".

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

**2020 Mobility Bond Program
Scope of Services
(BGE, Inc.)
Supplemental Agreement No. 3**

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 survey services, final design, and utility coordination according to the following detailed scope.

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

PRELIMINARY DESIGN

Design Survey

Prepare a planimetric survey to include:

- Temporary benchmarks and control as needed for sufficient data collection surveying
- Visible surface features including fence, markers, trees, electrical towers, and elevations
- Obtain invert depths of underground storm sewer facilities where accessible; and obtain depths of underground water lines at water valve nuts, if accessible.

Survey limits include:

- Houston Lighting and Power (Centerpoint) easement- Survey shall extend north of Lexington Boulevard, east from the back line of Block 1 of Lexington Settlement, Section One to the west curb of Lexington Grove Drive for approximately 750' at 50' intervals.

Design Survey Deliverables

- 2D Planimetric file in Microstation Select Series 10 format
- 3D DTM in Microstation Select Series 10 format
- ASCII point file of all shots
- Triangulated TIN file

Files shall be named according to Fort Bend County's file naming convention.

Utility Coordination

The Engineer shall research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) specific to Centerpoint Transmission ROW. Any subsurface utility investigation (SUI) should be at the expense of the utility

2020 Mobility Bond Program
Scope of Services
(BGE, Inc.)
Supplemental Agreement No. 3

company. Utility company signatures will not be required on completed drawings.

The Engineer will:

- Perform records research and field visits to determine the presence of underground or overhead private or public utilities during the Preliminary Design phase
- Send records requests to utility companies and obtain I.D. numbers
- Depict utilities to a reasonable degree of accuracy on the plan and profile drawings (based on available information)
- Submit milestone drawings to applicable utility companies for their review

Unless otherwise noted, the preliminary design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis by task. Major tasks of preliminary design (design, survey, geotechnical, etc.) should be itemized in invoices.

FINAL DESIGN

Drainage Design

Prepare drainage designs specific to Centerpoint Transmission ROW as follows:

1. Drainage and Storm Sewer Designs – prepare drainage areas, hydrologic computations, inlet calculations, storm sewer hydraulic computations, ditch computations and outfall designs for storm sewers or ditches. Size system to convey Atlas-14 runoff for design year event. Depict storm sewer geometry individual Storm Sewer P&P sheets in addition to SWPPP elements.

Signing, Pavement Marking, and Signals

Prepare designs as follows:

1. Signal Adjustments – Install VIVDS in place of exist loop detector system at Brightwater / Birchstone intersection, lay down new conduit and depict on the plans. Inclusion of pedestrian poles for Brightwater / Birchstone and Bluestone intersection. Electrical schedule and quantities modification.
2. Signing & Pavement Markings - Left-turn lane modifications, crosswalk and median modifications at Brightwater / Birchstone and Bluestone intersections

EXCLUSIONS

Additional services not listed within this agreement.

FEE SCHEDULE
CA No 3

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

FIRM SUMMARY		
Firm	Amount	Percent
BGE, Inc.	\$ 33,824.00	80.2%
EHRA	\$ 8,335.00	19.8%
Geotech Engineering and Testing	\$ -	
Halff Associates	\$ -	
Total	\$ 42,159.00	100.0%

SUMMARY BY PAYMENT BASIS					
	Firm				
	BGE, Inc. (Design)	EHRA (Survey / ROW)	Geotech Engineering and Testing (Geotechnical)	Halff Associates (SUE)	Total
LUMP SUM PAYMENT BASIS					
Preliminary Design (Survey)					\$ -
Preliminary Design (Engineering)	\$ 3,712.00				\$ 3,712.00
Final Design	\$ 26,528.00				\$ 26,528.00
Contract Administration	\$ 3,584.00				\$ 3,584.00
DIRECT EXPENSES	\$ -				\$ -
SUBTOTAL (LUMP SUM PAYMENT BASIS)	\$ 33,824.00	\$ -	\$ -	\$ -	\$ 33,824.00
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	\$ 33,824.00	\$ -	\$ -	\$ -	\$ 33,824.00

SUMMARY BY CONTRACT PHASE & DISCIPLINE					
	Firm				
	BGE, Inc. (Design)	EHRA (Survey / ROW)	Geotech Engineering and Testing (Geotechnical)	Halff Associates (SUE)	Total
PHASE 1 - PRELIMINARY ENGINEERING					
Geotechnical					
Geotechnical (Pvt / Storm Borings and Report)					\$ -
Geotechnical (Detention Outfall / Pond Borings and Report)					\$ -
Survey (Road, Outfall & Pond)		\$ 8,335.00			\$ 8,335.00
SUE					\$ -
Preliminary Engineering Report (PER)					\$ -
Drainage Impact Study					\$ -
Utility Coordination	\$ 3,712.00				\$ 3,712.00
SUBTOTAL (PRELIMINARY ENGINEERING)	\$ 3,712.00	\$ 8,335.00	\$ -	\$ -	\$ 12,047.00
PHASE 2 - FINAL DESIGN					
Final Design	\$ 26,528.00				\$ 26,528.00
ROW Mapping / Parcel Documents					\$ -
Contract Administration and Direct Expenses	\$ 3,584.00				\$ 3,584.00
SUBTOTAL (FINAL DESIGN)	\$ 30,112.00	\$ -	\$ -	\$ -	\$ 30,112.00
PHASE 3 - BID AND CONSTRUCTION PHASE SERVICES					\$ -
GRAND TOTAL	\$ 33,824.00	\$ 8,335.00	\$ -	\$ -	\$ 42,159.00

FEE SCHEDULE
(LUMP SUM PAYMENT BASIS)
CA No 3

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)												
Utility Coordination												
Coordination with Private Utilities Companies (Centerpoint)		8	8	8					24	\$ -		
										\$ 3,712.00		
HOURS SUB-TOTALS	0	8	8	8	0	0	0	0	24	\$ -		
SUBTOTAL	\$0.00	\$1,400.00	\$1,224.00	\$1,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,712.00	\$3,712.00		

SUBTOTAL PRELIMINARY DESIGN	0	8	8	8	0	0	0	0	24	0		
	\$0.00	\$1,400.00	\$1,224.00	\$1,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,712.00	\$3,712.00		

FINAL DESIGN (LUMP SUM PAYMENT BASIS)												
Traffic Signal Modification												
Temporary Signal Quantities			4		4				8	\$ 1,076.00		
Proposed Signal Quantities			4		4				8	\$ 1,076.00		
Temporary Signal Layout	2		20		15				37	\$ 5,280.00		
Temporary Signal Details			8		8				16	\$ 2,152.00		
Proposed Signal Layout	1		18		12				31	\$ 4,386.00		
Proposed Signal Details			8		4				12	\$ 1,688.00		
Striping/TCP Coordination			6						6	\$ 918.00		
QA/QC & Review	4		12		10				26	\$ 3,956.00		
Fort Bend County Coordination	4		4						8	\$ 1,572.00		
									0	\$ -		
									0	\$ -		
HOURS SUB-TOTALS	11	0	84	0	57	0	0	0	152			
SUBTOTAL	\$2,640.00	\$0.00	\$12,852.00	\$0.00	\$6,612.00	\$0.00	\$0.00	\$0.00	\$22,104.00	\$22,104.00		

Drainage Design												
Centerpoint Easement Drainage Design												
Storm Sewer P&Ps (11x17, Scale: 1"=40')		4		6	6				16	\$ 2,212.00		
Storm Sewer Lateral Details		4		6	6				16	\$ 2,212.00		
HOURS SUB-TOTALS	0	8	0	12	12	0	0	0	32			
SUBTOTAL	\$0.00	\$1,400.00	\$0.00	\$1,632.00	\$1,392.00	\$0.00	\$0.00	\$0.00	\$4,424.00	\$4,424.00		

CONTRACT ADMINISTRATION (LUMP SUM PAYMENT BASIS)												
Manage Contract	4	8	8						20	\$ 3,584.00		
HOURS SUB-TOTALS	4	8	8	0	0	0	0	0	20			
SUBTOTAL	\$960.00	\$1,400.00	\$1,224.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,584.00	\$3,584.00		

TOTAL HOURS	15	24	100	20	69	0	0	0	228			
CONTRACT RATE PER HOUR	\$ 240.00	\$ 175.00	\$ 153.00	\$ 136.00	\$ 116.00	\$ 109.00	\$ 85.00	\$ 78.00				
SUBTOTAL LABOR EXPENSES	\$ 3,600.00	\$ 4,200.00	\$ 15,300.00	\$ 2,720.00	\$ 8,004.00	\$ -	\$ -	\$ -	\$33,824.00			
DIRECT EXPENSES	QUANTITY	UNIT	RATE						TOTAL			
SUBTOTAL DIRECT EXPENSES									\$ -			
TOTAL									\$33,824.00			

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.**

BGE, Inc.
Houston, TX United States

Certificate Number:
2023-1042383

Date Filed:
07/06/2023

Date Acknowledged:
07/25/2023

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)