

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Winkleman and Castle Gate Drive – Project No. 20210)

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 BGE, 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 for Professional Engineering Services on March 26, 2024 (the “Agreement”) for improvements to Winkleman (Gaines Road) at Castle Gate Drive Intersection under Project No. 20210; and

WHEREAS, the Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by CONSULTANT, 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 Eighty-Five and 00/100 Dollars (\$15,085.00) for the performance and completion of additional services as described in Consultant's Proposal, dated January 13, 2025, attached hereto as Exhibit "A-1" (the "Services") 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 Two Hundred Eleven Thousand Seven Hundred Eighty-Two and 70/100 Dollars (\$211,782.70) authorized as follows:

\$196,697.70 under the Agreement; and
\$15,085.00 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 Two Hundred Eleven Thousand Seven Hundred Eighty-Two and 70/100 Dollars (\$211,782.70) 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 Two Hundred Eleven Thousand Seven Hundred Eighty-Two and 70/100 Dollars (\$211,782.70)

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.
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 Agreement 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}

{Remainder of Page Intentionally Left Blank}

FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

ATTEST:


Laura Richard, County Clerk

APPROVED:



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

BGE, INC.



Authorized Agent – Signature

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

Director, Transportation Design
Title

3/19/2025
Date

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

i:\agreements\2025 agreements\engineering\bge, inc (24-eng-100270-a1)\1st amendment to agreement - bge.docx – knm

EXHIBIT A-1

(Scope of Work Follows Behind)



Date: January 13, 2025

Gabriel Odreman, P.E, PMP.
C/O Fort Bend County Engineering
Tetra Tech
575 N. Dairy Ashford Rd
Houston, Texas 77433

Reference: FBC 20210 – Winkleman (Gaines) Rd. at Castle Gate Dr. Intersection Improvements
Fort Bend County 2020 Mobility Bond Program

Subject: Contract Amendment to PO 239082
Supplemental Agreement No. 1 for Construction Phase Services

Dear Mr. Odreman,

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)	\$15,085.00
Total Proposed Fee	\$15,085.00

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 O. 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	12	16	16	16	14	15			89	\$ 15,085.00	
	HOURS SUB-TOTALS	12	16	16	16	14	15	0	0	89		
	SUBTOTAL	\$3,300.00	\$3,200.00	\$2,800.00	\$2,400.00	\$1,750.00	\$1,635.00	\$0.00	\$0.00	\$15,085.00	\$15,085.00	
	SUBTOTAL CONSTRUCTION PHASE SERVICES	12	16	16	16	14	15	0	0	89		
		\$3,300.00	\$3,200.00	\$2,800.00	\$2,400.00	\$1,750.00	\$1,635.00	\$0.00	\$0.00	\$15,085.00	\$15,085.00	

[illegible]

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: Rachel Townsend/Michelle Weweh PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: rachel.townsend@usi.com															
INSURED BGE, Inc. f.k.a. Brown & Gay Engineers, Inc. 10777 Westheimer, Suite 400 Houston, TX 77042		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D : Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Company	20494	INSURER B : Continental Insurance Company	35289	INSURER C : National Fire Insurance Co. of Hartford	20478	INSURER D : Lexington Insurance Company	19437	INSURER E : Twin City Fire Insurance Company	29459	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Transportation Insurance Company	20494																
INSURER B : Continental Insurance Company	35289																
INSURER C : National Fire Insurance Co. of Hartford	20478																
INSURER D : Lexington Insurance Company	19437																
INSURER E : Twin City Fire Insurance Company	29459																
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075541416	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6075541433	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000			6075541464	12/31/2024	12/31/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075541447	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab CLAIMS MADE			031565521	12/31/2024	12/31/2025	\$5,000,000 per claim \$10,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Excess Umbrella Liability ****

E: Twin City Fire Insurance Company / NAIC# 29459

Policy No.: 61HVZBM6R9J - Eff Date: 12/31/2024 Exp Date: 12/31/2025

Excess Umb. Each Occurrence Limit : \$6,000,000

Excess Umb. Annual Aggregate Limit: \$6,000,000

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County
Attn: County Engineer
301 Jackson Street
Richmond, TX 77469

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Davis

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured on all policies (except Professional Liability and Workers Compensation), is provided to the Certificate Holder, when required by written contract or written agreement between the Named Insured and the Certificate Holder, but limited to the operations of the Named Insured per policy forms CNA75079XX 03/22, including completed operations (GL); CA2048 10/13 (Auto). Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 03/22 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL), LX4204 07/13(PL).

The Umbrella Follows Form to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

RE: FBC 20210 Winkleman (Gaines) Rd. at Castle Gate Dr. Intersection Improvements.

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.**

BGE, Inc.
Houston, TX United States

Certificate Number:
2025-1281425

Date Filed:
03/13/2025

Date Acknowledged:

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.

PO 239082
Intersection Improvements for Winkleman (Gaines) Rd. at Castle Gate Dr. - Construction Phase Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lennard, Lee	Houston, TX United States	X	
	Randermann, Randy	Houston, TX United States	X	
	Heisch, Rodney	Houston , TX United States	X	
	Garrison , Mike	Dallas, TX United States	X	
	Jasek, Wes	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Jason Ellison, PE, and my date of birth is 3/19/1977.

My address is 10777 Westheimer Ste. 400 Houston, TX 77042, Houston, TX, 77042, USA (state)
(street) (city) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 17th day of March, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)