

In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$1,318,539.00 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, as amended, 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 \$1,318,539.00.

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, 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.

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, 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.
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 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

ENTECH CIVIL ENGINEERS, INC

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

DocuSigned by:
Chris Orosco

Authorized Agent – Signature

Chris Orosco

Authorized Agent- Printed Name

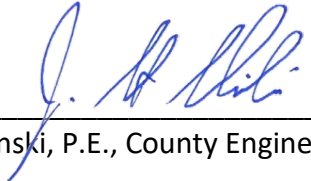
Vice-President

Title

2/9/2026

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-2

(Follows Behind)



Ricefield Road
 Proposal No. 0029-24-001
 October 20, 2025

October 20, 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 Amendment 2

Dear Mr. Mineo:

Entech Civil Engineers Inc. (Entech) is pleased to have the opportunity to submit this supplemental proposal for additional engineering services to incorporate recent design changes necessary to address and coordinate with upstream adjacent roadway improvement segment analyzed by HR Green for Segment 2 and corresponding impacts to the Ricefield Road (Segment-1) system. These changes include revised flow inputs, system adjustments, and additional conveyance requirements that were not specified in the original scope of work.

Scope changes for Amendment 2 include:

- Incorporate HR Green Flows into Drainage Network
- Lower Outfall Elevation to Improve System Performance
- Adjust Pipe Sizing for Conveyance of Additional Flows
- No-Rise Alternatives Analysis with the Additional Flow
- Revise Drainage Report, Exhibits, and Tables
- Modify Plan and Profile Sheets to Reflect Updated Design

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 (Approved)	\$72,887.00
Amendment 2 Amount	\$27,650.00
Total Contract Amount	\$1,318,539

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
Drainage Supplemental Cost Estimate: -

Project Management	\$ 3,914.00
Hydrology	\$ 2,676.00
Hydraulic design	\$ 13,720.00
Report	\$ 7,340.00
Subtotal Basic Services	\$ 27,650.00
TOTAL SERVICES (BASIC)	\$ 27,650.00

Project Name	Ricefield Road Seg. 1 From FM 2977 to Benton Road
Consultant	ENTECH CIVIL ENGINEERS, INC.
Unique Project Number (UPIN)	23222x
Date	2025-10-17

BASIC SERVICES

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineering In Training (EIT)	Sr Engineering Tech	Admin/Clerical	TOTAL LABOR HRS. & COSTS	Hours / Month (14)	LABOR HRS PER SHEET
A. Project Management									
1. Project Coordination									
Prime Consultants (adjacent segments)	4	6	6				16	1	14
SUBTOTAL PROJECT MANAGEMENT	4	6	6	0	0	0	16		
HOURS SUB-TOTALS	4	6	6	0	0	0	16		
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	\$ 1,340.00	\$ 1,404.00	\$ 1,170.00	\$ -	\$ -	\$ -	\$ 3,914.00		
% DISTRIBUTION OF STAFFING	34.24%	35.87%	29.89%	0.00%	0.00%	0.00%	100%		

Project Management	\$ 3,914.00
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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
B. Drainage Design									
1. Hydrology									
Review the Tc, C, and CN for the additional drainage area		4					4	1	4.0
HMS Model Development			4	4			8	1	8.0
Hydrograph Routing				4			4	1	4.0
SUBTOTAL PRE-DESIGN (STUDY) PHASE	0	4	4	8	0	0	16		
HOURS SUB-TOTALS	0	4	4	8	0	0	16		
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	\$ -	\$ 936.00	\$ 780.00	\$ 960.00	\$ -	\$ -	\$ 2,676.00		
% DISTRIBUTION OF STAFFING	0.00%	34.98%	29.15%	35.87%	0.00%	0.00%	100%		

SUBTOTAL	\$ 2,676.00
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Project Name	Ricefield Road Seg. 1 From FM 2977 to Benton Road
Consultant	ENTECH CIVIL ENGINEERS, INC.
Unique Project Number (UPIN)	23222x
Date	2025-10-17

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
2. Hydraulic Design									
Update the models with the new hydrographs			8	16			24		
Pipe Sizing Revisions			8	8			16	1	16.0
No-Rise Alternative Analysis and Peak to peak analysis	8		16	16			40	1	40.0
SUBTOTAL PLANS	8	0	32	40	0	0	56		
HOURS SUB-TOTALS	8	0	32	40	0	0	80		
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	\$ 2,680.00	\$ -	\$ 6,240.00	\$ 4,800.00	\$ -	\$ -	\$ 13,720.00		
% DISTRIBUTION OF STAFFING	19.53%	0.00%	45.48%	34.99%	0.00%	0.00%	100%		

SUBTOTAL	\$ 13,720.00
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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
3. Drainage Report and Exhibit Updates									
Report Revisions and Updates	4		16	24			44		N/A
							0		N/A
HOURS SUB-TOTALS	4	0	16	24	0	0	44		
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	\$ 1,340.00	\$ -	\$ 3,120.00	\$ 2,880.00	\$ -	\$ -	\$ 7,340.00		
% DISTRIBUTION OF STAFFING	18.26%	0.00%	42.51%	39.24%	0.00%	0.00%	100%		

SUBTOTAL	\$ 7,340.00
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Project Name	Ricefield Road Seg. 1 From FM 2977 to Benton Road
Consultant	ENTECH CIVIL ENGINEERS, INC.
Unique Project Number (UPIN)	23222x
Date	2025-10-17

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		each	\$ 1,200.00	\$ -
2-Hour TMCs		each	\$ 250.00	\$ -
24-Hour Automated Tube Countrs		each	\$ 260.00	\$ -
				\$ -

ODE SUBTOTAL	\$ -
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PRIME SUMMARY	
TOTAL BASIC SERVICES	\$ 27,650.00
TOTAL OPTIONAL ADDITIONAL SERVICES	
TOTAL OTHER DIRECT EXPENSES	\$ -
TOTAL	\$ 27,650.00