

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and HJ Consulting, Inc. ("Consultant"), a Texas corporation. County and Consultant are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on April 9, 2024 (the “Agreement”) for Professional Engineering Services for the construction of a 2-lane asphalt roadway with roadside ditches and all necessary appurtenances from Boothill Road to Hackamore Road, under the Fort Bend County Mobility Program Project No. 23117x; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by HJ Consulting, Inc. 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 Consultant an additional Fifteen Thousand Six Hundred Fifty and 94/100 Dollars (\$15,650.00) for the performance and completion of additional services as described in Consultant's Proposal, dated October 7, 2024, (the "Services") attached hereto as Exhibit "A-1" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed One Hundred Forty Thousand Six Hundred Forty-Six and 50/100 Dollars (\$140,646.50) authorized as follows:

\$124,996.50 under the Agreement
\$15,650.00 under this First Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant 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 exceed One Hundred Forty Thousand Six Hundred Forty-Six and 50/100 Dollars (\$140,646.50) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Forty Thousand Six Hundred Forty-Six and 50/100 Dollars (\$140,646.50).

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, Consultant hereby verifies that Consultant 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, Consultant 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, Consultant 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, Consultant 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, CONSULTANT 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 First Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

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 County.

FORT BEND COUNTY, TEXAS

HJ CONSULTING, INC.

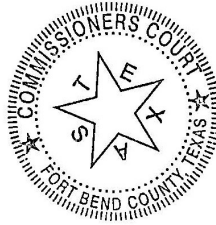
KP George
KP George, County Judge

Harish Jajoo
Authorized Agent – Signature

February 11, 2025
Date

Harish Jajoo, PE
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

President
Authorized Agent - Title

01-16-2025
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 \$ 140,646.50 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

Exhibit A-1: Consultant's Proposal dated October 7, 2024

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Exhibit A-1



October 7, 2024

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

Re: Proposal for Additional Professional Services
Boothill Bypass Road (Boothill Bypass to Hackamore Road, Precinct 1)
FBC Project #23117x

Dear Mr. Mineo:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for the Construction Phase Services, as described below:

Metes & Bounds Revisions for two parcels:

Revise and reissue the metes and bounds description and accompanying parcel maps for the acquisition of Parcels 1 & 3. (Task Completed)

Compensation:

The fee is lumpsum **\$650** to accomplish this task, paid to the surveyor without any markup.

CONSTRUCTION PHASE (To Be Billed as Time & Material):

The construction phase shall consist of attending Pre-Construction and Progress Meetings (when requested by FBC). The engineer will review and respond to Submittals, RFIs, RFPs and Change Orders as required. If needed, Substantial and Final Completion Walk-Thru and Punch List and Record Drawings will also be provided as required by Fort Bend County.

Compensation:

We request an appropriation of **\$15,000** to accomplish this task. Our rate sheet is as follows:

Employee	Hourly Rate
Principal	\$ 325
Project Manager	\$ 275
QA/QC Engineer	\$ 225
Project Engineer	\$ 175

Employee	Hourly Rate
Graduate Engineer	\$ 135
CAD Technician	\$ 105
Admin	\$ 75

Civil Engineers | Construction Managers

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

Boothill Bypass Road, FBC Precinct 1

Proposal for Professional Engineering Services (Amendment 1)

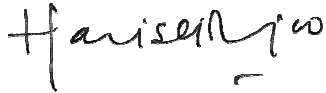
October 7, 2024

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The total compensation for the above services is **\$15,650**, of which \$650 is lumpsum and \$15,000 is time and material.

If you have any questions, please give me a call, or send me an email.

Sincerely,

A handwritten signature in black ink, appearing to read "Harish Jajoo". The signature is fluid and cursive, with a horizontal line extending from the end.

Harish Jajoo, PE, CFM
President
HJ Consulting, Inc.



Pedraza Surveying, LLC dba Tejas Surveying
1810 First Oaks St, Suite 220, Richmond, TX 77406
Phone No. (281) 240-9099 | TBPELS Reg. No. 10194739

August 12th, 2024

Harish Jajoo, P.E., CFM
HJ Consulting, Inc.
4471 Sweetwater Blvd., #254
Sugar Land, TX 77479

Via email: harish@hjconsultinginc.com

RE: Additional Surveying Services for Fort Bend County Mobility Project No. 23117x

Mr. Harish,

We hereby propose to provide the following services in accordance with the specifications set forth for an amount of SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$ 650.00):

Provide additional surveying and mapping as required on the Fort Bend County Mobility Project No. 23117x, Boothill Bypass Road, in connection with the proposed parcel layout changes requested by the Client August 12, 2024, to produce the following deliverables:

1. Revise and reissue the metes and bounds description and accompanying parcel map for the acquisition of Parcel 1 to include 15' x 15' corner clips on both south and north sides of its intersection with Boothill Bypass Road.
2. Revise and reissue the metes and bounds description and accompanying parcel map for the acquisition of Parcel 3 to include a 15' x 15' corner clip on the north side of its intersection with Hackamore Road.

Please allow up to 5 business days for the preparation of the deliverables once we have received notice to proceed.

All payments shall be due and payable on a net 30 basis, unless otherwise specified under Owner/Prime Contract. Tejas Surveying would like to be apprised of the billing to Fort Bend County when these surveying expenses are included.

Respectfully Submitted,

Jose A. Pedraza, RPLS, PMP, EIT, ENV SP
President
Pedraza Surveying, LLC
dba Tejas Surveying

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.
Rosenberg, TX United States

Certificate Number:
2025-1258002

Date Filed:
01/16/2025

Date Acknowledged:
02/11/2025

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.

First Amendment- 23117x
Additional Services related to Construction Phase and Survey.

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)