

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS SECOND 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 HJ Consulting, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on September 28, 2021 pursuant to SOQ 14-025, (hereinafter “Agreement”), as amended by document executed on August 2, 2022, (hereinafter “Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to allow Consultant to provide additional Services under the Agreement.

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

1. County shall pay Consultant an additional amount not to exceed one hundred fifty-one thousand one hundred fifty dollars and no/100 (\$151,150.00) to perform the additional Services, as described in Consultant’s proposal dated November 21, 2022 attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed one million one hundred sixty-one thousand three hundred sixty-seven dollars and no/100 (\$1,161,367.00), authorized as follows:

\$981,347.00 under the Agreement;
 \$28,870.00 under the Amendment; and
 \$151,150.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. BY ACCEPTANCE OF AGREEMENT, CONSULTANT 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.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

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

KP George
County Judge KP George

KP George, County Judge

HJ CONSULTING, INC

Harihar Jajoo

Authorized Agent – Signature

January 3, 2023

Date

ATTEST:



Laura Richard

Laura Richard, County Clerk

HARISH JAJOO, P.E.

Authorized Agent – Printed Name

PRESIDENT

Title

12-20-22

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 \$ 1,161,367.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A



November 21, 2022

Mr. Mark Dessens, PE
Schaumberg & Polk, Inc.
8865 College Street
Beaumont, TX 77707

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 sanitary sewer, separation of original package 1 into 3 separate packages, and Separate Instruments for approximately 40 easements. 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 for all other design efforts.

The additional scope is as follows:

1. Due to cover issue for sanitary sewer crossing THP, redesign the sanitary sewer with connection from THP @ FM1093, and cross prior to deep median ditches. Extend until 100' north of the Ginter Blvd roundabout. Incorporate in the PER and Final Design.
2. Additional effort expended in separating the original package 1 (Entire project minus left turn lane on FM 1093) into 3 separate packages:
 - a. Phase 1 utility package to library (already completed)
 - b. Phase 2 utility, drainage, and roadway to library from THP
 - c. Remaining utility, drainage, and roadway in original package 1
3. Preparation of separate instruments for each utility easement for the project. Approximately 40 easements are expected in the project.

The total fee for the additional scope is **\$151,150** 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.
LEVEL OF EFFORT FOR ADDITIONAL SERVICES, NOVEMBER 2022

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 Changes (Sanitary Sewer)										
1.1	Sanitary Sewer Design at THP			2	2	8	16	16		44	\$ 6,240.00
1.2	Preliminary Plan & Profile	4		4	4	8	16	32		64	\$ 8,920.00
1.3	Final Design Plan & Profile Update	4		4	4	8	16	32		64	\$ 8,920.00
1.4	Coordination with public entities		2	8						10	\$ 2,850.00
2	Design Packages										
2.1	Separation of Original Package 1 into 3 separate packages in the design phase		8	24	24	40	80	120		296	\$ 45,000.00
3	Separate Instrument Easements										
3.1	Separate Instrument Easements including easement description and exhibits Approx. 40 easements @ \$1,800/easement Weisser Engineering & Surveying										\$ 72,000.00
3.2	Separate Instrument Easements Coordination HJ Consulting		2	8		8	8	18		44	\$ 7,220.00
SUBTOTAL		8	10	42	34	64	128	200		478	\$ 151,150.00
TOTAL HOURS			12	50	34	72	136	218		478	
TOTAL ESTIMATE			\$3,900	\$13,750	\$7,650	\$12,600	\$18,360	\$22,890			\$ 151,150.00

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: November 1, 2022

Harish Jajoo, P.E., CFM
President
HJ Consulting, Inc.
4471 Sweetwater Boulevard, Suite 254
Sugar Land, TX 77479
832-338-3202
harish@hjconsultinginc.com

Proposal for Professional Services in Connection With: Separate Instruments related to a tract of land of approximately 119+/- acres located at the northwest corner of Heritage Parkway and FM 1093 Rd., Fulshear TX 77441 (FBCAD Account #'s R34703 & R418857) in the E. Latham Jr. Survey, A-50, City of Fulshear ETJ, Fort Bend County, Texas

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

I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide surveying services to create easement descriptions (Metes and Bounds) with accompanying exhibits for the above referenced property.

A. SEPARATE INSTRUMENTS

This service will be performed per request without necessitating a change order at **\$1,800.00 (ONE THOUSAND EIGHT HUNDRED DOLLARS)**, per easement description (Metes and Bounds) with accompanying exhibit (together at the same time), plus any applicable state sales tax. We propose to provide the above-described services, subject to the Terms and Conditions below, on a per requested easement description (Metes and Bounds) with accompanying exhibit basis:

Approximate Estimated Total of Separate Instruments: **40 Easements**
Approximate Estimated Total Cost for Separate Instruments: **\$72,000.00**

The Client will provide the following:

Delineated easement configuration(s) in AutoCAD

II. TERMS AND CONDITIONS

1. The lump-sum and hourly cost estimates above are based upon the facts known at the time of the preparation of this estimate and, as the services progress, facts discovered or complications encountered with the entities involved may indicate that the scope of services should be redefined. Weisser Engineering & Surveying will promptly inform Client in writing of such situations, and if the facts discovered or complication encountered constitute a material change in the scope of services, the parties shall renegotiate this Agreement as necessary.

2. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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 Chad Shook (cshook@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

Harish Jajoo, P.E., CFM
President
HJ Consulting, Inc.

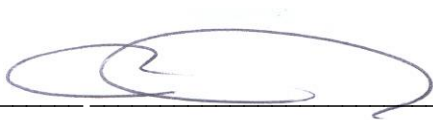
By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 11/1/2022

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.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

HJ Consulting, Inc.
Sugar Land, TX United States

Certificate Number:
2022-965638

Date Filed:
12/19/2022

Date Acknowledged:
01/03/2023

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.

SOQ 14-025 FBC Project # 20318
Amendment to Design Services for FBC Project 20318x.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jajoo, Hairsh	Sugar Land, 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)