

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

THIS FIRST AMENDMENT to Agreement for Professional Engineering Services ("First 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 Mississippi corporation authorized to conduct business in the state of Texas. 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 (the “Agreement”) for the Traffic Signal I, Mobility Bond Project No. 20315x pursuant to SOQ 14-025; and

WHEREAS, by execution of this First 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 Ten Thousand Five Hundred Thirty and 00/100 Dollars (\$10,530.00) for the preparation of easements for Falcon Landing Blvd and Cinco Terrace Drive as further described in Exhibit "A" attached 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 Two Thousand Two Hundred Ninety and 00/100 Dollars (\$102,290.00) authorized as follows:

\$91,760 under the Agreement
\$10,530.00 under this First Amendment

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 Two Thousand Two Hundred Ninety and 00/100 Dollars (\$102,290.00)

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 Two Thousand Two Hundred Ninety and 00/100 Dollars (\$102,290.00).

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 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.

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


FORT BEND COUNTY, TEXAS


County Judge KP George

KP George, County Judge


December 6, 2022

Date

APPROVED: 

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

NEEL-SCHAFFER, INC.



Authorized Agent – Signature

Jerry Trumps

Authorized Agent- Printed Name

Executive Vice President


Title

November 16, 2022

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 102,290.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,
County Auditor

i:\agreements\2023 agreements\engineering\neel-schaffer (21-eng-100761-a1)\1st amendment to agmt - neel-schaffer.docx - JLF

October 4, 2022

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 to prepare easements for

- Falcon Landing Blvd, 2 easements on northeast and southeast corner
- Cinco Terrace Dr, 1 easement on northwest corner

ENGINEERING SERVICES:	Proposal Amount	Budgeted Amount	Revised Amount
(1) Survey	\$ 8,850.00	\$ 42,470.00	\$ 51,320.00
(2) Design	\$ 1,680.00*	\$ 41,310.00	\$ 42,990.00
*Subconsultant management			
(3) Bid / Construction Phases	\$ -	\$ 7,980.00	\$ 7,980.00
Total Engineering Services	\$ 10,530.00	\$ 91,760.00	\$ 102,290.00

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 512-567-2716 (direct).

Sincerely,
NEEL-SCHAFFER, INC.



Amber McCullough, P.E.
Senior Project Manager

Enclosures

cc: Jerry Trumps, Executive Vice President/Southwest Region Manager
: Mike Alford, P.E., Senior Engineer
: Doug Huneycutt, P.E., Texas Transportation Services Manager

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

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

PRIME PROVIDER: Neel-Schaffer, Inc.

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER IN TRAINING	SENIOR CADD OPERATOR	SUB CONSULTANT	TOTAL HRS. & COSTS	COST PER TASK
- Falcon Landing Blvd, 2 easements on northeast and southeast corner - Cinco Terrace Dr, 1 easement on northwest corner						
CONTRACT RATE PER HOUR	\$ 210.00	\$ 130.00	\$ 120.00			
CONTRACT ADMINISTRATION (LUMP SUM PAYMENT BASIS)						
Contract Administration						
Subconsultant Coordination	3	1			4	\$ 760.00
Submittal Coordination	1				1	\$ 210.00
SUBTOTAL CONTRACT ADMINISTRATION	4	1	0		5	5
	\$840.00	\$130.00	\$0.00		\$970.00	\$ 970.00
DESIGN (LUMP SUM PAYMENT BASIS)						
ROW/Easement linework request			2		2	\$ 240.00
Easement/Description Review	1	2			3	\$ 470.00
SUBTOTAL DESIGN	1	2	2		5	5
	\$210.00	\$260.00	\$240.00	\$0.00	\$710.00	\$ 710.00
TOTAL HOURS FOR BASIC SERVICES	5	3	2		10	
CONTRACT RATE PER HOUR	\$ 210.00	\$ 130.00	\$ 120.00			
SUBTOTAL LABOR EXPENSES	\$ 1,050.00	\$ 390.00	\$ 240.00		\$1,680.00	
SUBTOTAL SUBCONSULTANT (\$2,950 per parcel)				\$ 8,850.00	\$8,850.00	
TOTAL ADDITIONAL SERVICES					\$10,530.00	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Neel-Schaffer, Inc.
Houston, TX United States

Certificate Number:
2022-957658

Date Filed:
11/21/2022

Date Acknowledged:
12/06/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Mobility Bond Project #20315x
Design Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Neel, Hibbett	Jackson, MS United States	X	
	Hudnall, Joey	Jackson, MS United States	X	
	Robinson, Clark	Jackson, MS United States	X	
	Walker, Robert	Jackson, MS United States	X	
	Trumps, Jerry	Lafayette, LA United States	X	
	Lucius, Nelson	Arlington, TX United States	X	
	Hanchey, Craig	Nashville, TN United States	X	
	Neel-Schaffer Engineers and Planners, Inc.	Jackson, MS United States	X	
	Beladi, Ron	Maitland, FL United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)