

STATE OF TEXAS

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## **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**(Neel-Schaffer, Inc. - Mobility Bond Project No. 20315x)**

THIS SECOND AMENDMENT to Agreement for Professional Engineering Services ("Second 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 Texas corporation. 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 June 8, 2021, and which was last amended on December 6, 2022 (the “Agreement”) for the Traffic Signal I, Mobility Bond Project No. 20315x, incorporated by reference as if set forth verbatim herein, pursuant to SOQ 14-025; and

WHEREAS, by execution of this Second 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. County shall pay Contractor an additional Seventeen Thousand Eighty and 00/100 Dollars (\$17,080.00) for extra work to maintain extra clearance for signal pole and adjusting cabinets as further described in Contractor's Fee Proposal dated August 4, 2023, attached as Exhibit "A-1" hereto and incorporated by reference for all intents and purposes (the "Services").
2. **Limit of Appropriation.** Contractor understands and agrees that the total Maximum Compensation payable to Contractor for Services rendered under the Agreement, as amended, is hereby increased to an amount not to exceed One Hundred Nineteen Thousand Three Hundred Seventy and 00/100 Dollars (\$119,370.00) authorized as follows:

\$91,760.00	under the Agreement
\$10,530.00	Under the First Amendment
\$17,080.00	under this Second Amendment
<b>Total</b>	<b>\$119,370.00</b>

In no event shall the amount paid by County under this Agreement exceed the total 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 Hundred Nineteen Thousand Three Hundred Seventy and 00/100 Dollars (\$119,370.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Nineteen Thousand Three Hundred Seventy and 00/100 Dollars (\$119,370.00).

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, 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 Second Amendment shall prevail with regard to the conflict.

**{Remainder of page intentionally left blank}**

**{Execution page to follow}**

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Second Amendment to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY, TEXAS**

**NEEL-SCHAFFER, INC.**

\_\_\_\_\_  
KP George, County Judge

Steven Gonzales  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven Gonzales  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
October 24, 2023  
Date

APPROVED:



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

**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 Ed Sturdivant, County Auditor

Exhibit A-1: Neel-Schaffer, Inc. Fee Proposal dated August 4, 2023

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# EXHIBIT A-1

Neel-Schaffer, Inc. Fee Proposal dated August 4, 2023

August 4, 2023

SPI

Attn: Joseph Schwieterman, P.E.  
11767 Katy Fwy # 900  
Houston, TX 77079

**Project:**

**Professional Engineering Services for Traffic Signal Design for Cinco Ranch Blvd at Cinco Terrace Dr and Cinco Ranch Blvd at Falcon Landing Blvd  
2020 Mobility Bond Program**

Mr. Schwieterman,

Enclosed is a fee proposal for the above referenced project for extra work to maintain extra clearance for signal pole and adjusting cabinets. Extra work also includes creating separate bid ready plan sets for each intersection. Bid phase services will also be expected because of the change, which is reflected in the fee proposal as well.

<b>ENGINEERING SERVICES:</b>	<b>Proposal Amount</b>	<b>Budgeted Amount</b>	<b>Revised Amount</b>
(1) Survey	\$ -	\$ 51,320.00	\$ 51,320.00
(2) Design	\$ 9,100.00	\$ 42,990.00	\$ 52,090.00
(3) Bid / Construction Phases	\$ 7,980.00	\$ 7,980.00	\$ 15,960.00
<b>Total Engineering Services</b>	<b>\$ 17,080.00</b>	<b>\$ 102,290.00</b>	<b>\$ 119,370.00</b>

We are looking forward to continued work with you on this project. Should you have any questions or if I may be of further service to you in any way, please don't hesitate to call me at 225-614-2826 (direct).

Sincerely,  
NEEL-SCHAFFER, INC.



Chance Shuckrow, P.E.  
Project Manager

Enclosures

cc: Steve Gonzales, P.E., Vice President, Houston Office Manager

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

Fort Bend County 2020 Mobility Bond Program  
Traffic Signal Design Services  
Cinco Ranch Blvd at Cinco Terrace Drive and Falcon Landing Blvd

PRIME PROVIDER: Neel-Schaffer, Inc.

TASK DESCRIPTION	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	\$ 195.00	\$ 165.00	\$ 145.00	\$ 135.00	\$ 110.00	\$ 102.40	\$ 80.00	\$ 73.60				

DESIGN (LUMP SUM PAYMENT BASIS)												
Design												
Signal Design - Extra Work												
Plan Preparation				8	16				24	\$ 2,840.00		
Pole Location/Pole Location Table					4				4	\$ 440.00		
Rerouting Conduit/Labeling Runs					12				12	\$ 1,320.00		
Rerouting Wiring/Wiring Calculations					12				12	\$ 1,320.00		
Update Quantities					12				12	\$ 1,320.00		
QA/QC	4			8					12	\$ 1,860.00		
HOURS SUB-TOTALS	4	0	0	16	56	0	0	0	76			
SUBTOTAL	\$ 780.00	\$ -	\$ -	\$ 2,160.00	\$ 6,160.00	\$ -	\$ -	\$ -	\$ 9,100.00	\$ 9,100.00		
SUBTOTAL FINAL DESIGN	4	0	0	16	56	0	0	0	76			
	\$780.00	\$0.00	\$0.00	\$2,160.00	\$6,160.00	\$0.00	\$0.00	\$0.00	\$9,100.00	\$ 9,100.00		

BID AND CONSTRUCTION PHASE SERVICES (TIME AND MATERIALS PAYMENT BASIS)												
Bid Phase												
Coordination (Pre-Bid Meeting)			4		4				8	\$ 1,020.00		
HOURS SUB-TOTALS	0	0	4	0	4	0	0	0	8			
SUBTOTAL	\$ -	\$ -	\$ 580.00	\$ -	\$ 440.00	\$ -	\$ -	\$ -	\$ 1,020.00	\$ 1,020.00		

Construction Phase												
Coordination (Pre-Construction Meeting, Material Submittal Reviews, and RFI Responses)		16		32					48	\$ 6,960.00		
HOURS SUB-TOTALS	0	16	0	32	0	0	0	0	48			
SUBTOTAL	\$ -	\$ 2,640.00	\$ -	\$ 4,320.00	\$ -	\$ -	\$ -	\$ -	\$ 6,960.00	\$ 6,960.00		
SUBTOTAL BID AND CONSTRUCTION PHASE SERVICES	0	16	4	32	4	0	0	0	56			
	\$0.00	\$2,640.00	\$580.00	\$4,320.00	\$440.00	\$0.00	\$0.00	\$0.00	\$7,980.00	\$ 7,980.00		

TOTAL HOURS	4	16	4	48	60	0	0	0	132			
CONTRACT RATE PER HOUR	\$ 195.00	\$ 165.00	\$ 145.00	\$ 135.00	\$ 110.00	\$ 102.40	\$ 80.00	\$ 73.60				
SUBTOTAL LABOR EXPENSES	\$ 780.00	\$ 2,640.00	\$ 580.00	\$ 6,480.00	\$ 6,600.00	\$ -	\$ -	\$ -	\$17,080.00			