

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 Amani Engineering, Inc., (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 6, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended on April 26, 2016 (by document hereinafter referred to as "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 seventy-five thousand two hundred forty dollars and no/100 (\$75,240.00) to perform the Hydraulic Impact Study as described in the Fee Proposal dated July 27, 2016 attached hereto as Attachment "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 five hundred thirty-seven thousand eighty-one dollars and no/100 (\$537,081.00), authorized as follows:
 \$425,286.00 under the Agreement;
 \$36,555.00 under the Amendment; and
 \$75,240.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without an agreement executed by the parties.

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

FORT BEND COUNTY

AMANI ENGINEERING, INC.

Robert E. Hebert, County Judge



H. Prasad Kolluru, P.E., President

Date



Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\South Post Oak\Amend 2 - S Post Oak.Amani.docx

ATTACHMENT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

July 27, 2016

VIA EMAIL: rbarnett@ljaengineering.com

Mr. Robert W. Barnett, P.E.
Senior Project Manager
LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, TX 77042

Re: Fee Proposal for Hydraulic Impact Study for the Fort Bend County 2013 Mobility Bond Program, South Post Oak Boulevard from Hunter Green Lane to Trammel Fresno Road, FBC Project No. 13112 (Rev. 2)

Dear Mr. Barnett,

Amani Engineering, Inc. is pleased to provide this revised fee proposal to perform Hydraulic Impact Study for the referenced project. Based on our understanding from the meeting held on 3/23/2016, your e-mail dated 4/5/2016, and our follow up meeting on 5/12/16, we propose the following scope of work, assumptions, exceptions, deliverables, schedule and fee.

I. SCOPE OF WORK:

The scope of services include hydrologic and hydraulic analysis, drainage study for South Post Oak Boulevard from just north of Hunter Green Lane to Trammel Fresno Road, as well as investigate the mitigation requirement for possible future suburban density development of the area east of South Post Oak Boulevard, south of Jasmine Street, west of Kansas Street, and north of Sycamore Road of approximately 150 acres. Refer enclosed Exhibit-A. Amani Engineering will follow City of Houston Infrastructure design manual Chapter 9- Storm water Design Requirements and TP-100 (Design for Storm Sewer General Guidelines) to perform hydraulic impact study.

II. ASSUMPTIONS:

- The project will consist of the construction of a four-lane concrete urban boulevard section from the existing South Post Oak Boulevard; just north of Hunter Green Ln. to the intersection with W. Sycamore Road.
- The concrete boulevard section of South Post Oak Boulevard; will tie into the existing W. Sycamore Road as indicated in the enclosed Exhibit B – Sample of South Post Oak Boulevard – W. Sycamore Road Pavement Tie-in.
- There is no anticipated pavement widening to W. Sycamore Road at this time. Continuing north a two-lane asphalt road with roadside ditches will be constructed from W. Sycamore Road to Trammel Fresno Road. The two-lane asphalt road will be terminated at the south side of the existing Trammel Fresno Road pavement.
- Right-of-way will be acquired to obtain a 100-foot width where ever it is deficient. Anticipated right-of-way is illustrated in the enclosed Exhibit C – Anticipated ROW Acquisition Parcels.
- Fort Bend County to purchase additional property at northeast corner of Sycamore / S Post Oak Boulevard or at southeast corner of Sycamore / S Post Oak Boulevard to provide for the additional detention.
- Master Drainage Plan shall be provided by Fort Bend County for the project area.

Mr. Robert W. Barnett, P.E.
LJA Engineering, Inc.
Engineering Services for FBC 2013 Mobility Bond Program
South Post Oak Blvd. from Hunter Green Ln. to Trammel Fresno Rd., FBC Project No. 13112
July 27, 2016
Page 2 of 3

SCENARIO FOR DETENTION:

Based on the above assumptions the following design scenario shall be considered.

Additional improvements on the side street ditches and provide detention along southeast corner of W. Sycamore and S. Post Oak Blvd. Refer Exhibit D

III. EXCEPTIONS:

- Wetlands Investigations
- Notification to the Texas Historical Commission
- Environmental Site Assessments
- Easement/Off-site Surveys
- SUE Locating Services
- Construction Field Visits and Progress Meetings
- Post Construction Storm Water Management Plan

IV. DELIVERABLES:

Hydraulic Impact Study Report which includes the following items:

1. Project Drainage area map, existing drainage infrastructure and outfall information.
2. Analyze existing system (road side ditches) for a 2 year and 100 year event using HouStorm.
3. Overland flow paths using readily available data such as LiDAR for more accurate determination of ponded areas and flow directions.
4. 2 year storm sewer proposed design with new &/or improved storm sewers and/or inlets.
5. Determine if regional detention or local real-estate is available for mitigation.
6. 100-year impact analysis.
7. Identify mitigation measures and overland flow improvements.
8. Produce Hydraulic data sheets, drainage area maps, and all applicable storm sewer preliminary design documents.

V. SCHEDULE:

8 weeks from Notice to Proceed to Submit Hydraulic Impact Study report.

VI. FEE:

As detailed in enclosed Level of Effort Estimate, we propose a lump sum fee of **\$ 75,240.00**

We appreciate the opportunity to propose on this project. Please call Mr. Satya Yalamanchili, P.E., at 713-270-5700 x 107 or me at 713-270-5700 x 101 if you have questions or need additional information concerning this proposal.

Mr. Robert W. Barnett, P.E.

LJA Engineering, Inc.

Engineering Services for FBC 2013 Mobility Bond Program

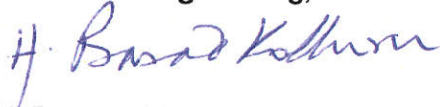
South Post Oak Blvd. from Hunter Green Ln. to Trammel Fresno Rd., FBC Project No. 13112

July 27, 2016

Page 3 of 3

Yours Sincerely,

For Amani Engineering, Inc.



H. Prasad Kolluru, P.E.

President

TBPE Firm Reg. No. F-4528

TBPLS Firm Reg. No. 100282-00

HPK: md: sy

- Enclosures:
- 1) Exhibit A – Drainage Area Boundary
 - 2) Exhibit B – Sample of South Post Oak – W. Sycamore Road Pavement Tie-in
 - 3) Exhibit C - Anticipated ROW Acquisition Parcels
 - 4) Exhibit D – Design Scenario
 - 5) Level of Effort Estimate- (Itemized Effort for Design Scenario)

EXHIBIT-A



Google earth



--- Drainage Area Boundary



EXHIBIT B

SAMPLE OF S. POST OAK BLVD. – W. SYCAMORE ROAD PAVEMENT TIE-IN

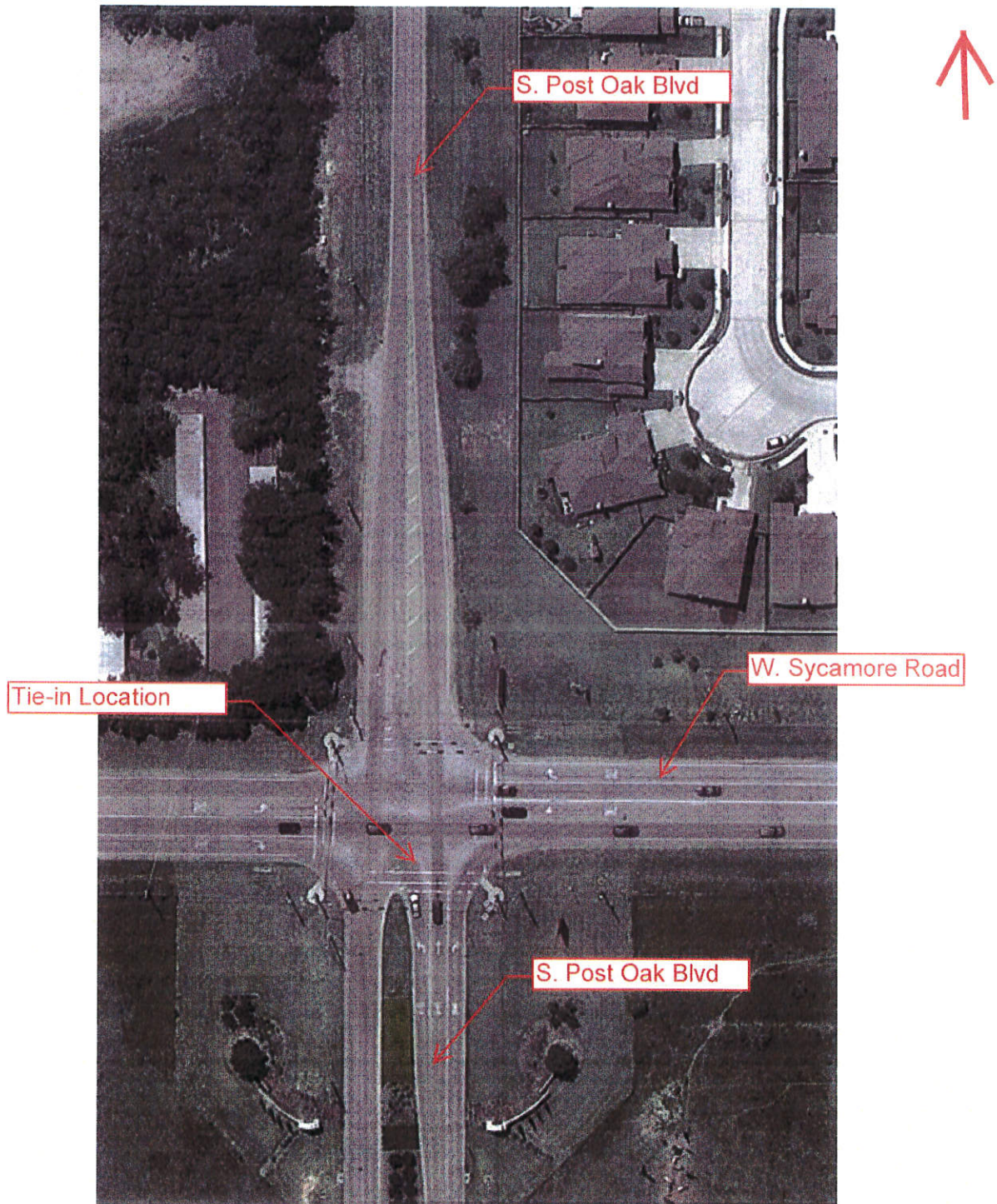


EXHIBIT C

ANTICIPATED ROW ACQUISITION PARCELS

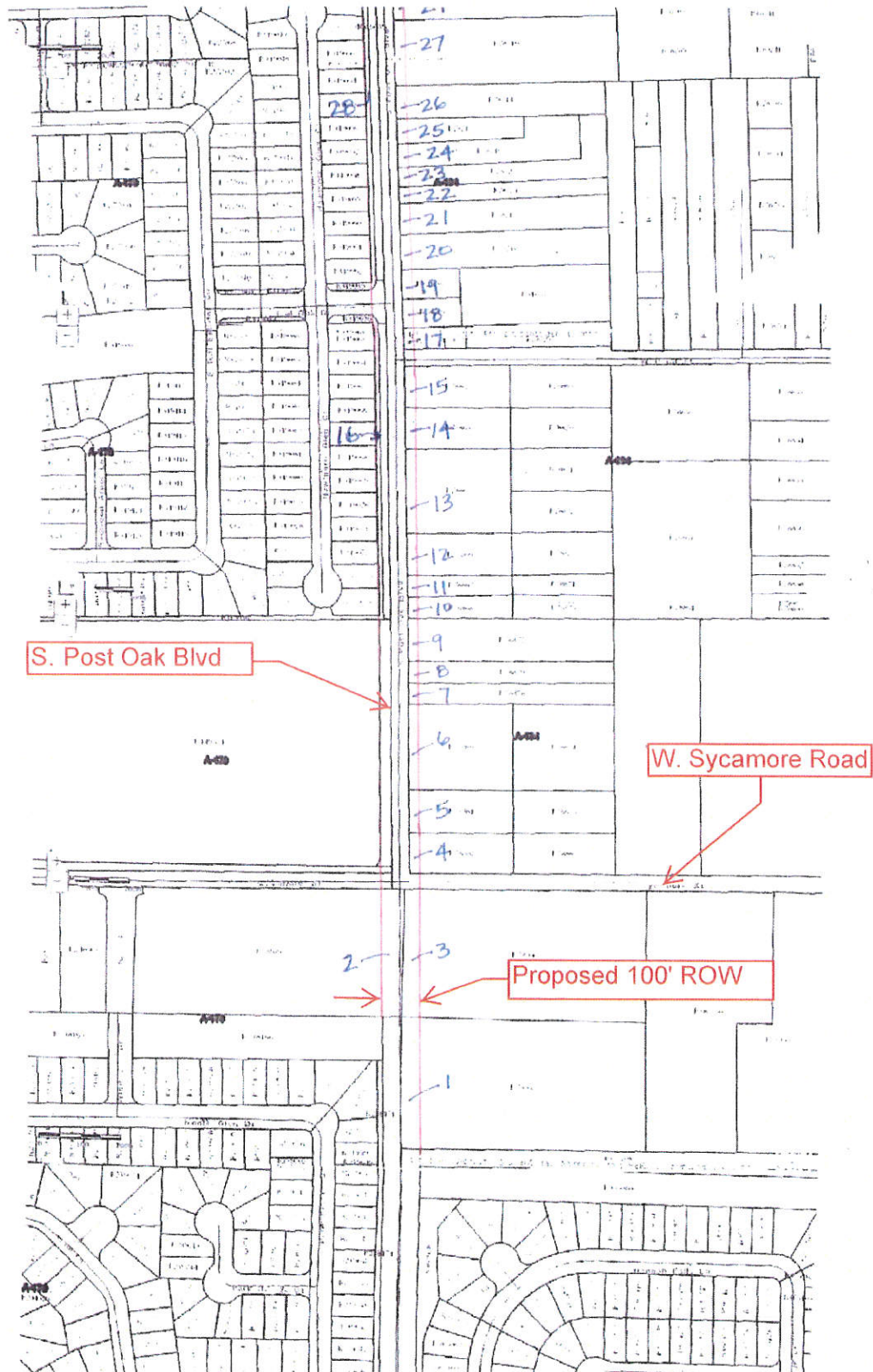


EXHIBIT C

ANTICIPATED ROW ACQUISITION PARCELS

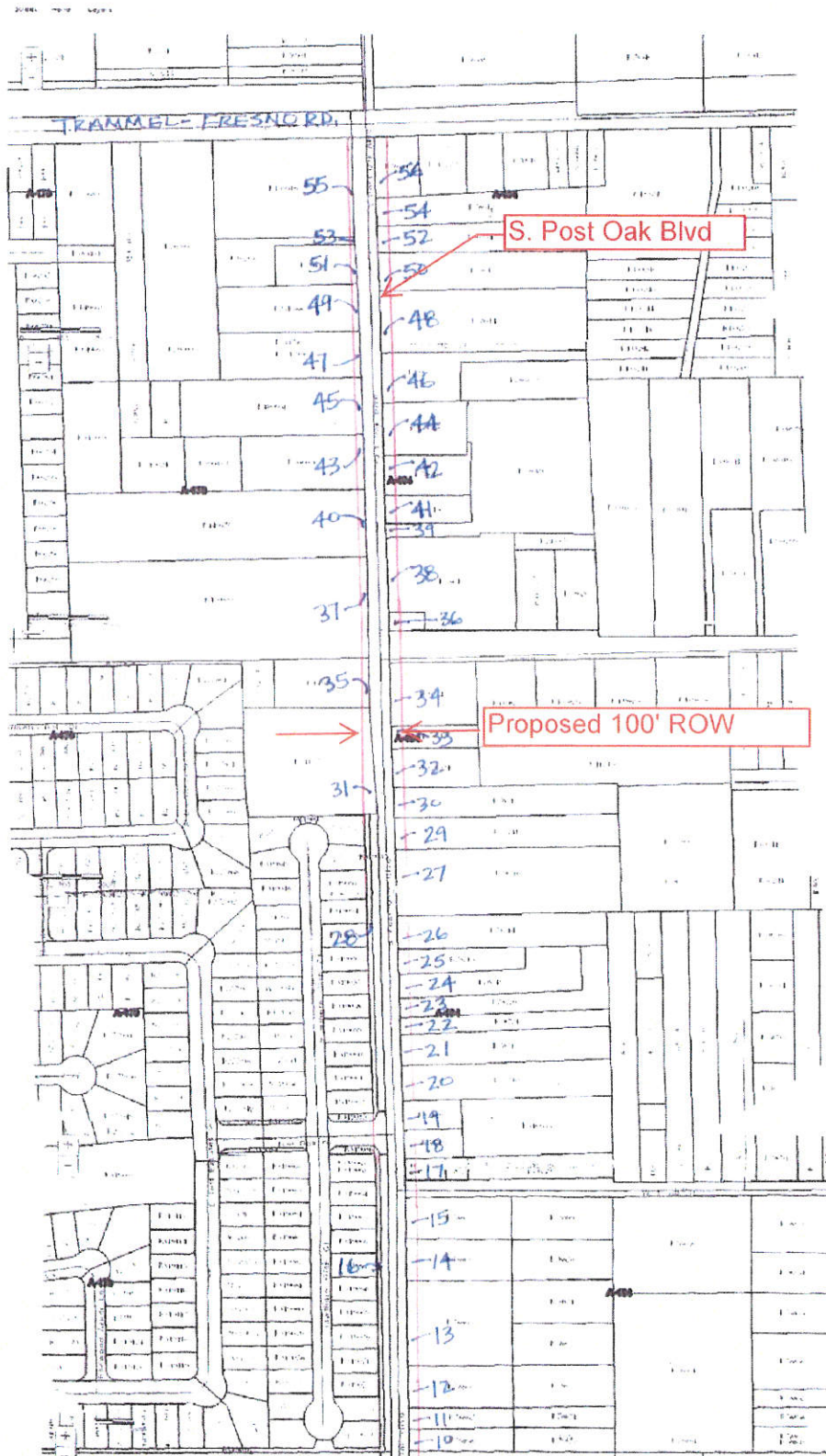


EXHIBIT- D



Google earth

miles
km

1 2

Flow Direction



Client: Fort Bend County Drainage District

Sr. No.	Task Description	Principal Engineer \$195.00/Hr	Project Manager \$165.00/Hr	Senior Civil Engineer \$150.00/Hr	RPLS Surveyor \$150/Hr	Project Engineer \$140.00/Hr	Graduate Engineer. \$105.00/Hr	CADD Operator/Survey Tech \$90.00/Hr.	Clerical Staff \$50/Hr	Survey Crew \$155.00 /hr	Subtotal Hours	Subtotal Cost
Drainage Study Report												
1	Research and collect previous study reports, hydraulic models and record drawings.		10	20			50				80	\$9,900.00
2	Limited Spot elevation/ Cross-section Survey and drawing preparation				2			8		16		\$3,500.00
3	Drainage Area Maps		4	10		20	65	40			139	\$15,385.00
4	Compute Hydrology and Hydrographs		4	6		20	90	17			137	\$15,340.00
5	Houstorm Modelling for Existing and Proposed Conditions		4	6		20	44				74	\$8,980.00
6	Preparation of Report		6	10		25	55		25		121	\$13,015.00
7	Drainage Coordination with MUD 23, Fort Bend County and LJA			1		6	16				23	\$2,670.00
8	Project Management and Q.A./ Q.C.	5	15	20							40	\$6,450.00
Total Hours											614	
TOTAL COST:												\$75,240.00

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

Certificate Number:
2016-100753

Date Filed:
08/17/2016

Date Acknowledged:

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

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.

131480
Professional Engineering and Surveying Services

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 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



H. Prasad Kolluru
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said H. PRASAD KOLLURU, PE, this the 17th day of AUGUST, 2016, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

MARY MATHEW

Printed name of officer administering oath

NOTARY PUBLIC

Title of officer administering oath



Policy Number:

Date Entered: 8/17/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RISKPRO Insurance Agency, LLC 901 Waterfall Way, Suite 407 Richardson, Texas 75080	CONTACT NAME:	FAX (A/C, No): (972) 235-3556	
	PHONE (A/C, No, Ext): (972) 235-3030		
INSURED AMANI ENGINEERING, INC. 8313 Southwest Freeway, Suite 350 Houston, TX 77074	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: THE CHARTER OAK FIRE INSURANCE COMPANY		25615
	INSURER B: SENTINEL INSURANCE COMPANY, LIMITED		11000
	INSURER C: The Travelers Indemnity Company		25658
	INSURER D: Catlin Insurance Company, Inc.		19518
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PACP2B506058COF-16	5/1/2016	5/1/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000		
	<input checked="" type="checkbox"/> Contractual Liability		MED EXP (Any one person)				\$ 5,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY				\$ 1,000,000		
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY			46 UEC KL9232	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$		
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$		
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)				\$		
								\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP2B511056-16-47	5/1/2016	5/1/2017	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE				\$ 2,000,000		
	DED	RETENTION \$					\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XOUB-3851T32-3-16	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT				\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000		
D	Professional Liability			AED-675036-0517	5/1/2016	5/1/2017	Each Claim	\$ 2,000,000	
							Aggregate	\$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Engineering Services for South Post Oak Boulevard from Hunter Green Lane to Trammel Fresno Road, Fort Bend County Project No. 13112. County and the members of Commissioners Count named additional insured as respects commercial general liability and auto liability as may be required by written contract but only as respects operations of the named insured. Waiver of subrogation provided as respects commercial general liability, auto liability and workers' compensation as may be required by written contract but only as respects of the named insured. Coverage subject to all policy terms, conditions, exclusions & endorsements.

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County Engineering Department 301 Jackson Street Richmond, Texas 77469	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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