

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 \$1,290,889.00 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 \$1,290,889.00.

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.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS



KP George, County Judge

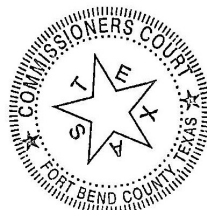
June 25, 2025

Date

ATTEST:



Laura Richard, County Clerk



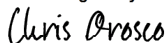
APPROVED:



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

ENTECH CIVIL ENGINEERS, INC.

DocuSigned by:



Authorized Agent – Signature

Chris L. Orosco

Authorized Agent- Printed Name

Vice President


Title

6/6/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,290,889.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.


Robert E. Sturdivant, County Auditor

i:\agreements\2025 agreements\engineering\entech civil engineers, inc (25-eng-100237-a1)\first amendment to agreement - entech.docx - knm

EXHIBIT A-1

(Scope of Work Follows Behind)



Ricefield Road
 Proposal No. 0029-24-001
 May 7, 2025

May 12, 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

Dear Mr. Mineo:

Entech Civil Engineers Inc. (Entech) is pleased to have the opportunity to submit this supplemental proposal for additional engineering services as requested by the Client. The scope of work includes the following:

- Additional project coordination with adjacent projects, including Ricefield Road Segment 1, Benton Road (north and south of Ricefield Road), and Ricefield Road Segment 2.
- Design of the intersection at Ricefield Road and Benton Road, as requested. This includes:
 - Full traffic signal design
 - Proposed storm sewer design
 - Traffic control plans
 - Construction quantities and cost estimates
 - Signing and pavement marking plans
 - Drainage area maps

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	\$72,887.00
Total Contract Amount	\$1,290,889

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

Prime: Entech Civil Engineers, Inc.

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
Construction Cost Estimate: -

Project Management	\$ 6,736.00
Pre-Design (Study) Phase	\$ 5,224.00
Design Phase	\$ 18,825.00
Design Phase Traffic Signal	\$ 42,102.00
Subtotal Basic Services	\$ 72,887.00
TOTAL SERVICES (BASIC)	\$ 72,887.00

Project Name	Ricefield Road Seg. 1 From FM 2977 to Benton Road
Consultant	ENTECH CIVIL ENGINEERS, INC.
Unique Project Number (UPIN)	23222x
Date	2025-05-12

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)	8	4	16				28	2	14
SUBTOTAL PROJECT MANAGEMENT	8	4	16	0	0	0	28		
HOURS SUB-TOTALS	8	4	16	0	0	0	28		
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	\$ 936.00	\$ 3,120.00	\$ -	\$ -	\$ -	\$ 6,736.00		
% DISTRIBUTION OF STAFFING	39.79%	13.90%	46.32%	0.00%	0.00%	0.00%	100%		

Project Management	\$ 6,736.00
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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
PRE-DESIGN (STUDY) PHASE									
Roadway Study									
PLAN & PROFILE SHEETS (30%) (1 SHTS @ 1"=40')	2	1	3	3	1		10	1	10.0
TRAFFIC CONTROL PLAN (CONCEPT)		1	2	5			8	1	8.0
PROPOSED STORM SEWER LAYOUT		2	2	4			8	1	8.0
QUANTITIES/COST ESTIMATE		1	1	2			4	1	4.0
SUBTOTAL PRE-DESIGN (STUDY) PHASE	2	5	8	14	1	0	30		
HOURS SUB-TOTALS	2	5	8	14	1	0	30		
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	\$ 670.00	\$ 1,170.00	\$ 1,560.00	\$ 1,680.00	\$ 144.00	\$ -	\$ 5,224.00		
% DISTRIBUTION OF STAFFING	12.83%	22.40%	29.86%	32.16%	2.76%	0.00%	100%		

Study Phase - Basic Services	\$ 5,224.00
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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	2025-05-12

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
ROADWAY DESIGN PHASE									
Plan Sheets									
GENERAL NOTES SHEET(S)		1	2	2			5	1	5.0
INTERSECTION LAYOUT		5	14	13	7		39	1	39.0
DRAINAGE AREA MAPS (EXIST & PROP Plans)		2	5	5	2		14	1	14.0
HYDRAULIC DATA SHEETS		2	6	6	3		17	1	17.0
TRAFFIC CONTROL PLANS		2	8	7	2		19	1	19.0
SIGNING AND PAVEMENT MARKING LAYOUT		1	2	2	2		7	1	7.0
UPDATE QUANTITIES / COST ESTIMATE (70%,95%, 100%)		1	2	2			5	1	5.0
SUBTOTAL PLANS	0	14	39	37	16	0	106		
HOURS SUB-TOTALS	0	14	39	37	16	0	106		
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	\$ -	\$ 3,276.00	\$ 7,605.00	\$ 4,440.00	\$ 2,304.00	\$ -	\$ 17,625.00		
% DISTRIBUTION OF STAFFING	0.00%	18.59%	43.15%	25.19%	13.07%	0.00%	100%		

ROADWAY SUBTOTAL	\$ 17,625.00
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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
TRAFFIC DESIGN PHASE									
TRAFFIC SIGNAL (BENTON@RICEFIELD)									
TRAFFIC SIGNAL PLANS (EXIST. COND/PROP. LAYOUTS, WIRING &PHASING)		8	16	24	93		141		N/A
TRAFFIC SIGNAL GENERAL NOTES AND BASIS OF ESTIMATE		1	2	4	2		9		N/A
TRAFFIC SIGNAL DETAILS SHEETS (INCL STREET SIGN)		1	4	8	16		29		N/A
COORDINATING AND SUBMITTING SERVICE OUTLET LOCATION (SOL) REQUEST	6						6		N/A
PROPOSED TRAFFIC SIGNAL REVISIONS (70%, 95%, 100%)		1	4	8	32		45		N/A
							0		N/A
SIGNING AND PAVEMENT MARKINGS (SPM)									
SPM SUMMARY OF QUANTITIES		1	1	2	4		8		N/A
SPM SMALL SIGN SUMMARY (Ricefield @ Benton)		1	1	2	4		8		N/A
SPM PLAN LAYOUTS (1"=100') (Ricefield @ Benton)		1	4	4	8		17		N/A
PROPOSED SPM REVISIONS (70%, 95%, 100%)		1	2	2	4		9		N/A
HOURS SUB-TOTALS	6	15	34	54	163	0	272		
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	\$ 2,010.00	\$ 3,510.00	\$ 6,630.00	\$ 6,480.00	\$ 23,472.00	\$ -	\$ 42,102.00		
% DISTRIBUTION OF STAFFING	4.77%	8.34%	15.75%	15.39%	55.75%	0.00%	100%		

TRAFFIC SUBTOTAL	\$ 42,102.00
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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	2025-05-12

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

ODE SUBTOTAL	\$ 1,200.00
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PRIME SUMMARY	
TOTAL BASIC SERVICES	\$ 71,687.00
TOTAL OPTIONAL ADDITIONAL SERVICES	
TOTAL OTHER DIRECT EXPENSES	\$ 1,200.00
TOTAL	\$ 72,887.00

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.**

Entech Civil Engineers, Inc.
Houston, TX United States

Certificate Number:
2025-1322590

Date Filed:
06/10/2025

Date Acknowledged:
06/24/2025

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.

23222x

Amendment No. 1 Additional engineering services - with adjacent projects, including Ricefield Road Segment 1, Benton Road (north and south of Ricefield Road), and Ricefield Road Segment 2

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)