

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.

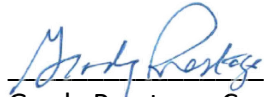
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{Execution page to follow}

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.



Grady Prestage, Commissioner Precinct 2
Presiding Officer of Commissioners Court on
November 21, 2023

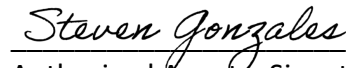
Date

ATTEST:



Laura Richard, County Clerk





Authorized Agent – Signature

Steven Gonzales

Authorized Agent- Printed Name

Vice President

Title

October 24, 2023

Date

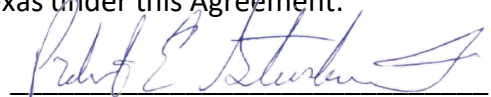
APPROVED:



J. Stacy Slawinski, P.E, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 119,370.00 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

i:\agreements\2023 agreements\engineering\neel-schaffer (21-eng-100761-a2)\2nd amendment to agmt.neel-schaffer (kcj - 10.16.2023)

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.

	Proposal Amount	Budgeted Amount	Revised Amount
ENGINEERING SERVICES:			
(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
Total Engineering Services	\$ 17,080.00	\$ 102,290.00	\$ 119,370.00

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 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			

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**

Certificate Number:
2023-1089878

Date Filed:
11/01/2023

Date Acknowledged:
11/21/2023

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

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.
FBC Proj No. 20315x, PO 201122
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Nelson, Lucius	Arlington, TX United States	X	
	Hudnall, Joey	Jackson, MS United States	X	
	Robinson, Clark	Jackson, MS United States	X	
	Neel, Walter	Jackson, MS United States	X	
	Hanchey, Craig	Nashville, TN United States	X	
	Walker, Robert	Jackson, MS United States	X	
	Trumps, Jerry	Lafayette, LA 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)