

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO PROJECT MANAGEMENT AGREEMENT
 FOR THE 2017 FORT BEND COUNTY MOBILITY BOND PROGRAM**

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 **LJA ENGINEERING, INC.**, (hereinafter “Project Manager”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Project Management Agreement for the 2017 Fort Bend County Mobility Bond Program on March 13, 2018, which was subsequently amended on March 23, 2021, (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation under the Agreement, and to extend the time of performance for the completion of such additional services.

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

1. County shall pay Project Manager an additional five hundred thirty-four thousand dollars and 00/100 (\$534,000.00), for the Services as described in Project Manager’s Proposal for Additional Services dated September 21, 2023, attached hereto as Exhibit “A-2 and incorporated herein for all purposes.
2. The Maximum Compensation payable to Project Manager for Services to be rendered is hereby increased to an amount not to exceed two million one hundred nine thousand dollars and 00/100 (\$2,109,000.00), authorized as follows:

\$1,000,000.00 under the Agreement; and

\$ 575,000.00 under the First Amendment; and

\$ 534,000.00 under this Second 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 written agreement executed by both parties.
4. The parties hereby agree to extend the Time of Performance under the Agreement to end no later than December 31, 2026.

5. BY ACCEPTANCE OF AGREEMENT, PROJECT MANAGER 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. **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.

7. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.

Except as provided herein, the parties agree that all terms and conditions of the Agreement that have not been amended, shall remain unchanged.

IN WITNESS WHEREOF, the County and the Project Manager have caused their respective duly authorized representatives to execute, seal and deliver this Amendment, all as of the date signed by the last party hereto.

FORT BEND COUNTY

KP George

County Judge KP George

KP George, County Judge

12.5.23

Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

LJA ENGINEERING, INC.

DocuSigned by:

James Baker

Authorized Representative – Signature

James Baker

Authorized Representative – Name

Vice President

Title

11/17/2023

Date

APPROVED:

for Riley Stangor, PE, PTOE
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

LaNetra S. Lary

LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 2,109,000.00
to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2024 Agreements\Engineering\LJA Engineering (18-Eng-500049-A2)\Amend 2- Project Management Agmt 2017 Mobility (Isl 11.13.23).docx

EXHIBIT A-2



3600 W Sam Houston Pkwy S, Suite 600, Houston, Texas 77042
t 713.953.5200 LJA.com TBPE F-1386 TBPLS 10110501

September 21, 2023

PROPOSAL

Mr. J. Stacy Slawinski, PE
Fort Bend County Engineering Department
301 Jackson Street
Richmond, Texas 77469

Re: Proposal for Additional Services for the
2017 Fort Bend County Mobility Bond Program; PO No. 163934
LJA Job No. 1704-1801 / LJA Proposal No. 23-21008

Dear Mr. Slawinski:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal for additional services under the 2017 Fort Bend County Mobility Bond Program. This proposal is made pursuant to the terms and conditions of the Project Management Agreement entered into on March 13, 2018 by and between LJA Engineering, Inc. and Fort Bend County.

SCOPE OF SERVICES:

Exhibit A (attached) describes the additional scope of services and related fees.

COMPENSATION:

LJA's compensation for these additional services will be on a time and materials basis of \$534,000.00. If authorized and approved, the maximum compensation payable under the referenced agreement would be increased from \$1,575,000.00 to \$2,109,000.00.

LJA appreciates the opportunity to continue working with you on this project. Please contact me with any questions or require additional information at 713.341.8067, jrbaker@lja.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Baker', written over a light blue circular stamp.

James R. Baker, PE
Vice President

JRB/pa

Attachment: Exhibit A

Exhibit A	
Additional services for 2017 Mobility Bond Project (Contract Amendment 2)	
Additional effort for Masterworks including: Data entry to maintain and update schedules, submittals, budgets, invoices, and proposals into Fort Bend County project software	\$ 42,000.00
17401-03 - South Mason Road Intersection and turn lane improvements.	\$ 7,000.00
17402 - Harlem concrete widening	\$ 7,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 7,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts.	\$ 7,000.00
17416 - Madden reconstruction and ditch drainage improvements	\$ 7,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 7,000.00
Additional 12 months effort of project management, as well as CM and CMT coordination	\$ 230,000.00
17401-03 - South Mason Road Intersection and turn lane improvements. (Revised scope submittal to address ROW issues)	\$ 25,000.00
17402 - Harlem concrete widening	\$ 40,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 35,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts. (Revised scope submittal to include additional intersection regrading and splitting the project).	\$ 50,000.00
17416 - Madden reconstruction and ditch drainage improvements (Revised scope submittal to adjust limits of construction)	\$ 45,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 35,000.00
Additional effort for Utility coordination and monitoring of utilities (includes all remaining projects)	\$ 100,000.00
17401-03 - South Mason Road Intersection and turn lane improvements.	\$ 15,000.00
17402 - Harlem concrete widening	\$ 20,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 10,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts.	\$ 20,000.00
17416 - Madden reconstruction and ditch drainage improvements	\$ 10,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 25,000.00
Additional effort for coordination with other agencies for approvals and LONOs. (includes TXDOT permittings and LOSAs, FBC Permits, Developers, MUDs, LIDS, Cities, FBCTRA, ISDs, TDCJ, FBCDD, and HOAs).	\$ 90,000.00
17401-03 - South Mason Road Intersection and turn lane improvements.	\$ 15,000.00
17402 - Harlem concrete widening	\$ 20,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 10,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts.	\$ 10,000.00
17416 - Madden reconstruction and ditch drainage improvements	\$ 15,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 20,000.00

Additonal effort for ROW and County Attorney Office coordination	\$ 18,000.00
17401-03 - South Mason Road Intersection and turn lane improvements.	\$ 3,000.00
17402 - Harlem concrete widening	\$ 3,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 3,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts.	\$ 3,000.00
17416 - Madden reconstruction and ditch drainage improvements	\$ 3,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 3,000.00
Additional effort to produce media presentation materials for public involvement.	\$ 30,000.00
17401-03 - South Mason Road Intersection and turn lane improvements.	\$ 5,000.00
17402 - Harlem concrete widening	\$ 5,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 5,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts.	\$ 5,000.00
17416 - Madden reconstruction and ditch drainage improvements	\$ 5,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 5,000.00
Additional effort to issue and update FBC Standards	\$ 24,000.00
17401-03 - South Mason Road Intersection and turn lane improvements.	\$ 4,000.00
17402 - Harlem concrete widening	\$ 4,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 4,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts.	\$ 4,000.00
17416 - Madden reconstruction and ditch drainage improvements	\$ 4,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 4,000.00
Total:	\$ 534,000.00

Project Totals	
17401-03 - South Mason Road Intersection and turn lane improvements.	\$ 74,000.00
17402 - Harlem concrete widening	\$ 99,000.00
17407 - John Sharp Drive (segment 2) 2 lane concrete 1/2 boulevard	\$ 74,000.00
17410 - Beechnut 4 lane concrete boulevard with roundabouts.	\$ 99,000.00
17416 - Madden reconstruction and ditch drainage improvements	\$ 89,000.00
17421x - John Sharp Drive (segment 3) 2 lane 1/2 boulevard with storm sewers	\$ 99,000.00
Total	\$ 534,000.00

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.**

LJA Engineering Inc.
Houston, TX United States

Certificate Number:
2023-1096173

Date Filed:
11/17/2023

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.

PO #163934
Professional Services for the 2017 Fort Bend County Mobility Bond Program.

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