

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Gaines Road, Segment 2 – Project No. 20429x)

THIS FIRST AMENDMENT ("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. ("Contractor"), a corporation duly authorized to conduct business in the state of Texas. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Agreement for Professional Engineering Services on December 5, 2023 (the “Agreement”) for engineering services for the design and reconstruction of Gaines Road; and

WHEREAS, County has determined that this Agreement, as amended, is for personal or professional engineering services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, 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 Contractor an additional Twelve Thousand Five Hundred Sixty-Two and 50/100 Dollars (\$12,562.50) for the performance and completion of additional services provided in the Contractor's Proposal attached hereto as Exhibit "A-1" (the "Services") and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Three Hundred Fifty-Four Thousand Two Hundred Nine and 50/100 Dollars (\$1,354,209.50) authorized as follows:

\$1,341,647.00 under the Agreement; and
\$12,562.50 under the First Amendment.

In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, as amended, that County shall have available the total maximum sum of \$1,354,209.50 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$1,354,209.50.

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, 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 First Amendment 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 First Amendment 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 First Amendment 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.
4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, CONTRACTOR 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.
7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

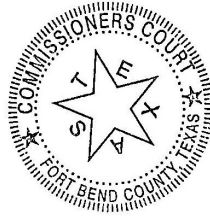
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FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

May 13, 2025
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

04-29-2025
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 \$ 1,354,209.50 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

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EXHIBIT A-1

(Scope of Work Follows Behind)



February 27, 2025

Mr. Robert McBride, PE
LJA
3600 W Sam Houston Pkwy S, Suite 600
Houston, TX 77042

Re: Proposal for Additional Professional Services – Gaines Road Segment 2
FBC Project No. 20429x

Dear Mr. McBride:

HJ Consulting, Inc. (HJ) is pleased to submit this proposal for Temporary Traffic Signal for the above referenced project, as described below:

Scope:

Temporary traffic signals will be required during the construction on Gaines Road at Beechnut Street. MBCO will develop layouts of the temporary signal to meet Fort Bend County and TMUTCD requirements which will include controller location, pole locations, vehicle and pedestrian signal heads, vehicle detection, and curb ramps. MBCO will also develop quantities and construction cost estimates.

This scope of work will include the following and will be per Fort Bend County guidelines:

- Basis of Estimate
- Temporary Traffic Signal Layout
- Temporary Traffic Signal Elevations
- Temporary Traffic Signal Details
- Cost Estimate

Schedule:

The task will run concurrently with the design phase.

Civil Engineers | Construction Managers

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

Gaines Road Segment 2, FBC Precinct 4

Proposal for Additional Professional Engineering Services

February 27, 2025

Page 2 of 2

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

Final Design (Lumpsum):	\$1,262.50
Subconsultant (MBCO) (NTE):	\$11,300
Total:	\$12,562.50

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: *Gaines Road Segment 2*
Project Limits: Keegan's Bayou to County Line
FBC Project # 20429x

ADDITIONAL SERVICES

1 Final Design Phase	\$	1,262.50
2 Subconsultant Services	\$	11,300.00
MBCO Engineering	\$	11,300.00

Sub-Total Option 1 & 2: \$ 12,562.50



**GAINES ROAD SEGMENT 2
KEEGAN'S BAYOU TO COUNTY LINE
FBC PROJECT# 20429x
HJ CONSULTING, INC.**

LEVEL OF EFFORT FOR ADDITIONAL SERVICES, FEBRUARY 2025

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	Project Management										
1.1	Coordination with MBCO		0.5	4						4.5	\$ 1,262.50
FINAL DESIGN PHASE SUBTOTAL			0.5	4						4.5	\$ 1,262.50
SUBCONSULTANT SERVICES (Temp Traffic Signal)											
1	Temporary Traffic Signal										\$ 11,300.00
SUBCONSULTANT SERVICES (Temp Traffic Signal) SUBTOTAL											\$ 11,300.00
TOTAL HOURS			0.5	4						4.5	
TOTAL ESTIMATE			\$163	\$1,100							\$ 12,562.50

February 26, 2025

Harish Jajoo, P.E., CFM
President
HJ Consulting, Inc.
4471 Sweetwater Blvd., #254
Sugar Land, TX 7479

**Re: Additional Service - Gaines Road at Beechnut Street Temporary Traffic Signal,
Houston, TX**

Dear Mr. Jajoo,

MBCO Engineering, LLC (MBCO) is pleased to provide this additional service proposal to HJ Consulting, Inc. (Client) for traffic engineering services for the above referenced site. We have assumed for the purposes of this proposal that our services will be for the design of a Temporary Traffic Signal for Gaines Road at Beechnut Street in Houston, Texas. The scope of this proposal is based on our experience and will need to be confirmed with the agency. Any additional scope required by the agency will result in a change in the fee.

SCOPE OF SERVICES

The Engineer will be responsible for performing the following tasks:

Design Phase services for temporary traffic signalization for the intersection of Gaines Road at Beechnut Street which will include basis of estimate, temporary signal layouts/elevations/details, cost estimate and addressing comments & revisions from Fort Bend County.

Task 1 – Engineered Plans – Temporary Signal Design – Gaines Road at Beechnut Street

MBCO will develop layouts of the temporary signal to meet Fort Bend County and TMUTCD requirements which will include controller location, pole locations, vehicle and pedestrian signal heads, vehicle detection, and curb ramps. MBCO will also develop quantities and construction cost estimates.



This scope of work will include the following and will be per Fort Bend County guidelines:

- Basis of Estimate
- Temporary Traffic Signal Layout
- Temporary Traffic Signal Elevations
- Temporary Traffic Signal Details
- Cost Estimate
- Address Comments/Revisions

Note: Traffic Control Plans and temporary markings/signage will be completed by HJ Consulting.

FEE SCHEDULE

We propose providing our services described above on a lump sum fee basis as follows:

Lump sum fee:

Temporary Signal Design/Cost Estimate – Gaines Road at Beechnut Street

Overall Total Lump Sum Fee

\$11,300

Refer to the attached Level of Effort for more detail. Please note that the above fee is based on smooth project implementation and assumes no major changes to the scope of services. This proposal is limited to the scope of services specifically defined herein. Should work outside the above scope of services be required, a separate proposal will be submitted to the Client for approval prior to our beginning the additional services. Direct charges such as review, plan approval fees, deliveries, reprographics, etc. will be reimbursed at cost plus 10%. Mileage shall be reimbursed at the current standard IRS rate. Reimbursable fees are expected to be less than \$500.

We will proceed with the work once we receive your written authorization. We appreciate the opportunity to submit this proposal, and we have enjoyed working with you on this project. If you should have any questions or require additional information, please do not hesitate to call me at 281-760-1656.

Sincerely,

Steve Stacy, PE, ENV SP
Vice President of Engineering

ADDITIONAL SERVICES - TEMPORARY TRAFFIC SIGNAL

LEVEL OF EFFORT (MBCO, INC.)
METHOD OF PAYMENT: LUMP SUM

PROVIDER NAME: MBCO Engineering
PROJECT NAME: Gaines Road Temporary Traffic Signal

RATES:	\$335.00	\$250.00	\$230.00	\$240.00	\$215.00	\$220.00	\$150.00	\$145.00	\$180.00	\$120.00	\$115.00			
TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	RPLS	PROJECT ENGINEER	SURVEY CREW	SIT	DESIGNER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS OR TASKS	TOTAL HRS PER TASK OR SHEET
Engineered Plans & Estimate														
Basis of Estimate			1		1			4				\$1,025.00	1	6.00
Temp Traffic Signal Layout			1		2			16			1	\$3,095.00	2	10.00
Temp Traffic Signal Elevations			1		2			10				\$2,110.00	1	13.00
Temp Traffic Signal Details			1		1			6				\$1,315.00	2	4.00
Cost Estimate			1		2			8			1	\$1,935.00	3	4.00
Address Comments/Revisions (2x)			1		2			8				\$1,820.00	2	5.50
HOURS SUB-TOTALS	0	0	6	0	10	0	0	52	0	0	2	70		
TOTAL LABOR COSTS	\$0.00	\$0.00	\$1,380.00	\$0.00	\$2,150.00	\$0.00	\$0.00	\$7,540.00	\$0.00	\$0.00	\$230.00	\$11,300.00		
% DISTRIBUTION OF STAFFING	0.0%	0.0%	8.6%	0.0%	14.3%	0.0%	0.0%	74.3%	0.0%	0.0%	2.9%			
TOTAL												\$11,300.00		

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:
2025-1302384

Date Filed:
04/29/2025

Date Acknowledged:
05/13/2025

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.

20429x
Amendment No 1, Gaines Road Segment 2, FBC # 20429x

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)