

STATE OF TEXAS §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Isani Consultants, L.P. – SOQ 14-025)

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 Isani Consultants, L.P. (“Isani Consultants”), a Texas limited partnership. County and Isani Consultants are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on May 11, 2021 (the "Agreement") for Professional Engineering Services for improvements to Benton Road under the 2020 Mobility Bond Project No. 20104 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on April 11, 2023 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Isani Consultants, to increase the total Maximum Compensation for the completion of such services, 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 Isani Consultants an additional Ten Thousand Fifteen and 00/100 Dollars (\$10,015.00) for the performance and completion of additional services as described in Isani Consultants' Proposal for Supplemental Engineering Services, dated November 12, 2024, (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Isani Consultants understands and agrees that the Maximum Compensation payable to Isani Consultants for Services rendered under this Agreement is hereby increased to an amount not to exceed Eight Hundred Ninety-One Thousand Seven Hundred Eighty-Seven and 00/100 Dollars (\$891,787.00) authorized as follows:

\$869,746.00 under the Agreement;
\$ 12,026.00 under the First Amendment; and
\$ 10,015.00 under this Second Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Isani Consultants 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 Eight Hundred Ninety-One Thousand Seven Hundred Eighty-Seven and 00/100 Dollars (\$891,787.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Isani Consultants does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Isani Consultants may become entitled to and the total maximum sum that County may become liable to pay to Isani Consultants under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eight Hundred Ninety-One Thousand Seven Hundred Eighty-Seven and 00/100 Dollars (\$891,787.00).

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, Isani Consultants hereby verifies that Isani Consultants 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, Isani Consultants 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, Isani Consultants 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, Isani Consultants 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.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ISANI CONSULTANTS 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.

{EXECUTION PAGE FOLLOWS}

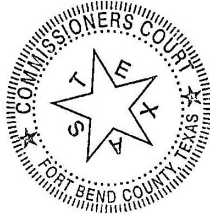
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

May 29, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



ISANI CONSULTANTS, L.P.

Murthy Made
Authorized Agent – Signature

Murthy Made
Authorized Agent- Printed Name

Project Manager
Title

4/30/2025
Date

APPROVED:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 891,787.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

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EXHIBIT A-2

November 12, 2024

Mr. Kevin Mineo, P.E.
Vice President - Transportation
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Subject: Fort Bend County Mobility Bond Program
FBC Project Number: 20104
Proposal for Supplemental Engineering Services at the Big Creek development

Dear Mr. Mineo:

Per your request, Isani is pleased to provide this fee proposal for the captioned supplemental services.

PROJECT SCOPE

- a. Provide a left turn lane, median opening, and tie into the proposed Big Creek development.
- b. Coordination with Big Creek development and engineer.

The total proposed supplemental lump sum fee for professional engineering services will be \$10,015.00.

Please review and let me know if you have any comments or clarifications regarding the scope of services submitted.

Sincerely,



Murthy Made, P.E., PMP, ENV SP
Project Manager
Isani Consultants, LP

"EXHIBIT B" - Compensation for Professional Services (Supplemental)

Project Name: Benton Road

Project Limits: From South of Reading Rd to Irby Cobb Boulevard

FBG Project Number: 20104 | Isani Project Number: 21PV102



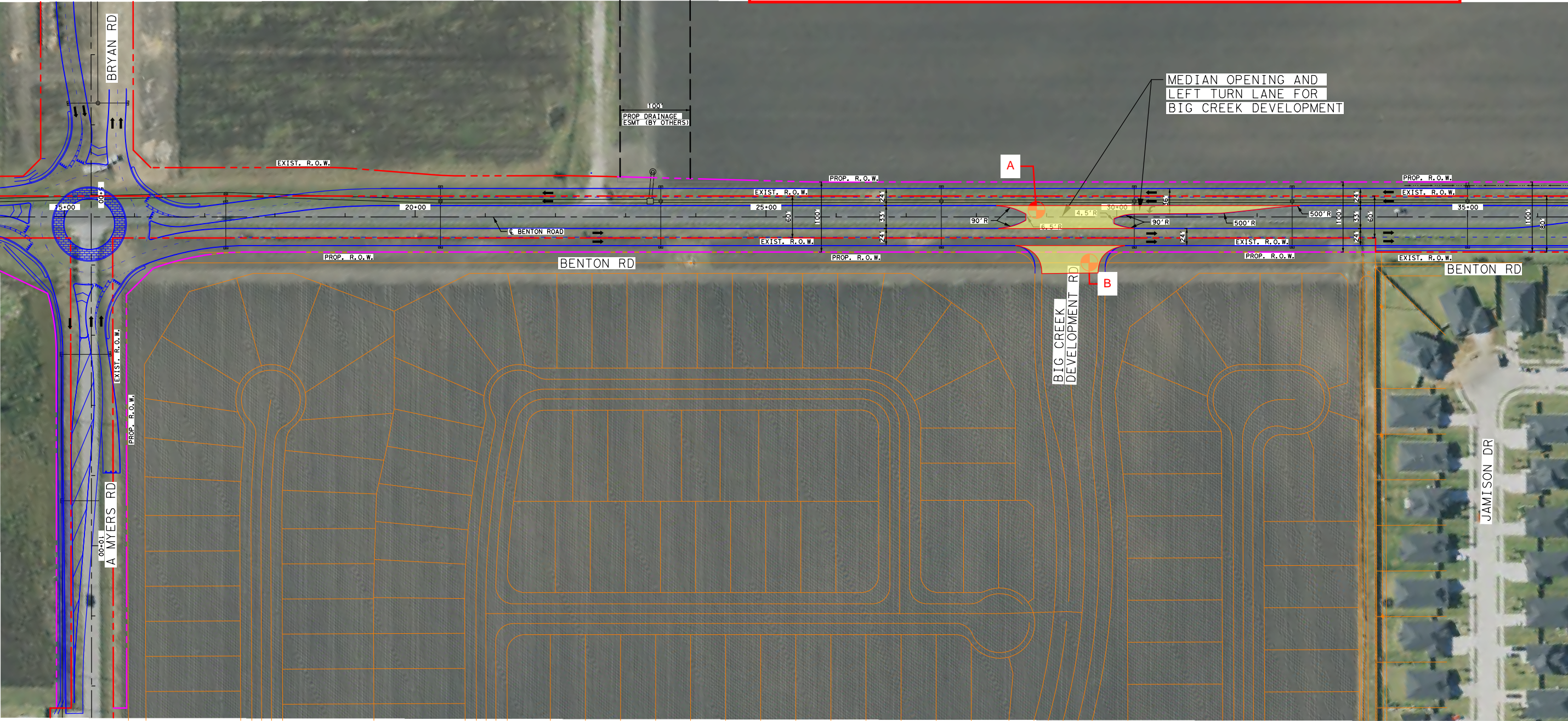
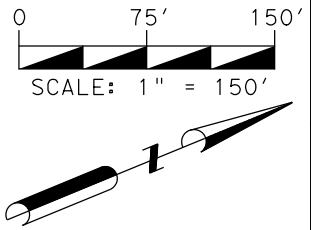
EXHIBIT B

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			\$240.00	\$185.00	\$165.00	\$150.00	\$120.00	\$105.00	\$84.00		
NO.	LEVEL OF EFFORT: SUMMARY	LEVEL OF EFFORT (ESTIMATED HOURS)									
SUPPLEMENTAL DESIGN (TASKS)											
BIG CREEK DEVELOPMENT											
1	Coordination with Big Creek development and Engineer			4		8	8			20	\$ 2,900.00
2	To propose a Left Turn Lane and median opening	1		2		8	8	8		26	\$ 3,370.00
3	Intersection Layout (Benton Rd at Big Creek Development Street)	1		2	1	8	8	10		29	\$ 3,745.00
	SHEETS SUB-TOTALS	2	0	8	1	24	24	18	0	75	
	TOTAL LABOR COSTS		\$0.00	\$1,480.00	\$165.00	\$3,600.00	\$2,880.00	\$1,890.00	\$0.00		\$ 10,015.00
	% DISTRIBUTION OF STAFFING		0.00%	10.67%	1.33%	32.00%	32.00%	24.00%	0.00%	100.00%	
	TOTAL ESTIMATE FOR SUPPLEMENTAL										\$ 10,015.00

PROPOSED SCOPE FOR REVERA DEVELOPMENT ACCESS

- A: Left Turn Lane and Median Opening
- B: Driveway Entrance

Accounts for Site Preparation and Earthwork, Subgrade & Paving, Drainage, Traffic Control Plan and Signing & Pavement Marking as shown on Cost Estimate prepared by Isani Consultants dated October 3, 2024.



FORT BEND COUNTY
ENGINEERING DEPARTMENT



ISANI
civil \ design \ engineers
10448 Westoffice Drive
Houston, TX 77042
P 713 747 2399 F 713 748 3748
TBPE Firm Registration #4575

PROJECT TITLE: BENTON ROAD			
DRAWN BY: K.S.	SOUTH OF READING ROAD TO IRBY COBB BLVD		JOB NO: 20104
CK'D BY: M.M	MEDIAN OPENING & LEFT TURN LANE AT		FILE NAME:
SCALE: 1"=150'	BIG CREEK DEVELOPMENT EXHIBIT		FILE NO:
DATE: 11/8/2024	APPROVED BY:		SHEET NO: 1 OF 1

Item No.	FBC Identifier	Spec Used	Spec No.	Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
							(\$)	(\$)
A				<u>Site Preparation and Earthwork</u>				
1	H00104001	HC	104	Remove Old Concrete(Pavement)	SY	200	x 11.00	= 2,200.00
2	H00465001	HC	465	Remove And Dispose Of Existing Concrete Or Metal Pipe (All Sizes)	LF	120	x 15.00	= 1,800.00
3	H00495008	HC	495	Removing Old Structures – SET (All Depths)	EA	2	x 640.00	= 1,280.00
4	H00500002	HC	500	Remove & Relocate Signs	EA	2	x 280.00	= 560.00
5	H00540001	HC	540	Remove And Dispose Of Existing Asphaltic Surface And Base Material (All I	SY	450	x 6.00	= 2,700.00
Subtotal of A								<u>\$8,540.00</u>
B				<u>Subgrade & Paving</u>				
6	H00220002	HC	220	Lime Treatment (8" Depth)	SY	850	x 3.00	= 2,550
7	H00221001	HC	221	Hydrated Lime (Slurry) or Commercial Lime Slurry	TON	22	x 200.00	= 4,400
8	H00360001	HC	360	Concrete Pavement (8")	SY	700	x 60.00	= 42,000
9	H00530007	HC	530	Reinforced Concrete Curb	LF	40	x 6.25	= 250
10	H00530009	HC	530	Reinforced Concrete Driveway (8")	SY	100	x 75.00	= 7,500
11	H00530016	HC	530	ADA Ramp - Type 7	EA	2	x 1,500.00	= 3,000
Subtotal of B								<u>\$59,700.00</u>
C				<u>Drainage</u>				
12	H00460004	HC	460	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	LF	120	x 75	= 9,000
13	H00472006	HC	472	Type C Inlet	EA	2	x 3,500.00	= 7,000
14	H004720XX	HC	472	Grate Inlet	EA	1	x 2,500.00	= 2,500
Subtotal of C								<u>\$18,500.00</u>
D				<u>Traffic Control Plan</u>				
15	H00665003	HC	665	Traffic Control Plan	LS	1	x 2,000.00	= 2,000.00
Subtotal of D								<u>\$2,000.00</u>
E				<u>Signing & Pavement Marking</u>				
16	H00624001	HC	624	Signing & Pavement Marking	LS	1	x 2,000.00	= 2,000.00
Subtotal of E								<u>\$2,000.00</u>
Total								<u>\$90,740.00</u>
Contingency (15%)								<u>\$13,611.00</u>
Grand Total (Items A-E)								<u>\$104,351.00</u>
Consultant (Isani) fee								<u>\$12,522.12</u>
Grand Total Including Consultants fee								<u>\$116,873.12</u>

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, LP
Houston, TX United States

Certificate Number:
2025-1303008

Date Filed:
04/30/2025

Date Acknowledged:
05/27/2025

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

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.

Project# 20104
Professional Engineering Services for Benton Road from South of Reading Road to Irby Cobb Blvd

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)