

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND    §

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

**THIS SECOND AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Isani Consultants, L.P., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on October 7, 2014, (hereinafter "Agreement"), as amended by document executed on June 27, 2017, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional twenty-seven thousand six hundred twenty-four dollars and 02/100 (\$27,624.02) for additional design services as described in Proposal No. 14PV59 dated June 26, 2019 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed six hundred forty-two thousand eight hundred seventy-five dollars and 02/100 (\$642,875.02), authorized as follows:
  - \$565,441.00 under the Agreement;
  - \$49,810.00 under the Amendment; and
  - \$27,624.02 under this Second Amendment.
3. The parties agree that the Time of Performance under the Agreement shall hereby be extended to end no later than September 30, 2021.
4. In no case shall the amount paid by the County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without further written agreement.

5. Certain State Law Requirements for Contracts:

A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Except as provided herein, the parties agree that all terms and conditions of the Agreement and the Amendment shall remain unchanged.

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FORT BEND COUNTY

ISANI CONSULTANTS, LP

KP George  
KP George, County Judge

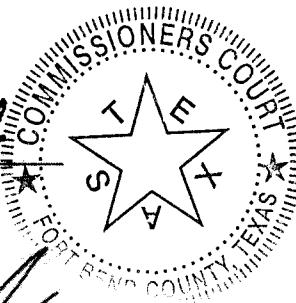
Bobby V.P. Singh  
Bobby V.P. Singh, Principal

August 27, 2019  
Date

8/14/19  
Date

ATTEST:

Laura Richard  
Laura Richard, County Clerk



APPROVED:

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$642,875.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant  
Robert Ed Sturdivant, County Auditor

H:\Marcus\Agreements\Engineering\Road Construction\Williams Way\Amend 2 - Williams Way\isani.docx 8/9/2019

# EXHIBIT A

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**"EXHIBIT A" – Amendment for Construction Phase Services**

**Amendment No. 2**

**Williams Way Boulevard**

From FM 762 to US 59 NB Frontage Road

Fort Bend County has requested a Proposal for the amendment of Construction Phase Services for the Proposed Williams Way Boulevard Project.

**DESIGN SERVICES:**

See the attached Additional Scope of Services along with the Level of Effort for the additional **design services** during the **Construction Phase**.

**COMPENSATION:**

The proposed total compensation for the above Scope of Services is a lump sum amount of \$ 23,817.00.

**CONSTRUCTION PHASE SERVICES:**

1. Reviewing and providing response for the RFI's
2. Reviewing and providing response for the Submittals
3. Providing change of drawings depending upon the RFI's received for the project
4. Preparation of Record Drawings

**COMPENSATION:**

The proposed total compensation for the above Scope of Services is a lump sum amount of \$ 3,807.02.

The proposed total compensation for the above Scope of Services is a lump sum amount of \$ 27,624.02.

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**"EXHIBIT A" – Scope of Services (Additional Scope)**

**Williams Way Boulevard**

**From FM 762 to US 59 NB Frontage Road**

Fort Bend County has requested a Proposal for Revising the Design and Construction Plans for the Proposed Williams Way Boulevard Project at US 59 NB Frontage Road to make proper tie-in to Proposed Williams Way Boulevard constructed by TxDOT and to update the drawings per the proposed driveways and left turn lanes design for Williams Elementary School.

**SCOPE OF SERVICES:**

**The Scope of Services includes the following revisions as discussed:**

1. Design proposed pavement extension to tie-in to Proposed Williams Way Boulevard constructed by TxDOT (approximately 390 linear feet), including NB and SB lanes and median.
2. Provide updated drawings / plans for the following:
  - Roadway and Drainage Plan and Profile
  - Signing and Pavement Marking
  - Storm Water Pollution Prevention
  - Traffic control
  - Other sheets as applicable
3. Provide additional construction cost for the revision.
4. Coordination with TxDOT for obtaining the permit and final confirmation on the proposed design.
5. The files for the proposed design provided by TxDOT (including existing and proposed by TxDOT) will be used for showing proposed tie-in to the existing pavement. All the elevations will match existing. No additional survey will be performed.
6. Provide flush median along the existing pavement constructed by TxDOT.
7. Use the existing concrete pavement constructed by TxDOT and propose concrete pavement for additional pavement as required for the boulevard section.
8. Revise driveway locations (proposed driveways 1, 2 and 3) for the Williams Elementary School per the attached Exhibit.

9. Revise design to include modifying Left Turn Lane to Williams Elementary School Proposed driveway no. 2 and add Left Turn Lane to Proposed driveway no. 3.

**SCHEDULE:**

Estimated time to complete the Revision of Drawings from Notice to Proceed is **Two (2) weeks.**

**COMPENSATION:**

The proposed total compensation for the above Scope of Services is a lump sum amount of **\$ 23,817.00.**

WILLIAMS WAY BOULEVARD  
 FROM FM 762 TO US 59 NB FRONTAGE ROAD  
 ISANI CONSULTANTS, L.P. PROPOSAL - June 26, 2019 (v1: April 05, 2018)  
 REVISED DESIGN AT US 59 and FM 762\_LEVEL OF EFFORT



EXHIBIT B

Employee Classification	No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Total Labor Hrs & Costs	Total	
Contract Rate Per Hour		\$180.00	\$159.00	\$150.00	\$129.00	\$84.00	\$78.00	\$48.00			
<b>NO.</b>	<b>LEVEL OF EFFORT: SUMMARY</b>			<b>LEVEL OF EFFORT (ESTIMATED HOURS)</b>							
<b>REVISED DESIGN AT US 59</b>											
1	Horizontal Design/Alignments (Roadway & Drainage)		1	2	8				11	\$ 1,491.00	
2	Demolition Plans	1			2		4		6	\$ 570.00	
3	Traffic Control Plans	2	2	4	8	12	16		42	\$ 4,206.00	
4	Roadway Plan and Profile Sheets	1	2	2	8	4	12		28	\$ 2,922.00	
5	Signing and Pavement Marking Plans	1	2	1	4	4	8		19	\$ 1,944.00	
6	Storm Water Pollution Prevention Plans	1		1	1	2	4		8	\$ 759.00	
7	Project Calculations and Earthwork Calculations			1	4		4		9	\$ 978.00	
8	Specifications and Construction Cost Estimate		1		4				5	\$ 675.00	
9	Project Meetings and Project Management		2		2			2	6	\$ 672.00	
10	Coordination with TxDOT		8		4				12	\$ 1,788.00	
SHEETS/HOURS SUB-TOTALS		6	0	18	11	45	22	48	2	146	
SUB-TOTAL										\$ 16,005.00	
<b>REVISED DESIGN AT WILLIAMS ELEMENTARY SCHOOL</b>											
1	Horizontal Design/Alignments (Roadway & Drainage)			1	2				3	\$ 408.00	
2	Revised Design to include Left Turn Lanes and driveways for the Williams Elementary School		1	1	8				10	\$ 1,341.00	
3	Roadway Plan and Profile Sheets	2	1	2	8	4	16		31	\$ 3,075.00	
4	Signing and Pavement Marking Plans	1	1	1	4		8		14	\$ 1,449.00	
5	Specifications and Construction Cost Estimate		1		4				5	\$ 675.00	
6	Project Meetings and Project Management		3		3				6	\$ 864.00	
SHEETS/HOURS SUB-TOTALS		3	0	7	5	29	4	24	0	69	
SUB-TOTAL										\$ 7,812.00	
SHEETS/HOURS TOTALS		9	0	25	16	74	26	72	2	215	
GRAND TOTAL FOR THE REVISION										\$ 23,817.00	

# WORK SHEET FOR CONSTRUCTION PHASE SERVICES

Fort Bend County Engineering Department  
 Attn: Stacy Slawinski, P.E.  
 301 Jackson Street  
 Richmond, Texas 77469

Project: Williams Way Boulevard  
 From FM 762 to US 59 NB Frontage Road  
 Precinct 1, FBC Project No. 13114

Working Period From: October 01, 2018      Working Period To: June 07, 2019

Personnel	Title	Hours	Salary Rate	Amount Due
				Authorized Amount: \$29,300.00
				Previously Invoiced Amount: \$24,225.53
Ramakanth Soudari, PE	Sr. Project Engineer	32.00	\$ 150.00	\$ 4,800.00
IS Engineers (Bridge Consultants)				\$ 2,004.49
KBH Traffic Engineering (Traffic Signal Consultants)				\$ 1,000.00
Subtotal				\$ 7,804.49
<b>Reimbursables</b>				
Site Visit / Coordination Meeting (110 miles @ \$0.50 per Mile)				Subtotal \$ -

<b>Remaining Balance:</b>	\$ 5,074.47
<b>Additional Amount for Amendment:</b>	\$ 2,730.02

# WORK SHEET FOR CONSTRUCTION PHASE SERVICES

Fort Bend County Engineering Department  
 Attn: Stacy Slawinski, P.E.  
 301 Jackson Street  
 Richmond, Texas 77469

Project: Williams Way Boulevard  
 From FM 762 to US 59 NB Frontage Road  
 Precinct 1, FBC Project No. 13114

Personnel	Title	Hours	Salary Rate	Amount Due
				<b>Authorized Amount: \$</b>
Vincent Jacob, PE	Managing Engineer	1.00	\$ 165.00	\$ 165.00
Ramakanth Soudari, PE	Sr. Project Engineer	4.00	\$ 150.00	\$ 600.00
Lawrence Pham	CAD Technician	4.00	\$ 78.00	\$ 312.00
				Subtotal \$ <b>1,077.00</b>
<b>Reimbursables</b>				
Site Visit / Coordination Meeting (110 miles @ \$0.50 per Mile)				
				Subtotal \$ -

**Total Invoice Amount Due: \$ 1,077.00**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Isani Consultants, L.P.  
 Houston, TX United States

Certificate Number:  
 2019-527822

Date Filed:  
 08/12/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

Date Acknowledged:  
 08/27/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

13114  
 Williams Way Boulevard, Professional Engineering Services, Second Amendment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)