

STATE OF TEXAS §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Richmond Street– Project No. 20118 pursuant to SOQ 14-025)

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and IDCUS, Inc. (“Contractor”), a Texas corporation. 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 July 13, 2021 (the "Agreement") for roadway improvements to Richmond Street under Mobility Bond Project No. 20118 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on November 12, 2024 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as 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. **Scope of Services.** County shall pay Contractor an additional Twenty-One Thousand Two Hundred Forty-Six and 00/100 Dollars (\$21,246.00) for the performance and completion of additional services provided in the Contractor's Proposal dated January 15, 2025, attached hereto as Exhibit "A-2" (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 Eight Hundred Twenty-Four Thousand Nine Hundred Forty-Nine and 00/100 Dollars (\$824,949.00) authorized as follows:

\$669,279.00 under the Agreement; and
\$134,424.00 under the First Amendment; and
\$21,246.00 under this Second Amendment.

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 \$824,949.00 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 \$824,949.00.

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, as amended.
5. **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 Second Amendment shall prevail with regard to the conflict.
6. **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 Second 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:

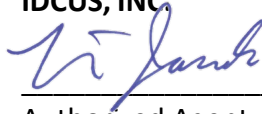
Laura Richard, County Clerk

APPROVED:



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

IDCUS, INC



Authorized Agent – Signature

Larry Janak, PE

Authorized Agent- Printed Name

Principal & CEO

Title

6/16/2025

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-2

(Scope of Work Follows Behind)



January 15, 2025

Mr. Kevin Mineo, P.E.
Binkley & Barfield, Inc.
1710 Seamist Drive,
Houston, TX 77008

Re: Proposal for Engineering Services
Richmond Street Improvement - 20118

Dear Mr. Mineo:

IDCUS Inc. is pleased to submit its proposal for the supplemental engineering services to be furnished to extend and increase the proposed waterline along Richmond Street to the city limits. The additional work involves increasing the size of the waterline to 12 inches, extending both the sanitary sewer and waterline to the city limits, and upgrading the proposed 3-inch FM to 4 inches. The Scope of this work is comprised of revising the Plans, Specifications & Estimates (PS&E) and perform Level A SUE of existing Waterline and FM. The total cost of the services is **\$21,246.00**

The above work will be performed by IDCUS Inc.

IDCUS Inc. will provide the overall project management and coordination, roadway and drainage detailed designs.

The scope of the services and the fee schedule of IDCUS are attached. Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Janak".

Larry Janak, P.E.
President & CEO

SCOPE OF WORK

For Fort Bend County – Mobility Projects Richmond St. Project

GENERAL PROJECT OVERVIEW

The original proposed waterline consisted of both 8 inch and 12 inches up to station 14+42, but now the city would like to extend 12-inch service line to the city limits. Along with the water line, the proposed sanitary sewer line is being extended all the way to the city limits as well. The scope of the engineering services modification includes:

Plans, Specifications & Estimates (PS&E):

This phase will include the services for the preparation of the project plans and the project manual for bidding.

Engineering Services will be performed in accordance with the appropriate guidelines and standards as identified below:

- 1- Fort Bend County Engineering Design Manual, Fort Bend County, August 2020 (Draft)*
- 2- Recommended Guidelines for Subdivision Streets, Institute of Transportation Engineers, Latest Edition.*
- 3- Guidelines for Urban Major Streets Design, Institute of Transportation Engineers, Latest Edition.*
- 4- A Policy on Geometric Design of Highways and Streets, AASHTO, Latest Edition.*
- 5- Texas Manual on Uniform Traffic Control Devices (TMUTCD)*
- 6- Design Standards and Details, Fort Bend County, Engineering Department, Latest Standards.*
- 7- Thoroughfare Development Plan, Fort Bend County, Latest Edition.*
- 8- Geometric Design Standards, Harris County and City of Houston - as modified by Fort Bend County Engineering Department.*

FINAL DESIGN by IDCUS

TASK I: PROJECT COORDINATION/MANAGEMENT

- A. Project Management and Administration
- B. Project Coordination
- C. Biweekly Project Meetings (30') with BBI

TASK II: UTILITY DESIGN

- A. Intersection Design / Cross Street P&P Sheets
- B. Waterline & Sanitary Sewer Lateral Sheets
- C. Standards
- D. General Notes
- E. Quantity Take-Off & Construction Cost Estimate

**FORT BEND COUNTY MOBILTY PROJECT
RICHMOND STREET
FEE SCHEDULE**



FINAL DESIGN SERVICES - IDCUS	
TASK I: DESIGN PHASE - PROJECT COORDINATION/MANAGEMENT BY IDCUS	\$ 3,432.00
TASK II: UTILITY DESIGN BY IDCUS	\$ 17,814.00
SUBTOTAL PHASE I:	\$ 21,246.00
TOTAL SERVICES	\$ 21,246.00
GRAND TOTAL:	\$ 21,246.00

**FORT BEND COUNTY MOBILITY PROJECT
RICHMOND STREET
FEE SCHEDULE**

TASK DESCRIPTION	MANAGEMENT			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST
TASK I: DESIGN PHASE - PROJECT COORDINATION/MANAGEMENT BY IDCUS	Principal Manager	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical		
A. Project Management and Administration	2	2								4	\$ 1,116.00
B. Project Coordination With Sub-Consultants	1	1								2	\$ 558.00
C. Project Coordination Meeting (30' Bi-Weekly) With BBI	1	1		1						3	\$ 783.00
D. Project Meetings	1	1		1	1					4	\$ 975.00
Total Man-Hours	5	5		2	1					13	
Raw Salary / Rate	\$ 97.00	\$ 89.00	\$ 80.00	\$ 75.00	\$ 64.00	\$ 50.00	\$ 47.00	\$ 25.00	\$ 24.00		
Billing Rate w/ 3.0 Multiplier)	\$ 291.00	\$ 267.00	\$ 240.00	\$ 225.00	\$ 192.00	\$ 150.00	\$ 141.00	\$ 75.00	\$ 72.00		
Total	\$ 1,455.00	\$ 1,335.00	\$ -	\$ 450.00	\$ 192.00	\$ -	\$ -	\$ -	\$ -		\$ 3,432.00

TASK DESCRIPTION	MANAGEMENT			ENGINEERING			SUPPORT			TOTAL LABOR HOURS	TOTAL LABOR COST
TASK II: UTILITY DESIGN BY IDCUS	Principal Manager	Project Manager	QC Manager	Senior Engineer	Project Engineer	EIT	CADD Designer	CADD Tech.	Clerical		
F. Public Utility Design (Sanitary Sewer & Water)	1	4	2	4	4	4	16	16		51	\$ 7,563.00
K. Waterline / Sanitary Sewer Laterals Sheets	1	2	1	1	4	4	16	16		45	\$ 6,114.00
N. Quantity Take-Off & Construction Cost Estimate	1	2	2	4	4	4	4			21	\$ 4,137.00
Total Man-Hours	3	8	5	9	12	12	36	32		117	
Raw Salary / Rate	\$ 97.00	\$ 89.00	\$ 80.00	\$ 75.00	\$ 64.00	\$ 50.00	\$ 47.00	\$ 25.00	\$ 24.00		
Billing Rate w/ 3.0 Multiplier)	\$ 291.00	\$ 267.00	\$ 240.00	\$ 225.00	\$ 192.00	\$ 150.00	\$ 141.00	\$ 75.00	\$ 72.00		
Total	\$ 873.00	\$ 2,136.00	\$ 1,200.00	\$ 2,025.00	\$ 2,304.00	\$ 1,800.00	\$ 5,076.00	\$ 2,400.00	\$ -		\$ 17,814.00