

STATE OF TEXAS §
COUNTY OF FORT BEND §

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(BGE, Inc. - SOQ 14-025)

This Fourth Amendment ("Fourth Amendment") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and BGE, Inc. ("Contractor"), a corporation duly authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously entered into that certain agreement on July 6, 2021 (the “Agreement”) for improvements to Lexington Boulevard under the 2020 Mobility Bond Project No. 20405 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on July 5, 2022 (the “First Amendment”), April 11, 2023 (the “Second Amendment”), and July 25, 2023 (the “Third Amendment”); and

WHEREAS, by execution of this Fourth 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 under the Agreement, 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 Three Thousand Three Hundred Ten and 00/100 Dollars (\$33,310.00) for the performance and completion of additional services as described in Contractor's Proposal dated December 11, 2024 (the "Services") attached hereto as "Exhibit A-4" 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 Seventy Thousand Nine Hundred Ninety Two and 17/100 Dollars (\$1,070,992.17) authorized as follows:
 - \$682,085.92 under the Agreement;
 - \$238,832.00 under the First Amendment;
 - \$74,605.25 under the Second Amendment;
 - \$42,159.00 under the Third Amendment;
 - \$33,310.00 under this Fourth Amendment.

In no event shall the amount paid by County under this Agreement 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, that County shall have available the total maximum sum of One Million Seventy Thousand Nine Hundred Ninety Two and 17/100 Dollars (\$1,070,992.17) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed One Million Seventy Thousand Nine Hundred Ninety Two and 17/100 Dollars (\$1,070,992.17).

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 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.

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, 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 Fourth Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

BGE, INC.



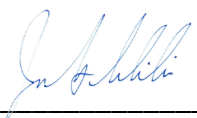
Authorized Agent – Signature

Jason P. Ellison, P.E.
Authorized Agent- Printed Name

Director, Transportation Design
Title

3/11/2025
Date

APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to
accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

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services.docx – knm

EXHIBIT A-4

(December 11, 2024 Proposal Follows Behind)



Date: December 11, 2024

Robert T. McBride, P.E.
C/O Fort Bend County Engineering
Senior Project Manager
LJA Engineering, Inc.
3600 W. Sam Houston Parkway S., Suite 600
Houston, TX 77042

Reference: FBC 20405 – Lexington Boulevard (Laurel Green Rd. to east of Lexington Grove Dr.)
Fort Bend County 2020 Mobility Bond Program

Subject: Contract Amendment No 4 – Construction Phase Services

Dear Mr. McBride,

Enclosed are BGE, Inc.'s proposed budget and manpower breakdown for additional Construction Phase Services for the above referenced project which will include:

- Additional hours for review of RFIs and shop drawings

BGE, Inc.'s proposed budget for the referenced project includes:

Phase 3 – Bidding & Construction Phase Services (Time & Materials Payment Basis)	\$33,310.00
Total Proposed Fee	\$33,310.00

A detailed level of effort is attached. Please contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Jason P. Ellison".

Jason Ellison, P.E.
Roadway Group Manager

PRIME PROVIDER: BGE, Inc.

BID AND CONSTRUCTION PHASE SERVICES (TIME AND MATERIALS PAYMENT BASIS)												
Construction Phase												
	Construction Phase Services											
	Review Contractor Submittals & RFIs	34	32	28	22	40	40			196	\$ 33,310.00	
	HOURS SUB-TOTALS	34	32	28	22	40	40	0	0	196		
	SUBTOTAL	\$9,350.00	\$6,400.00	\$4,900.00	\$3,300.00	\$5,000.00	\$4,360.00	\$0.00	\$0.00	\$33,310.00	\$33,310.00	
	SUBTOTAL CONSTRUCTION PHASE SERVICES	34	32	28	22	40	40	0	0	196		
		\$9,350.00	\$6,400.00	\$4,900.00	\$3,300.00	\$5,000.00	\$4,360.00	\$0.00	\$0.00	\$33,310.00	\$33,310.00	

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