STATE OF TEXAS	**§**	25-ENG-100400-A1
	§	
COUNTY OF FORT BEND	**§**	

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Clodine Road, Seg 2 – Project No. 23408)

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 LINFIELD, HUNTER & JUNIUS, INC. ("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 March 12, 2025 (the "Agreement") for Clodine Road, Seg 2 under Project No. 23408 ; 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 LINFIELD, HUNTER & JUNIUS, INC., regardless of the name previously used to identify Engineer in the Agreement or any prior amendments.

   (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 not amended, and the existing Time for Performance remains in full force and effect. 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 Twenty Thousand Twenty and 00/100 Dollars ($20,020.00). The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased-to an amount not to exceed Two Hundred Thirty-Eight Thousand, Four Hundred Eleven and 00/100 ($238,411.00) authorized as follows:

$218,391.00	under the Agreement
$20,020.00	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 Thirty-Eight Thousand, Four Hundred Eleven and 00/100 ($238,411.00) 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 Thirty-Eight Thousand, Four Hundred Eleven and 00/100 ($238,411.00).

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

_____
County Judge

_____
Printed Name

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

LINFIELD, HUNTER & JUNIUS, INC.

_____
Authorized Agent – Signature

Robert E. Nockton
Authorized Agent- Printed Name

Vice President
Title

August 13, 2026
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)

LINFIELD, HUNTER & JUNIUS, INC.
PROFESSIONAL ENGINEERS,
ARCHITECTS AND SURVEYORS

3608 18th Street / Suite 200
Metairie, Louisiana 70002
(504) 833-5300 / (504) 833-5350 fax
LHJ@LHJunius.com

Ralph W. Junius, Jr., P.E.
Nathan J. Junius, P.E., P.L.S.
Anthony F. Goodgion, P.E.
Charles E. Mouton, AIA
Robert E. Nockton, P.E.
Mark K. Annino
Casey M. Genovese, P.E.

Daniel A. Flores, P.E.
John M. Jackson, P.E.
Vincent J. Leco, III, P.E.
Eric R. Wright, P.E.
Timothy J. Roth, P.E.

July 24, 2026

Mr. Stacy Slawinski, P.E.
County Engineer
Fort Bend County
301 Jackson St.
Richmond, TX 77469

Attn: Mr. Ike Akinwande, S.E., P.E., MLSE – Fort Bend County
Mr. Marcus Baskin, P.E., PMP, CFM – Pape-Dawson Engineers

Re: Fort Bend County
Clodine Road – Segment 2
Precinct 4
County Project No. 23408
Our File #: 24-096(c)

Dear Mr. Slawinski:

This is our proposal to provide professional engineering services during construction of the referenced project. This project consists of sidewalk, signage and striping improvements along Clodine Road between Beechnut Street and FM 1464.

This proposal is for the following basic services: Construction Phase Services. Also included is a one-time stakeout of the right-of-way along Clodine Road between Beechnut Street and FM 1464 for the construction contractor.

We propose to provide Construction Phase Services in accordance with the requirements of the Fort Bend County Engineering Department Engineering Design Manual. A manhour estimate and fee breakdown for these services is attached.

Below is a detailed description of our proposed scope for these services.

<u>Construction Phase Services</u>
Construction Phase Services will include:

- Attending a pre-construction meeting with Fort Bend County staff, Program Manager, Construction Manager, general contractor, and construction materials testing contractor
- Reviewing contractor submittals (up to 6) and responding to Requests for Information (up to 3)
- Field visits and progress meetings are not included
- Participating in a substantial completion walkthrough

- After project completion, preparing Record Drawings based on contractor as-built markups

Right-of-Way Stakeout

Neel-Schaffer, Inc. will perform a one-time right-of-way stakeout along Clodine Road between Beechnut Street and FM 1464 if so requested by Fort Bend County. A copy of Neel-Schaffer's proposal to provide these services is attached.

Below is a breakdown of our proposed fees for these services:

Construction Phase Services – Lump Sum	$ 19,040.00
Right-of-Way Stakeout – Lump Sum	$ 12,500.00
Total Fees	$ 31,540.00

There is currently $11,520.00 in unused fees in our Agreement that can be reallocated to these services. An amendment to our Agreement for an additional $20,020.00 in fees will be necessary for the remaining amount of fees for these services.

These fees do not include ALTA survey, resubdivision hearings, right-of-way acquisition, environmental issues, permitting, testing, or performing field visits and progress meetings. These services are considered additional work and can be performed on an hourly basis or negotiated lump sum fee if required along with any other work.

We appreciate the opportunity to provide this proposal and hope it meets your approval. Please do not hesitate to call should you have any questions.

Yours very truly,

LINFIELD, HUNTER & JUNIUS, INC.

Robert E. Nockton, P.E.
Vice President

REN/dlm
Enclosures

LINFIELD, HUNTER & JUNIUS, INC.

Fort Bend County
Clodine Road - Segment 2

Manhour Estimate and Fee Breakdown - Construction Phase

TASK DESCRIPTION	PRINCIPAL $325.00	PROJECT MANAGER $290.00	ENGINEER $190.00	JUNIOR ENGINEER $135.00	CADD TECHNICIAN $125.00	CLERICAL $70.00	TOTAL HOURS	TASK TOTAL
Construction Phase							**57**	**$ 9,520.00**
Pre-Construction Meeting								$ -
Attend Meeting including Agenda Preparation		2		4			6	$ 1,120.00
Prepare and Circulate Minutes		1		2		1	4	$ 630.00
Contractor Submittal Review (Assume 6)		2	3	8			13	$ 2,230.00
Respond to Contractor RFIs (Assume 3)		2	3	6			11	$ 1,960.00
Field Visits and Progress Meetings (None)							0	$ -
Substantial Completion Walk-Through								$ -
Attend Meeting including Agenda Preparation		2		4			6	$ 1,120.00
Prepare and Circulate Minutes		1		2		1	4	$ 630.00
Prepare Record Drawings		1		4	8		13	$ 1,830.00
MANHOUR SUBTOTAL	0	11	6	30	8	2	57	
LABOR RATE PER HOUR	$325.00	$290.00	$190.00	$135.00	$125.00	$70.00		
LABOR SUBTOTAL AND EXPENSES	$0.00	$3,190.00	$1,140.00	$4,050.00	$1,000.00	$140.00	$ 9,520.00	
TOTAL FEE								**$19,040.00**

July 23, 2026

Linfield, Hunter & Junius, Inc
118 Vintage Park Blvd.
Suite W315
Houston, TX 77070
(936)520-8878

Attn: Joe Jefferson Jr., Project Coordinator

Re: Proposal for Providing Professional Surveying Services for Right-of-Way Layout of Clodine Rd. from Beechnut St. to FM 1464 and of Clodine - Reddick Court from Clodine Rd to Tierra Alta Dr., Richmond, Texas.

Mr. Jefferson:

We appreciate the opportunity to provide you with this proposal for surveying services.

The general scope of work for this project is to provide a one-time Right-of-Way layout staking for the contractor per the topographic survey prepared by Neel-Schaffer for Linfield, Hunter & Junius, Inc.

We propose to provide these services on a fixed fee basis, with an amount of $12,500.00. We will bill you monthly based on the percentage of work performed.

Any re-staking or additional services requested by the contractor will be accomplished with a separate agreement between Neel-Schaffer and Linfield, Hunter, & Junius, Inc.

SCHEDULING:

Scheduling construction staking will be accomplished by mutual agreement between Linfield, Hunter & Junius, Inc, and Neel-Schaffer Inc.; however, Neel-Schaffer Inc. reserves the right to request 48-hour notice prior to staking.

NEEL-SCHAFFER
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