

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS FIFTH 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 by documents dated April 26, 2016 (hereinafter “Amendment”), September 6, 2016 (hereinafter “Second Amendment”), November 27, 2018, (hereinafter “Third Amendment”), and June 8, 2021 (hereinafter “Fourth 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 thirty-four thousand six hundred sixty dollars and no/100 (\$34,660.00) to perform the additional engineering and surveying services as described in Contractor’s Fee Proposal dated February 3, 2022 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 six hundred ninety-nine thousand four hundred seventy-four dollars and 50/100 (\$699,474.50), authorized as follows:
 - \$425,286.00 under the Agreement;
 - \$36,555.00 under the Amendment;
 - \$75,240.00 under the Second Amendment;
 - \$56,984.00 under the Third Amendment;
 - \$70,749.50 under the Fourth Amendment; and
 - \$34,660.00 under this Fifth 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 an agreement executed by the parties.
4. The parties agree the terms of the Agreement have remained in effect to date and the Time of Performance shall hereby be extended to end no later than May 31, 2024.
5. 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 the subsequent amendments shall remain unchanged.

FORT BEND COUNTY

AMANI ENGINEERING, INC.

KP George, County Judge



Authorized Agent – Signature

Date

H. Prasad Kolluru, P.E.

Authorized Agent – Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

3/7/2022

Date

APPROVED:



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

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 5 - 5 Post Oak Amani.docx 3/3/2022 16-Eng 500021-A5

Fifth Amendment to Agreement for Professional Engineering Services
2013 Mobility Bond Project No. 13112

EXHIBIT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

February 3, 2022

Mr. Robert T. McBride, P.E.
Senior Project Manager
LJA Engineering, Inc.
3600 W Sam Houston Parkway S, Suite #600
Houston, TX 77042

Re: Fee Proposal for Additional Engineering Services
Pavement Redesign and Water Line Relocation Design
South Post Oak Boulevard from Hunter Green Lane to Trammel Fresno Road
FBC Project No.: 13112

Dear Mr. McBride,

Reference is made to your e-mail dated January 25, 2022 and subsequent TEAMS conversation on February 1, 2022, wherein we discussed the County's desire to modify/revise the existing design for the proposed pavement and to provide a design for relocation of the existing waterline. Amani is pleased to provide this fee proposal for these additional engineering services for the referenced project. The scope of work, exclusions, deliverables, schedule and proposed fee is as follows:

Scope of Work

- Revise the plan drawings to include concrete pavement in-lieu of currently proposed asphalt pavement along South Post Oak from W. Sycamore to Trammel Fresno. Revise earthwork cross sections, as necessary.
- Provide design services for relocating the existing water line along South Post Oak Boulevard between approximate Sta. 35+00 and Sta. 54+00, including necessary design revisions for connections at intersecting side streets.
- Revise typical sections, details, TCP and SWPPP as required based on the design changes.
- Update proposed bid quantities and engineer's estimate of probable construction cost.

Exclusions

- All work not referenced in the above Scope of Work section.

Deliverables

- Updated plan & profile drawings and detail sheets required to adequately present the revised pavement and water line relocation design.
- Updated earthwork cross sections.
- Updated bid quantities and estimate of probable construction cost.

Mr. Robert W. Barnett, P.E.
Fort Bend Mobility Bond Project Number 13112
Fee proposal for Additional Engineering Services
February 3, 2022
Page 2 of 2

Schedule

- Deliverables for review will be submitted within six(6) weeks from the date of written authorization to proceed.
- Final drawings and documents will be submitted within four(4) weeks following receipt of all final review comments.

Fee

We propose a lump sum fee of \$34,660.00 for the above-mentioned scope of work and deliverables. See enclosed level of effort for details.

We appreciate the opportunity to work on this project. If you have questions or need additional information, Please call Mahesh Dutta at x109 or me at 713-270-5700 x101.

Yours sincerely,
For Amani Engineering


H. Prasad Kolluru, P.E.
President

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

HPK: dlb: md


Enclosure: Level of Effort Estimate

**South Post Oak Road from Hunter Green to Trammel Fresno
FBC Project No. 13112; Amani Project No. E151012
LEVEL OF EFFORT ESTIMATE
PAVEMENT REDESIGN AND WATER LINE RELOCATION**

Client: Fort Bend County

02/03/22

| Basic Services Task | | Staff Category | Principal Engineer | Project Manager | Senior Civil Engineer | Project Engineer | Graduate Engineer | CADD Technician | Clerical Staff | Subtotal Manhours per Task | Subtotal Labor Cost per Task |
|-------------------------------|---|----------------|--------------------|-----------------|-----------------------|------------------|-------------------|-----------------|----------------|----------------------------|------------------------------|
| No. | Description | Rate | \$ 250.00 | \$ 210.00 | \$ 175.00 | \$ 150.00 | \$ 120.00 | \$ 100.00 | \$ 95.00 | | |
| Engineering (Lump Sum) | | | | | | | | | | | |
| 1 | Revise plan and profiles, typical sections, TCP, SWPPP and cross sections, including pavement redesign and water line relocations | | | 16 | | 24 | 40 | 80 | | 160 | \$ 19,760.00 |
| 2 | Revise earthwork cross sections | | | 4 | | 12 | | 24 | | 40 | \$ 5,040.00 |
| 3 | Revise quantities and cost estimate | | | 4 | | 12 | 8 | | | 24 | \$ 3,600.00 |
| 4 | Project Management and QA/QC | | | 8 | 24 | | | | 4 | 36 | \$ 6,260.00 |
| | Subtotal Engineering Services | | 0 | 32 | 24 | 48 | 48 | 104 | 4 | 260 | \$ 34,660.00 |

[Handwritten Signature]