STATE OF TEXAS §

COUNTY OF FORT BEND §

## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Neel-Schaffer, Inc. – SOQ 14-025)

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Neel-Schaffer, 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 on August 24, 2021 (the "Agreement") for Professional Engineering Services for improvements to McKaskle Road under 2020 Mobility Bond Project No. 20408 pursuant to SOQ 14-025; and

WHEREAS, by execution of this First 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 such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

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

- 1. **Scope of Services**. County shall pay Contractor an additional Thirty Seven Thousand Four Hundred Sixty and 00/100 Dollars (\$37,460.00) for additional services pertaining to the Drainage Impact Study as described in Contractor's Quote (the "Services") attached hereto as Exhibit "A-1" 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 Seven Hundred Forty Thousand Seven Hundred Seventy Nine and 00/100 Dollars (\$740,779.00) authorized as follows:

\$703,319.00 under the Agreement \$37,460.00 under this First 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 Seven Hundred Forty Thousand Seven Hundred Seventy Nine and 00/100 Dollars (\$740,779.00)

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 Seven Hundred Forty Thousand Seven Hundred Seventy Nine and 00/100 Dollars (\$740,779.00).

- 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 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 First Amendment shall prevail with regard to the conflict.

**{EXECUTION PAGE FOLLOWS}** 

FORT BEND COUNTY, TEXAS	NEEL-SCHAFFER, INC.		
	Jeffer		
KP George, County Judge	Authorized Agent – Signature		
	Jerry Trumps		
Date	Authorized Agent- Printed Name		
	Executive Vice President		
ATTEST:	Title		
	March 29, 2023		
,	Date		
Laura Richard, County Clerk			
APPROVED: ( A Mil-			
J. Stacy Slawinski, P.E., County Engineer			
AUDITOR	R'S CERTIFICATE		
Addition	13 CERTIFICATE		
I hereby certify that funds are avail		to	
accomplish and pay the obligation of Fort Be	nd County, Texas under this Agreement.		
	Robert E. Sturdivant,		
	County Auditor		

## **EXHIBIT A-1**



October 4, 2022

Fort Bend County Robert McBride, P.E. **Engineering Division** 2929 Briarpark Drive, Suite 600 Houston, TX 77042

## Project:

Professional Engineering Services for the improvements to McKaskle Road under 2020 Mobility Bond Program No. 20408 pursuant to SOQ 14-025, Located in Fort Bend County, P.O. No. 203699

Mr. McBride,

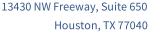
Enclosed is our request for contract amendment in the amount of \$37,460.00.

The reason for this request is the high tailwater in the channel caused significant difficulties in designing a storm sewer/detention pond mitigation system that did not cause increases in the existing flooding along the project corridor as the water levels in the channel were higher than the natural ground along the existing roadway causing widespread flooding during the 100-year event. This was unforeseen as the channel is unstudied and no information was available from the MUD during the scoping phase on the water levels within the channel with the Atlas 14 rainfall.

ENGINEERING SERVICES:	Budgeted	Proposal	Revised
(1) Preliminary Engineering Design			
Drainage Impact Study	\$ 83,260.00	\$ 37,460.00	\$ 120,720.00
Utility Coordination	\$ 8,970.00	\$ -	\$ 8,970.00
Technical Memorandum & Attachments	\$ 61,820.00	\$ -	\$ 61,820.00
Preliminary Design Plans	\$ 36,220.00	\$ -	\$ 36,220.00
(2) Final Design	\$ 235,150.00	\$ -	\$ 235,150.00
(3) Contract Administration	\$ 31,260.00	\$ -	\$ 31,260.00
(4) Survey	\$ 83,570.00	\$ -	\$ 83,570.00
(5) Geotechnical	\$ 20,600.00	\$ -	\$ 20,600.00
(6) Traffic Signal Design	\$ 40,854.00	\$ -	\$ 40,854.00
(7) Bid Phase	\$ 5,580.00	\$ -	\$ 5,580.00
(8) Construction Phase Services	\$ 35,180.00	\$ -	\$ 35,180.00
ADDITIONAL SERVICES			
(9) Detention Pond Design	\$ 60,855.00	\$	\$ 60,855.00
Total Engineering Services	\$ 703,319.00	\$ 37,460.00	\$ 740,779.00







P: 713.783.7117 | F: 713.783.5431

Sincerely yours,

Amber McCullough, P.E. Senior Project Manager

Enclosures

cc: Manwar Hossain, P.E., CFM, Senior Engineering Manager, Houston Office

## FEE SCHEDULE (EXHIBIT C) (LUMP SUM AND TIME & MATERIALS PAYMENT BASIS)

Fort Bend County 2020 Mobility Bond Program McKaskle Road Improvements McKaskle Rd from Old Richmond Rd to SH 6) Project No. 20408

PRIME PROVIDER: Neel-Schaffer, Inc.

TASK DESCRIPTION	PROJECT	DESIGN	ENGINEER	TOTAL	COST PER
	ENGINEER	ENGINEER	IN	HRS.	TASK
			TRAINING	& COSTS	
CONTRACT RATE PER HOUR	\$ 170.00	\$ 150.00	\$ 130.00		
PREL	IMINARY DESIGN (LUM	IP SUM PAYMENT BA	ASIS)		-
Preliminary Engineering Report (PER)					
Impact Analysis			40	40	\$ 5,200.00
Mitigation Analysis	41	48	46	135	\$ 20,150.00
Drainage Report	23	20	40	83	\$ 12,110.00
SUBTOTAL PRELIMINARY DESIGN	64	68	126	258	258
	\$10,880.00	\$10,200.00	\$16,380.00	\$37,460.00	\$ 37,460.00
TOTAL HOURS FOR BASIC SERVICES	64	68	126	258	
CONTRACT RATE PER HOUR	\$ 170.00	\$ 150.00	\$ 130.00		İ
SUBTOTAL LABOR EXPENSES	\$ 10,880.00	10,200.00	\$ 16,380.00	\$37,460.00	
SUBTOTAL SUBCONSULTANT				\$0.00	
TOTAL BASIC SERVICES				\$37,460.00	1