

[illegible]

FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

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 Sowell's Consulting Engineers, LLC, (*fka* Sowell's Construction Management & Inspection, LLC) ("SOWELLS "), a Texas limited liability company. County and SOWELLS are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on February 11, 2020 (the “Agreement”) for Construction Inspection Services for certain Mobility Bond Projects; and

WHEREAS, on or about June 17, 2017, SOWELLS changed its name with the Texas Secretary of State from Sowells Construction Management & Inspection, LLC to Sowells Consulting Engineers, LLC ; and

WHEREAS, by execution of this First Amendment, the Parties further desire to amend the Agreement to provide for additional services by SOWELLS, to increase the total Maximum Compensation for the completion of such services, to increase the time for performance, 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. **Name Change.** All references to Sowell's Construction Management & Inspection, LLC and Sowell's Construction in the Agreement shall be replaced with Sowell's Consulting Engineers, LLC.
2. **Scope of Services.** County shall pay SOWELLS an additional Four Hundred Forty Six Thousand Five Hundred Seventy One and 60/100 Dollars (\$446,571.60) for the performance and completion of additional services as described in SOWELLS's Proposal dated May 11, 2023 (the "Services") attached hereto as Exhibit "A-1" and incorporated by reference for all intents and purposes.
3. **Time of Performance.** Time for performance of the Scope of Services under the Agreement and as provided in Exhibit "A-1" attached hereto shall be extended to December 31, 2026. SOWELLS shall complete the tasks described in the Scope of Services herein within this time or within such additional time as may be extended by County.

4. **Limit of Appropriation.** SOWELLS understands and agrees that the Maximum Compensation payable to SOWELLS for Services rendered under this Agreement is hereby increased to an amount not to exceed Nine Hundred Sixty Thousand Twenty Seven and 60/100 (\$960,027.60) authorized as follows:

\$513,456.00 under the Agreement
\$446,571.60 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. SOWELLS 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 Sixty Thousand Twenty Seven and 60/100 (\$960,027.60) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

SOWELLS does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that SOWELLS may become entitled to and the total maximum sum that County may become liable to pay to SOWELLS under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Nine Hundred Sixty Thousand Twenty Seven and 60/100 (\$960,027.60).

5. **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, SOWELLS hereby verifies that SOWELLS 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, SOWELLS 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, SOWELLS 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, SOWELLS 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.
6. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
7. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, SOWELLS 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.
8. **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}

i:\agreements\2023 agreements\engineering\sowells const mgmt (20-eng-100476-a1)\1st amendment to agmt - sowells construction.docx - JLF

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

SOWELLS CONSULTING ENGINEERS, LLC



Authorized Agent – Signature

Jerry Sowells

Authorized Agent- Printed Name

President

Title

8/8/2023

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

EXHIBIT A-1

(May 11, 2023 Proposal Follows Behind)



13430 NW. Fwy Ste. 200
Houston, TX 77040
832-924-2641
jsowells@sowells-engr.com
www.sowells-engr.com

May 11, 2023

Fort Bend County
301 Jackson St
Richmond, TX 77469

Attention: Stacy Slawinsky, P.E., County Engineer

Subject: Proposal – Amend existing contract for Construction Inspection Services for Fort Bend County

Dear Mr. Slawinsky,

Sowells Consulting Engineers (SCE) is pleased to submit this **Proposal** to Fort Bend County ("Client") to amend our existing contract to provide Construction Inspection services for Fort Bend County Mobility Bond Program projects. The scope of services outlined below has been prepared based on our discussions.

SCOPE OF SERVICES

Construction Inspection Services

Perform professional construction inspection services for each Project. Such services shall consist of the close, technical, on-site examination of the materials, structures, equipment and workmanship and methods used by the construction contractor to ensure that the Project is constructed in compliance with the Construction Documents and according to good construction practices. Such services shall include but not be limited to, the following:

- 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

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.

COMPENSATION

For Services rendered as outlined above, SCE shall be paid based on time and material for the Basic Services. Billings and payments shall be based on submitted time sheets and expense reports. The following are the new billing rates and increased fee proposed for this project:

Labor

Classification	Raw Rate	Multiplier	Billing Rate	Monthly Hrs. (Estimated)	Total Months	Total
Inspector II	\$30.50	2.45	\$ 74.72		24	\$ 0.00
Inspector II (OT)	\$45.75	2.45	\$112.09		24	\$ 0.00
Inspector III	\$35.00	2.45	\$ 85.75	173	24	\$356,034.00
Inspector III (OT)	\$52.50	2.45	\$128.62	20	24	\$ 61,737.60
Labor Total						\$417,771.60

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

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

Expense
Total \$ 28,800.00

Total Estimated Labor & Expenses	\$446,571.60
Original Contract Amount	\$513,456.00
Total Revised Contract Amount	<u>\$960,027.60</u>

Stacy Slawinsky, P.E.
Fort Bend County
May 11, 2023
Page 3 of 3



Thank you for allowing us to submit this proposal, and we look forward to working with you on this and other projects.

Respectfully,

SCE

A handwritten signature in blue ink, which appears to read "Jerry D. Sowell", is positioned below the "SCE" text.

Jerry D. Sowell, CCM
President