

STATE OF TEXAS §
COUNTY OF FORT BEND §

THIRD AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND H J CONSULTING, INC. FOR PROFESSIONAL ENGINEERING SERVICES

(Koeblen Rd, Seg 1 – Project No. 20107)

THIS THIRD AMENDMENT ("Third Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and HJ Consulting, Inc. ("HJ CONSULTING"), a Texas corporation. County and HJ CONSULTING are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on July 13, 2021 (the "Agreement") for Professional Engineering Services for certain improvements to Koeblen Road pursuant to SOQ 14-025 under Mobility Bond Project No. 20107; and

WHEREAS, the Agreement was subsequently amended on August 2, 2022 (the “First Amendment”) and June 27, 2023 (the “Second Amendment”); and

WHEREAS, by execution of this Third Amendment, the Parties desire to amend the Agreement to provide for additional services by HJ CONSULTING, to increase the total Maximum Compensation for the completion of such services, 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 HJ CONSULTING an additional Twenty-Three Thousand Two Hundred Forty-Five and 00/100 Dollars (\$23,245.00) for the performance and completion of additional services as described in HJ CONSULTING's Proposal dated September 26, 2023 (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** HJ CONSULTING understands and agrees that the Maximum Compensation payable to HJ CONSULTING for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Twenty-Seven Thousand Three Hundred Twenty-One and 50/100 Dollars (\$1,027,321.50) authorized as follows:

\$864,994.50 under the Agreement
\$13,715.00 under the First Amendment
\$125,367.00 under the Second Amendment; and
\$23,245.00 under this Third Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. HJ CONSULTING 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 Twenty-Seven Thousand Three Hundred Twenty-One and 50/100 Dollars (\$1,027,321.50) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

HJ CONSULTING does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that HJ CONSULTING may become entitled to and the total maximum sum that County may become liable to pay to HJ CONSULTING under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million Twenty-Seven Thousand Three Hundred Twenty-One and 50/100 Dollars (\$1,027,321.50).

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, HJ CONSULTING hereby verifies that HJ CONSULTING 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, HJ CONSULTING 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, HJ CONSULTING 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, HJ CONSULTING 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, HJ CONSULTING 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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge
County Judge KP George

12.5.23
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



HJ CONSULTING, INC.

Harish Jajoo
Authorized Agent – Signature

Harish Jajoo, PE
Authorized Agent- Printed Name

President
Title

11-15-23
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 \$ 1,027,321.50 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

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EXHIBIT A-2

(September 26, 2023 Proposal Follows Behind)



September 26, 2023

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

Re: Proposal for Additional Professional Services – Koeblen Road Segment 1
FBC Project No. 20107

Dear Mr. Mineo:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for the additional drainage modeling and related changes for the above referenced project, as described below:

Scope:

The under construction Windstone on the Prairie proposed extension of the existing ditch along Koeblen into their property due to FBC requiring them to account for the 500-year overflow. Due to these changes, the proposed Koeblen Road widening will not be possible. Meetings were held for this matter, and it was finally decided that:

1. Odyssey Engineering, which performed the drainage modeling will update their models to account for the Cortez gas station development across the street. They will also account for the proposed Koeblen Road widening drainage into their system. (Please refer to the attached proposal from Odyssey Engineering for detailed scope)
2. HJ Consulting will coordinate with Odyssey and perform the drainage design revision(s) and update their drawings and calculations with the best option.

Project Schedule:

In order to avoid delays, HJ will submit the 95% design drawings with design revision per engineering judgement. HJ will resubmit the changed sheets (if necessary), once Odyssey has performed the drainage modeling.

Civil Engineers | Construction Managers

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

Koeblen Road Segment 1, FBC Precinct 4

Proposal for Additional Professional Engineering Services

September 26, 2023

Page 2 of 2

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

Design (Lumpsum):	\$6,245
Subconsultant (Odyssey) (NTE):	\$17,000
Total:	\$23,245

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: *Koeblen Road Segment 1*
Project Limits: Spacek (Dog Leg) to FM 2977
FBC Project # 20107

ADDITIONAL SERVICES

1 Final Design Phase	\$	6,245.00
2 Subconsultant Services	\$	17,000.00
Odyssey Engineering	\$	17,000.00

Sub-Total Option 1 & 2: \$ 23,245.00



KOEBLER ROAD SEGMENT 1
(DOG LEG TO FM 2977)
FBC PROJECT# 20107
HJ CONSULTING, INC.

9/26/2023

LEVEL OF EFFORT FOR ADDITIONAL SERVICES, SEPTEMBER 2023

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	Design Changes										
1.1	Design changes to P&P	1		1	1	2	4	8		16	\$ 2,230.00
1.2	Update hydraulic calculations			1	1	2	4			8	\$ 1,390.00
2	Project Management	6									
2.1	Coordination with Odyssey		2	4						6	\$ 1,750.00
2.2	Coordination with FBC		1	2						3	\$ 875.00
FINAL DESIGN PHASE SUBTOTAL		7	3	8	2	4	8	8		33	\$ 6,245.00
SUBCONSULTANT SERVICES (Drainage Modeling)											
1	Drainage Modeling (T&M) NTE										\$ 17,000.00
SUBCONSULTANT SERVICES (Drainage Modeling) SUBTOTAL											\$ 17,000.00
TOTAL HOURS			3	8	2	4	8	8		33	
TOTAL ESTIMATE			\$975	\$2,200	\$450	\$700	\$1,080	\$840			\$ 23,245.00

September 21, 2023

Mr. Dhiren Srivastava, P.E.
HJ Consulting, Inc.
4771 Sweetwater Blvd., Suite 254
Sugar Land, Texas 77479

Re: Proposal for Professional Drainage Engineering Services
Drainage Model Revision for Koeblen Road Expansion
Fort Bend County, Texas
Project No. 23-051-100-DRAIN

Dear Mr. Srivastava,

Odyssey Engineering Group, LLC (Engineer) is pleased to submit this proposal for professional engineering services, at the request of HJ Consulting, Inc. (Client). This proposal provides the necessary engineering services to the Client for drainage modeling services to support the Koeblen Road expansion adjacent to the existing Windstone on the Prairie (WSOTP) development. The project is in Fort Bend County, Texas, and the Client is Fort Bend County's prime consultant for the roadway expansion project.

The Engineer previously prepared a HEC-RAS 1D/2D model for a Drainage Impact Analysis for the now-existing WSOTP development. The HEC-RAS model was based on Fort Bend County Drainage District (FBCDD) Big Creek Watershed Master Drainage Plan model, which showed that stormwater overflows from Dry Creek (north of Koeblen) overtop existing Koeblen Road and sheet flow through the WSOTP property. The overflows occur in the 100- and 500-year storm events, according to the model. The WSOTP development was required to construct a perimeter channel to convey the 100- and 500-year overflows around the site without adversely impacting properties upstream or downstream of the project. The WSOTP DIA was approved by FBCDD in November 2021, and the project has been constructed.

Fort Bend County and the Client are preparing drainage plans for an expansion of Koeblen Road and require an outfall for a segment of Koeblen generally between FM 2977 and the FBCMUD 162 Wastewater Treatment Plant. Engineer will revise the WSOTP HEC-RAS model to evaluate whether there is capacity within the WSOTP drainage system for the proposed segment of Koeblen Road.

SCOPE OF SERVICES

Engineer will provide professional engineering services as follows:

A. BASIC SERVICES

Engineer will prepare a Revised Existing conditions model by revising existing terrain to reflect the fill and detention basin at the Cortez Gas Station at the



Mr. Dhiren Srivastava, P.E.
Project No. 23-051-100-DRAIN
September 21, 2023

northwest corner of FM 2977 and Koeblen Road. Engineer will prepare an updated Proposed conditions model to include the proposed Koeblen Road profile and a proposed 5'x2' box culvert to drain Koeblen Road into the existing WSOTP perimeter channel. Engineer will evaluate the results of Revised Existing and Proposed models and discuss with Client. If necessary, Engineer will revise the Proposed conditions model with alternative drainage improvements.

Upon completion of modeling, Engineer will prepare a technical memorandum with exhibits documenting the results of the analysis. This technical memorandum is only intended to document the results and is not intended for submittal to FBCDD as a Drainage Impact Analysis. If FBCDD review is required, this can be provided as an additional service.

B. ADDITIONAL SERVICES

If authorized by Client, Engineer will furnish, or obtain from others, Additional Services not included in the Basic Services. Additional Services required by Client, which may arise and are not outlined in the Basic Services, may include any modifications or revisions to analysis due to design changes associated with alteration to the Client-provided and approved site plan after the analysis work has commenced, analysis of non-standard structures, addressing review comments from regulatory agencies, etc. Any additional work will not be performed without prior written authorization from Client.

Additional Services include, but are not limited to, the following:

1. This scope of services also does not include any application to FEMA for Conditional Letter of Map Revision (CLOMR), Letter of Map Revision (LOMR) or Letter of Map Revision based on Fill (LOMR-F) to revise the official floodplain designation on the property.
2. Design and Construction Plans.
3. Attendance at project progress or site visits in excess of Basic Services, as requested by Client.
4. Preparation of Exhibits and graphics as requested by Client.
5. Preparation of separate reports or permit applications (nationwide permits, capacity reservation letters, etc.).
6. Estimates of Probable Construction Cost or Permit Costs are not included.



Mr. Dhiren Srivastava, P.E.
Project No. 23-051-100-DRAIN
September 21, 2023

7. Direct charges, such as deliveries, reprographics, travel, etc. will be reimbursed at cost plus 15%.
8. Any other special or miscellaneous assignments specifically authorized by Client.

COMPENSATION

Engineer will perform the Basic Services on an **hourly basis** in accordance with the attached Hourly Rate and Reimbursement Schedule. Fees for professional services will **not exceed \$17,000.00** without prior written authorization from the Client. A Level of Effort table is provided as Exhibit "B" to this proposal.

All Additional Services will be approved by the Client, in writing, prior to the Engineer performing the Additional Services. At the time of approval, Engineer will detail to the Client the compensation for the Additional Service, whether the services will be performed hourly, per the attached Hourly Rate and Reimbursement Schedule, or fixed-fee.

Reimbursable Expenses

Any reimbursables paid for by the Engineer will be invoiced to the Client at cost plus 15%. These reimbursables are **in addition** to the fees outlined above. Items that are considered reimbursables are included in Exhibit "A." The State of Texas requires that sales tax be charged on certain items. If sales tax is to be charged on any of the above listed services, it is understood that sales tax is included in the fee listed above.

The fees outlined in this proposal are valid for up to six (6) months from the date the proposal is signed by Engineer below and presented to the Client.

HOURLY RATE AND REIMBURSEMENT SCHEDULE

Hourly Rate and Reimbursement Schedule for the project is attached to this proposal as Exhibit "A." In event that more than two (2) years have passed from the date of execution of this proposal, the Engineer has the right to replace the Hourly Rate and Reimbursement Schedule with the rate schedule of current date. Engineer must notify the Client of the updated Hourly Rate and Reimbursement Schedule thirty (30) days prior to invoicing based on the updated schedule.



Mr. Dhiren Srivastava, P.E.
Project No. 23-051-100-DRAIN
September 21, 2023

PERSONNEL

Shannon L. Mack, P.E., CFM is proposed as Engineer's Project Manager for this project.

AERIAL IMAGERY

Engineer may choose to obtain aerial photography of the Subject Property for their use, including but not limited to, promotional and website purposes. If any images are obtained, Engineer will provide a digital copy to Client upon request. By executing this proposal, Client acknowledges that they are the representative for the owner to the land on which is the Subject Property resides, that they acknowledge that Engineer, are allowed to obtain aerial imagery of the Subject and that the Engineer, or assigns, may use the images obtained for promotional purposes.

INSURANCE

At the request of the Client, Engineer shall furnish certificates of insurance evidencing compliance with the insurance requirements hereof. Certificates shall name Engineer, name of insurance company, policy number, term of coverage, and limits of coverage. Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas and shall obtain insurance of the following types and minimum limits:

1. Worker's Compensation insurance in accordance with the laws of the State of Texas and Engineer's liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease; \$1,000,000 policy limit of Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
2. Commercial General Liability insurance including coverage for products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of no less than:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical



Mr. Dhiren Srivastava, P.E.
Project No. 23-051-100-DRAIN
September 21, 2023

3. Business Automotive Liability coverage applying to owned, non-owned and hired automobiles with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
4. Umbrella excess Liability insurance written as excess of Employer's Liability, with limits of not less than \$1,000,000 each occurrence combined single limit.
5. Professional Liability insurance with limited not less than \$1,000,000 each claim/annual aggregate.

PAYMENT

Engineer shall submit monthly invoice(s) for services rendered and for reimbursable expenses incurred in accordance with the attached Hourly Rate and Reimbursement Schedule. Client shall make prompt monthly payment(s) in response to Engineer's invoice(s). Any invoices not paid within sixty (60) days from date of invoice shall be subject to a 1% monthly mark-up until full payment has been rendered.

Should any invoice remain unpaid after sixty (60) days, Engineer will notify Client, via email, of the outstanding invoices. Should any invoice remain unpaid after ninety (90) days, then Engineer will immediately cease all services and notify Client that services have been suspended until Client has paid ALL outstanding invoices.

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Mr. Dhiren Srivastava, P.E.
Project No. 23-051-100-DRAIN
September 21, 2023

We thank you for the opportunity to provide professional engineering services and we look forward to working with you on this project.

CLIENT AND ENGINEER AGREE AS SET FORTH ABOVE.

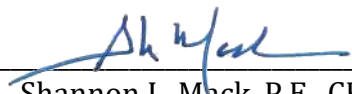
CLIENT

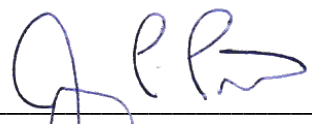
ENGINEER

HJ CONSULTING, INC.

ODYSSEY ENGINEERING GROUP, LLC

By: _____
Dhiren Srivastava, P.E.

By: 
Shannon L. Mack, P.E., CFM
Project Manager

By: 
Jerry P. Preston, P.E., CFM
Stormwater Services Group Manager

Attachments: Exhibit "A" - Hourly Rate and Reimbursement Schedule
Exhibit "B" - Level of Effort



EXHIBIT A

ODYSSEY ENGINEERING GROUP, LLC HOURLY RATE AND REIMBURSEMENT SCHEDULE 2023

<u>PERSONNEL</u>	<u>PER HOUR</u>
Principal	\$255
Group Manager	\$225
Senior Project Manager	\$210
Senior Design Manager	\$210
Project Manager	\$185
Design Manager	\$185
Assistant Project Manager	\$150
Project Engineer	\$140
Design Engineer II	\$120
Design Engineer I	\$105
Senior CAD Designer	\$120
CAD Designer	\$110
CAD Technician II	\$95
CAD Technician I	\$85
Construction Project Manager	\$140
Senior Project Site Representative	\$120
Project Site Representative	\$100
Controller	\$130
Office Manager/Senior Administrative Asst.	\$110
Administrative Assistant/Clerical	\$100
 <u>REIMBURSABLES</u>	
Delivery	Cost + 15%
Permitting/Agency Fees	Cost + 15%
Reproduction	Cost + 15%
Sub-Consultant Fees	Cost + 15%
Advertising	Cost + 15%
Mileage	IRS Rate + 15%

Exhibit "B"
Drainage Model Revision for Koeblen Road Expansion
Level Of Effort

Subconsultant Name: Odyssey Engineering Group (Drainage Study)			
TASK DESCRIPTION	Group Manager	Design Engineer II	TOTALS
Rate	\$225.00	\$120.00	
REVISED EXIST MODEL			
Revise Terrain to reflect Cortez Gas Station Fill & Detention Basin	2	10	12
Review model & evaluate results	2	4	6
PROPOSED MODEL			
Revise Terrain & Geometry to reflect proposed Koeblen Road	6	18	24
Review model & evaluate results	4	8	12
ALTERNATIVES			
Revise Model for proposed alternatives as necessary	4	40	44
Coordinate with FBC & HJ Consulting	4		4
Prepare Drainage Report/Memo w/ Exhibits	4	12	16
Subtotal Hours	26	92	118
Subtotal Fee	\$5,850.00	\$11,040.00	\$16,890.00
Grand Total	\$5,850.00	\$11,040.00	\$16,890.00

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.

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:
2023-1094808

Date Filed:
11/15/2023

Date Acknowledged:
12/05/2023

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 # 20107
Third Amendment- Engineering Services FBC # 20107

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