

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS THIRD 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 Zarinkelk Engineering Services, 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 June 12, 2018 under the 2017 Mobility Bond Program pursuant to SOQ 14-025, as amended on October 21, 2020, (hereinafter “First Amendment”), and as amended again on April 9, 2024, (hereinafter “Second Amendment”), collectively referred to as the “Agreement” and incorporated fully by reference for all purposes; and

WHEREAS, the parties desire to amend the Agreement to allow Contractor to provide additional Services under the Agreement, and to increase the Maximum Compensation amount.

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

1. County shall pay Contractor an additional amount not to exceed Sixty-Seven Thousand Sixty-Five and 00/100 Dollars (\$67,065.00) to perform the additional Services, as described in Contractor’s proposal dated October 23, 2024, attached hereto as Exhibit “A-3” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed One Million Seven Hundred Twenty-Eight Thousand Three Hundred Fourteen and 00/100 Dollars (\$1,728,314.00), authorized as follows:
 - \$ 1,106,283.00 under the Agreement;
 - \$ 425,611.00 under the First Amendment;
 - \$ 129,355.00 under the Second Amendment; and
 - \$ 67,065.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement, the First Amendment, and this Second Amendment exceed the Maximum Compensation without an 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.
5. Recitals. The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. Except as provided herein, the parties agree that all terms and conditions of the Agreement shall remain unchanged.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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 final party.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED: 

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

ZARINKELK ENGINEERING SERVICES, INC.



Authorized Agent – Signature

Giti Zarinkelk

Authorized Agent – Printed Name

President

Title

11/27/2024

Date

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\2024 Agreements\Engineering\Zarinkelk Engineering Services (18-Eng-500035-A3)\Third Amendment to Agreement for Professional Engineering Services -- Zarinkelk Engineering Services, Inc..docx
(DRP 11.14.24)

EXHIBIT A-3



617 Caroline St.
Houston, Texas 77002
Phone 832-242-2426
Fax 832-242-2445
www.zarinkelk.com

October 23, 2024

County Auditor
Fort Bend County – Precinct 3
301 Jackson
Richmond, TX 77469

Attn: Kevin Mineo, P.E., Program Manager

Project: **Fulshear-Gaston Road from FM723 to FM 359**

The County has requested plan changes to the plans to accommodate changes to the Sprint Pond parcel. The changes include modifications of the driveway locations and relocating the County's discharge pipe to the Sprint Pond from the center of the parcel to one side. These changes will require the following plan modifications:

- Engineering to determine how to match the TXDOT intersection and the TXDOT constructed asphalt transition.
- Revise two plan and profile sheets to fit the constructed intersection and the TXDOT asphalt transition to station 20+00. Revise an additional P&P sheet to station 23+50. This is a concrete section that will have to be expanded when the ultimate section is constructed.
- Engineering to determine the necessary revisions to the hydraulic model.
- Revision of an additional 9 P&P sheets across the Sprint property and along the outfall to the Sprint Pond. Pipe sizing and manhole location will be based on the developer provided flows and information. The property's interceptor structure on the east side will be extended to span over the NFBWA 20-foot easement. The property's driveway location will be shifted west to align with the median opening for the future Rana Stream Road and a left turn lane will be added for the Sprint property.
- Revision of several other sheets to reflect the changes including the hydraulic data sheet, the driveway data sheet, TCP, signing and stripping, demolition, the typical sections, cross sections, quantities, cost estimate and SW3P.
- Additional topo for the new outfall location will be obtained. The estimated length of the new topo is 1,100 feet.

The proposed fee for these changes is \$67,065.00. Enclosed is our level of effort for the above referenced project.

The schedule to complete this work is 3 weeks from receipt of the information on the Sprint property. This information is the flow contribution and location along the new outfall alignment. We are also waiting for the topographic survey which was authorized on October 16th and



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should be ready by November 13th. We will need one week to incorporate the survey into the design. That makes our target date November 20th for submittal. To hold this date we will need the Sprint information no later than October 30th.

We appreciate the opportunity to work on this project. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Giti Zarinkelk". The signature is fluid and cursive, with the first name "Giti" and last name "Zarinkelk" clearly distinguishable.

Giti Zarinkelk, P.E.
Attachments: Level of Effort
Sub Consultant proposal

Fulshear-Gaston Road from FM 723 to FM 359 Fort Bend Mobility Bond 2017; Project Number 3-12										
TASK DESCRIPTION	Principal	Project Manager	Senior Engineer	Sen. Hyd. Engineer or Structural Engineer	Design Engineer	Senior Designer/	CADD Operator Technician	QA/QC Review	Clerical	Total Labor Hours & Costs
SUB CONSULTANT SERVICES										
TOPOGRAPHIC SURVEYING										
TOPOGRAPHIC SURVEY										\$ 7,500.00
TOTAL ITEM B										\$ 7,500.00
BASIC SERVICES PHASE										
DESIGN CHANGES										
Revising P&P (12 sheets)		8	48			124				180
Revise demolition, typical sections, hydraulic model, hydraulic data sheet, traffic control, D/W data sheet, signing, striping, SW3P and cross sections		4	60			102				166
Update quantities and cost estimate			4							4
Survey Coordination		3								3
HOURS SUB-TOTALS	0	15	112	0	0	226	0	0	0	353
LABOR RATE PER HOUR	\$105.00	\$85.00	\$65.00	\$65.00	\$50.00	\$50.00	\$35.00	\$85.00	\$25.00	
DIRECT LABOR COSTS	\$0.00	\$1,275.00	\$7,280.00	\$0.00	\$0.00	\$11,300.00	\$0.00	\$0.00	\$0.00	\$ 19,855.00
JOB MULTIPLIER	3	3	3	3	3	3	3	3	3	
TOTAL LABOR COSTS	\$0.00	\$3,825.00	\$21,840.00	\$0.00	\$0.00	\$33,900.00	\$0.00	\$0.00	\$0.00	\$ 59,565.00
TOTAL ITEM										\$ 59,565.00
PROJECT TOTALS										
SURVEYING										\$ 7,500.00
ENGINEERING										\$ 59,565.00
TOTAL ALL SERVICES										\$ 67,065.00



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

September 17, 2024
Michael J. Bagstad, P. E
Zarinkelk Engineering Services, Inc.
617 Caroline St.
Houston, Texas 77002

Re: Fee Proposal for Surveying Services – Fulshear-Gaston Road from FM 723 to FM 359 – Fort Bend County
2017 Mobility Projects, Additional Topographic Surveying Services

Dear Mr. Bagstad:

Amani Engineering, Inc. is pleased to submit this revised fee proposal for surveying services for the above referenced project. We propose the following scope of work, deliverables, schedule, fee and exclusions for our services.

I. SCOPE OF WORK – EXTEND SURVEY LIMITS

Extend the topographic survey from Fulshear-Gaston Road to Sprint Detention Basin along the west line of the Poarch/ Swinbank property, 100 feet wide and approximately 1,1000 LF.

II. RIGHT OF ENTRY

Obtain and coordinate right of entry for Poarch/Swinbank property (Sprint Pond).

III. SCHEDULE

Extended topographic survey and survey control to be completed four (4) weeks from the date of written authorization weather permitting.

IV. EXCLUSIONS

Base profile drawing
Subsurface utility engineering and locating
Construction staking
Easement or Parcel Acquisition Boundary Survey
Updates to topographic survey outside as stated scope of work.
Updates to survey control map or right-of-way.
Updated ROW to Category 1B, Condition 2 right-of way.

Zarinkelk Engineering Services, Inc.

Fee Proposal for Surveying Services – Fulshear-Gaston Road from FM 723 to FM 359 – Fort Bend County 2017
Mobility Projects, Additional Topographic Surveying Services

September 17, 2024

Page 2 of 2

V. FEE

The estimated fee for the above mentioned Scope of Work for topographic surveying services, is **\$7,500.00**.
Below is a summary of the fee.

Extend Topographic Survey Along The West Line To Sprint Detention Basin	= \$6,500.00
Right Of Entry Coordination/Project Management/QA/QC	=\$1,000.00
Total	=\$7,500.00

We appreciate this opportunity to propose on this project and look forward to working on the project. Please call Christina Weaver, RPLS at 713-270-5700 ext. 116 if you have any questions or need additional information concerning this proposal.

Yours sincerely,

For Amani Engineering, Inc.



Mahesh Dutta, P.E., CFM

Executive Vice President

TBPE Firm Reg. No. F-4528

TBPLS Firm Reg. No. 100282-0

HPK: md:cw:wr

Encl.: 1) EXHIBIT A – Survey Limits

Exhibit I

