

## ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS, McDonough Engineering Corporation**, a Texas corporation ("Assignor") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for itself, its successors and assigns, hereby grants, conveys, transfers, assigns and delivers to **LJA Engineering, Inc.**, a Texas corporation ("Assignee"), all of its right, title and interest in and to that certain Agreements for the provision of engineering services thereto by and between the Assignor and **FORT BEND COUNTY** ("Client"), and all purchase orders, task orders, or other such work authorizations thereto (collectively, the "Agreement"), the true and correct copies of which are attached hereto as Exhibit "A" for the following projects:

<u>FBC Project #</u>	<u>MEC Project #:</u>
20304	Tamarron Crossing (21030)
20116	Stella Road (21060)
20410	Bullhead Slough (21150)

Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement.

Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or assigns shall require.

**IN WITNESS WHEREOF**, the undersigned does hereby execute this Assignment effective as of the 26<sup>th</sup> day of July 2024.

**Assignor: McDonough Engineering Corporation**

By: Ranney McDonough  
Ranney W. McDonough, PE, President

**Assignee: LJA Engineering, Inc.**

By: James D. Ross  
James D. Ross, PE, President & CEO

## CONSENT OF CLIENT

The undersigned, as "Client" under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **McDonough Engineering Corporation** (the "Assignor"), to **LJA Engineering, Inc.** (the "Assignee"), and further certifies:

1. The Agreement constitutes the entire agreement between the parties to it and has not been modified or amended.
2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and, except as specifically set forth on Exhibit A attached hereto and made a part hereof, there are no other agreements, whether oral or written, or understandings of any nature between the Client and the Assignor which modify or amend the Agreement in any respect whatsoever.
3. There exists no default by McDonough Engineering Corporation, under the terms of the Agreement and there are no claims, actions, suits, or proceedings pending by the Client against McDonough Engineering Corporation.

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

### FORT BEND COUNTY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A: Agreement



# FORT BEND COUNTY, TEXAS PURCHASE ORDER

**P.O. NUMBER:** 201503

**PAGE #:** Page 1 of 1

**P.O. DATE:** 7/6/2021

**DELIVERY BY:** 7/6/2021

**BUYER:** Brooke A Lindemann

**VENDOR:** 25478

MCDONOUGH ENGINEERING CORP  
5625 SCHUMACHER LN  
HOUSTON TX 77057  
DAVID EVANS

**SHIP TO:** ENGINEERING  
301 JACKSON STREET 4th FLOOR  
RICHMOND TX 77469

**BILL TO:** COUNTY AUDITOR  
301 JACKSON  
RICHMOND, TX 77469

**Deliveries must be made to the address and suite number listed above**

The contents of this section are required by Texas Law and are included by County regardless of content.

Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By acceptance of purchase order, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

Texas Government Code Section 2251.152 Acknowledgment: By acceptance of purchase order, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Human Trafficking: By acceptance of Contract, Contractor acknowledges that Fort Bend 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.

DESCRIPTION	QUANTITY	UNIT COST	EXTEND COST
1 TAMARRON CROSSING PRC Engineering Services for Tamar	293,820 EA	\$1.00	\$293,820.00

Approved in CC on 6.22.2021 for a total contract amount not to exceed \$293,820  
Engineering Services for Tamarron Crossing Project 20304

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**GRAND TOTAL:** \$293,820.00



# FORT BEND COUNTY, TEXAS PURCHASE ORDER

**P.O. NUMBER:** 200285

**PAGE #:** Page 1 of 1

**P.O. DATE:** 5/26/2021

**DELIVERY BY:** 5/26/2021

**BUYER:** Brooke A Lindemann

**VENDOR:** 25478

MCDONOUGH ENGINEERING CORP  
5625 SCHUMACHER LN  
HOUSTON TX 77057  
DAVID EVANS

**SHIP TO:** ENGINEERING  
301 JACKSON STREET 4th FLOOR  
RICHMOND TX 77469

**BILL TO:** COUNTY AUDITOR  
301 JACKSON  
RICHMOND, TX 77469

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Human Trafficking: By acceptance of Contract, Contractor acknowledges that Fort Bend 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.

DESCRIPTION	QUANTITY	UNIT COST	EXTEND COST
1 STELLA ROAD PROJECT 20' Engineering services for Stell	632,281 EA	\$1.00	\$632,281.00

APPROVED IN CC 5-4-2021 IN AN AMOUNT NOT TO EXCEED \$579,445

FIRST AMENDMENT APPROVED IN CC 3-8-2022 TO INCREASE THE CONTRACT BY \$52,836 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$632,281  
Engineering services for Stella Road Project 20116

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**GRAND TOTAL:** \$632,281.00



# FORT BEND COUNTY, TEXAS PURCHASE ORDER

**P.O. NUMBER:** 207982

**PAGE #:** Page 1 of 1

**P.O. DATE:** 1/19/2022

**DELIVERY BY:** 1/19/2022

**BUYER:** Brooke A Lindemann

**VENDOR:** 25478

MCDONOUGH ENGINEERING CORP  
5625 SCHUMACHER LN  
HOUSTON TX 77057  
DAVID EVANS

**SHIP TO:** ENGINEERING  
301 JACKSON STREET 4th FLOOR  
RICHMOND TX 77469

**BILL TO:** COUNTY AUDITOR  
301 JACKSON  
RICHMOND, TX 77469

**Deliveries must be made to the address and suite number listed above**

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Human Trafficking: By acceptance of Contract, Contractor acknowledges that Fort Bend 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.

DESCRIPTION	QUANTITY	UNIT COST	EXTEND COST
1 BULLSHEAD SLOUGH PROJ Engineering services for Bulls	475,327 EA	\$1.00	\$475,327.00

Engineering services for Bullshead Slough Proj 20410

Approved in CC on 11.9.2021 for a total contract amount not to exceed \$475,327  
Time of performance through December 31, 2025

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**GRAND TOTAL:** \$475,327.00