

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

THIS AMENDMENT ("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 Taylor Construction Management, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WHEREAS, the parties previously executed and accepted that certain Agreement for Construction Inspection Services on April 7, 2020, for the Fort Bend County Mobility Bond Program (the "Agreement"), and incorporated fully by reference for all purposes; and

WHEREAS, by execution of this Amendment, the parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of the additional services; and to extend the Time of Performance; and

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree as follows:

1. County shall pay Contractor an additional Four Hundred Forty-Six Thousand, Five Hundred Seventy-One dollars and 60/100 (\$446,571.60) to perform the additional Services as described in Contractor's Proposal, dated May 15, 2023, 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 Nine Hundred Sixty Thousand, Twenty-Seven dollars and 60/100 (\$960,027.60), authorized as follows:
 \$513,456.00 under the Agreement; and
 \$446,571.60 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 an agreement executed by the parties.
4. The parties hereby agree to extend the Time of Performance under the Agreement to end no later than December 31, 2026.
5. 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.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

TAYLOR CONSTRUCTION MANAGEMENT, LLC



Authorized Agent Signature

July 25, 2023
Date



ATTEST:




Laura Richard, County Clerk

Troi Taylor
Authorized Agent – Printed Name

President
Title

07/06/23
Date


APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 960,027.60 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Contractor's Proposal, dated May 15, 2023

EXHIBIT A



May 15, 2023

Attn: Mr. Sean Eglinton, P.E.
Assistant County Engineer
Fort Bend County Engineers
301 Jackson St., Suite 401
Richmond, TX 77469

Re: Proposal for Construction Inspection Services

Dear Mr. Eglinton:

Thank you for the privilege to submit a proposal for the subject-titled project.

The Proposal includes two exhibits:

- **SCHEDULE A - Scope of Services**: Services that TCM will provide to Fort Bend
- **SCHEDULE B – Fees**: Fees to perform the Scope of Services listed in Exhibit A.

A copy is also enclosed for your convenience and file. We look forward to working with you on this engagement.

Very Truly Yours,

Taylor Construction Management, LLC

By: 
Name: Troi Taylor
Title: President
Date:

Scope of Services

Position: Construction Inspector

Job Description:

Construction Inspector will be responsible for daily on-site inspection of one or more transportation infrastructure projects to verify the contractor's conformance to the project documents. The inspector will report directly to the Field Engineer and/or Construction Manager assigned to the project.

Understanding of civil/roadway construction practices and procedures, coordination with private utilities, HOA's, businesses, property owners, and Fort Bend Staff/Consultants will be required throughout the projects.

Schedule:

24 Month Duration

Compensation:

Labor:

1. Maximum Raw Rate:
 - Inspector II (minimum 6 years' experience) \$30.50/hour
 - Inspector III (minimum 10 years' experience) \$35.00/hour
2. Raw Rate Mark-up: 2.45 Expenses:
 1. Vehicle: \$1,000 per month
 2. Cell Phone w/data plan: \$100 per month
 3. Computer w/Field Access to the Internet: \$100 per month

(100% of the expense reimbursement goes to the inspector unless a company vehicle, cell phone, and computer is utilized.)

Responsibilities:

- Provide inspection of construction work to ensure compliance with the contract documents, plans, specifications and standards
- Complete daily reports of contractor's progress in accordance with the project requirements
- Measure quantities installed by the contractor and record in a daily report
- Photograph contractor's progress and attach to the daily report
- Monitor quality control and quality assurance material field testing for concrete, steel, asphalt and soils as needed
- Monitor contractor's work for safety violations and report to contractor and supervisor
- Attend meetings that facilitate open communication and problem resolution between the contractor, client and stakeholders
- Complete final inspections to ensure contract completion
- Perform other duties as assigned

Minimum Qualifications:

Graduation from high school and a minimum of (6) years' experience in inspection of civil/roadway construction projects

- Working knowledge of applicable standards, specifications and materials
- Working knowledge of computers to complete reports
- Effective oral and written communication skills
- Ability to squat, bend, and stand outdoors for hours at a time

Preferred Qualifications:

- Experience working on Fort Bend, Harris County, TxDOT, HCTRA, City of Houston or similar municipal transportation construction projects
- Working knowledge of electronic construction management systems including SiteManager, CAPTRAC or CIPMS



FEE SCHEDULE

CONSTRUCTION SITE INSPECTION POSITION FEE CALCULATOR
Taylor Construction Management

| | Position | Raw Salary Rates Minimum (Annual/2080) | Billing Rates Minimum (Annual/2080) | Average Monthly Work Hours (173) | Project Duration | Total Labor Costs |
|---|--------------------------------------|--|---|--|------------------|-------------------|
| | | | TCM Multiplier | | 24 months | |
| | | | 2.45 | | | |
| 1 | Construction Site Inspector III | \$35.00 | \$85.75 | 173 | 24 | \$356,034.00 |
| | Construction Site Inspector III (OT) | \$52.50 | \$128.62 | 20 | 24 | \$61,737.60 |
| | Construction Site Inspector II | \$30.50 | \$74.73 | 0 | 24 | \$0.00 |
| | Construction Site Inspector II (OT) | \$45.75 | \$112.08 | 0 | 24 | \$0.00 |
| | Total | | | | | \$417,771.60 |

Note: Monthly Work Hours will fluctuate based on actuals per month. The breakdown above is an estimate based on previous experience with Fort Bend County.

**: Toll Charges will be based on actual receipts.

Expenses

| Classification | Monthly Rate | Total Months | Total |
|---|--------------|--------------|--------------|
| Vehicle Allowance | \$ 1,000.00 | 24 | \$ 24,000.00 |
| Cell Phone Allowance | \$ 100.00 | 24 | \$ 2,400.00 |
| Computer w/Field Access to the Internet | \$ 100.00 | 24 | \$ 2,400.00 |
| Toll Charges (at cost with receipts) | | | \$ 28,800.00 |

(100% of the expense reimbursement for each item goes to the inspector unless a company vehicle, cell phone, and computer is utilized.)

| | |
|----------------------------------|---------------------|
| Total Estimated Labor & Expenses | \$446,571.60 |
|----------------------------------|---------------------|

Name: _____

Signature: _____ Date: _____

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.

Taylor Construction Management, LLC
Houston, TX United States

Certificate Number:
2023-1042907

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.

FBPTR-SH6
Construction Inspection

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Taylor, Kelley | Houston, TX United States | X | |
| | Taylor, Troi | Houston, TX United States | X | |
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5 Check only if there is NO Interested Party.

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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)