

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 \$58,245.00 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 \$58,245.00.

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. **Human Trafficking.** BY ACCEPTANCE OF THIS SECOND 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, and by any previous amendments, 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.
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 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}

FORT BEND COUNTY, TEXAS

AMANI ENGINEERING, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Mahesh Dutta, P.E., CFM, ENV SP, PACP
Authorized Agent- Printed Name

ATTEST:

Executive Vice President


Laura Richard, County Clerk

Title

8/28/2025

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

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EXHIBIT A-2

(Follows Behind)



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

July 7, 2025

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

Re: Fort Bend County 2020 Mobility Bond Program, Project No. 20316x
Traffic Signal at FM359 at Candela Heights Drive Intersection,
Supplemental Fee Proposal for Limited Topographic Survey and Traffic Signal Layout Revisions
Fort Bend County, Precinct 1

Dear Mr. Mineo:

Thank you for the opportunity to provide professional engineering and surveying services for the referenced project. Based on the discussions during the progress meeting on June 26, 2025 and the subsequent meeting on July 7, 2025, we propose the following scope of work, deliverables, exclusions, and fee for our services.

I. SCOPE OF WORK

- Limited topographic survey at FM359 and Candela Heights intersection to obtain edges of pavement of FM359, roadway, drainage facilities, utility markings, water valves, fire hydrants, power poles, trees and other surface improvements along Candela Heights (east and west of FM359) for upto 100' in each direction. Survey roadside ditches and drainage structures on both sides of FM359 at Candela Heights.
- Revise/update previously prepared traffic signal layout sheet to reflect current site conditions.

II. DELIVERABLES

- Updated traffic signal layout to be incorporated into the bid documents.

III. EXCLUSIONS

- Existing right-of-way/boundary survey.
- Extra work not included in our scope

IV. FEE

Based on the scope of work and deliverables discussed above, we propose a total fee of \$8,600.00, including \$4,600.00 for limited topographic survey and \$4,000.00 for revising the traffic signal layout.

We appreciate this opportunity and look forward to working on this project. Please call me at 713-270-5700, ext. 109, if you have questions concerning this proposal.

Yours sincerely,
For Amani Engineering, Inc.

Mahesh Dutta, P.E., CFM, ENV SP, PACP
Executive Vice President
TBPE Firm Reg. No. F-4528
TBPLS Firm Reg. No. 100282-00

HPK: md: cw