

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**FOURTH AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS FOURTH 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 LJA Engineering, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the County and McDonough Engineering Corporation executed and accepted that certain Agreement for Professional Engineering Services on May 4, 2021 pursuant to SOQ 14-025, which was subsequently amended on March 8, 2022 (hereinafter the “First Amendment”), and January 23, 2024 (hereinafter the “Second Amendment”; and

WHEREAS, McDonough Engineering Corporation and Contractor executed and accepted that certain Assignment and Assumption of Professional Services Agreement on July 26, 2024 (hereinafter the “Third Amendment”), to which the County consented to on December 18, 2024, (hereinafter collectively referred to as the “Agreement”), attached hereto as Exhibit “A-2” and incorporated herein for all purposes; and

WHEREAS, the parties desire to amend the Agreement to allow Contractor to provide additional Services under the Agreement and increase the total maximum compensation amount.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed twenty-seven thousand six hundred eighty dollars and 00/100 (\$27,680.00) to perform the additional Services, as described in Contractor’s proposal dated March 24, 2025, attached hereto as Exhibit “B-2” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed eight hundred eighty-three thousand seven hundred fifteen dollars and 80/100 (\$883,715.80), authorized as follows:

\$ 579,445.00 under the Agreement;  
\$ 52,836.00 under the First Amendment;  
\$ 223,754.80 under the Second Amendment;  
\$ 0.00 under the Third Amendment; and  
\$ 27,680.00 under this Fourth Amendment.

3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. 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, RPS hereby verifies that RPS 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, RPS 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, RPS 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, RPS 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.

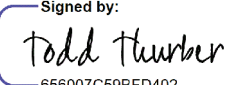
5. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. Modifications and Conflict. Except as modified herein, the Agreement shall remain in full force and effect. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

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**

**LJA ENGINEERING, INC.**

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

Signed by:  
  
\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
W. Todd Thurber, PE  
Authorized Agent – Printed Name

ATTEST:

\_\_\_\_\_  
Senior Vice President  
Title

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

\_\_\_\_\_  
06/24/2025  
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 under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2025 Agreements\Engineering\LJA Engineering, Inc. (21-Eng-100713-A3)\Fourth Amendment to Agreement for Professional Engineering Services -- LJA Engineering, Inc..docx. (DRP 06.16.25)

# EXHIBIT A-2

## 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: KP George

Name: KP George

Title: County Judge

Date: December 18, 2024

Exhibit A: Agreement

Fund available totaling \$1,401,428.00

Robert E. Sturken



# 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

**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 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**

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

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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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1

Name of business entity filing form, and the city, state and country of the business entity's place of business.  
LJA Engineering, Inc.  
Houston, TX United States

2

Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Fort Bend County

3

Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
  
20116  
Stella Road (21060)

OFFICE USE ONLY  
CERTIFICATION OF FILING

Certificate Number:  
2024-1240551

Date Filed:  
11/19/2024

Date Acknowledged:  
12/17/2024

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ross, James D.	Houston, TX United States	X	
	McKee, Alan B.	Houston, TX United States	X	
	Cannon, Jeff T.	Houston, TX United States	X	
	Alford, Susan D.	Houston, TX United States	X	

5

Check only if there is NO Interested Party.

☐

6

UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V4.1.0.5dd2ace2

# EXHIBIT B-2



## EXHIBIT "A" SCOPE OF SERVICES

March 24, 2025

Binkley & Barfield, Inc.  
Kevin A. Mineo, PE  
1710 Seamist Dr.  
Houston, Texas 77008

Attn: Zach Jacobson, PE, ENV SP

Re: Proposal for Professional Engineering Services- Construction Phase Services  
Stella Road: From Cottonwood School Road to Band Road  
Precinct 1 Fort Bend County  
FBC Project No. 20116  
LJA Project No. 21060

### PROPOSED SCOPE

LJA's scope for the 7,800 LF road included the preliminary phase and final design phase engineering services to develop the project PS&E package for the construction of a 2-lane asphalt road with shoulders, roadside ditches and detention basin.

### **CIVIL SERVICES CONSTRUCTION PHASE**

LJA will review contractor submittals and respond to RFIs. Fields visits and progress meetings will not be attended unless requested by Fort Bend County (FBC). LJA will coordinate with the County and County's staff as well as the contractor. LJA will attend a substantial completion walkthrough meeting, prepare record documents based on the contractor redlines and provide digital or hard copies to Fort Bend County. LJA has exhausted the unused funds from Amendment 2 Option 2 and Option 3 that were utilized on the updated survey of the existing basin, setting control for the contractor, updated cut and fill numbers due to revised detention basin conditions, revised drawings for driveway location, revised TCP per FBC request, and construction phase services.

### **Cost Summary**

A level of effort estimate is enclosed based on the scope of work described herein. The Hourly Not-To-Exceed Fee amount is \$27,680.00.

If you have any questions, please feel free to reach out.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Austin McLean'.

Austin McLean, PE, CFM  
Senior Project Manager

AM/pa

Attachement: Level of Effort Estimate

[illegible]