

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS FOURTH 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 July 14, 2018, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents executed on September 4, 2018, (hereinafter "Amendment"), April 2, 2019, (hereinafter "Second Amendment"), and December 15, 2020, (hereinafter "Third Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional engineering services to be provided and increase the total Maximum Compensation for such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed seventeen thousand dollars and no/100 (\$17,000.00) to perform the additional Services, as described in Contractor's proposal dated April 27, 2021, attached hereto as Exhibit "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 three hundred thirty-four thousand seven hundred ninety-one dollars and no/100 (\$334,791.00), authorized as follows:
 - \$212,468.00 under the Agreement;
 - \$65,424.00 under the Amendment;
 - \$32,778.00 under the Second Amendment;
 - \$7,121.00 under the Third Amendment; and
 - \$17,000.00 under this Fourth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment exceed the Maximum Compensation without further written agreement executed by the parties.

4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

Except as provided herein, all terms and conditions of the Agreement and any subsequently executed amendment shall remain unchanged.

FORT BEND COUNTY

AMANI ENGINEERING, INC

KP George, County Judge

H. Prasad Kolluru
Authorized Agent – Signature

Date

H. PRASAD KOLLURU, P.E
Authorized Agent – Printed Name

ATTEST:

PRESIDENT
Title

Laura Richard, County Clerk

5/25/2021
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, 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

c:\Marcus\Agreements\Engineering\Road Construction\Benton\114 Intersections\Amend 4 - Re Eng Sec Intersection Improvements AB.docx 5/20/2021 17 Eng 510033 A4



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

April 27, 2021

Mr. Kevin Mineo, P.E.
Sr. Project Manager
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Re: Fort Bend County Mobility Bond Program
Project Number: 17114
Intersection Improvements on Rohan Road at Minonite Road (FM2977)
Supplemental Fee Proposal for Construction Phase Services

Dear Mr. Mineo,

Thank you for selecting Amani Engineering, Inc. (Amani) to provide professional engineering services for the referenced project. Amani is pleased to provide this supplemental fee proposal for the services described herein.

1. PROJECT SCOPE

Construction Administration Services (Time and Materials)

- a. Attend pre-construction meeting together with the County, Project Manager, general contractor and construction materials testing contractor.
- b. Review and respond to contractor's submittals and shop drawings.
- c. Respond to requests for information.
- d. Participate in the substantial completion walk-through meeting.
- e. Prepare record drawings of the project based on the contractor's as-built markups and deliver to the County one hardcopy of same.

2. DELIVERABLES

- Provide review/responses to contractor's submittals and RFIs.
- As-built record drawings

3. FEE

We propose a supplemental fee of \$17,000.00, based on time and materials, for the scope and deliverables mentioned above. This is in addition to the budget available in the contract in the amount of \$2,925.00.

We appreciate the opportunity to propose on this project. If you have questions or need any additional information, please call me at 713-270-5700 x109.

Yours sincerely,
For Amani Engineering

Mahesh Dutta, P.E., CFM
Executive Vice President

TBPE Firm Reg. No. F-4528
TBPLS Firm Reg. No. 100282-00

HPK: md