

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

(H-GAC2023 TIP Call for Projects – Project No. 20009X)

THIS “First Amendment to Agreement for Professional Engineering Services” (“Amendment”) is entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the State of Texas, and AIG TECHNICAL SERVICES LLC (“Engineer”), a company authorized to conduct business in the State of Texas. County and Engineer 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 8/22/2023 (the “Agreement”) for H-GAC2023 TIP Call for Projects under Project No. 20009X pursuant to SOQ 14-025; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement with respect to one or more matters, which may include extending the time for performance, providing for additional services by Engineer, or increasing the total Maximum Compensation, and further desire to ratify and confirm all the terms and conditions 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Definitions.**
  - (a) “Engineer” means AIG TECHNICAL SERVICES LLC, whether appearing in the Agreement or in any prior amendments and regardless of the name previously used to identify Engineer.
  - (b) “Agreement” means the Agreement together with all prior amendments which shall be deemed incorporated herein for all purposes.
3. **Amendments.**
  - (a) **Time for Performance:** The Time for Performance for the Services provided by Engineer under the Agreement is hereby amended and extended to December 31, 2032. Engineer shall complete the Services within the

applicable time period or within such additional time as may be extended in writing by County.

- (b) **Scope of Services.** The Scope of Services under the Agreement is hereby amended to include the additional services provided in “**Exhibit A**”, attached hereto and incorporated herein by reference. Engineer shall perform all additional services set forth in the attached exhibit in accordance with the standards, requirements, and conditions of the Agreement. Except as expressly modified by this Amendment, all terms and obligations relating to the Scope of Services under the Agreement shall remain in full force and effect.
  
- (c) **Maximum Compensation.** The Parties hereby amend the Agreement to increase the Maximum Compensation, if applicable, to account for any extension of time for performance and/or additional services authorized under this Amendment. County shall pay Engineer an additional Fifty Thousand and 00/100 Dollars (\$50,000.00). The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased to an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00) authorized as follows:

\$150,000.00	under the Agreement
\$50,000.00	under the First Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 Two Hundred Thousand and 00/100 Dollars (\$200,000.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, AS AMENDED, ENGINEER 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 by this Amendment, 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 Amendment shall prevail with regard to the conflict.
  
7. **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 Agreement 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**

**AIG TECHNICAL SERVICES LLC**

\_\_\_\_\_  
Daniel Wong, Interim County Judge

\_\_\_\_\_  
Authorized Agent – Signature



\_\_\_\_\_  
Gabriel Y. Johnson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
4/20/26

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

\_\_\_\_\_  
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 the Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

# **EXHIBIT A**

(Follows Behind)



April 6, 2026

Mr. Stacy Slawinski, P.E.  
Fort Bend County Engineer  
301 Jackson St., 4<sup>th</sup> Floor  
Richmond, TX 77469

**RE:** Proposal for Professional Engineering Services  
Additional Services in Support of Fort Bend County for the H-GAC Call for Projects

Dear Mr. Slawinski:

AIG Technical Services, LLC (AIG Tech), is pleased to submit our proposal for additional services in support Fort Bend County for the H-GAC Call for Projects. This proposal is based upon our project understanding and the terms and conditions of the Fort Bend County Standard Professional Services Agreement.

### **PROJECT UNDERSTANDING**

Fort Bend County (FBC) intends to submit applications for transportation project funding as part of the Houston-Galveston Area Council's (H-GAC) Call for Projects. H-GAC seeks to commit federal and state funds allocated to the region to implement various projects over the next 5-10 years.

AIG Technical Services (AIG Tech) previously assisted FBC in the 2023 Call for Projects in preparing and submitting federal funding applications for approximately 17 projects in the FBC project portfolio. The purpose of this additional services agreement is to continue those services for successful candidate projects being advanced in the funding process.

### **SCOPE OF SERVICES:**

AIG Tech project activities will include project management, analysis, and application preparation and submission.

#### **1 Active Transportation Projects Application**

This task includes project management (meeting attendance, QA/QC, and preparation of progress reports and invoices), and application preparation.

##### **1.1 Project Coordination**

AIG Tech will coordinate as necessary with FBC, H-GAC, TxDOT and other agencies to obtain relevant project information and application input.



## **1.2 Quality Assurance and Quality Control**

AIG Tech shall perform quality assurance and quality control (QA/QC) reviews for each project application and supporting data.

## **1.3 Progress Reports and Invoicing**

AIG Tech shall submit a written monthly progress report summarizing work accomplished during the month and the anticipated work to be accomplished for the coming month. AIG Tech shall also prepare monthly invoices in accordance with FBC invoice procedures.

## **1.4 Data Collection**

AIG Tech shall collect readily available data as required for project applications. No field data collection is anticipated. Data could include available GIS files, crash data, available historic traffic counts, projected traffic volumes, as-built plans, BRINSAP data, and DCIS data. Relevant studies, reports, plans, drawings, and other such documents with pertinent background data will also be used in the performance of this work.

## **1.5 Project Maps**

AIG Tech shall prepare GIS maps for each project application.

## **1.6 Project Application**

AIG Tech shall assist in the review of project information to determine the feasibility and reasonableness of the projects in terms of construction, operation, and satisfying project needs and goals. The Engineer shall reference as needed the latest versions of the Fort Bend County Engineering Design Manual, TxDOT Roadway Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, Highway Capacity Manual, TxDOT ROW and Survey Manuals, and other associated Federal, State and Fort Bend County manuals, as applicable to ensure compliance with standards.

AIG Tech shall research, synthesize, and complete project applications for both the narrative and quantitative sections of the project application. This may include project narrative (purpose and need), proposed improvements (facility/limits/description), and the project development/readiness per application requirements.

H-GAC has opened the 2025 Transportation Alternatives Set-Aside (TASA) Call for Projects – Category 9 – for active transportation projects within the 8-county H-GAC MPO planning area. The Active Transportation investment category covers on- and off-road bicycle and pedestrian projects that facilitate essential trip-taking, including universal accessibility projects for transit.

AIG Tech will submit the Austin St Sidewalks project under this category, building on the previous submissions across five other investment categories. AIG Tech will prepare the responses for the Evaluation Criteria questionnaire.

The submission process comprises several key stages including sponsors first submitting a Statement of Project Interest (done previously), completion of the online questionnaire for project details, H-GAC staff screening and scoring of submissions, preparation by sponsors of benefit-cost and project readiness information, and finally development by H-GAC of a final ranked list for TAC and TPC approval prior to programming approved projects into the TIP and RTP.

AIG Tech will upload project applications directly into the H-GAC application portal utilizing the login credentials and accounts set up by H-GAC.

## **2 Additional Project Applications**

AIG Tech shall provide "as-needed" professional services to support FBC in the pursuit of additional state and federal funding opportunities that may arise outside of the current TASA cycle. This includes monitoring and preparing applications for various other funding categories as they are announced by H-GAC. For each identified project, AIG Tech will perform the necessary data synthesis, narrative development, and quantitative analysis required by the specific program's scoring rubric.

Following the initial submission of applications, AIG Tech shall assist FBC in responding to requests for information from H-GAC staff, including refining benefit-cost analysis models, updating project readiness documentation, and preparing presentation materials or briefing memos for FBC prior to H-GAC TIP subcommittee or TAC meetings.

### **Deliverables**

- Minutes for meetings with FBC
- Monthly Progress Reports
- Project location map for each project in GIS and PDF formats
- Draft applications for review by FBC
- Final applications submitted via the H-GAC application portal
- Monthly Progress Reports

### **ADDITIONAL SERVICES**

The scope of services described herein do not include additional services such as traffic operations/simulation modeling, travel demand modeling, schematic design, preparation of



presentation boards and exhibits, etc. Additional services can be provided, if necessary, as a supplement to the contract.

**COMPENSATION**

A level of effort based on the scope of services described is included as Attachment A. The Lump-Sum Fee amount, including reimbursable expenses, is **\$ 50,000.00** as summarized in the table below. The fee for Task 1: Active Transportation Projects application is **\$15,000**. The remaining budget (**\$35,000**) will be used for future services as directed.

<b>FEE SUMMARY</b>	
TASK 1: ACTIVE TRANSPORTATION PROJECTS APPLICATION	\$15,000.00
TASK 2: ADDITIONAL PROJECT APPLICATIONS	\$35,000.00
<b>GRAND TOTAL</b>	<b>\$50,000.00</b>

**SCHEDULE**

AIG Tech anticipates the project will follow the following timeline:

- a) Notice-to-Proceed by March 16, 2026
- b) Attend TPC Meetings as necessary
- c) Attend TAC Meetings as necessary
- d) Attend TIP Subcommittee Meetings as necessary
- e) Complete Submission of Active Transportation Project Applications by April 17, 2026
- f) Provide other services as and when necessary or requested by FBC

**ATTACHMENTS**

**Attachment A – Estimated Fee**

Sincerely yours,

**Gabriel Y. Johnson**  
*Principal*  
**AIG Technical Service, LLC**  
[Gabe.Johnson@AIGtechnical.com](mailto:Gabe.Johnson@AIGtechnical.com)  
Cell: 832.875.5923

PROJECT TASK DESCRIPTION	Project Manager	Quality Manager	Senior Technical Advisor	Senior Engineer	Transportation Planner	Engineer-In-Training	GIS/CAD Operator	Senior Project Controller	Administrative/ Clerical	Totals
<b>Raw Labor Rates</b>	\$108.00	\$105.00	\$110.00	\$98.00	\$60.00	\$45.00	\$48.00	\$68.00	\$44.00	
<b>TASK 1: ACTIVE TRANSPORTATION PROJECTS APPLICATION</b>										
1. Project Coordination	2		2		2					6
2. Quality Assurance/Quality Control	2	2						2	2	4
3. Progress Reports and Invoicing	2				2					8
4. Data Collection	2									2
5. Project Maps					2		4			6
6. Project Application	2	4	2	4	24	1	4	2	2	43
<b>Sub-Total Labor Hours</b>	10	6	4	4	30	1	8	2	4	69
<b>SUBTOTAL LABOR COST</b>	\$1,080.00	\$630.00	\$440.00	\$392.00	\$1,800.00	\$45.00	\$384.00	\$136.00	\$176.00	\$5,083.00
1.94 MULTIPLIER FOR OH + PROFIT	\$2,095.20	\$1,222.20	\$853.60	\$760.48	\$3,492.00	\$87.30	\$744.96	\$263.84	\$341.44	\$9,861.02
<b>TOTAL LABOR COST</b>	\$3,175.20	\$1,852.20	\$1,293.60	\$1,152.48	\$5,292.00	\$132.30	\$1,128.96	\$399.84	\$517.44	\$14,944.02
<b>OTHER DIRECT EXPENSES</b>										\$55.98
<b>TOTAL COST</b>	\$3,175.20	\$1,852.20	\$1,293.60	\$1,152.48	\$5,292.00	\$132.30	\$1,128.96	\$399.84	\$517.44	\$15,000.00
<b>TASK 2: ADDITIONAL PROJECT APPLICATIONS</b>										
1. Project Coordination	6		4		6				16	16
2. Quality Assurance/Quality Control	4	4						4		8
3. Progress Reports and Invoicing	4				6				4	
4. Data Collection	2				4					
5. Project Maps					4		4			8
6. Project Application	4	8	6	12	60	4	8	4	4	106
<b>Sub-Total Labor Hours</b>	20	12	10	12	80	4	12	4	8	162
<b>SUBTOTAL LABOR COST</b>	\$2,160.00	\$1,260.00	\$1,100.00	\$1,176.00	\$4,800.00	\$180.00	\$576.00	\$272.00	\$352.00	\$11,876.00
1.94 MULTIPLIER FOR OH + PROFIT	\$4,190.40	\$2,444.40	\$2,134.00	\$2,281.44	\$9,312.00	\$349.20	\$1,117.44	\$527.68	\$682.88	\$23,039.44
<b>TOTAL LABOR COST</b>	\$6,350.40	\$3,704.40	\$3,234.00	\$3,457.44	\$14,112.00	\$529.20	\$1,693.44	\$799.68	\$1,034.88	\$34,915.44
<b>OTHER DIRECT EXPENSES</b>										\$84.56
<b>TOTAL COST</b>	\$6,350.40	\$3,704.40	\$3,234.00	\$3,457.44	\$14,112.00	\$529.20	\$1,693.44	\$799.68	\$1,034.88	\$35,000.00
<b>FEE SUMMARY</b>										
TASK 1: ACTIVE TRANSPORTATION PROJECTS APPLICATION	\$15,000.00									
TASK 2: ADDITIONAL PROJECT APPLICATIONS	\$35,000.00									
<b>GRAND TOTAL</b>	<b>\$50,000.00</b>									

Other Direct Expenses						
	Unit	Fixed Cost	Rate	Quantity	Total Cost	
<b>Task 1</b>						
Mileage	mile	Current State Rate	\$0.725	50	\$35.98	
Toll Charges	trip		\$20.00	1	\$20.00	
Total					\$55.98	
<b>Task 2</b>						
Mileage	mile	Current State Rate	\$0.725	61	\$44.56	
Toll Charges	trip		\$20.00	2	\$40.00	
Total					\$84.56	
<b>GRAND TOTAL</b>					\$140.54	