

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 HJ Consulting, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Parties previously executed and accepted that certain Agreement for Professional Engineering Services on September 28, 2021 for construction of the Precinct 3 Library Access Road pursuant to SOQ 14-025 under the 2020 Mobility Bond Project No. 20318x, (hereinafter “Agreement”);

WHEREAS, the Agreement was subsequently amended by document executed on August 2, 2022 (the “First Amendment”) and January 3, 2023 (the “Second Amendment”); and

WHEREAS, by execution of this Third Amendment, the Parties desire to further amend the Agreement to allow Consultant to provide additional Services under the Agreement, to increase the Maximum Compensation for completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Consultant an additional amount not to exceed eighty-nine thousand two hundred ten and no/100 dollars (\$89,210.00) to perform the additional Services, as described in Consultant’s proposal letter dated October 25, 2023 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for all Services rendered under this Agreement is hereby increased to an amount not to exceed one million two hundred fifty thousand five hundred seventy-seven and no/100 dollars (\$1,250,577.00) authorized as follows:

\$981,347.00	under the Agreement
\$28,870.00	under the First Amendment

\$151,150.00	under the Second Amendment
\$89,210.00	under this Third Amendment
TOTAL MAXIMUM COMPENSATION	\$1,250,577.00

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant 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 one million two hundred fifty thousand five hundred seventy-seven and no/100 dollars (\$1,250,577.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the Total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed one million two hundred fifty thousand five hundred seventy-seven and no/100 dollars (\$1,250,577.00).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant 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, Consultant 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 § 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, Consultant 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 § 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, Consultant 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 § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- 4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 5. **Human Trafficking.** BY ACCEPTANCE OF AGREEMENT, CONSULTANT 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.
 - 6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Fourth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

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

HJ CONSULTING, INC.


Authorized Agent – Signature

Harish Jajoo, PE

Authorized Agent – Printed Name

President

Title

12-26-23

Date

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\engineering\h j consulting inc. (21-eng-101125-a3)\amend 3 - pro eng svcs.hjc (kcj - 12.13.2023)

EXHIBIT A



October 25, 2023

Mr. Mark Dessens, PE
Schaumburg & Polk, Inc.
8865 College Street
Beaumont, TX 77707

Re: Proposal for Additional Professional Services – Ginter Road/Library Access
FBC Project No. 20318X

Dear Mr. Dessens:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for the additional separation of revised package 3 into 3 separate subpackages. The fee is based upon the Scope of Work (SOW) of the additional design efforts outlined by Fort Bend County (FBC) and recent discussions with you. Refer to the original SOW and subsequent amendments for all other design efforts.

The additional scope is as follows:

Additional effort expended in separating the original package 3 into 3 separate subpackages:

1. Phase 3A (Roadway, Drainage, Water & Sanitary)
 - a. Roadway and Drainage from terminus of Phase 2 to North Project Limits
 - b. Water and Sanitary from terminus of Phase 1B to North Project Limits
 - c. Two Drainage Outfalls to North Detention Pond, with one drainage stub across roadway for Utility Easement
2. Phase 3B (Roadway, Drainage, Water & Sanitary)
 - a. Water and Sanitary for the remainder of the project
 - b. Roadway and Drainage for remainder of the project, except for Jackson Lane, and Phase 4 Right Turn Lane on FM 1093
3. Phase 3C (Roadway & Drainage)
 - a. Roadway and Drainage for Jackson Lane

The total fee for the additional scope is **\$89,210** and is detailed in the attachment, along with Proposed Phasing Layout. If you have any questions, please give me a call, or send me an email.

Sincerely,

A handwritten signature in black ink, appearing to read 'Harish Jajoo'.

Harish Jajoo, PE, CFM
President
HJ Consulting, Inc.

Civil Engineers | Construction Managers

4771 Sweetwater Boulevard, Suite 254, Sugar Land, Texas 77479
832-338-3202 (C) | 832-553-3103 (F) | www.hjconsultinginc.com

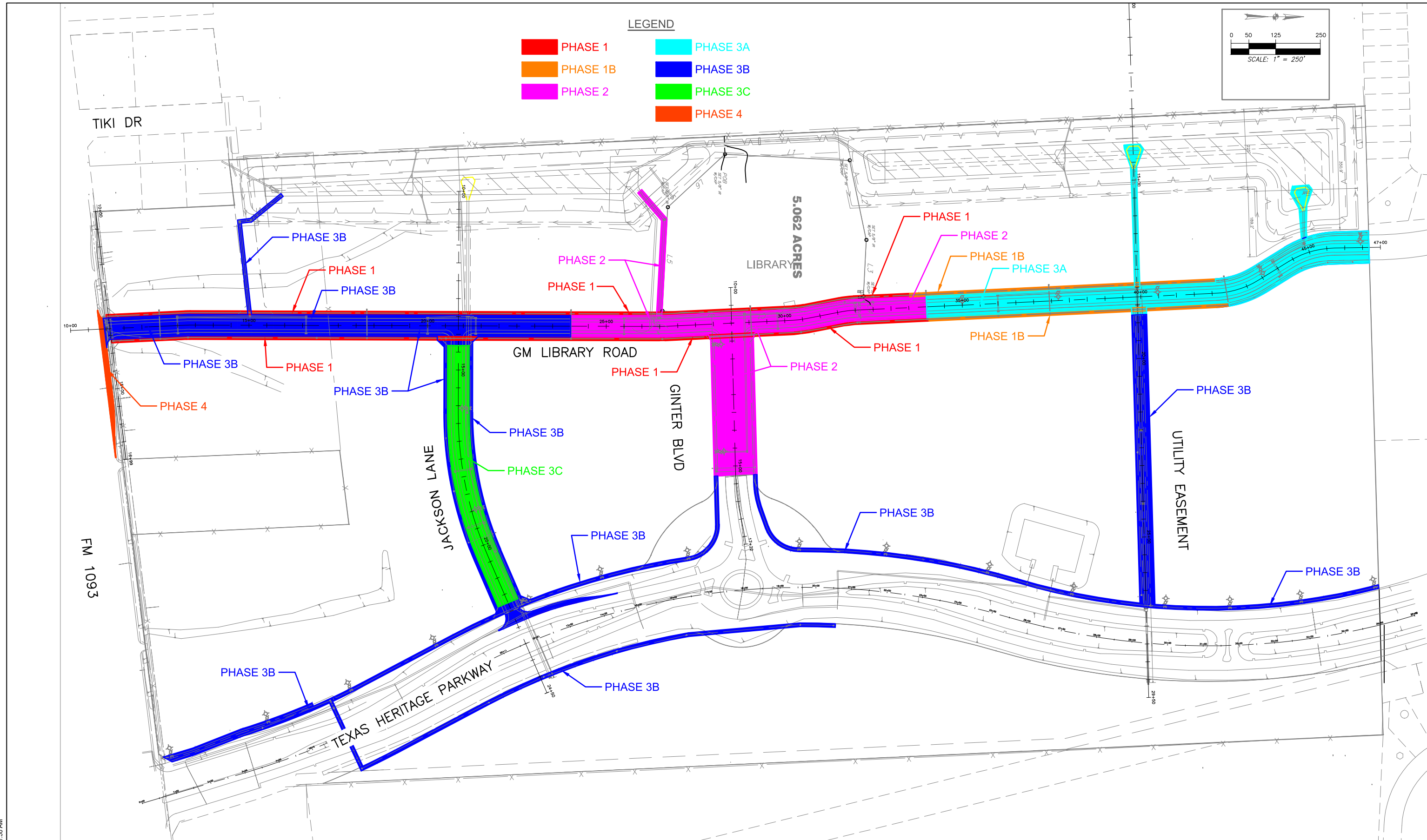
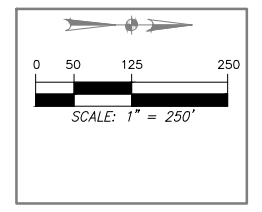


GINTER ROAD / LIBRARY ACCESS
GINTER TRACT DEVELOPMENT
FBC PROJECT# 20318X
HJ CONSULTING, INC.
LEVEL OF EFFORT FOR ADDITIONAL SERVICES, OCTOBER 2023

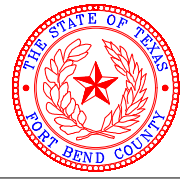
Employee Classification		No. of Sheets	Principal	Project Manager	QA/QC Engineer	Project Engineer	Graduate Engineer	CAD Technician	Admin	Subtotal Hours	Total
Labor Rate Per Hour			\$325.00	\$275.00	\$225.00	\$175.00	\$135.00	\$105.00	\$95.00		
TASK	TASK DESCRIPTION	ESTIMATED HOURS									
ADDITIONAL SERVICES											
1	Design Packages										
1.1	Phase 3A Design Package		6	15	15	30	60	90		216	\$ 32,250.00
1.2	Phase 3B Design Package		8	20	20	20	80	120		268	\$ 39,500.00
1.3	Phase 3C Design Package		4	8	8	16	32	48		116	\$ 17,460.00
SUBTOTAL				18	43	43	66	172	258	600	\$ 89,210.00
TOTAL HOURS				18	43	43	66	172	258	600	
TOTAL ESTIMATE				\$5,850	\$11,825	\$9,675	\$11,550	\$23,220	\$27,090		\$ 89,210.00

LEGEND

- PHASE 1
- PHASE 1B
- PHASE 2
- PHASE 3A
- PHASE 3B
- PHASE 3C
- PHASE 4



JHP Overall.dwg 10/25/2023 11:58 AM



**PRECINCT 1
LIBRARY ACCESS ROAD
PAVING AND DRAINAGE**



4771 Sweetwater Blvd
Suite 254
Sugar Land, Texas, 77479
(832) 338-3202 C
(832) 553-3103 F
TBPE FIRM F-15945

SHEET DESCRIPTION:

**EXHIBIT NO. 8
PROPOSED CONSTRUCTION PHASING**