

STATE OF TEXAS                                 §  
  §  
COUNTY OF FORT BEND                     §

## **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

(Mason Road– Project No. 20427x)

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 LJA Engineering, Inc., ("Contractor"), a Texas Corporation. 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 professional engineering and design services for the roundabout at the intersection of Mason Road and Victoria Bay for Mobility Bond Project No. 20427x; 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 Thirty Thousand and 00/100 Dollars (\$30,000.00) 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 Seventy-Eight Thousand Two Hundred Ninety and 00/100 Dollars (\$78,290.00) authorized as follows:

\$48,290.00 under the Agreement; and  
\$30,000.00 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 \$78,290.00 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 \$78,290.00.

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
4. **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.
5. **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.
6. **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.

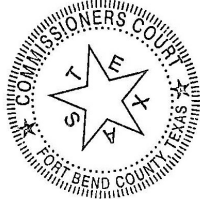
**{Execution Page Follows}**

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**FORT BEND COUNTY, TEXAS**

KP George  
KP George, County Judge

June 25, 2025  
Date



ATTEST:

Laura Richard  
Laura Richard, County Clerk

APPROVED:

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

**LJA ENGINEERING, INC.**

William Todd Thurber  
Authorized Agent – Signature

W. Todd Thurber, PE  
Authorized Agent- Printed Name

Senior Vice President  
Title

05/27/2025  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 78,290.00 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)



March 31, 2025

## PROPOSAL

Stacy Slawinski, PE  
Fort Bend County Engineering  
301 Jackson Street,  
Richmond, Texas 77469

Re: Mason Road at Victoria Bay Roundabout Supplemental Bid & Construction Phase Services  
LJA Proposal No. 23-18486

Dear Mr. Slawinski:

LJA Engineering, Inc. ("LJA") is pleased to submit this proposal to provide bid and construction phase services for the proposed roundabout at the intersection of Mason Road and Victoria Bay in Fort Bend County, Texas. The project scope of work as outlined below will be to provide bid and construction phase support services that include preparing a bid package, support with letting, contractor selection, contract negotiations as well as providing support as owner's project representative.

### SCOPE OF SERVICES

The scope of this project will be as follows:

#### A. BIDDING & CONTRACT NEGOTIATION SUPPORT

Our services will be to prepare the specifications, bid packages, advertisements for bidding, and assistance through the process. We will also prepare construction cost estimates using TxDOT latest average unit rates to aid in contractor selection and provide contractor recommendations.

#### B. CONSTRUCTION PHASE SERVICES

LJA will conduct periodic construction observation in conjunction with County inspectors. Soil and material testing will be by County's soil testing lab. Our services will be provided on an hourly basis as follows:

1. LJA will make regular visits with the client, defined as a maximum of four (4) hours per week on the project (as distinguished from part-time services of a Project Representative) to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding according to the construction contract documents. During visits to the construction site and based on their onsite observations as an experienced and qualified design professional, the Engineer will keep the Client informed of the progress of the work and advise the Client on material and substantial defects and deficiencies in the work of contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention during construction. The Engineer may, on behalf of the Client, exercise whatever rights the Client may have to disapprove work and materials as failing to conform to the construction contract documents. The engineer's services are for periodic observations unless the Client requests in writing for a more regularly scheduled site visit, otherwise the Project Representative, and/or Engineer will not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work or material. Although the Engineer will endeavor to protect the Client against defects and deficiencies in the work of contractors or subcontractors, he cannot guarantee the performance of contractors, nor be responsible for the actual supervision of construction techniques and operations or for the safety measures that contractors or subcontractors take or should take.

2. LJA will review requests for information, submittals, catalog data, schedules, shop drawings, laboratory, and other data which the contractor submits and pay estimates. This review is for the benefit of the Client and requires only general conformance with the design concept of the project and general compliance with the information given by the contract documents. It does not relieve contractors of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity of constructing a complete and workable facility in accordance with the construction contract documents.
3. LJA will conduct, on behalf of the Client, a final inspection with the County representatives for the project conformance with the design concept of the project and compliance with the construction contract documents.
4. LJA will issue certification to the Client that the project, or any phase thereof, has been completed in substantial compliance with the construction contract documents.

### C. PROJECT COORDINATION

During construction, we will attend or conference with the Fort Bend County and/or other project consultants as required. All coordination services will be billed on a time and materials basis in accordance with our standard hourly rate schedule attached as Attachment "A".

### COMPENSATION

Based upon the Scope of Work listed above, LJA proposes to provide you the scope of services described above on a fee structure as follows:

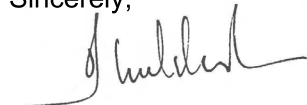
Phase	Description	Basis of Fee	Contract Amount
A	Bidding & Contract Negotiation Support	LS	\$ 4,400.00
B	Construction Phase Services	LS	\$19,600.00
C	Project Coordination	T&M	\$ 5,000.00
D	Reimbursable Expenses	T&M	\$ 1,000.00
<b>TOTAL</b>			<b>\$ 30,000.00</b>

Please note fees shown for the hourly basis elements are for budgeting purposes only and invoices will reflect the actual time incurred. 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. Also be advised that the engineering fee's, construction cost and in some instances the caring cost of the loan, until reimbursements are reimbursable.

If this proposal meets with your approval, please execute both copies, returning one copy to our office and keeping one copy for your records. Your signature below will be sufficient authorization to commence the stated work.

LJA appreciates the opportunity to continue working with Fort Bend County on this critical infrastructure project. If you have any questions regarding this proposal, please contact me on my cellphone at 713.953.5053 or by email at TKrishnan@lja.com.

Sincerely,



Thirulokesh Krishnan, PE  
Vice President

TK/pa

# 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:**  
2025-1316977

**Date Filed:**  
05/29/2025

**Date Acknowledged:**  
06/24/2025

**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.**

20427x  
Professional Engineering Services for Roundabout at Intersection of Mason Road and Victoria Bay, Fort Bend County, Mobility Bond Project No. 20427x

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