

(Ricefield Road, Seg. 1– Project 23222x)

1. **Scope of Services.** County shall pay Contractor an additional Seventy-Two Thousand Eight Hundred Eighty-Seven and 00/100 Dollars (\$72,887.00) for the performance and completion of additional services provided in the Contractor's Proposal dated May 12, 2025, attached hereto as Exhibit "A-1" (the "Services") and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Two Hundred Ninety Thousand Eight Hundred Eighty-Nine and 00/100 Dollars (\$1,290,889.00) authorized as follows:

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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 \$1,290,889.00 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 \$1,290,889.00.

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 First Amendment 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 First Amendment 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 First Amendment 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, as amended.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST 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.
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.
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 First 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}

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FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

ENTECH CIVIL ENGINEERS, INC.

DocuSigned by:


C1F893E109A9405

Authorized Agent – Signature

Chris L. Orosco

Authorized Agent- Printed Name

Vice President

Title

6/6/2025

Date

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

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EXHIBIT A-1

(Scope of Work Follows Behind)



Ricefield Road
 Proposal No. 0029-24-001
 May 7, 2025

May 12, 2025

Mr. Kevin Mineo, P.E.
 Manager of Precinct 2 Mobility Projects (Fort Bend County)
 Binkley & Barfield, Inc.

RE: 23222x Ricefield Road Segment 1: From FM 2977 to Benton Road

Dear Mr. Mineo:

Entech Civil Engineers Inc. (Entech) is pleased to have the opportunity to submit this supplemental proposal for additional engineering services as requested by the Client. The scope of work includes the following:

- Additional project coordination with adjacent projects, including Ricefield Road Segment 1, Benton Road (north and south of Ricefield Road), and Ricefield Road Segment 2.
- Design of the intersection at Ricefield Road and Benton Road, as requested. This includes:
 - Full traffic signal design
 - Proposed storm sewer design
 - Traffic control plans
 - Construction quantities and cost estimates
 - Signing and pavement marking plans
 - Drainage area maps

A detailed breakdown of the additional level of effort is attached for reference, also see summary below.

Original Contract Amount	\$1,218,002.00
Amendment 1 Amount	\$72,887.00
Total Contract Amount	\$1,290,889

Enclosure:

Exhibit C – Fee Schedule

Entech Civil Engineers Inc. (Entech) is pleased to continue providing engineering services to Fort Bend County on this important project.

Sincerely,

Chris Orosco, P.E.
 Project Manager

EXHIBIT C - Compensation for Professional Services
Fort Bend County Engineering Department
Project Name/Limits: Ricefield Road Seg. 1 From FM 2977 to Benton Road
Precinct 2, UPIN: 22102MF2FC01
Construction Cost Estimate: -

Project Management	\$ 6,736.00
Pre-Design (Study) Phase	\$ 5,224.00
Design Phase	\$ 18,825.00
Design Phase Traffic Signal	\$ 42,102.00
Subtotal Basic Services	\$ 72,887.00
TOTAL SERVICES (BASIC)	\$ 72,887.00

Project Name Ricefield Road Seg. 1 From FM 2977 to Benton Road	
Consultant ENTECH CIVIL ENGINEERS, INC.	
Unique Project Number (UPIN) 23222x	
Date 2025-05-12	

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineering In Training (EIT)	Sr Engineering Tech	Admin/Clerical	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
ROADWAY DESIGN PHASE									
Plan Sheets									
GENERAL NOTES SHEET(S)		1	2	2			5	1	5.0
INTERSECTION LAYOUT		5	14	13	7		39	1	39.0
DRAINAGE AREA MAPS (EXIST & PROP Plans)		2	5	5	2		14	1	14.0
HYDRAULIC DATA SHEETS		2	6	6	3		17	1	17.0
TRAFFIC CONTROL PLANS		2	8	7	2		19	1	19.0
SIGNING AND PAVEMENT MARKING LAYOUT		1	2	2	2		7	1	7.0
UPDATE QUANTITIES / COST ESTIMATE (70%, 95%, 100%)		1	2	2	2		5	1	5.0
SUBTOTAL PLANS	0	14	39	37	16	0	106		
HOURS SUB-TOTALS	0	14	39	37	16	0	106		
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$	335.00 \$	234.00 \$	195.00 \$	120.00 \$	144.00 \$	93.00 \$		
TOTAL LABOR COSTS	\$	-	3,276.00 \$	7,605.00 \$	4,440.00 \$	2,304.00 \$	-		
% DISTRIBUTION OF STAFFING	0.00%	18.59%	43.15%	25.19%	13.07%	0.00%	100%		
ROADWAY SUBTOTAL \$ 17,625.00									

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineering In Training (EIT)	Sr Engineering Tech	Admin/Clerical	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
TRAFFIC									
DESIGN PHASE									
TRAFFIC SIGNAL (BENTON@RICEFIELD)									
TRAFFIC SIGNAL PLANS (EXIST, COND/PROP. LAYOUTS, WIRING & PHASING)		8	16	24	93		141		N/A
TRAFFIC SIGNAL GENERAL NOTES AND BASIS OF ESTIMATE		1	2	4	2		9		N/A
TRAFFIC SIGNAL DETAILS SHEETS (INCL STREET SIGN)		1	4	8	16		29		N/A
COORDINATING AND SUBMITTING SERVICE OUTLET LOCATION (SOL) REQUEST	6						6		N/A
PROPOSED TRAFFIC SIGNAL REVISIONS (70%, 95%, 100%)		1	4	8	32		45		N/A
							0		N/A
SIGNING AND PAVEMENT MARKINGS (SPM)									
SPM SUMMARY OF QUANTITIES		1	1	2	4		8		N/A
SPM SMALL SIGN SUMMARY (Ricefield @ Benton)		1	1	2	4		8		N/A
SPM PLAN LAYOUTS (1"=100') (Ricefield @ Benton)		1	4	4	8		17		N/A
PROPOSED SPM REVISIONS (70%, 95%, 100%)		1	2	2	4		9		N/A
HOURS SUB-TOTALS	6	15	34	54	163	0	272		
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$	335.00 \$	234.00 \$	195.00 \$	120.00 \$	144.00 \$	93.00 \$		
TOTAL LABOR COSTS	\$	2,010.00 \$	3,510.00 \$	6,630.00 \$	6,480.00 \$	23,472.00 \$	-		
% DISTRIBUTION OF STAFFING	4.77%	8.34%	15.75%	15.39%	55.75%	0.00%	100%		
TRAFFIC SUBTOTAL \$ 42,102.00									

Project Name	Ricefield Road Seg. 1 From FM 2977 to Benton Road
Consultant	ENTECH CIVIL ENGINEERS, INC.
Unique Project Number (UPIN)	23222x
Date	2025-05-12

OTHER DIRECT EXPENSES					
	QTY	UNIT	RATE	COST	
Mileage (Current IRS Approved Rate)		mile	\$ 0.56	\$ -	-
Photo Copies 8.5" X11"		sheet	\$ 0.10	\$ -	-
Photo Copies 11"X17"		sheet	\$ 0.20	\$ -	-
Courier Services		each	\$ 24.00	\$ -	-
24-Hour Video System Classification Counts - Minor Intersection	1	each	\$ 1,200.00	\$ 1,200.00	
2-Hour TMCs		each	\$ 250.00	\$ -	-
24-Hour Automated Tube Counirs		each	\$ 260.00	\$ -	-

ODE SUBTOTAL	\$ 1,200.00
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PRIME SUMMARY	
TOTAL BASIC SERVICES	\$ 71,687.00
TOTAL OPTIONAL ADDITIONAL SERVICES	
TOTAL OTHER DIRECT EXPENSES	\$ 1,200.00
TOTAL	\$ 72,887.00