

STATE OF TEXAS                               §  
                                                               §  
 COUNTY OF FORT BEND                     §

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**  
**TRAFFIC SIGNAL AT INTERSECTION OF FM 359 AND CANDELA HEIGHTS DRIVE**

(Candela Heights Drive – Project No. 20316x)

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 Amani Engineering, Inc. (“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 June 1, 2021 (the “Agreement”) for a traffic signal at the intersection of FM 359 and Candela Heights Drive for Mobility Bond Project No. 20316x (hereinafter “Services”), pursuant to SOQ 14-025; and

WHEREAS, the Agreement was amended on November 9, 2021 (“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, 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 eight thousand six hundred Dollars and no/100 (\$8,600.00) 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. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement, as amended, is fifty-eight thousand two hundred forty-five dollars and no/100 (\$58,245.00) authorized as follows:

\$42,145.00 under the Agreement; and  
 \$7,500 under the First Amendment; and  
 \$8,600 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 \$58,245.00 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 \$58,245.00.

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 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.

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 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.
6. **Modifications and Conflict.** Except as modified herein, and by any previous amendments, 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.
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 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}**

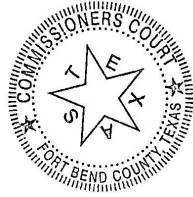
**FORT BEND COUNTY, TEXAS**

KP George  
KP George, County Judge

September 24, 2025  
Date

ATTEST:

Laura Richard  
Laura Richard, County Clerk



**AMANI ENGINEERING, INC.**

Mahesh Dutta  
Authorized Agent – Signature

Mahesh Dutta, P.E., CFM, ENV SP, PACP  
Authorized Agent- Printed Name

Executive Vice President  
Title

8/28/2025  
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 \$ 58,245.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant  
Robert E. Sturdivant, County Auditor

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# **EXHIBIT A-2**

(Follows Behind)



# Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

July 7, 2025

Mr. Kevin Mineo, P.E.  
Binkley & Barfield, Inc.  
1710 Seamist Drive  
Houston, Texas 77008

Re: Fort Bend County 2020 Mobility Bond Program, Project No. 20316x  
Traffic Signal at FM359 at Candela Heights Drive Intersection,  
Supplemental Fee Proposal for Limited Topographic Survey and Traffic Signal Layout Revisions  
Fort Bend County, Precinct 1

Dear Mr. Mineo:

Thank you for the opportunity to provide professional engineering and surveying services for the referenced project. Based on the discussions during the progress meeting on June 26, 2025 and the subsequent meeting on July 7, 2025, we propose the following scope of work, deliverables, exclusions, and fee for our services.

## I. SCOPE OF WORK

- Limited topographic survey at FM359 and Candela Heights intersection to obtain edges of pavement of FM359, roadway, drainage facilities, utility markings, water valves, fire hydrants, power poles, trees and other surface improvements along Candela Heights (east and west of FM359) for upto 100' in each direction. Survey roadside ditches and drainage structures on both sides of FM359 at Candela Heights.
- Revise/update previously prepared traffic signal layout sheet to reflect current site conditions.

## II. DELIVERABLES

- Updated traffic signal layout to be incorporated into the bid documents.

## III. EXCLUSIONS

- Existing right-of-way/boundary survey.
- Extra work not included in our scope

## IV. FEE

Based on the scope of work and deliverables discussed above, we propose a total fee of \$8,600.00, including \$4,600.00 for limited topographic survey and \$4,000.00 for revising the traffic signal layout.

We appreciate this opportunity and look forward to working on this project. Please call me at 713-270-5700, ext. 109, if you have questions concerning this proposal.

Yours sincerely,  
**For Amani Engineering, Inc.**

Mahesh Dutta, P.E., CFM, ENV SP, PACP  
Executive Vice President  
*TBPE Firm Reg. No. F-4528*  
*TBPLS Firm Reg. No. 100282-00*

HPK: md: cw

# 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.**  
 Amani Engineering, Inc.  
 Houston, TX United States

**Certificate Number:**  
 2025-1356489

**Date Filed:**  
 08/28/2025

**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:**  
 09/23/2025

**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.**  
 Project No. 20316x  
 Fort Bend County 2020 Mobility Bond Program, Traffic Signal at FM 359 at Candela Heights Drive Intersection, Limited Topographic Survey and Traffic Signal Layout Revisions, Fort Bend County Precinct 1

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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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)