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COUNTY OF FORT BEND

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FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(HJ Consulting, Inc - SOQ 14-025)

This Fourth Amendment ("Fourth Amendment") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and HJ Consulting, Inc. ("Contractor"), a Texas corporation. County and Contractor 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 Library Access Road pursuant to SOQ 14-025 under the Mobility Bond Project No. 20318x, (hereinafter "Agreement"); and

WHEREAS, the Agreement was subsequently amended on August 2, 2022 (the “First Amendment”); January 3, 2023 (the “Second Amendment”); and January 9, 2024 (the “Third Amendment”); and

WHEREAS, by execution of this Fourth Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services under the Agreement, 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 between the Parties is hereby amended as follows:

1. **Scope of Services.** County shall pay Contractor an additional Eighty-Nine Thousand Ten and 00/100 Dollars (\$89,010.00) for the performance and completion of additional services as described in Contractor's Proposal dated April 11, 2025 (the "Services") attached hereto as "Exhibit A-4" and incorporated by reference for all intents and purposes.

2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Three Hundred Thirty-Nine Thousand Five Hundred Eighty-Seven and 00/100 Dollars (\$1,339,587.00) 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 the Third Amendment; and
\$89,010.00 under this Fourth Amendment.

In no event shall the amount paid by County under this Agreement 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, that County shall have available the total maximum sum of One Million Three Hundred Thirty-Nine Thousand Five Hundred Eighty-Seven and 00/100 Dollars (\$1,339,587.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed One Million Three Hundred Thirty-Nine Thousand Five Hundred Eighty-Seven and 00/100 Dollars (\$1,339,587.00).

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, 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 Agreement 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 Agreement 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 Agreement 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.
 - 5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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 Fourth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

HG CONSULTING, INC.

Harish Jajoo
Authorized Agent – Signature

Harish Jajoo, PE
Authorized Agent- Printed Name

President
Title

06-05-2025
Date

APPROVED:

J. Stacy Slawinski
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

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EXHIBIT A-4

(April 11, 2025 Proposal Follows Behind)



April 11, 2025

Mr. Mark Dessens, PE
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, TX 77079

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 design changes for phasing package changes & miscellaneous revisions, and Platting Services. 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 & prior amendments for all other design efforts.

The additional scope is as follows:

1. Revise design and drawings with miscellaneous revisions while the project was on hold.
2. Combine Phases 3A & 3B into one for bidding.
3. Amending Plat of the Final Plat of GM Equity and reimbursable allowance for filing at various entities.
4. Surveying services to create a Water Meter Easement.

The total fee for the additional scope is **\$89010** and 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.

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.

4/11/2025

LEVEL OF EFFORT FOR ADDITIONAL SERVICES, APRIL 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											
1	Design Revisions										
1.1	Miscellaneous Design Changes		4	16	4	12	40	80		156	\$ 22,500.00
1.2	Combine Phases 3A & 3B into one for bidding		2	4	2	8	12	8		36	\$ 6,060.00
1.3	Additional Coordination		24	48						72	\$ 21,000.00
2	Platting Services										
2.1	Platting Services for Amending the Final Plat Weisser Engineering & Surveying										\$ 15,550.00
2.2	Surveying Services for Water Meter Easement										\$ 950.00
2.3	Reimbursable Expenses (Approx & As Needed)										\$ 20,000.00
2.4	Platting Coordination HJ Consulting		4	6						10	\$ 2,950.00
SUBTOTAL			30	68	6	20	52	88		264	\$ 89,010.00
TOTAL HOURS			34	74	6	20	52	88		264	
TOTAL ESTIMATE			\$11,050	\$20,350	\$1,350	\$3,500	\$7,020	\$9,240			\$ 89,010.00

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: April 10, 2025

Fort Bend County
c/o Harish Jajoo, PE, CFM
HJ Consulting, Inc.
4471 Sweetwater Blvd, Suite 254
Sugar Land, TX 77479
harish@hjconsultinginc.com

Proposal for Professional Services in Connection With: An Amending Plat of the Final Plat of GM Equity, as recorded under Plat No. 20240267, of the Plat Records of Fort Bend County, Texas situated in the Enoch Latham Survey, Abstract No. 50, Fort Bend County, Texas, within the ETJ of the City of Fulshear;

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to Fort Bend County c/o HJ Consulting, Inc. (the "Client").

I. SCOPE OF SERVICES

1. Weisser Engineering & Surveying will provide the following services ("Services") to Client: **Platting Services** of the above referenced property. The Client will provide the following: **AutoCAD file of the subdivision design based off Weisser's boundary decision, adhering to Fort Bend County and the City of Fulshear's development standards.**
2. Weisser Engineering & Surveying will provide surveying services to create a **Water Meter Easement** for the above referenced property
 - a. Deliverables will include a signed & sealed Metes & Bounds Description with an accompanying Exhibit.

The Client will provide the following:

- An AutoCAD file delineating the easement configuration.

II. PROPOSED COST OF SERVICES

- A-** The **PLATTING SERVICES** for the Amending Plat of the Final Plat of GM Equity will be performed on a time and materials basis and shall be billed at the following rates, plus any applicable state sales tax. These rates are subject to adjustments annually. This proposed amount does not include the below-described reimbursable amounts, the above-described boundary verification services, any applicable state sales tax, or any reimbursable fees:

- | | |
|--------------------------|----------|
| ○ RPLS | \$175.00 |
| ○ Survey Project Manager | \$155.00 |
| ○ Survey Technician | \$125.00 |
| ○ 3 Person Survey Crew | \$180.00 |

- 2 Person Survey Crew \$155.00
- CAD Draftsman \$100.00
- Records Researcher \$ 95.00
- Clerical \$ 75.00

ESTIMATED COST FOR PLATTING SERVICE **(NOT TO EXCEED WITHOUT PRIOR APPROVAL OF A CHANGE ORDER): \$15,500.00 (FIFTEEN THOUSAND FIVE HUNDRED)**

✓ _____
Initial for services

The following expense items, the Client may make payment to City of Fulshear with a check payable to City of Fulshear:

- ❖ City of Fulshear Amending Plat Submittal Application Fee
 - Amending Plat Base Fee
 - \$200.00

The following expense items, the Client shall make payments to Fort Bend County with a check payable to Fort Bend County or pay using Fort Bend County Online Payment Portal:

- ❖ Fort Bend County Final Plat Submittal Application Fee
 - Final Plat Base Fee + (\$110.00 per Acres)
 - \$275.00 + (\$100.00 x 137.69) = \$15,421.00

The following expense items to be billed to the client as reimbursables (not limited to items listed):

- | | |
|---|------------------------------|
| 1. Tax Certificate Fee | \$10.00 Each |
| 2. City Planning Letter Fee | approximately \$500.00 |
| 3. Courier Fee for Final Submittal | \$80.00 |
| 4. Fort Bend County Clerk's Recordation Fee | \$154.00 + \$144.00 per page |
| 5. Variance and Public Notice (If applicable) | \$1,500.00 |
| 6. Article in local Newspaper (If applicable) | \$1,000.00 |
| 7. Variance Sign (If applicable) | \$600.00 |

- ❖ This proposal does not include any efforts pertaining to drainage/utility design that may be required/needed for plat approval. This proposal does not include the drainage and utility layout or the minimum slab elevation analysis required by the Fort Bend County Drainage District plat review process. (To be provided by the design engineer)
- ❖ Further this proposal does not include the preparation of any exhibits or metes & bounds description for any proposed easements.

B- The **Water Meter Easement** will be performed on a lump-sum basis. Cost estimate is based on portal to portal from our office located at 19500 Park Row, Houston to the job site. We propose to provide the above-described services, subject to the Terms and Conditions below, for **\$950.00 (NINE HUNDRED FIFTY)**

TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Thomas Forschner, SIT (tforschner@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

Fort Bend County
c/o HJ Consulting, Inc.

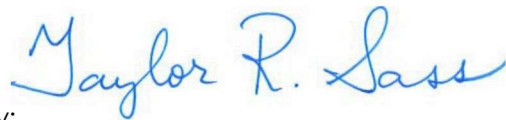
By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING



By: _____

Printed Name: Taylor R. Sass

Title: President & CEO

Date of Acceptance: 04/10/2025

Please provide an email address for Accounts Payable contact for invoicing purposes: