

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO PROJECT MANAGEMENT AGREEMENT
 FOR THE 2020 FORT BEND COUNTY MOBILITY BOND PROGRAM**

THIS 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 2020 Fort Bend County Mobility Bond Program on December 14, 2021, (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and to increase the total Maximum Compensation under the Agreement.

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

1. County shall pay Project Manager an additional seven hundred sixty thousand dollars and 00/100 (\$760,000.00), for the Services as described in Project Manager’s Proposal for Additional Services dated September 21, 2023, attached hereto as Exhibit “A-1,” 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 one million seven hundred sixty thousand and 00/100 dollars, (\$1,760,000.00), authorized as follows:
 \$1,000,000.00 under the Agreement; and
 \$ 760,000.00 under this First 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. 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.

5. 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.

6. **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

02/13/2024


Date

ATTEST:




Laura Richard, County Clerk

APPROVED:




J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:



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

LJA ENGINEERING, INC.

DocuSigned by:


721D5B0751F04AA
Authorized Representative – Signature

James Baker

Authorized Representative – Name

Vice President

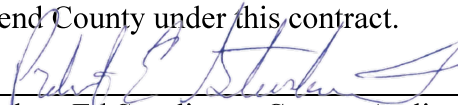
Title

1/19/2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,760,000.00
to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A-1



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
2020 Fort Bend County Mobility Bond Program; PO No. 207745
LJA Job No. 1704-2201 / LJA Proposal No. 23-20887

Dear Mr. Slawinski:

LJA Engineering, Inc. ("LJA") is pleased to submit this proposal for additional services under the 2020 Fort Bend County Mobility Bond Program. This proposal is made pursuant to the terms and conditions of the Project Management Agreement entered into on December 14, 2021 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 \$760,000.00. If authorized and approved, the maximum compensation payable under the referenced agreement would be increased from \$1,000,000.00 to \$1,760,000.00.

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", is written over a light blue circular stamp.

James R. Baker, PE
Vice President

JRB/pa

Attachment: Exhibit A

Exhibit A

Additional services for 2020 Mobility Bond Project (Contract Amendment 1)

Additional effort for Masterworks including: Data entry to maintain and update schedules, submittals, budgets, invoices, and proposals into Fort Bend County project software	\$ 64,000.00
20401 - West Bellfort @ SH 6 Turn Lanes	\$ 7,000.00
20402 - West Airport @ SH 6 Turn Lanes	\$ 7,000.00
20404 - US 90A @ SH 6 (Phase I & Phase II)	\$ 7,000.00
20405 - Lexington Boulevard	\$ 7,000.00
20406 - Cartwright Road	\$ 7,000.00
20407 - Cullinan Park LTL @ SH 6	\$ 1,000.00
20408 - McKaskle Road	\$ 7,000.00
20409 - Old Richmond Road	\$ 7,000.00
20410 - Bullhead Slough	\$ 7,000.00
20415 - Glenn Lakes Lane	\$ 7,000.00
Additional 12 months effort of project management, as well as CM and CMT coordination	\$ 255,000.00
20401 - West Bellfort @ SH 6 Turn Lanes	\$ 30,000.00
20402 - West Airport @ SH 6 Turn Lanes	\$ 30,000.00
20404 - US 90A @ SH 6 (Phase I & Phase II)	\$ 20,000.00
20405 - Lexington Boulevard	\$ 30,000.00
20406 - Cartwright Road	\$ 30,000.00
20407 - Cullinan Park LTL @ SH 6	\$ 5,000.00
20408 - McKaskle Road	\$ 30,000.00
20409 - Old Richmond Road	\$ 30,000.00
20410 - Bullhead Slough	\$ 25,000.00
20415 - Glenn Lakes Lane	\$ 25,000.00

Additional effort for additional Utility coordination and monitoring of utilities (includes all remaining projects)	\$ 158,000.00
20401 - West Bellfort @ SH 6 Turn Lanes	\$ 20,000.00
20402 - West Airport @ SH 6 Turn Lanes	\$ 20,000.00
20404 - US 90A @ SH 6 (Phase I & Phase II)	\$ 10,000.00
20405 - Lexington Boulevard	\$ 20,000.00
20406 - Cartwright Road	\$ 15,000.00
20407 - Cullinan Park LTL @ SH 6	\$ 3,000.00
20408 - McKaskle Road	\$ 25,000.00
20409 - Old Richmond Road	\$ 20,000.00
20410 - Bullhead Slough	\$ 10,000.00
20415 - Glenn Lakes Lane	\$ 15,000.00

Additonal effort for coordination with other agencies for approvals and LONOs. (includes TXDOT permittings and LOSAs, FBC Permits, Developers, FWSD2, MUDs, LIDS, USPS, Cities, FBCTRA, FBCDD, and HOAs).	\$ 189,000.00
20401 - West Bellfort @ SH 6 Turn Lanes	\$ 20,000.00
20402 - West Airport @ SH 6 Turn Lanes	\$ 20,000.00
20404 - US 90A @ SH 6 (Phase I & Phase II)	\$ 10,000.00
20405 - Lexington Boulevard	\$ 25,000.00
20406 - Cartwright Road	\$ 20,000.00
20407 - Cullinan Park LTL @ SH 6	\$ 5,000.00
20408 - McKaskle Road	\$ 20,000.00
20409 - Old Richmond Road	\$ 24,000.00
20410 - Bullhead Slough	\$ 25,000.00
20415 - Glenn Lakes Lane	\$ 20,000.00
Additonal effort for ROW coordination	\$ 24,000.00
20401 - West Bellfort @ SH 6 Turn Lanes	\$ 4,000.00
20402 - West Airport @ SH 6 Turn Lanes	\$ 4,000.00
20406 - Cartwright Road	\$ 4,000.00
20408 - McKaskle Road	\$ 4,000.00
20409 - Old Richmond Road	\$ 4,000.00
20410 - Bullhead Slough	\$ 4,000.00
Additional effort to produce media presentation materials for public involvement.	\$ 70,000.00
20401 - West Bellfort @ SH 6 Turn Lanes	\$ 5,000.00
20402 - West Airport @ SH 6 Turn Lanes	\$ 5,000.00
20404 - US 90A @ SH 6 (Phase I & Phase II)	\$ 5,000.00
20405 - Lexington Boulevard (Public Meeting)	\$ 10,000.00
20406 - Cartwright Road (Public Meeting)	\$ 20,000.00
20407 - Cullinan Park LTL @ SH 6	\$ 5,000.00
20408 - McKaskle Road	\$ 5,000.00
20409 - Old Richmond Road	\$ 5,000.00
20410 - Bullhead Slough	\$ 5,000.00
20415 - Glenn Lakes Lane	\$ 5,000.00
Total:	\$ 760,000.00

Project Totals	
20401 - West Bellfort @ SH 6 Turn Lanes	\$ 86,000.00
20402 - West Airport @ SH 6 Turn Lanes	\$ 86,000.00
20404 - US 90A @ SH 6 (Phase I & Phase II)	\$ 52,000.00
20405 - Lexington Boulevard	\$ 92,000.00
20406 - Cartwright Road	\$ 96,000.00
20407 - Cullinan Park LTL @ SH 6	\$ 19,000.00
20408 - McKaskle Road	\$ 91,000.00
20409 - Old Richmond Road	\$ 90,000.00
20410 - Bullhead Slough	\$ 76,000.00
20415 - Glenn Lakes Lane	\$ 72,000.00
Total	\$ 760,000.00

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:
2024-1113923

Date Filed:
01/19/2024

Date Acknowledged:
02/13/2024

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 Engineering

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.

100324
Professional Engineering Services for the 2020 Fort Bend County Mobility Bond Program

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)