

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS 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 "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the Parties previously entered into that certain agreement on November 22, 2022 (the "Agreement") for professional engineering services for improvements to Willow Lane under Project No. 20125x of the Fort Bend County Mobility Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services by Consultant, 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 Consultant an additional Twenty-Seven Thousand Six Hundred Forty-Three and 00/100 Dollars (\$27,643.00) for the performance and completion of additional services as described in Consultant's Proposal dated September 21, 2023 (the "Services") attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed One Hundred Eight Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$108,825.00) authorized as follows:

\$81,182.00 under the Agreement; and
\$27,643.00 under this Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. HJ CONSULTING clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of

One Hundred Eight Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$108,825.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Eight Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$108,825.00).

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.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

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

11/27/2023
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:\agreements\2023 agreements\engineering\amani engineering inc (23-eng-100302-a1)\amendment 1.agreement - pro eng svcs.aei (23-eng-100302-a1).docx bo

EXHIBIT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

September 21, 2023

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

Re: Fort Bend County 2020 Mobility Bond Program
Project Number: 20125x
**Proposal for Supplemental Engineering Services: Willow Lane Cul-de-Sacs (Hammerhead),
Fort Bend County, Texas**

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 fee proposal for the services described herein.

1. PROJECT SCOPE

- Fort Bend County, Precinct 1 (County) proposes to make improvements to the existing 2-lane asphalt paved roadway for traffic calming. The existing asphalt roadway shall be terminated with two back-to-back hammerhead type dead ends with access to emergency vehicles ONLY.
- The general scope of this supplement is to revise the previously submitted design plans with back to back cul-de-sacs with hammerhead type dead end street.
- Perform real estate acquisition related survey, including preparation of exhibits and associated metes & bound description for up to two (2) parcels.

2. FEE

Based on the scope of work and deliverables discussed above, we propose a total fee of \$31,285.00. See enclosed level of effort estimate for details and a fee summary below:

Schematic Design	\$ 3,605.00
Final Design Phase	\$ 18,385.00
Real Estate Acquisition survey, 2 parcels	\$ 9,295.00
Total Fee	\$ 31,285.00
Total unused authorized amount left in the contract from final design basic services budget	(\$3,642.00)
TOTAL ADDITIONAL AUTHORIZATION REQUESTED	\$27,643.00

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

Yours sincerely,
Amani Engineering, Inc.

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

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

HPK: dlb: sd

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane cul-de-sacs (Hammerhead) - Rev 1
Project No.: 20125x

Client: FBC

9/21/2023

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Survey Crew	RPLS	Subtotal Man Hours	Subtotal Labor Cost
Hourly Billing Rate:		\$ 250.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 100.00	\$ 90.00	\$ 165.00	\$ 175.00		
1.0	Preliminary Design (LS):										
1.1	Visit Site									0	\$ -
1.2	Utility Coordination									0	\$ -
1.3	Preliminary Pavement and Drainage Design		2	2	6	4				14	\$ 2,070
1.4	Typical Cross Sections (Existing)									0	\$ -
1.5	Typical Sections (Proposed)			1	1	2				4	\$ 525
1.6	Identify right-of-way needs		1	1	2					4	\$ 685
1.7	Prepare sight triangle exhibits									0	\$ -
1.8	Identify Problem Areas and Potential Resolutions (SUE D, C & B Analysis)									0	\$ -
1.9	Permit and Regulatory Requirements									0	\$ -
1.10	Opinion of Probable Construction Cost			1	1					2	\$ 325
1.11	Preliminary Engineering Report									0	\$ -
1.12	Coordination and review meetings									0	\$ -
1.13	Prepare Presentation									0	\$ -
1.14	Project Management and QA/QC									0	\$ -
Subtotal Preliminary Design:		0	3	5	10	6	0	0	0	24	\$ 3,605
2.0	Final Design Phase (LS):										
2.1	Cover and Sheet Index									0	\$ -
2.2	General Notes									0	\$ -
2.3	Survey Control Maps									0	\$ -
2.4	Revise Project Layout Map				2	4				6	\$ 700
2.5	Drainage Area Calcs and Map		1	2	12	8				23	\$ 3,160
2.6	Roadway Plan View ONLY		2	4	8	12				26	\$ 3,520
2.7	Utility Relocation Plans									0	\$ -
2.8	Prepare base plan and profiles based on survey and record information									0	\$ -
2.9	Standard Construction Details									0	\$ -
2.10	Design Cross Sections			2	4	6				12	\$ 1,550
2.11	Earthwork Cut & Fill Quantities			1	2	4				7	\$ 875
2.12	Front End Documents (from County)									0	\$ -
2.13	Bid Form		0.5		2					2.5	\$ 405
2.14	Summary of Work									0	\$ -
2.15	Specifications Table of Contents (Linked to County Website)									0	\$ -
2.16	Special Specifications									0	\$ -
2.17	Opinion of Probable Construction Cost		2	1	4					7	\$ 1,195
2.18	Prepare and submit PS&E at 95% and 100%, including incorporating review comments		2	2	8	8				20	\$ 2,770
2.19	Coordination and review meetings		6	6						12	\$ 2,310
2.20	Project Management and Quality Control		4	4			4			12	\$ 1,900
Subtotal Final Design:		0	17.5	22	42	42	4	0	0	127.5	\$ 18,385

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane cul-de-sacs (Hammerhead) - Rev 1
Project No.: 20125x

Client: FBC

9/21/2023

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Survey Crew	RPLS	Subtotal Man Hours	Subtotal Labor Cost
	Hourly Billing Rate:	\$ 250.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 100.00	\$ 90.00	\$ 165.00	\$ 175.00		
3.0	Bidding & Award Phase (T&M):										
3.1	Prepare Project Manual, Drawing Sets (27 CD's Delivered to County)									0	\$ -
3.2	Attend Pre-Bid Meeting									0	\$ -
3.3	Prepare and Issue Addendum for County Distribution									0	\$ -
3.4	Bid Evaluation and Award Recommendation									0	\$ -
	Subtotal Bidding and Award Phase:	0	0	0	0	0	0	0	0	0	\$ -
4.0	Construction Phase Services (T&M):										
4.1	Attend Pre-Construction Meeting									0	\$ -
4.2	Review and Respond to Contractor's Submittals and Shop Drawings									0	\$ -
4.3	Respond to Requests for Information									0	\$ -
4.4	Attend Substantial Completion Walk-through Meeting									0	\$ -
4.5	Prepare and Submit Record Drawings									0	\$ -
	Subtotal Construction Phase:	0	0	0	0	0	0	0	0	0	\$ -
5.0	Survey & Mapping Services: Amani										
5.1	Right-of-way acquisition package, and abstracting, as needed (assuming 2 parcels @ \$3,500 EA)										\$ 7,000
5.2	Additional topographic survey within CPE Fee strip/Navarland Ltd property					8		8	1	17	\$ 2,295
	Subtotal Survey & Mapping:										\$ 9,295
6.0	Geotechnical Investigation Services: Associated Testing Laboratories										
6.1	Geotechnical Investigations and Report										\$ -
6.2	Geotech Management, Coordination and QA/QC									0	\$ -
	Subtotal Geotechnical Investigation:										\$ -
7.0	Drainage Study										
7.1	Hydrologic & Hydraulics Study									0	\$ -
7.2	QA/QC Drainage Study										\$ -
	Subtotal H & H Study:										\$ -
8.0	Signage & Pavement Marking Services										
8.1	Signage and pavement marking plans and details									0	\$ -
	Subtotal Signage & Pavement Marking:										\$ -

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane cul-de-sacs (Hammerhead) - Rev 1
Project No.: 20125x

Client: FBC

9/21/2023

Item No.	Task Description	Principal Engineer	Project Manager	Senior Civil Engineer	Civil Engineer / PE	CADD Operator	Admin.	Survey Crew	RPLS	Subtotal Man Hours	Subtotal Labor Cost
	Hourly Billing Rate:	\$ 250.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 100.00	\$ 90.00	\$ 165.00	\$ 175.00		
9.0	SWPPP Design Services										
9.1	SWPPP Layouts and details									0	\$ -
9.2	SWPPP Manual									0	\$ -
	Subtotal SWPPP:										\$ -
10.0	Traffic Control Plan										
10.1	Construction phasing, detour, and traffic control plans and details									0	\$ -
10.2	TCP Management a, Coordination and QA/QC									0	\$ -
	Subtotal Traffic Control Plan:										\$ -
	Summary - Roadway Bid Package									Fee Type	Task Total
	Preliminary Design Phase									LS	\$ 3,605
	Final Design Phase									LS	\$ 18,385
	Bidding & Award Phase									T & M	\$ -
	Construction Phase									T & M	\$ -
	Survey & Mapping (Amani)									LS	\$ 9,295
	Geotechnical Investigation (ATL)									LS	\$ -
	Signage & Pavement Marking									LS	\$ -
	SWPPP									LS	\$ -
	Traffic Control Plan									LS	\$ -
	Total Engineering Services Fee:										\$ 31,285