

\$703,319.00 under the Agreement; and
\$37,460.00 under the First Amendment; and
\$83,640.00 under this Second Amendment.

In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$824,419.00 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, as amended, 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 \$824,419.00.

4. **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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS SECOND AMENDMENT, 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.
7. **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 Second Amendment shall prevail with regard to the conflict.
8. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Second Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

NEEL-SCHAFFER, INC.

KP George, County Judge

Dishita Young
Authorized Agent – Signature

Date

Dishita Young
Authorized Agent- Printed Name

ATTEST:

VP ÷ Engineer Manager
Title

Laura Richard, County Clerk

9/16/25
Date

APPROVED:

J. Stacy Slawinski
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 the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A-2

(Follows Behind)



August 13, 2025

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 \$83,640.00.

The reason for this request is due to the adjacent developer constructing a parking lot in the same location as the previously proposed detention pond. This change in site design will result in additional remodeling and redesigning the previously submitted 60% detention pond and storm sewer. This was unforeseen during the scoping phase of the project. Sidewalk on the north side of McKaskle Road has also been requested to be added to the project design, which was not part of the scoping phase of the project.

ENGINEERING SERVICES:	Budgeted	Proposal	Revised
(1) Preliminary Engineering Design			
Drainage Impact Study	\$ 120,720.00	\$ 47,220.00	\$ 167,940.00
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	\$ 25,800.00	\$ 260,950.00
(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
(9) Detention Pond Design	\$ 60,855.00	\$ 10,620.00	\$ 71,475.00
Total Engineering Services	\$ 740,779.00	\$ 83,640.00	\$ 824,419.00

landscape architects | environmental scientists | surveyors | planners | engineers

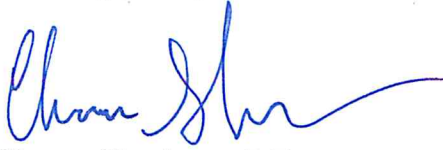
P: 713.783.7117 | F: 713.783.5431

13430 NW Freeway, Suite 650
Houston, TX 77040

www.neel-schaffer.com



Sincerely yours,



Chance Shuckrow, P.E.
Project Manager

Enclosures

cc: Robert Walker, P.E., COO



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 MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR CADD	CADD OPERATOR	ADMIN/ CLERICAL	SUB CONSULTANT	TOTAL HRS. & COSTS	COST PER TASK
CONTRACT RATE PER HOUR	\$ 210.00	\$ 185.00	\$ 170.00	\$ 150.00	\$ 130.00	\$ 120.00	\$ 100.00	\$ 80.00			

PRELIMINARY DESIGN (LUMP SUM PAYMENT BASIS)											
Preliminary Engineering Report (PER)											
Coordination w/ Developer	2		8		12					22	\$3,340.00
Impact Analysis	4		24		80					108	\$15,320.00
Outfall Analysis			8		12					20	\$2,920.00
Mitigation Modeling & Analysis	8		60		32					100	\$16,040.00
Tech Memo to Drainage Report	8		16		40					64	\$9,600.00
SUBTOTAL PRELIMINARY DESIGN	22	0	116	0	176	0	0	0		314	
	\$4,620.00	\$0.00	\$19,720.00	\$0.00	\$22,880.00	\$0.00	\$0.00	\$0.00		\$47,220.00	\$47,220.00

FINAL DESIGN (LUMP SUM PAYMENT BASIS)											
Final Design											
Final Design Plans	20		40	32	40	40				172	\$25,800.00
SUBTOTAL FINAL DESIGN	20	0	40	32	40	40	0	0		172	
	\$4,200.00	\$0.00	\$6,800.00	\$4,800.00	\$5,200.00	\$4,800.00	\$0.00	\$0.00		\$25,800.00	\$25,800.00

DETENTION POND DESIGN (LUMP SUM PAYMENT BASIS)											
Detention Pond Design											
Detention Pond & Details			6	14	30	30				80	\$10,620.00
SUBTOTAL DETENTION POND DESIGN	0	0	6	14	30	30	0	0		80	
	\$0.00	\$0.00	\$1,020.00	\$2,100.00	\$3,900.00	\$3,600.00	\$0.00	\$0.00		\$10,620.00	\$10,620.00

TOTAL HOURS FOR BASIC SERVICES	42	0	162	46	246	70	0	0		566	
CONTRACT RATE PER HOUR	\$ 210.00	\$ 185.00	\$ 170.00	\$ 150.00	\$ 130.00	\$ 120.00	\$ 100.00	\$ 80.00			
SUBTOTAL LABOR EXPENSES	\$8,820.00	\$0.00	\$27,540.00	\$6,900.00	\$31,980.00	\$8,400.00	\$0.00	\$0.00		\$83,640.00	
SUBTOTAL SUBCONSULTANT										\$0.00	
TOTAL BASIC SERVICES										\$83,640.00	