

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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

NEEL-SCHAFFER, INC.



Authorized Agent – Signature

Jerry Trumps
Authorized Agent- Printed Name

Executive Vice President
Title

March 29, 2023
Date

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant,
County Auditor

i:\agreements\2023 agreements\engineering\neel-schaffer (21-eng-101011-a1)\1st amendment to agmt - neel-schaffer.docx - JLF

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

13430 NW Freeway, Suite 650

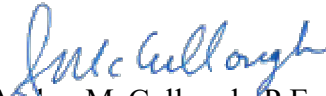
Houston, TX 77040

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



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 ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	TOTAL HRS. & COSTS	COST PER TASK
CONTRACT RATE PER HOUR	\$ 170.00	\$ 150.00	\$ 130.00		
PRELIMINARY DESIGN (LUMP SUM PAYMENT BASIS)					
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		
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	