

STATE OF TEXAS

§

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF FORT BEND

§

**AGREEMENT FOR PROFESSIONAL SERVICES  
SOQ 17-061**

THIS AGREEMENT 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, acting herein by and through its Purchasing Agent, according to Texas Local Government Code §262.011(d), and Amani Engineering, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering, design, and topographic survey and installation services (hereinafter "Services") pursuant to SOQ 17-061; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services which is attached hereto as Exhibit A to this Agreement.

**Section 2. Personnel**

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its

own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.
- C. Contractor shall provide all equipment, tools, materials, and other items necessary to perform the services as described herein.

### **Section 3. Compensation and Payment**

- A. The Maximum Compensation for the performance of Services described in Exhibit A is forty-six thousand one hundred twenty four dollars and 40/100 (\$46,124.00). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

- A. Contractor 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 forty-six thousand one hundred twenty four dollars and 40/100 (\$46,124.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this 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 shall not under any conditions, circumstances, or

interpretations thereof exceed forty-six thousand one hundred twenty four dollars and 40/100 (\$46,124.00).

#### **Section 5. Time of Performance**

The time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twelve (12) months thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

#### **Section 6. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

#### **Section 7. Termination**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the

parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

#### **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
  - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  4. Professional Liability insurance with limits not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

## **Section 12. Confidential and Proprietary Information**

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges

and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Director of Community Development  
301 Jackson Street  
Richmond, TX 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Amani Engineering, Inc.  
ATTN: H. Prasad Kolluru, P.E.  
8303 Southwest Freeway, *ste 600*  
Houston, Texas 77074

C. Notice is effective only if the party giving or making the Notice has complied with subsections 15.1 and 15.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Performance Warranty**

A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.



- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

#### **Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

#### **Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

#### **Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

#### **Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

#### **Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

#### **Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services

hereunder without the express written permission of County, except where required to do so by law.

### **Section 23. Federal Clauses and Certifications**

Contractor acknowledges and understands that they are subject to the requirements set out in Exhibit B: Community Development Block Grant Program Requirements, Exhibit C Certification for Contracts, Grants, Loans and Cooperative Agreements, Exhibit D Contractor's Local Opportunity Plan, and Exhibit E Contractor's Section 3 Compliance Certification. These terms flow down to all third party contractors and their contracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise.

### **Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

### **Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

### **Section 25. Entire Agreement**

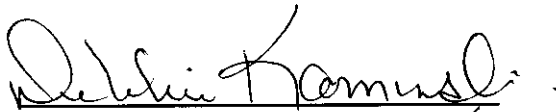
This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligation herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

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 \_\_\_\_ day of \_\_\_\_\_, 2017.

*{Execution Page Follows}  
{Remainder Left Intentionally Blank}*

**FORT BEND COUNTY**

**AMANI ENGINEERING, INC.**



Gilbert D. Jalomo, Jr., DEBBIE KAMINSKI  
CPPB County Purchasing Agent

  
Authorized Agent Signature

H. Phasad Kolluru, P.E.

Printed Name

President

Title

6/28/2017

Date

7/6/17  
Date

**FORT BEND COUNTY**



Robert Hebert, Fort Bend County Judge

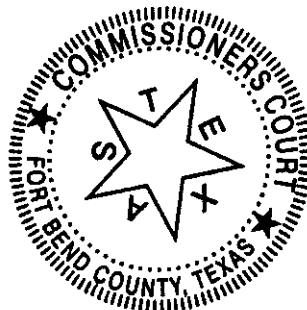
7-11-2017

Date

ATTEST:



Laura Richard, Fort Bend County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 46,124.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this Agreement.

  
\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

# EXHIBIT A

## SCOPE OF SERVICE



# Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

June 9, 2017

Community Development Department  
Fort Bend County, TX  
301 Jackson, Ste. 602  
Richmond, TX 77469

Attention: Ms. Karen Bringol

Re: Water Line Installation – Topographic Survey and Design, Bidding and Construction  
Phase Services  
Kendleton - Water Line Project – FY 16 SOQ 17-061

Dear Ms. Bringol,

Thank you for selecting Amani Engineering, Inc. (Amani) to provide engineering, design, and topographic survey services for the above referenced project. Amani is pleased to provide this fee proposal (Request for Authorization) for the following services.

## 1. BACKGROUND:

We understand that the project consists of installation of approximately 1,950 LF of 12-inch PVC water line and 60 LF of 6-inch PVC water line, including valves, fittings, appurtenances and connections, along Willie Melton Boulevard, FM 2919 and Braxton Road in Kendleton, TX.

## 2. SCOPE OF SERVICES:

- Provide Topographic Survey for approximately 2,150 linear feet along Willie Melton Boulevard, FM 2919 and Braxton Road.
- Provide Survey Control map signed and sealed by Texas RPLS.
- Provide Final Design Phase, Bidding Phase and Construction Phase Services in accordance with the agreement between Fort Bend County Community Development Department and Amani, and conforming to current local, state, and Federal guidelines.
- Provide Final Design Phase services based on findings and recommendations from previous Phase I and II limits. Final design will include plans, specifications, a construction cost estimate and construction contract documents. Coordinate with TxDOT throughout design, bid and construction phases.
- The design milestones are 90% and 100%.
- Provide Traffic Control and Storm Water Pollution Prevention Plans.

## 3. EXCLUSIONS:

- Boundary and Easement Surveys.
- Environmental Site Assessment.
- Geotechnical Services.
- Tree Protection Services.

Ms. Karen Bringol  
Fort Bend County MUD No. 19  
Water Line Installation  
Kendleton Water Line Project – SOQ 17-061, Kendleton, Texas  
June 9, 2017  
Page 2 of 2

**4. DELIVERABLES:**

- 90% and 100% design plans, specifications and estimate.
- Paper plots for 90% submittals.
- Mylar plots for 100% submittals.

**5. SCHEDULE:**

- Six (6) weeks for topographic survey from the date of notice to proceed.
- Twelve (12) weeks for 90% submittal from the date of authorization.
- Four weeks for 100% submittal after we receive review comments from the OWNER on 90% submittal.

**6. FEE:**

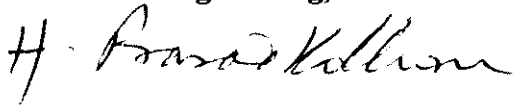
We propose a not to exceed lump sum fee of \$46,124.40, based on the enclosed Level of Effort Estimate and as summarized below:

Topographic Survey Phase:	\$10,750.00
Final Design Phase:	\$26,115.00
Bidding Phase:	\$ 1,875.00
Construction Phase:	\$ 6,480.00
Indirect Cost (@ 2% of Direct Cost):	<u>\$ 904.40</u>
<b>TOTAL FEE:</b>	<b>\$46,124.40</b>

We appreciate the opportunity to work on this project. Please call Robert T. "Bob" Morgan, P.E., at 713-270-5700 ext. 104 or me at ext.101 if you have questions or need additional information concerning this proposal.

Yours sincerely,

**For Amani Engineering, Inc.**



H. Prasad Kolluru, P.E.  
President

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

HPK:md:rlm 6/9/17

Encl: Level of Effort Estimate

**FORT BEND COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
WATER LINE INSTALLATION - KENDLETON, TX  
APPROXIMATELY 2,010 LF ON WILLIE MELTON BLVD, FM 2919 AND BRAXTON RD**

**LEVEL OF EFFORT ESTIMATE**

**AMANI ENGINEERING, INC**

**DATE: 6/9/2016**

TASK NUMB.	TASK DESCRIPTION	Project Principal (\$195/hr)	Project Manager (\$165/hr)	QA/QC (\$150/hr)	Project Engineer (\$105/hr)	CADD Technician (\$90/hr)	Clerical (\$60/hr)	SUB TOTAL HOURS
<b>TOPOGRAPHIC SURVEY</b>								
1	Topographic Survey along Major Thoroughfare (300 LF @ \$4.50/LF) (FM 2919, from Willie Melton to Braxton Rd)							\$1,350.00
2	Topographic Survey along Minor Thoroughfare - (Willie Melton Blvd: from Braxton Cir to FM 2919, and Braxton Road: from FM 2919 to the intersection of Braxton and Lum Road (~1,850 LF @ \$4.00/LF)							\$7,400.00
3	Establishment of Survey Monument (1 @ \$2,000 EA)							\$2,000.00
<b>SUB TOTAL AMOUNT - TOPOGRAPHIC SURVEY</b>								<b>\$10,750.00</b>
<b>PHASE II - FINAL DESIGN PHASE</b>								
4	Project Site Walk to Verify Existing Field Conditions		4		4			8
5	Prepare Construction Drawings for 90% Submittal							0
	A. Cover Sheet and Vicinity Map	1	0.5		1	2		3.5
	B. Drawing Index, General Notes and Legend	1	0.5		1	2		3.5
	C. Overall Layout	1	2		2	4		8
	D. Plan and Profile Drawings	6	12		24	54		90
	E. Standard Details	4	1		1	2		4
	F. Traffic Control Plans	2	2		4	12		18
	G. Storm Water Pollution Prevention Plans	1			1	4		5
6	Prepare Sheet-by-Sheet Quantities and Construction Cost Estimate at 90% Submittal		4		8			12
7	Prepare Project Manual including Construction Contract and Specifications		1		6		2	9
8	Project Site Walk to Verify Design with Field Conditions				6			6
9	QA/QC at 90% Submittal			4				4
10	Incorporate 90% Review Comments into Final Bid-Ready Drawings and Project Manual		2		12			14
11	Update Sheet-by-Sheet Quantities and Construction Cost Estimate at Final Bid-Ready Submittal		2		6			8
12	QA/QC at Final Bid-Ready Submittal	2		6				8
13	Obtain Utility Signatures & Permits					4		4
14	Admin., TxDOT Coordination, Project Management, and Document Control	2	12		8		4	26
<b>SUB TOTAL HOURS - PHASE II - FINAL DESIGN</b>		<b>4</b>	<b>43</b>	<b>10</b>	<b>84</b>	<b>84</b>	<b>6</b>	<b>231</b>
<b>SUB TOTAL AMOUNT - PHASE II - FINAL DESIGN</b>		<b>\$780.00</b>	<b>\$7,095.00</b>	<b>\$1,500.00</b>	<b>\$8,820.00</b>	<b>\$7,560.00</b>	<b>\$360.00</b>	<b>\$26,115.00</b>



**FORT BEND COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
WATER LINE INSTALLATION - KENDLETON, TX  
APPROXIMATELY 2,010 LF ON WILLIE MELTON BLVD, FM 2919 AND BRAXTON RD**

**LEVEL OF EFFORT ESTIMATE**

**AMANI ENGINEERING, INC**

**DATE: 6/9/2016**

<b>TASK NUMB.</b>	<b>TASK DESCRIPTION</b>	<b>Project Principal (\$195/hr)</b>	<b>Project Manager (\$165/hr)</b>	<b>QA/QC (\$150/hr)</b>	<b>Project Engineer (\$105/hr)</b>	<b>CADD Technician (\$90/hr)</b>	<b>Clerical (\$60/hr)</b>	<b>SUB TOTAL HOURS</b>
<b>PHASE II - BIDDING PHASE</b>								
15	Attend Pre-bid Conference / Prepare Addenda		4		4			8
16	Bid-tabulation, Evaluation and Recommendations		1	1	4		1	7
<b>SUB TOTAL HOURS - PHASE II - BIDDING AND NEGOTIATING PHASE</b>		<b>0</b>	<b>5</b>	<b>1</b>	<b>8</b>	<b>0</b>	<b>1</b>	<b>15</b>
<b>SUB TOTAL AMOUNT - PHASE II - BIDDING AND NEGOTIATING PHASE</b>		<b>\$0.00</b>	<b>\$825.00</b>	<b>\$150.00</b>	<b>\$840.00</b>	<b>\$0.00</b>	<b>\$60.00</b>	<b>\$1,875.00</b>
<b>PHASE III-CONSTRUCTION PHASE</b>								
17	Attend Pre-Construction Meeting / Progress Meetings (Minimum One Monthly and As Needed) - Assumed 2 Meetings		4		4		2	10
18	Construction Site Observation Visits (Minimum One Monthly and As Needed) - Assumed 2 Meetings		4		4			8
19	Review and Respond to Submittals / RFI's / RFP's / Change Orders / In-Field Investigations and Solutions /etc		2		8			10
20	Monthly Construction Activity or Non-Activity Reports (Format Approved by PM) Until Completion - Assumed 2 reports		2		8		2	12
21	Substantial / Final Completion Walk Through				8			8
22	Record Drawings (Review / Verify / Incorporate As-Built)		2		2	4		8
<b>SUB TOTAL HOURS - PHASE III - CONSTRUCTION PHASE</b>		<b>0</b>	<b>14</b>	<b>0</b>	<b>34</b>	<b>4</b>	<b>4</b>	<b>56</b>
<b>SUB TOTAL AMOUNT - PHASE III - CONSTRUCTION PHASE</b>		<b>\$0.00</b>	<b>\$2,310.00</b>	<b>\$0.00</b>	<b>\$3,570.00</b>	<b>\$360.00</b>	<b>\$240.00</b>	<b>\$6,480.00</b>
<b>TOTAL AMOUNT (DIRECT COST)</b>								<b>\$45,220.00</b>
<b>Indirect Cost (@2% of Direct cost)</b>								<b>\$904.40</b>
<b>TOTAL FEE</b>								<b>\$46,124.40</b>

# EXHIBITS B-E

## **EXHIBIT B**

### **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS**

#### **I.**

##### **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title 24 Code of Federal Regulations Part 1. In accordance with the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Contractor receives Federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure is thereon provided or improved with the aid of Federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Contractor will further comply with federal regulations, 24 CFR Part 1, which implement the act.

#### **II.**

##### **FAIR HOUSING REQUIREMENTS**

The Contractor shall comply with the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100, Part 109, and Part 110. No person in the United States shall, on the basis of race, color, religion, sex, national origin, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

#### **III.**

##### **EXECUTIVE ORDER 11063**

The Contractor shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Contractor will take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities area, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

#### **IV.**

### **SECTION 109 OF THE COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Community Development Act of 1974, in that no person in the United States shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds.

#### **V.**

### **EXECUTIVE ORDER 11246**

The Contractor shall comply with Executive Order 11246, as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. and the regulations issued pursuant thereto (451 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts.

Contractor agrees that contractors and subcontractors on Federal or federally-assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

#### **VI.**

### **RELOCATION, ACQUISITION & DISPLACEMENT**

The Contractor agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Contractor agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

#### **VII.**

### **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

- A. The Contractor shall, to the greatest extent feasible, give opportunities for training and employment to lower-income residents of the County and shall award contracts for work in connection with the Project to business concerns which are located in or owned in substantial part by persons residing in the County.
- B. The Contractor shall include the phrase in paragraph A in all contracts for work in connection with this project.

## **VIII.**

### **LEAD-BASED PAINT**

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

## **IX.**

### **USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS**

The Contractor shall not use assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under provisions of 24 CFR Part 24.

## **X.**

### **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS**

The Contractor and its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 2 CFR 200 as applicable, as they relate to the acceptance and use of Federal funds under this part.

## **XI.**

### **CONFLICT OF INTEREST**

- A. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from the Agreement.
- B. In accordance with 24 CFR Part 570.611, no persons described in paragraph C who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to CDBG activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- C. The requirements of paragraph B apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, Contractor, and of any designated public agency, or subrecipient under 24 CFR Section 570.20 which receives funds under the CDBG grant agreement with HUD.

## **XII.**

### **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS**

The Contractor agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation.

## **XIII.**

### **ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT**

The Contractor agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Contractor also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

#### **XIV.**

##### **MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

The Contractor shall comply with Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Contractor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

#### **XV.**

##### **DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP**

The Contractor shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 61-1-07) and implementing regulations at 24 CFR part 146. The Contractor shall not discriminate against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

#### **XVI.**

##### **RECORDS FOR AUDIT PURPOSES**

Without limitation to any other provision of this Agreement, the Contractor shall maintain all records concerning the Project that will facilitate an effective audit to determine compliance with program requirements. Records shall be kept for three (3) years from the expiration date of the Agreement. The Contractor will give the County, HUD, and the Comptroller General of the United States, the General Accounting Office or any of their authorized representatives access to and the right to examine, copy or reproduce all records pertaining to the acquisition and construction of the Project and the operation of the Project. The right to access shall continue as long as the records are required to be maintained.

#### **XVII.**

##### **DRUG FREE WORKPLACE ACT OF 1988**

The Contractor shall comply with the Drug Free Workplace Act of 1988 and certify that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR part 24, subpart F.

#### **XVIII.**

##### **PREVAILING WAGE (DAVIS-BACON) AND COPELAND ANTI-KICKBACK ACTS**

The Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of

Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Agency for Housing and Urban Development..



## EXHIBIT C

### Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 28<sup>th</sup> date of June, 2017.

By H. Prasad Kollum  
(signature)  
H. Prasad Kollum, P.E  
(typed or printed name)  
President  
(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT  
(type and identity of program, project or activity)

## Exhibit D

### CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Amani Engineering Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Houston Texas.

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Amani Engineering Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

H. Bhazad Kelluru  
Signature

H. Bhazad Kelluru / President  
Title

6/28/2017  
Date

## **Exhibit E**

### **SECTION 3 CLAUSES**

Contractor certifies they meet the requirements of 24 CFR part 135, § 135.38 Section 3 clause as listed below:

Contractor certifies that they meet and will be able to show compliance with the following (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

As officers and representatives of Amani Engineering, Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

H. Prasad Kalluri  
Signature

H. Prasad Kalluri / President  
Title

6/28/2017  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Amani Engineering, Inc.  
Houston, TX United States

Certificate Number:  
2017-229802

Date Filed:  
06/28/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SOQ 17-061  
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



H. Prasad Kolluru  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said H. Prasad Kolluru, this the 28<sup>th</sup> day of June, 20 17, to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

Mary Mathew  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Amani Engineering, Inc.  
Houston, TX United States

Certificate Number:  
2017-229802

Date Filed:  
06/28/2017

Date Acknowledged:  
07/11/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

SOQ 17-061  
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.****6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath