

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Mobility Bond Projects – All Precincts)

THIS FIRST AMENDMENT (“First Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Entech Civil Engineers, Inc. (“Contractor”), a Texas Corporation. 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 February 13, 2024 (the “Agreement”) for civil engineering, construction management and inspection services for all Mobility Bond Projects; and

WHEREAS, County has determined that this Agreement, as amended, is for personal or professional engineering services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, by execution of this First 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, 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 Seven Hundred Ninety-Four Thousand One Hundred and 00/100 Dollars (\$794,100.00) for the performance and completion of additional services provided in the Contractor’s Proposal attached hereto as Exhibit “A-1” (the “Services”) and incorporated by reference for all intents and purposes.
2. **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 One Million Three Hundred Ninety Thousand One Hundred Forty and 00/100 Dollars (\$1,390,140.00) authorized as follows:

\$596,040.00 under the Agreement; and
 \$794,100.00 under the First 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 \$1,390,140.00 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 \$1,390,140.00.

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, 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 First Amendment 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 First Amendment 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 First Amendment 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.
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 FIRST 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.
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 First 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 First 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.

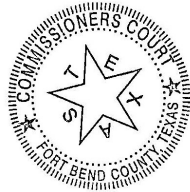
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FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

June 10, 2025
Date



ATTEST:
Laura Richard
Laura Richard, County Clerk

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

ENTECH CIVIL ENGINEERS, INC.

Ovidio N. Alanis
Authorized Agent – Signature

Ovidio N. Alanis

Authorized Agent- Printed Name

Executive Vice President

Title

5/20/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,390,140.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

EXHIBIT A-1

(Scope of Work Follows Behind)

March 27, 2025

Mr. J Stacy Slawinski, P.E.
Fort Bend County Engineer
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

Re: Entech CEI Contract Services

Dear Mr. Slawinski:

For your review and approval, Entech Civil Engineer's, Inc. is pleased to submit this proposal letter, for general Construction Engineering and Inspection (CEI) services, as requested based on our meeting on March 15, 2025. Our understanding of the first project assignment is as follows:

Project Start and Duration

This contract is to provide CEI services for Fort Bend County, continue with Front Street Project (additional projects to be assigned) beginning April 1, 2025, and ending April 1, 2026, a period of performance of one year.

Scope of Work

All work performed shall be in accordance with the "Construction Inspection Duties" Manual, and under the direction of Fort Bend County Engineer.

Construction Engineering and Inspection Services

Resident and Project Engineers are responsible for the following:

- Meetings and Briefings
- Schedules – Look Ahead
- Contractor Submittals and RFI's
- Change Orders
- Estimates and Invoices
- Coordination with Design Program Manager (Design Revisions)
- Review and approval of Daily Work Report

Inspection Staff are responsible for the following:

- Measure quantities installed by the contractor and record in a daily report
- Photograph contractor's progress and attach to the daily report
- Monitor quality control and quality assurance material field testing for concrete, steel, asphalt, and soils as needed
- Monitor contractor's work for safety violations and report to contractor and supervisor

- Attend meetings that facilitate open communication and problem resolution between the contractor, client, and stakeholders
- Complete final inspections to ensure contract completion and closeout
- Perform other duties as assigned

Labor Rates and Expenses

Classification	Raw Rate	Multiplier	Billing Rate	Monthly Hours (Estimated)	Monthly Total	Total Months	Total
Field Staff							
Resident Engineer	\$78.00	2.5	\$195.00	160	\$31,200.00	12	\$374,400.00
Inspector III	\$48.00	2.5	\$120.00		\$0.00	12	\$0.00
Inspector III – (OT)	\$72.00	2.5	\$180.00		\$0.00	12	\$0.00
Inspector IV	\$57.00	2.5	\$142.50	160	\$22,800.00	12	\$273,600.00
Inspector IV - (OT)	\$85.50	2.5	\$213.75	20	\$4,275.00	12	\$51,300.00
Office Staff							
Project Engineer	\$58.00	3	\$174.00	16	\$2,784.00	12	\$33,408.00
Scheduler	\$58.00	3	\$174.00	8	\$1,392.00	12	\$16,704.00
Administrator	\$26.00	3	\$78.00	8	\$624.00	12	\$7,488.00
Other Direct Expenses							
Expense	Raw Rate	No Multiplier	Billing Rate	# of Items	Monthly Total	Total Months	Total
Vehicle Allowance	\$1,350.00		\$1,350.00	2	\$2,700.00	12	\$32,400.00
Cell Phone w/ Data Plan	\$100.00		\$100.00	2	\$200.00	12	\$2,400.00
Computer w/ Field Access to Internet	\$100.00		\$100.00	2	\$200.00	12	\$2,400.00
TOTAL					\$66,175.00	12	\$794,100.00

Level of Effort

We appreciate the opportunity to provide you with this proposal and look forward to working with your department and serving Fort Bend County. If you have any questions or need additional information, please call me at 281-945-0069 or email me at mponce@entechhou.com.

Sincerely,



Michael Ponce, P.E.
Executive Vice-President
Entech Civil Engineers

CC.: David Ambriz, P.E.
Claudia Alanis Harris

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.
 Entech Civil Engineers, Inc.
 Houston, TX United States

Certificate Number:
 2025-1312418

Date Filed:
 05/20/2025

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

Date Acknowledged:
 06/10/2025

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.
 24-Eng-100377-A1
 Professional Services - Mobility Bond Project

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)