

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS FIFTH 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 October 6, 2015, (hereinafter “Agreement”) pursuant to SOQ 14-025, as amended by documents dated April 26, 2016 (hereinafter “Amendment”), September 6, 2016 (hereinafter “Second Amendment”), November 27, 2018, (hereinafter “Third Amendment”), and June 8, 2021 (hereinafter “Fourth Amendment”); and

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

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

1. County shall pay Contractor an additional thirty-four thousand six hundred sixty dollars and no/100 (\$34,660.00) to perform the additional engineering and surveying services as described in Contractor’s Fee Proposal dated February 3, 2022 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed six hundred ninety-nine thousand four hundred seventy-four dollars and 50/100 (\$699,474.50), authorized as follows:
 - \$425,286.00 under the Agreement;
 - \$36,555.00 under the Amendment;
 - \$75,240.00 under the Second Amendment;
 - \$56,984.00 under the Third Amendment;
 - \$70,749.50 under the Fourth Amendment; and
 - \$34,660.00 under this Fifth 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 an agreement executed by the parties.
4. The parties agree the terms of the Agreement have remained in effect to date and the Time of Performance shall hereby be extended to end no later than May 31, 2024.
5. 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 subsequent amendments shall remain unchanged.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

March 22, 2022
 Date

ATTEST:



Laura Richard, County Clerk

APPROVED:



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

AMANI ENGINEERING, INC.


 Authorized Agent – Signature

H. Prasad Kolluru, P.E.

Authorized Agent – Printed Name

President

Title

3/7/2022

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 699,474.50 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

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Fifth Amendment to Agreement for Professional Engineering Services

2013 Mobility Bond Project No. 13112

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EXHIBIT A



Amani Engineering, Inc.

• Engineers • Surveyors • Construction Managers

February 3, 2022

Mr. Robert T. McBride, P.E.
Senior Project Manager
LJA Engineering, Inc.
3600 W Sam Houston Parkway S, Suite #600
Houston, TX 77042

Re: Fee Proposal for Additional Engineering Services
Pavement Redesign and Water Line Relocation Design
South Post Oak Boulevard from Hunter Green Lane to Trammel Fresno Road
FBC Project No.: 13112

Dear Mr. McBride,

Reference is made to your e-mail dated January 25, 2022 and subsequent TEAMS conversation on February 1, 2022, wherein we discussed the County's desire to modify/revise the existing design for the proposed pavement and to provide a design for relocation of the existing waterline. Amani is pleased to provide this fee proposal for these additional engineering services for the referenced project. The scope of work, exclusions, deliverables, schedule and proposed fee is as follows:

Scope of Work

- Revise the plan drawings to include concrete pavement in-lieu of currently proposed asphalt pavement along South Post Oak from W. Sycamore to Trammel Fresno. Revise earthwork cross sections, as necessary.
- Provide design services for relocating the existing water line along South Post Oak Boulevard between approximate Sta. 35+00 and Sta. 54+00, including necessary design revisions for connections at intersecting side streets.
- Revise typical sections, details, TCP and SWPPP as required based on the design changes.
- Update proposed bid quantities and engineer's estimate of probable construction cost.

Exclusions

- All work not referenced in the above Scope of Work section.

Deliverables

- Updated plan & profile drawings and detail sheets required to adequately present the revised pavement and water line relocation design.
- Updated earthwork cross sections.
- Updated bid quantities and estimate of probable construction cost.

Mr. Robert W. Barnett, P.E.
Fort Bend Mobility Bond Project Number 13112
Fee proposal for Additional Engineering Services
February 3, 2022
Page 2 of 2

Schedule

- Deliverables for review will be submitted within six(6) weeks from the date of written authorization to proceed.
- Final drawings and documents will be submitted within four(4) weeks following receipt of all final review comments.

Fee

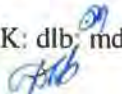
We propose a lump sum fee of \$34,660.00 for the above-mentioned scope of work and deliverables. See enclosed level of effort for details.

We appreciate the opportunity to work on this project. If you have questions or need additional information, Please call Mahesh Dutta at x109 or me at 713-270-5700 x101.

Yours sincerely,
For Amani Engineering


H. Prasad Kolluru, P.E.
President

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

HPK: dlb, md


Enclosure: Level of Effort Estimate

**South Post Oak Road from Hunter Green to Trammel Fresno
 FBC Project No. 13112; Amani Project No. E151012
 LEVEL OF EFFORT ESTIMATE
 PAVEMENT REDESIGN AND WATER LINE RELOCATION**

Client: Fort Bend County

02/03/22

Basic Services Task		Staff Category	Principal Engineer	Project Manager	Senior Civil Engineer	Project Engineer	Graduate Engineer	CADD Technician	Clerical Staff	Subtotal Manhours per Task	Subtotal Labor Cost per Task
No.	Description	Rate	\$ 250.00	\$ 210.00	\$ 175.00	\$ 150.00	\$ 120.00	\$ 100.00	\$ 95.00		
Engineering (Lump Sum)											
1	Revise plan and profiles, typical sections, TCP, SWPPP and cross sections, including pavement redesign and water line relocations			16		24	40	80		160	\$ 19,760.00
2	Revise earthwork cross sections			4		12		24		40	\$ 5,040.00
3	Revise quantities and cost estimate			4		12	8			24	\$ 3,600.00
4	Project Management and QA/QC			8	24				4	36	\$ 6,260.00
	Subtotal Engineering Services		0	32	24	48	48	104	4	260	\$ 34,660.00

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:
2022-858077

Date Filed:
03/07/2022

Date Acknowledged:
03/22/2022

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.
13112 [SOQ 14-025]
Professional Engineering and Surveying 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)