

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SECOND AMENDMENT ("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 "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 and as amended on or about December 19, 2023, (collectively 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 Second 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 Thirty-Seven Thousand Four Hundred Fifty-Five and 00/100 Dollars (\$37,455.00) for the performance and completion of additional services as described in Consultant's Proposal dated January 11, 2024 (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 Forty-Six Thousand Two Hundred Eighty and 00/100 Dollars (\$146,280.00) authorized as follows:

\$81,182.00 under the Agreement;
\$27,643.00 under the First Amendment; and
\$37,455.00 under this Second Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant 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 Forty-Six Thousand Two Hundred Eighty and 00/100 Dollars (\$146,280.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant 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 Forty-Six Thousand Two Hundred Eighty and 00/100 Dollars (\$146,280.00).

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, Consultant hereby verifies that Consultant 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, Consultant 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, Consultant 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, Consultant 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, CONSULTANT 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

02/21/2024

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

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EXHIBIT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

January 11, 2024

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 Engineering Services: Willow Lane Median Islands Option – Amendment #2
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 revised 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. A total of six (6) median islands shall be designed based on the schematic layout prepared by Binkley and Barfield.
- The general scope of this supplement is to design plans for the proposed median islands along with pavement marking, signage plans, traffic control and storm water pollution prevention plans. Roadside ditches will be maintained at existing culvert grades. No drainage calculations or mitigation plans will be provided.
- Perform topographic survey and existing ROW survey based on found monumentation and available deeds. Boundary survey and ROW taking is NOT included in the scope of work.

2. FEE

Based on the scope of the work discussed above, we propose a total fee of \$52,340.00. See enclosed level of effort estimate for details and a fee summary below:

Final Design	\$ 30,140.00
Traffic Control Plans	\$6,240.00
Storm Water Pollution Prevention Plans	\$1,960.00
Signage and Pavement Markings	\$3,120.00
Surveying and Mapping	\$ 10,880.00
Total Fee	\$ 52,340.00
Total unused authorized amount left in the contract from Amendment #1	(\$14,885.00)
TOTAL ADDITIONAL AUTHORIZATION REQUESTED	\$37,455.00

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 Median Islands
Project No.: 20125x

Client: FBC

1/4/2024

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	General Scope										
1.1	Visit Site			4	4					8	\$ 1,300
1.2	Utility Coordination				2	4				6	\$ 700
1.3	Preliminary Pavement and Drainage Design									0	\$ -
1.4	Typical Cross Sections (Existing)									0	\$ -
1.5	Typical Sections (Proposed)				4	8				12	\$ 1,400
1.6	Identify right-of-way needs									0	\$ -
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									0	\$ -
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	0	4	10	12	0	0	0	26	\$ 3,400
2.0	Final Design Phase (LS):										
2.1	Cover and Sheet Index				0.5	1				1.5	\$ 175
2.2	General Notes									0	\$ -
2.3	Survey Control Maps				1	8			2	11	\$ 1,300
2.4	Project Layout Map				2	4				6	\$ 700
2.5	Drainage Area Calcs and Map									0	\$ -
2.6	Roadway Plan View ONLY		4	12	24	40				80	\$ 10,540
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				4	4				8	\$ 1,000
2.10	Design Cross Sections		1	4	8	16				29	\$ 3,710
2.11	Earthwork Cut & Fill Quantities			1	2	4				7	\$ 875
2.12	Front End Documents (from County)									0	\$ -
2.13	Bid Form									0	\$ -
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		1	2	6					9	\$ 1,460
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	18	31	55.5	85	4	0	0	195.5	\$ 26,740

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane Median Islands
Project No.: 20125x

Client: FBC

1/4/2024

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	Topographic Survey: Amani										
5.1	Topographic Survey for approx. 1,000 LF		2		8	16		16	4	46	\$ 6,560
5.2	Establish existing ROW based on found monumentation and deeds					16		8	8	32	\$ 4,320
		0	2	0	8	32	0	24	12	78	
	Subtotal Survey & Mapping:										\$ 10,880
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		2	4	8	8				22	\$ 3,120
	Subtotal Signage & Pavement Marking:										\$ 3,120

LEVEL OF EFFORT ESTIMATE
Fort Bend County 2020 Mobility Bond Program
Willow Lane Median Islands
Project No.: 20125x

Client: FBC

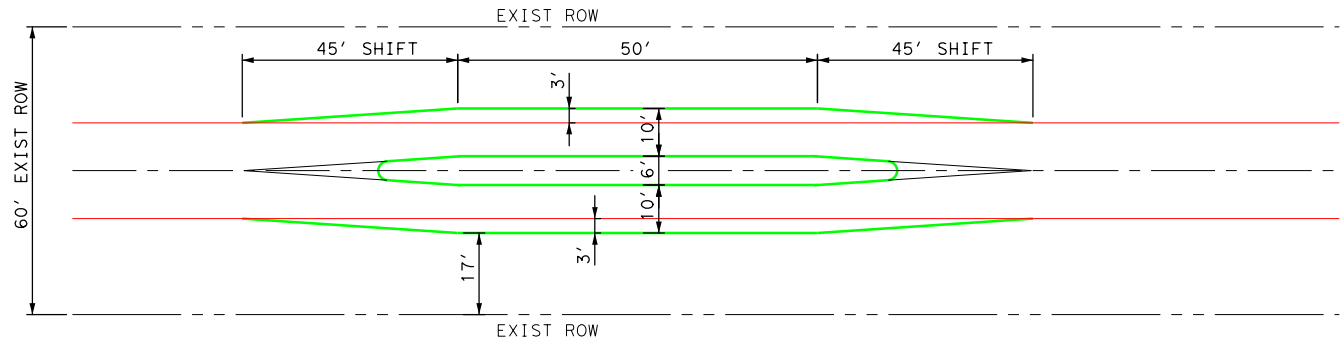
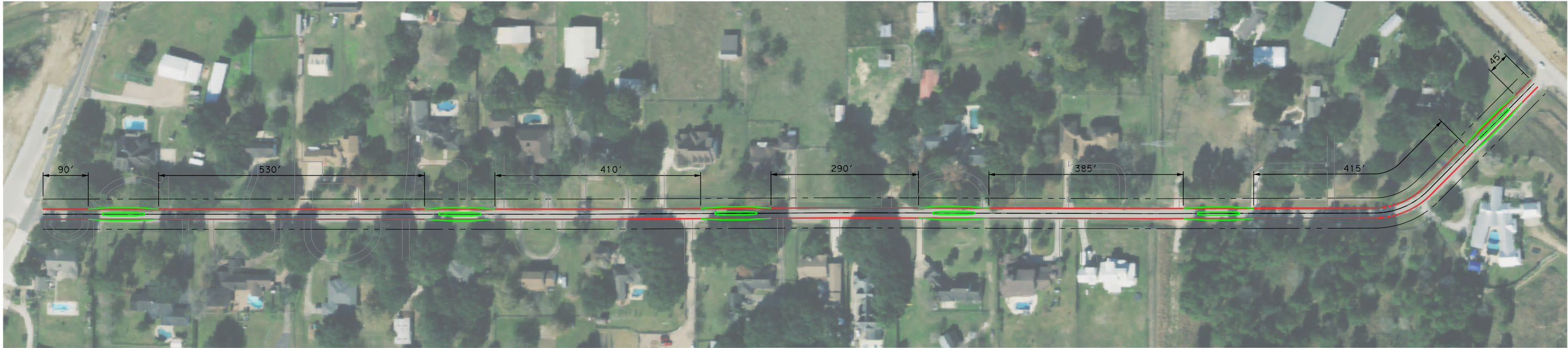
1/4/2024

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		1	2	4	8				15	\$ 1,960
9.2	SWPPP Manual									0	\$ -
	Subtotal SWPPP:										\$ 1,960
10.0	Traffic Control Plan										
10.1	Construction phasing, detour, and traffic control plans and details		4	8	16	16				44	\$ 6,240
10.2	TCP Management a, Coordination and QA/QC									0	\$ -
	Subtotal Traffic Control Plan:										\$ 6,240
	Summary - Roadway Bid Package									Fee Type	Task Total
	General Scope									LS	\$ 3,400
	Final Design Phase									LS	\$ 26,740
	Bidding & Award Phase									T & M	\$ -
	Construction Phase									T & M	\$ -
	Survey & Mapping (Amani)									LS	\$ 10,880
	Geotechnical Investigation (ATL)									LS	\$ -
	Signage & Pavement Marking									LS	\$ 3,120
	SWPPP									LS	\$ 1,960
	Traffic Control Plan									LS	\$ 6,240
	Total Engineering Services Fee:										\$ 52,340

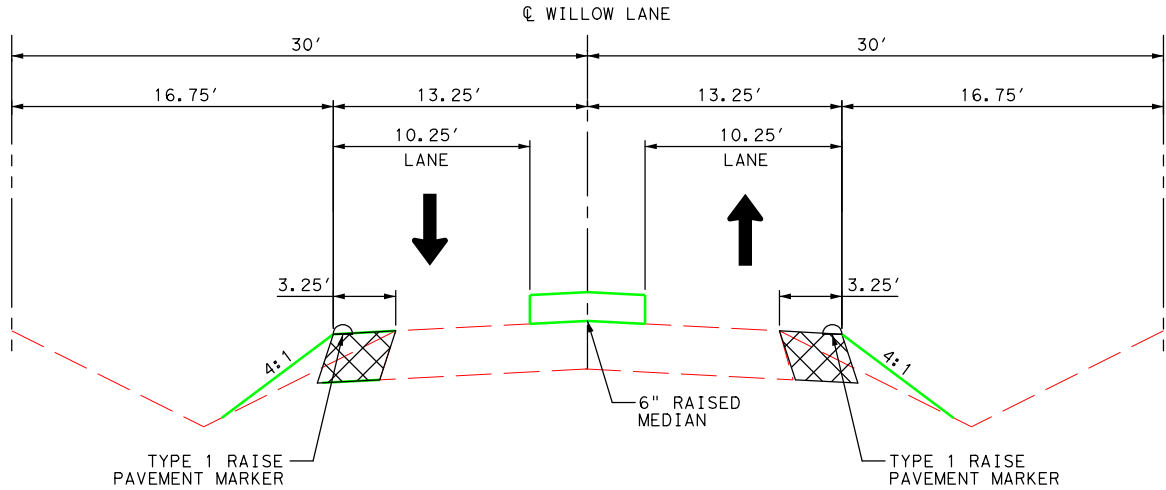
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0' 50' 100' 200'



MEDIAN ISLAND SECTION



NO.	REVISIONS	DATE	NAME
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△			
△			
△			

FORT BEND COUNTY
ENGINEERING DEPARTMENT



Binkley & Barfield
DCCM
Binkley & Barfield, Inc. | TxEng F-257
1710 Seamist Dr, Houston, TX 77008
713.869.3433 | BinkleyBarfield.com

PROJECT TITLE:		
DRAWN BY:		FBCD STANDARD
CK'D BY:	SHEET DESCRIPTION:	
SCALE:		SHEET NO: /
DATE:	APPROVED BY:	