

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES (“Amendment”) is entered into by and between FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas, and AKV CONSULTANTS, LLC (“Engineer”), a company authorized to conduct business in the State of Texas. County and Engineer 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 May 28, 2024 (the “Agreement”) for the Sidewalk Safety Program under Fort Bend County Mobility Bond Project No. 17206; and

WHEREAS, the Agreement was amended on May 27, 2025 (“First Amendment”); and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement with respect to one or more matters, which may include extending the time for performance, providing for additional services by Engineer, or increasing the total Maximum Compensation, and further desire to ratify and confirm all the terms and conditions 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. The term “Engineer” in this Amendment, whether appearing in the Agreement or in any prior amendments and regardless of the name previously used to identify Engineer, shall mean AKV CONSULTANTS, LLC.
2. **Amendment to Time for Performance:** The Time for Performance for the Services provided by Engineer under the Agreement is hereby not amended, and the existing Time for Performance remains in full force and effect. Engineer shall complete the Services within the applicable time period or within such additional time as may be extended in writing by County.
3. **Amendment to Scope of Services.** The Scope of Services under the Agreement is hereby amended to include the additional services provided in “**Exhibit A**”, attached hereto and incorporated herein for all purposes. Engineer shall perform all additional services set forth in the attached exhibit in accordance with the standards,

requirements, and conditions of the Agreement, as amended. Except as expressly modified by this Amendment, all terms and obligations relating to the Scope of Services under the Agreement shall remain in full force and effect.

4. **Amendment to Maximum Compensation.** The Parties hereby amend the Agreement to increase the Maximum Compensation to account for the extension of time for performance and/or additional services authorized under this Amendment. County shall pay Engineer an additional One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00). The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased-to an amount not to exceed Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00) authorized as follows:

\$300,000.00	under the Agreement
\$250,000.00	under the First Amendment
\$130,000.00	under the Second Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00).

5. **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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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.
- 6. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 7. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, AS AMENDED, ENGINEER 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.
 - 8. **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 Amendment shall prevail with regard to the conflict.
 - 9. **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 Agreement 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

AKV CONSULTANTS, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Ahmed Valdez

Authorized Agent – Printed Name

ATTEST:

President

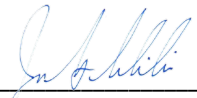
Title

Laura Richard, County Clerk

11/26/2025

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

EXHIBIT A

(Follows Behind)

Stacy Slawinski, PE – County Engineer
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Attn: Gabriel Odreman, PE, PMP
Christian Trejo, Graduate Engineer
Candy LeBlanc, Project Coordinator

**Re: Sidewalk Safety Program Precinct 2 - Mobility Bond Projects
Amendment 2**

I am writing to formally request an amendment for additional funds in the amount of \$130,000 to support the continued progress of the Safety Sidewalk Program for Precinct 2. The amendment is necessary to ensure adequate funding for critical services related to construction inspection, document control, administrative support, and engineering services. The requested funds will be allocated as follows:

Task No. 3: Kitty Hollow Trail Existing (23216-2)

AKV will provide engineering services for demolition and reconstruction of the existing Kitty Hollow. The allocated funds will cover LiDAR, design, and construction phase services for this project.

The requested amendment is essential to maintaining the progress and successful completion of these projects. We appreciate your consideration of this request and look forward to your approval to facilitate the necessary work.

Agreed Amount	\$300,000.00
Amendment 1	\$250,000.00
Amendment 2	\$130,000.00
Total	\$680,000.00

We have provided a breakdown of Agreed Amount and Amendment 1 distribution in the attached Exhibit 1.

Should you require any further information or clarification, please do not hesitate to contact me at your earliest convenience.

Thank you for your time and consideration.

Best regards,
Ahmed Valdez



President
AKV Consulting Engineers
avaldez@akvce.com
(214) 650-7621

EXHIBIT 1

**2023 Sidewalk Safety - AKV
Engineering Fee Contract Amendment No. 2**

Task Description	Contracted Amount	Amendment No. 1 Amount	Amendment No. 2 Amount	Proposed Total Fee
Task No 1: Trammel Fresno & Fifth Street (17206)				
Project Identification and Scoping	\$ 3,160.00			\$ 3,160.00
<i>Project Management</i>	\$ 920.00			\$ 920.00
<i>Geotechnical Investigation</i>	\$ 2,240.00			\$ 2,240.00
<i>Other Direct Expenses</i>	\$ -			\$ -
Plans & Specifications	\$ 96,169.00			\$ 96,169.00
<i>Final Design</i>	\$ 96,169.00			\$ 96,169.00
Bidding & Contract Selection	\$ 690.00			\$ 690.00
<i>Bidding</i>	\$ 690.00			\$ 690.00
Construction Phase Services	\$ 24,494.78	\$ 122,397.98		\$ 146,892.76
Survey Control & Maps		\$ 9,164.98		\$ 9,164.98
Construction Inspection	\$ 12,247.39	\$ 46,738.00		\$ 58,985.39
Construction Materials Testing		\$ 36,495.00		\$ 36,495.00
Document Control & Admin. Support	\$ 12,247.39	\$ 30,000.00		\$ 42,247.39
Task No. 1 Subtotals	\$ 124,513.78	\$ 122,397.98		\$ 222,416.98
Task No 2: Kitty Hollow Park Bicycle Trail (23216-1)				
Project Identification and Scoping	\$ 72,379.12			\$ 72,379.12
<i>Project Management</i>	\$ 3,088.00			\$ 3,088.00
<i>Data Collection</i>	\$ 1,852.00			\$ 1,852.00
<i>Schematic</i>	\$ 3,507.00			\$ 3,507.00
<i>Survey</i>	\$ 46,203.52			\$ 46,203.52
<i>Geotechnical Investigation</i>	\$ 17,650.00			\$ 17,650.00
<i>Other Direct Expenses</i>	\$ 78.60			\$ 78.60
Plans & Specifications	\$ 103,107.10	\$ 41,031.90		\$ 144,139.00
<i>Sidewalk (Roadway) PS&E</i>	\$ 57,269.80	\$ 24,544.20		\$ 81,814.00
<i>Bridge PS&E</i>	\$ 17,883.60	\$ 7,664.40		\$ 25,548.00
<i>Bridge (Lake Spillway)</i>	\$ 10,500.00	\$ 4,500.00		\$ 15,000.00
<i>No Impact Analysis Mustang Bayou</i>	\$ 9,944.10	\$ 1,104.90		\$ 11,049.00
<i>Volume Calculation</i>	\$ 5,600.00	\$ 2,400.00		\$ 8,000.00
<i>Cost Estimate</i>	\$ 1,909.60	\$ 818.40		\$ 2,728.00
Bidding & Contract Selection		\$ 2,728.00		\$ 2,728.00
<i>Bidding</i>		\$ 2,728.00		\$ 2,728.00
Construction Phase Services		\$ 108,336.90		\$ 108,336.90
Survey Control & Maps		\$ 5,000.00		\$ 5,000.00
Construction Inspection		\$ 41,336.90		\$ 41,336.90
Construction Materials Testing		\$ 32,000.00		\$ 32,000.00
Document Control & Admin. Support		\$ 30,000.00		\$ 30,000.00
Task No. 2 Subtotals	\$ 175,486.22	\$ 152,096.80	\$ -	\$ 327,583.02
Task No 3: Kitty Hollow Trail Existing (23216-2)				
Project Identification and Scoping	\$ -	\$ -	\$ 7,001.44	\$ -
<i>Project Management</i>	\$ -	\$ -	\$ 3,248.00	\$ -
<i>LiDAR</i>	\$ -	\$ -	\$ 3,674.84	\$ -
<i>Other Direct Expenses</i>	\$ -	\$ -	\$ 78.60	\$ -
Roadway PS&E	\$ -	\$ -	\$ 61,939.00	\$ -
<i>Sidewalk (Roadway) PS&E</i>	\$ -	\$ -	\$ 61,939.00	\$ -
Cost Estimate	\$ -	\$ -	\$ 2,932.00	\$ -
<i>Cost Estimate</i>	\$ -	\$ -	\$ 2,932.00	\$ -
Construction Phase Services	\$ -	\$ -	\$ 45,000.00	\$ -
<i>Construction Inspection</i>	\$ -	\$ -	\$ 20,000.00	\$ -
<i>Document Control & Admin. Support</i>	\$ -	\$ -	\$ 10,000.00	\$ -
<i>Construction Material Testing</i>	\$ -	\$ -	\$ 15,000.00	\$ -
Task No. 3 Subtotals	\$ -	\$ -	\$ 116,872.44	\$ -
Contingency	\$ -	\$ -	\$ 13,127.56	\$ -
TOTAL	\$ 300,000.00	\$ 250,000.00	\$ 130,000.00	\$ 680,000.00