

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 Amani Engineering, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on July 14, 2018, (hereinafter "Agreement") pursuant to SOQ 14-025, as amended by documents executed on September 4, 2018, (hereinafter "Amendment") and April 2, 2019, (hereinafter "Second Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional engineering services to be provided and increase the total Maximum Compensation for such additional services.

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

1. County shall pay Contractor an additional seven thousand one hundred twenty-one dollars and no/100 (\$7,121.00) for additional engineering services.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed three hundred sixteen thousand seven hundred ninety-one dollars and no/100 (\$316,791.00), authorized as follows:
 - \$212,468.00 under the Agreement;
 - \$64,424.00 under the Amendment;
 - \$32,778.00 under the Second Amendment; and
 - \$7,121.00 under this Third Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequent amendment exceed the Maximum Compensation without further written 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.

Third Amendment to Agreement for Professional Engineering Services

2017 Mobility Bond Program – Project No. 17114

Page 1 of 2

Except as provided herein, all terms and conditions of the Agreement and any subsequently executed amendment shall remain unchanged.

FORT BEND COUNTY

AMANI ENGINEERING, INC


County Judge KP George


Authorized Agent – Signature

KP George, County Judge

H. Prasad Kolluru, P.E.
Authorized Agent – Printed Name

12/15/2020

Date



ATTEST:


President
Title



12/3/2020
Date

Laura Richard, County Clerk

APPROVED:



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

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 316,791.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

November 05, 2020

Mr. Kevin Mineo, P.E.
Sr. Project Manager
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Via Email:
KMineo@BinkleyBarfield.com

Re: Fort Bend County Mobility Bond Program
Project Number: 17114
Fee Proposal for Parcel Acquisition related Surveying Services for
Future Rohan Road and Benton Road Drainage Improvements

Dear Mr. Mineo,

Per your request, Amani is pleased to provide this fee proposal for the captioned supplemental services.

1. PROJECT BACKGROUND

Within the next few years, Fort Bend County Precinct 1 proposes to widen the existing Benton Road right-of-way (ROW), from south of A. Myers Road to Rohan Road, to facilitate the construction of a boulevard roadway. Also, Rohan Road will be widened to a 41-foot roadway.

2. PROJECT SCOPE

Based on the information provided by Binkley & Barfield, Inc. (BBI), we have prepared the following scope of services as the basis for this fee proposal.

- Provide parcel acquisition services to acquire four (4) ROW and drainage parcels, including exhibits, associated metes and bounds descriptions and setting the parcels in the field. See enclosed Rekha's fee proposal and Exhibit – B for details.

3. EXCLUSIONS

- Topographic surveys.
- Design of roadway and drainage improvements, including preparation of construction bid documents.
- Subsurface utility engineering services.

4. DELIVERABLES

- Parcel acquisition documents for four (4) parcels, signed and sealed by Texas RPLS.

5. FEE


We propose a supplemental fee of \$7,121.00 for the scope and deliverables mentioned above. This is in addition to the budget available in the contract in the amount of \$17,179.00. See summary below.

Parcel Acquisition Services – Rekha	\$ 22,500.00
Survey Management, coordination and QA/QC – Amani	\$ 1,800.00
Total Fee:	\$ 24,300.00
Contingency amount remaining in the original contract =	\$ 17,179.00
Therefore, Supplemental fee required (\$24,300 – \$17,179) =	\$ 7,121.00


Mr. Kevin Mineo, P.E.
Fee Proposal for Parcel Acquisition Surveying Services
November 5, 2020
Page 2 of 2

We appreciate the opportunity to propose on this project. If you have questions or need any additional information, please call Murthy Made at 713-270-5700 x122, or Mahesh Dutta at x109.

Yours sincerely,
For Amani Engineering


H. Prasad Kolluru, P.E.
President

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


HPK: md: mm

Enclosure: Proposal dated 10/28/2020 from Rekha Engineering, Inc.



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

Mr. Murthy Made, P.E.
Assistant Project Manager

December 9, 2019
Rev October 28, 2020

 **Amani Engineering, Inc.**
• Engineers • Surveyors • Construction Managers

8303 SW Frwy, Ste 600| Houston, TX 77074

RE: Proposal and Letter of Agreement for: Professional Land Surveying for 2017 Fort Bend County Mobility Project - Roadway Design Mobility Project - Various Intersections I-14 (#3) on Rohan Road – 4 Tracts and ROW Acquisitions - Fort Bend County

REKHA ENGINEERING, INC. ("RE") is pleased to submit the following proposal and letter of agreement to provide professional land surveying services for the referenced project. Included in the overall scope is to a) prepare and coordinate a survey for each right-of-way acquisition that has been determined by the engineer for Benton Road and have been determined on the northern and southern portion of Benton Road only and approved by the county, so a Boundary Category 1A survey will be performed to produce:

- 1) An overall map showing the existing and proposed right-of-way adjacent tracts with the overall ownership deed boundary shown including abstract information and stationing plus the portion of the tract that is to be acquired with boundary information.
- 2) A parcel map for the acquisition parcel required for right-of-way acquisition with all boundary calls plus point of beginning and commencement.
- 3) Prepare a metes and bounds description of the tract boundary plus referenced Texas Plane Coordinate system and point of beginning.
- 4) Setting of property corners for the parcel to be acquired.

Note all work of proposed takings with parcel numbers, and a preliminary roadway layout. Right-of-way documents will be provided separately from other design documents and per-parcel basis. Deliverable items shall be a) 2D Plainview drawing in AutoCAD 19 Civil 3D Format b) ASCII files c) Texas RPLS signed and stamp Survey Control Overall Map, Parcel Map and Metes and Bounds Description.

Scope of services consist are per Exhibit B of the attached exhibit map which shows on Benton Road And Rohan Road: Per Exhibit Map "B"

- Tract 1. Acquisition portion for one tract being west side of Benton Road and south side of Rohan Road & 20 foot wide easement in back out of the 33.45 acre corner tract - Boundary survey performed prior
- Tract 2. Perform boundary survey 1a of total tract being FB Tract R45234 – 32.63 acres and Fort Bend Acquisition of two portions of tract being frontage on 10 feet south of Rohan Road plus 100' of back of same tract including boundary survey of total new tract
- Tract 3 Perform boundary survey 1a of total tract being FB Tract R212394 – 32.62 acres and Fort Bend Acquisition of two portions of tract being frontage on 10 feet south of Rohan Road plus 100' of back of same tract including boundary survey of total new tract
- Tract 4 Perform boundary survey 1a of total tract being FB Tract R213578 – 23.425 acres and Fort Bend Acquisition of two portions of tract being frontage on 10 feet south of

TBPE FIRM NO. F-3712 TBPLS FIRM NO. 10133800
7676 Hillmont Street, SUITE 350 - HOUSTON, TEXAS 77040
PHONE: (713) 895-8080/8081 - FAX: (713) 895-7686
Website: www.rekhaengineering.com - E-mail: jake1@pdq.net



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

Rohan Road plus 100' of back of same tract including boundary survey of total new tract

Note this proposal is in addition to all previous services are 100% complete in previous contracts. Note **not included** are the following: any other land surveying services except as referenced above in this proposal.

Proposed schedule is a) to complete the land surveying for the right of way surveying with maps and metes and bounds for the proposed acquisitions is 4 weeks from the date of authorization which will be invoiced at 95% b) Once authorized by Commissioner Meeting for actual acquisition, the setting of property corners will take 1 week from authorization, which is the remaining 5% of fee which completes the project.

REKHA Engineering, Inc. will perform the referenced services for a lump sum fee of:

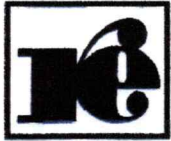
Per Exhibit Map "B"

Tract 1.	Acquisition portion for one tract being west side of Benton Road and south side of Rohan Rd&20-ft wide easement in back out of the 33.45 acre corner tract	3,000.00
Tract 2.	<u>Perform boundary survey 1a of total tract being FB Tract R45234 – 32.63 acres</u> and Fort Bend Acquisition portion of two portions of tract being frontage on 10 feet south of Rohan Road plus 100' of back of same tract	\$ 6,500.00
Tract 3	<u>Perform boundary survey 1a of total tract being FB Tract R212394 – 32.62 acres</u> and Fort Bend Acquisition portion of two portions of tract being frontage on 10 feet south of Rohan Road plus 100' of back of same tract	6,500.00
Tract 4	<u>Perform boundary survey 1a of total tract being FB Tract R213578 – 23.425 acres</u> and Fort Bend Acquisition portion of two portions of tract being frontage on 10 feet south of Rohan Road plus 100' of back of same tract	6,500.00

Total proposal = \$ 22,500.00

including reimbursable expenses and no state sales tax (n.a.). Reimbursable Expenses (RE) consist of mileage, plots, reproduction, filing fees, etc. as shown on Exhibit "A". Note if the scope of services is adjusted or changed, and upon your **written** approval, we shall invoice extra services on an hourly basis as per Exhibit "A", attached hereto and made a part hereof. If this is acceptable to you, please sign below and return one fully executed original to us, at which time this will become a binding Agreement between us. Upon receipt thereof, we will immediately commence performance of our services. **Payment will be due upon receipt of this invoice per overall agreement.** In the event this account is placed for collection with any party or through judicial proceedings, you agreed to pay all costs incurred and/or are awarded by the court and in addition to any principal, prejudgment interest and all costs associated with the collection, including deliveries, etc... Furthermore, you agree that all past sums bear interest of at the 1.5% per month or 18% per annum on any and all outstanding balances. Venue for any dispute under this contract is Houston, Harris County, Texas. All sums are due and payable in Houston, Harris County, Texas. **Presently, RE has 2,000,000 professional liability Insurance coverage; workman compensation coverage; and \$1,000,000 umbrella liability coverage. However, it is agreed that RE will be responsible only for loss or injury caused by acts or omissions of its agents and employees, and Owner will indemnify and hold RE harmless from any and all claims or causes of action arising, in whole or in part, from the**

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Website: www.rekhaengineering.com - E-mail: jake1@pdq.net



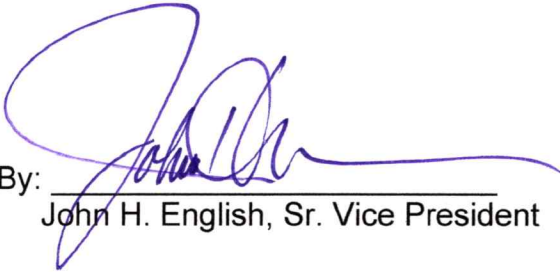
REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

act or omissions of Owner, Owner's agents, employees, third parties and/or consultants associated with the Owner & the herein referenced project. RE Appreciates the opportunity to submit this proposal and we are ready to perform for you!!

REKHA ENGINEERING, INC.

AGREED AND ACCEPTED BY:

By: 
John H. English, Sr. Vice President

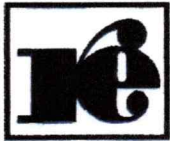
By: _____

(Note: the entity and person that is signing this proposal is responsible for payment).

Type Name: _____

Date _____

Telephone & Email _____



REKHA ENGINEERING, INC.

CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS

EXHIBIT " A "

2020 Hourly Rates (for RE, INC. = REKHA Engineering, Inc. REI-RE)

Land Surveying - 1-1-19

Principal	\$175.00/hr
Project Manager	150.00/hr
Surveyor (RPLS)	\$125.00/hr
Technician	\$95.00/hr
Secretary	\$55.00/hr
Survey Crew (Crew w/ Data Coll + Robotic Total Station w GPS)	\$140.00/hr
Survey Crew (2-Man Crew " " ")	\$175.00/hr
Permitting expediter process and services	45.00/hr

Reimbursable Expenses and Handling Charges (REI) – see below list

eee. Reproduction (Out of Office)	(cost + 15%)
fff. Mileage	\$ 0.65/mile
ggg. <u>Reproduction - In Office</u> - computer plots (D size)	6.00 per plot
hhh. " " " (E size)	9.00 per plot
iii. Black Line and check plots for design	5.00 each
jjj. Mylars, Vellums and/or Sepia	20.00 each
kkk. Field Supplies - Survey lathes, hubs, iron rods, etc...	\$ 3.00 ea.
<u>Delivery including handling by in office</u>	35.00/del
<u>Out of Town Expenses-</u> Meal Cost per person per day	35.00/day
Airplane Flight, rent car, expenses from trip, REI, Motel, Hotel	(Cost + 10%)

Items which are charged hourly per this exhibit & additional conditions of this agreement

1. In the event that payment is not made within 60 calendar days of the date of the invoice submitted per the proposal agreement, referenced Client agrees fully to make full payment at the time the civil engineering and/or land surveying product is ready for pickup at RE, Inc. office. (RE, Inc.= REKHA Engineering, Inc.). All meetings are port to port.
2. All Fees for application fees, building fee, subdivision plat fees, HL&P (CenterPoint or others) Plan fees (\$50.00) and any other municipal / public utility company fee shall be paid by the client directly plus other consultant fees (soils, etc...). Plus City of Houston plat fees –estimated recordation review fee - \$ 400.00, Fort Bend County plat review fee - \$ 600.00.
- 3) Set Property Corners after the survey is complete is additional & charged Hourly @ 130/hr + calculations - included
- 4) Client to provide all original tax certificates & updated title reports for all subdivision plat submittals for review & recordation at their cost. REKHA can obtain all tax certificates for a hourly charge of a technician rates per this exhibit plus REI.
- 5) On all update surveys (in the proposal ref: it will say Update), if additional improvements are found compared to the previous survey completed, surveying and cadding the additional improvements shall be charged hourly per this exhibit A plus the original survey update fee plus reimbursable expenses and sale tax.
- 6) If this proposal is not executed after 45 work days of the date of the proposal, this proposal is void unless RE, Inc. approves an extension. If this proposal is executed for a project and the phases start

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3 months after the date of the previous phase ends, this proposal is void unless re-executed or extension is granted by RE, Inc. If work has started on this proposal and then ceased for 60 days – an hourly rate may be charged to re-activate the work.

7) Subdivision Plat – Variance Request and/or Public Hearing to a Plat- if a Variance and/or Public Hearing for a subdivision plat is required before or after submittal, there is a \$ 650.00 charge additional to the original engineering fee per item plus reimbursable per this exhibit to the original proposal plat fee to prepare, submit and coordinate this submittal for a variance and hopefully approval.

8) Client indemnifies RE, Inc. and limits the amount of liability to REKHA Engineering, Inc. for any and all civil engineering & land surveying services performed for the referenced client to twice the amount of the engineering &/or survey fee being charged per project as described on the cover sheet of this proposal. N.A.

9) Classification of completion of projects and invoicing are as follows: a) 50% is Preliminary Engineering, b) 90% is Final Engineering and submittals to agencies - 100% is approvals from agencies for civil engineering. Agency comments being 3 months after the plans has been issued for review shall be hourly as per this Exhibit A.

10) Note that others will provide a title report with all backup documents plus adjoiner deeds showing the boundary of the tract and REI shall not be responsible for any and all abstracting including adjoiner deeds for the referenced project. Additional updates with new title reports after this survey is issued and attorney comments shall be additional and shall be charged hourly as per Exhibit "A". (by REKHA)

11) Note that this proposal for professional services do not include diligence investigations for utility service and connection points for all utilities, platting, approvals, and other items out of the scope of services of the above described proposed services. The land owner / developer is responsible for all diligences for any and all tracts of land they are planning to purchase / lease unless they specifically request REKHA (REI) to perform those services.

14) Based on the execution of this agreement by the client gives permission to RE to enter referenced property to perform all services as quoted attached in this proposal.

15) It is agreed by client that RE will be responsible only for loss or injury caused by acts or omissions of its agents and employees, and Owner will indemnify and hold RE harmless from any and all claims or causes, of action arising, in whole or in part, from the act or omissions of Owner, Owner's agents, employees, third parties and/or consultants associated with the Owner & the herein referenced project.

16) The survey is being provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction, as referenced in this proposal, which shall take place within a six month from the date of the referenced proposal is executed.

17) Note not included in any survey efforts or feasibility efforts in this proposal are location of fiber optic, electrical, cables and other underground utilities that are installed by owner or other entities that are not located on the top of the ground and/or not disclosed by owner at the time of the approval of this proposal by owner. Surveyor will make best attempt to collect this information and show as estimated locations per maps collected but no warranties are provided for these items in this proposal.

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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**

Certificate Number:
 2020-695357

Date Filed:
 12/03/2020

Date Acknowledged:
 12/15/2020

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

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.

17114 [SOQ 14-025]
 Third Amendment to Agreement for Professional 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)