STATE OF TEXAS §

§

COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Amani Engineering, Inc., (hereinafter "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 1, 2021, (hereinafter "Agreement") for Services to be provided under the Fort Bend County 2020 Mobility Bond Project Number 20316x, pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement for additional professional engineering Services to be provided and increase the total Maximum Compensation available to perform the Services.

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

- County shall pay Contractor an additional seven thousand five hundred dollars and no/100 (\$7,500.00) to render additional Services to County as described in the Supplemental Fee Proposal attached as Exhibit "A" hereto and incorporated herein for all purposes; and
- 2. The Maximum Compensation payable to Contractor for all Services rendered under the Agreement and this Amendment is hereby increased to an amount not to exceed forty-nine thousand six hundred forty-five dollars and no/100 (\$49,645.00), authorized as follows:

\$42,145.00 under the Agreement; and \$7,500.00 under this Amendment.

- 3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written amendment executed by the parties.
- 4. <u>Certain State Law Requirements for Contracts</u>. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

5. Human Trafficking

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.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

ORT BEND COUNTY AMANI ENGINEERING, INC					
County Judge KP George KP George, County Judge	H. Brown Kollum Aporized Agent Signature				
11-9-2021 Date ATTEST:	H PRASA DKOLWRU PE Authorized Agent Printed Name PRESIDENT Title				
Jaura Richard, County Clerk	10 2 5 28 1 Date				
APPROVED: J. Stacy Slawinski, P E., County Engineer					
AUDITOR'S	S CERTIFICATE				
I hereby certify that funds are avai accomplish and pay the obligation of Fort E	lable in the amount of \$ 49,645.00 Bend County under this contract	_ to			
Ruf & Sturber of					
Robert Ed Sturdivant, County Auditor					

EXHIBIT A



September 23, 2021

Mr. Mark C. Dessens, P.E. Schaumburg & Polk, Inc. 11767 Katy Freeway, Suite 900 Houston, TX 77079

Re: Fort Bend County 2020 Mobility Bond Program

Traffic Signal at FM359 at Candela Heights Drive Intersection,

Supplemental Fee Proposal for Pavement Markings and Wheel Chair Ramps

Fort Bend County, Precinct 3

Dear Mr. Dessens:

Thank you for the opportunity to provide professional engineering services for the referenced project. Based on the information provided in the emails dated September 21 and 22, 2021, we propose the following scope of work, deliverables, exclusions, and fee for our services.

I. SCOPE OF WORK

- Design pavement markings and striping for pedestrian crossing at the intersection of FM359 and Candela Heights.
- Design wheel chair ramps in conformance with ADA guidelines.
- Prepare project appropriate standard details of pavement markings and ramp elements.

II. DELIVERABLES

- Incorporate pavement markings and wheel chair ramp design into the traffic signals plan set.
- Standard details related to pavement markings and ramps.

III. EXCLUSIONS

- Design of pavement, ramps, sidewalks or other pedestrian facilities at the location(s) other than FM359 and Candela Heights intersection.
- Extra work not included in our scope

IV. FEE

Based on the scope of work and deliverables discussed above, we propose a total fee of \$7,500.00.

We appreciate this opportunity and look forward to working on this project. Please call Mahesh Dutta, P.E. at 713-270-5700, ext. 109, if you have questions concerning this proposal.

Yours sincerely,

For Amani Engineering, Inc.

and lollum

H. Prasad Kolluru, P.E.

President

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

HPK dib md

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

					1011			
	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		of business entity filing form, and the city, state and country of the business entity's place			Certificate Number:			
	Amani Engineering, Inc.		2021	1-816596				
	Houston, TX United States		Date	Filed:				
2		ntal entity or state agency that is a party to the contract for which the form is			10/25/2021			
	being filed.	Date	Date Acknowledged:					
	Fort Bend County			11/09/2021				
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide		y the c	ontract, and prov	/ide a			
	Project No.20316X[SOQ 14-025]							
	First Amendment to the Agreement for Professional Engineer	ing Services						
4				Nature of interest				
	Name of Interested Party	lame of Interested Party City, State, Country (place of busines		<u> </u>				
				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) (s	state)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct	xt.						
	Executed inCounty	y, State of, on the		day of	, 20			
				(month)	(year)			
	Signature of authorized agent of contracting business entity (Declarant)							