



In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$1,354,209.50 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$1,354,209.50.

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, 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 First Amendment 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 § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this First Amendment 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 § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this First Amendment 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 §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, as amended.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, 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.
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.
7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{Execution Page Follows}**

**{Remainder of Page Intentionally Left Blank}**

**FORT BEND COUNTY, TEXAS**

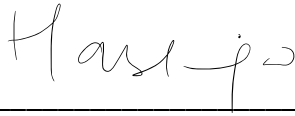
\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

**HJ CONSULTING, INC.**

  
\_\_\_\_\_

Authorized Agent – Signature

\_\_\_\_\_  
Harish Jajoo, PE

Authorized Agent- Printed Name

\_\_\_\_\_  
President

Title

\_\_\_\_\_  
04-29-2025

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 the Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

i:\agreements\2025 agreements\engineering\hj consulting (24-eng-100187-a1)\first amendment to agreement - hj consulting.docx - knm

# **EXHIBIT A-1**

(Scope of Work Follows Behind)



February 27, 2025

Mr. Robert McBride, PE  
LJA  
3600 W Sam Houston Pkwy S, Suite 600  
Houston, TX 77042

Re: Proposal for Additional Professional Services – Gaines Road Segment 2  
FBC Project No. 20429x

Dear Mr. McBride:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for Temporary Traffic Signal for the above referenced project, as described below:

**Scope:**

Temporary traffic signals will be required during the construction on Gaines Road at Beechnut Street. MBCO will develop layouts of the temporary signal to meet Fort Bend County and TMUTCD requirements which will include controller location, pole locations, vehicle and pedestrian signal heads, vehicle detection, and curb ramps. MBCO will also develop quantities and construction cost estimates.

This scope of work will include the following and will be per Fort Bend County guidelines:

- Basis of Estimate
- Temporary Traffic Signal Layout
- Temporary Traffic Signal Elevations
- Temporary Traffic Signal Details
- Cost Estimate

**Schedule:**

The task will run concurrently with the design phase.

**Civil Engineers | Construction Managers**

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

**Gaines Road Segment 2, FBC Precinct 4**

Proposal for Additional Professional Engineering Services

February 27, 2025

Page 2 of 2

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The total fee for the additional scope is broken down as follows:

Final Design (Lumpsu):	\$1,262.50
Subconsultant (MBCO) (NTE):	\$11,300
<b>Total:</b>	<b>\$12,562.50</b>

Breakdown of the fee is detailed in the attachment. If you have any questions, please give me a call, or send me an email.

Sincerely,



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



**Summary of Additional Services**  
**Project Name: *Gaines Road Segment 2***  
**Project Limits: Keegan's Bayou to County Line**  
**FBC Project # 20429x**

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<b>ADDITIONAL SERVICES</b>
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1 Final Design Phase	\$	1,262.50
2 Subconsultant Services	\$	11,300.00
MBCO Engineering	\$	11,300.00

<b>Sub-Total Option 1 &amp; 2: \$ 12,562.50</b>
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**GAINES ROAD SEGMENT 2  
KEEGAN'S BAYOU TO COUNTY LINE  
FBC PROJECT# 20429x  
HJ CONSULTING, INC.**

**LEVEL OF EFFORT FOR ADDITIONAL SERVICES, FEBRUARY 2025**

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											
FINAL DESIGN PHASE											
1	Project Management										
1.1	Coordination with MBCO		0.5	4						4.5	\$ 1,262.50
FINAL DESIGN PHASE SUBTOTAL			0.5	4						4.5	\$ 1,262.50
SUBCONSULTANT SERVICES (Temp Traffic Signal)											
1	Temporary Traffic Signal										\$ 11,300.00
SUBCONSULTANT SERVICES (Temp Traffic Signal) SUBTOTAL											\$ 11,300.00
TOTAL HOURS			0.5	4						4.5	
TOTAL ESTIMATE			\$163	\$1,100							\$ 12,562.50

February 26, 2025

Harish Jajoo, P.E., CFM  
President  
HJ Consulting, Inc.  
4471 Sweetwater Blvd., #254  
Sugar Land, TX 7479

**Re: Additional Service - Gaines Road at Beechnut Street Temporary Traffic Signal,  
Houston, TX**

Dear Mr. Jajoo,

MBCO Engineering, LLC (MBCO) is pleased to provide this additional service proposal to HJ Consulting, Inc. (Client) for traffic engineering services for the above referenced site. We have assumed for the purposes of this proposal that our services will be for the design of a Temporary Traffic Signal for Gaines Road at Beechnut Street in Houston, Texas. The scope of this proposal is based on our experience and will need to be confirmed with the agency. Any additional scope required by the agency will result in a change in the fee.

## **SCOPE OF SERVICES**

The Engineer will be responsible for performing the following tasks:

Design Phase services for temporary traffic signalization for the intersection of Gaines Road at Beechnut Street which will include basis of estimate, temporary signal layouts/elevations/details, cost estimate and addressing comments & revisions from Fort Bend County.

### **Task 1 – Engineered Plans – Temporary Signal Design – Gaines Road at Beechnut Street**

MBCO will develop layouts of the temporary signal to meet Fort Bend County and TMUTCD requirements which will include controller location, pole locations, vehicle and pedestrian signal heads, vehicle detection, and curb ramps. MBCO will also develop quantities and construction cost estimates.



This scope of work will include the following and will be per Fort Bend County guidelines:

- Basis of Estimate
- Temporary Traffic Signal Layout
- Temporary Traffic Signal Elevations
- Temporary Traffic Signal Details
- Cost Estimate
- Address Comments/Revisions

*Note: Traffic Control Plans and temporary markings/signage will be completed by HJ Consulting.*

## **FEE SCHEDULE**

We propose providing our services described above on a lump sum fee basis as follows:

### Lump sum fee:

Temporary Signal Design/Cost Estimate – Gaines Road at Beechnut Street

**Overall Total Lump Sum Fee**

**\$11,300**

Refer to the attached Level of Effort for more detail. Please note that the above fee is based on smooth project implementation and assumes no major changes to the scope of services. This proposal is limited to the scope of services specifically defined herein. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services. Direct charges such as review, plan approval fees, deliveries, reprographics, etc. will be reimbursed at cost plus 10%. Mileage shall be reimbursed at the current standard IRS rate. Reimbursable fees are expected to be less than \$500.

We will proceed with the work once we receive your written authorization. We appreciate the opportunity to submit this proposal, and we have enjoyed working with you on this project. If you should have any questions or require additional information, please do not hesitate to call me at 281-760-1656.

Sincerely,

Steve Stacy, PE, ENV SP  
Vice President of Engineering

ADDITIONAL SERVICES - TEMPORARY TRAFFIC SIGNAL

LEVEL OF EFFORT (MBCO, INC.)  
METHOD OF PAYMENT: LUMP SUM

PROVIDER NAME: MBCO Engineering  
PROJECT NAME: Gaines Road Temporary Traffic Signal

RATES:	\$335.00	\$250.00	\$230.00	\$240.00	\$215.00	\$220.00	\$150.00	\$145.00	\$180.00	\$120.00	\$115.00			
TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS OR TASKS	TOTAL HRS PER TASK OR SHEET
Engineered Plans & Estimate														
Basis of Estimate			1		1			4				\$1,025.00	1	6.00
Temp Traffic Signal Layout			1		2			16			1	\$3,095.00	2	10.00
Temp Traffic Signal Elevations			1		2			10				\$2,110.00	1	13.00
Temp Traffic Signal Details			1		1			6				\$1,315.00	2	4.00
Cost Estimate			1		2			8			1	\$1,935.00	3	4.00
Address Comments/Revisions (2x)			1		2			8				\$1,820.00	2	5.50
HOURS SUB-TOTALS	0	0	6	0	10	0	0	52	0	0	2	70		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$1,380.00	\$0.00	\$2,150.00	\$0.00	\$0.00	\$7,540.00	\$0.00	\$0.00	\$230.00	\$11,300.00		
% DISTRIBUTION OF STAFFING	0.0%	0.0%	8.6%	0.0%	14.3%	0.0%	0.0%	74.3%	0.0%	0.0%	2.9%			
TOTAL												\$11,300.00		