

STATE OF TEXAS §  
COUNTY OF FORT BEND §

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

(Fort Bend Parkway SB Ramp – Project No. 20219x)

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 Infratech Engineers and Innovators, LLC. (“Contractor”), a company authorized to conduct business in the State of Texas. 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 August 22, 2023 (the “Agreement”) for construction of a noise wall and possible reconstruction of sidewalks along Hilcroft Ave. under Project No. 20219x; and

WHEREAS, the Agreement was amended on May 27, 2025 (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, to extend the time for performance, 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 Seventeen Thousand, Four Hundred and 00/100 Dollars (\$17,400.00) for the performance and completion of additional services provided in the Contractor’s Proposal attached hereto as Exhibit “A-2” (the “Services”) and incorporated by reference for all intents and purposes.
2. **Time for Performance.** Time for Performance for the Services under this Second Amendment shall begin with Contractor’s receipt of Notice to Proceed and shall end no later than 11:59 p.m. on December 31, 2027. Contractor shall complete the Services within this time or within such additional time as may be extended in writing by County.
3. **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 Two Hundred Thirty Thousand, Two Hundred Fifteen and 00/100 Dollars (\$230,215.00) authorized as follows:

\$192,150.00 under the Agreement; and  
\$ 20,665.00 under the First Amendment; and  
\$ 17,400.00 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 \$230,215.00 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 \$230,215.00.

4. **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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **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.
7. **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.
8. **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**

**INFRATECH ENGINEERS & INNOVATORS, LLC**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

Anwar Zahid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agent- Printed Name

President & CEO

ATTEST:

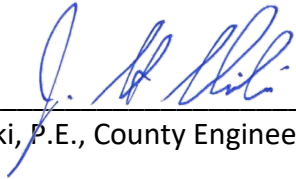
\_\_\_\_\_  
Title

02/11/2026

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
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)



**APPENDIX A**  
**SUPPLEMENTAL SCOPE OF SERVICES**  
**infraTECH Engineers & Innovators, LLC**

January 23, 2026

Xavier Williams  
Eng. Civil Engineer I.  
Tetra Tech  
575 N. Dairy Ashford  
Houston, TX 77079

RE: Fort Bend Parkway Sound Wall  
Project No. 20219x – Phase 2  
WBS# N-FBCBW8-003-3  
Supplemental Scope and Fee

Dear Mr. Williams,

infraTECH Engineers & Innovators, LLC (infraTECH) respectfully submits this summarized supplemental Scope of Work (SOW) and Level of Effort (LOE) for the above-referenced project due to the need for Subsurface Utility services. The total supplemental fee proposal is in the amount of \$17,400.00.

Infrastructure Engineering, Inc. will provide Subsurface Utility services as a subconsultant to support preliminary engineering efforts and to identify existing utilities and potential conflicts within the project limits. This supplemental work includes performing three (3) Quality Level A test holes within the project area, along with all associated Quality Level B utility locates.

Supplemental work will require additional time to complete all necessary tasks prior to bidding on the subject project. Therefore, we are requesting a time extension to December 31, 2027. If you have any questions or require additional information, please do not hesitate to contact me at [ramendra.das@infrotech-us.com](mailto:ramendra.das@infrotech-us.com) or 346-561-1082.

Sincerely,

A handwritten signature in blue ink that reads "Ramendra N. Das".

Ramendra Das, PE  
Senior Engineer

cc: Syed S. Haq, PE, infraTECH



December 29<sup>th</sup>, 2025

Ramendra Das, PE, PTOE  
11111 Wilcrest Green Drive, Suite 410  
Houston, TX 77042

Re: Proposal for Subsurface Utility Engineering (SUE) Services for Fort Bend County Project - 20219x Fort Bend Parkway Soundwall

Dear Mr. Das,

Infrastructure Engineering Inc. (IEI) appreciates this opportunity to submit a scope and fee proposal to provide subsurface utility engineering services to infraTECH for the project referenced above.

### **PROJECT UNDERSTANDING**

infraTECH is leading the engineering design for the construction of a sound wall for the Fort Bend Parkway project at the intersection of Beltway 8 and Hillcroft Avenue. The project is intended to mitigate traffic noise impacts to adjacent residential and commercial areas resulting from high traffic volumes along the Parkway and connecting facilities.

### **SCOPE OF SERVICES**

Infrastructure Engineering, Inc. will provide Subsurface Utility Engineering services to support preliminary engineering and identify existing utilities and potential conflicts within the project limits. The base scope of work involves performing three (3) quality level A test holes in the project area along with all associated quality level B locates.

SUE Quality Level A Test holes will be excavated via non-destructive vacuum excavation. In order to perform the field work, the following will also be completed: contact Texas One Call agency to notify of digging intent and perform on-site field inspection and designate the desired utility to determine exact location. Air-vacuum excavation will be utilized to determine orientation, size, depth, material and condition of the intended utility. The test holes will then be surveyed and tied into the survey completed by others for the project. Signed and sealed Test Hole Data Sheets will be produced for the excavated locations, depicting top, side and plan views, and detailing survey information as well as size, material and depth of utilities found.

Designating Effort (Quality Level "A", "B"):

- a. Select and employ the appropriate suite of industry of standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed
- b. Interpret the surface geophysics and mark the indications of utilities with paint on the ground surface for subsequent depiction on deliverable utility maps. The existing utilities will be designated within the project limits as shown in the subsequent attachments.
- c. Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and



discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities.

- d. Perform up to 3 test holes as base services and three test holes as supplemental services.
- e. Survey the locations of all performed test holes.

**DELIVERABLES**

IEI will deliver the following electronically:

- Digital CADD file in Auto CAD or MicroStation format in 1:1 model space suitable for 1-inch = 20-foot drawings with call outs showing the SUE Quality Levels A differentiated by symbology according to Fort Bend County standards.
- Signed and sealed Quality Level A Test Hole Data Sheets for excavated locations. Assumed 3 locations for cost proposal. Additional test holes can be completed at the rates shown on the fee estimate table.

**CLIENT RESPONSIBILITIES**

The following items are not included in our fee proposal and are assumed to be furnished by the Client:

- Provide topographic survey CAD files for the site and temporary benchmark locations.
- Topographic and boundary survey.
- Roadway and soundwall CAD files and latest PDF plan set showing proposed improvement locations for coordination with utility companies.

**EXCLUSIONS**

Items excluded from the IEI Scope of Services:

- Topographic surveying and establishing benchmarks.

**FEES**

IEI estimates an overall engineering fee not the exceed:

SUE Quality Level A and B Services (3 test holes @ \$5,800 each, including traffic control and mobilization)	\$ 17,400
<b>TOTAL FEE</b>	<b>\$17,400</b>

Thank you again for this opportunity. If you have any questions or require additional information, please feel free to contact me at any time.

Regards,

Corbin Doss, P.E.  
Houston Office Team Leader

ITEM NO.	Infrastructure Engineering Services Beltway 8 and Hillcroft Avenue - QLA Services 1/17/2025	Hourly Rate \$ 225.00	SUE Manager	Utility Technician	Sr. CADD Technician	2 Person SUE Crew	3 Person SUE Crew	12 Person SUE Crew	Administrative	Total Hours	SUE Quantity	SUE Fee / Direct Expense	Task Budget
<b>TASK</b>													
<b>SUBSURFACE UTILITY ENGINEERING SERVICES</b>													
<b>QUALITY LEVEL B (QL-B)</b>													
1	Records Research		2							2.0		\$ 450.00	
2	Project Safety Meetings / Coordination									0.0		\$ -	
3	Level B Designating				8.0					8.0		\$ 1,640.00	
4	Survey QL-B Designation Locations									0.0		\$ -	
5	Prepare Deliverables									1.0		\$ 225.00	
6	QA/QC		1							0.0		\$ -	
	Total Hours QL-B		3.0	0.0	0.0	8.0	0.0	0.0	0.0	11.0	0.0	0.0	
	Total Fee for QL-B Services		\$ 675.00	\$ -	\$ -	\$ 1,640.00	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 2,315.00
<b>QUALITY LEVEL A (QL-A)</b>													
1	Project Safety Meetings		1.0	1.0		1.0				3.0		\$ 565.00	
2	Permit Coordination / Acquisition									0.0		\$ -	
3	Prepare Deliverables		2.0	4.0	4.0					10.0		\$ 1,470.00	
<b>Locating / Test Holes</b>													
	Depth of test hole 0 to 5 feet											\$ 1,750.00	\$ -
	Depth of test hole 5 to 8 feet											\$ 2,150.00	\$ -
	Depth of test hole 8 to 11 feet									3.0		\$ 2,550.00	\$ 7,650.00
	Depth of test hole 11 to 15 feet											\$ 2,850.00	\$ -
	Mobe / Demobe (each)									1.0		\$ 800.00	\$ 800.00
<b>DIRECT EXPENSES</b>													
	Asphalt / Concrete Coring and Pavement Repair (each)										2	\$ 550.00	\$ 1,100.00
	Remove / Install Concrete Sidewalk (each)											\$ 4,500.00	\$ -
	Permits from ROW Owner (each)											\$ 650.00	\$ -
	Traffic Controls (per day)										1.0	\$ 3,500.00	\$ 3,500.00
	Total Hours QL-A		3.0	5.0	4.0	1.0	0.0	0.0	0.0	13.0			
	Total Estimated Fee for QL-A Services		\$ 675.00	\$ 675.00	\$ 480.00	\$ 205.00	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 15,085.00
	Total Estimated Fee for SUE Services		\$ 1,350.00	\$ 675.00	\$ 480.00	\$ 1,845.00	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 17,400.00