

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 exceed One Hundred Forty Thousand Six Hundred Forty-Six and 50/100 Dollars (\$140,646.50) 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 Hundred Forty Thousand Six Hundred Forty-Six and 50/100 Dollars (\$140,646.50).

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 THIS AGREEMENT, CONSULTANT 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.
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 First 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 County.

FORT BEND COUNTY, TEXAS

HJ CONSULTING, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Harish Jajoo, PE
Authorized Agent- Printed Name

ATTEST:

President
Authorized Agent - Title

Laura Richard, County Clerk

01-16-2025
Date

APPROVED:

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



AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant,
County Auditor

Exhibit A-1: Consultant's Proposal dated October 7, 2024

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Exhibit A-1



October 7, 2024

Mr. Kevin Mineo, PE
Binkley & Barfield | DCCM
1710 Seamist Drive
Houston, TX 77008

Re: Proposal for Additional Professional Services
Boothill Bypass Road (Boothill Bypass to Hackamore Road, Precinct 1)
FBC Project #23117x

Dear Mr. Mineo:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for the Construction Phase Services, as described below:

Metes & Bounds Revisions for two parcels:

Revise and reissue the metes and bounds description and accompanying parcel maps for the acquisition of Parcels 1 & 3. (Task Completed)

Compensation:

The fee is lumpsum **\$650** to accomplish this task, paid to the surveyor without any markup.

CONSTRUCTION PHASE (To Be Billed as Time & Material):

The construction phase shall consist of attending Pre-Construction and Progress Meetings (when requested by FBC). The engineer will review and respond to Submittals, RFIs, RFPs and Change Orders as required. If needed, Substantial and Final Completion Walk-Thru and Punch List and Record Drawings will also be provided as required by Fort Bend County.

Compensation:

We request an appropriation of **\$15,000** to accomplish this task. Our rate sheet is as follows:

Employee	Hourly Rate
Principal	\$ 325
Project Manager	\$ 275
QA/QC Engineer	\$ 225
Project Engineer	\$ 175

Employee	Hourly Rate
Graduate Engineer	\$ 135
CAD Technician	\$ 105
Admin	\$ 75

Civil Engineers | Construction Managers

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

Boothill Bypass Road, FBC Precinct 1

Proposal for Professional Engineering Services (Amendment 1)

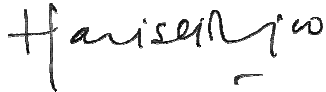
October 7, 2024

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The total compensation for the above services is **\$15,650**, of which \$650 is lumpsum and \$15,000 is time and material.

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". The signature is fluid and cursive, with a horizontal line extending from the end.

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



Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

August 12th, 2024

Harish Jajoo, P.E., CFM
HJ Consulting, Inc.
4471 Sweetwater Blvd., #254
Sugar Land, TX 77479

Via email: harish@hjconsultinginc.com

RE: Additional Surveying Services for Fort Bend County Mobility Project No. 23117x

Mr. Harish,

We hereby propose to provide the following services in accordance with the specifications set forth for an amount of SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$ 650.00):

Provide additional surveying and mapping as required on the Fort Bend County Mobility Project No. 23117x, Boothill Bypass Road, in connection with the proposed parcel layout changes requested by the Client August 12, 2024, to produce the following deliverables:

1. Revise and reissue the metes and bounds description and accompanying parcel map for the acquisition of Parcel 1 to include 15' x 15' corner clips on both south and north sides of its intersection with Boothill Bypass Road.
2. Revise and reissue the metes and bounds description and accompanying parcel map for the acquisition of Parcel 3 to include a 15' x 15' corner clip on the north side of its intersection with Hackamore Road.

Please allow up to 5 business days for the preparation of the deliverables once we have received notice to proceed.

All payments shall be due and payable on a net 30 basis, unless otherwise specified under Owner/Prime Contract. Tejas Surveying would like to be apprised of the billing to Fort Bend County when these surveying expenses are included.

Respectfully Submitted,

Jose A. Pedraza, RPLS, PMP, EIT, ENV SP
President
Pedraza Surveying, LLC
dba Tejas Surveying