

3. **Limit of Appropriation.** CONTRACTOR understands and agrees that the Maximum Compensation payable to CONTRACTOR for Services rendered under the Agreement, as amended, is hereby increased to an amount not to exceed Two Million Four Hundred Four Thousand Three Hundred Sixteen and 40/100 Dollars (\$2,404,316.40) authorized as follows:

\$886,785.00 under the Agreement;
\$452,952.00 under the First Amendment;
\$0.00 under the Second Amendment;
\$503,314.00 under the Third Amendment
\$556,265.40 under the 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 \$2,404,316.40 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, 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 \$2,404.316.40.

4. **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.
- 5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 6. **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.
 - 7. **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.
 - 8. **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}

FORT BEND COUNTY, TEXAS

OTHON, INC.

KP George, County Judge

Authorized Agent – Signature

SHANE COSSEY

Date

Authorized Agent- Printed Name

Vice President

ATTEST:

Title

8/25/2025

Laura Richard, County Clerk

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 \$ _____ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor

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EXHIBIT A-4

(Follows Behind)

June 24, 2025

Mr. Stacy Slawinski
County Engineer
Fort Bend County

Re: 2017 Mobility Bond Program in Precincts 1, 2, 3, and 4
Amendment to Agreement for Professional Construction Management Services
Fort Bend County

Dear Mr. Slawinski:

Please see enclosed OTHON INC.'s proposal for amendment to the subject Contract to extend the termination date to 6/30/2027, add an additional \$556,265.40 to the Contract, and update project rates.

Please let me know if you have any questions or concerns.

Sincerely,



Shane Cossey, PE
Vice President
OTHON, INC.
Consulting Engineers

OTHON CONTRACT AMENDMENT PROPOSAL

PROJECT DATA

PROJECT NAME:	FORT BEND 2017 MOBILITY PROJECTS
CLIENT:	FBC
CURRENT CONTRACT AMOUNT:	1,848,051.00
ESTIMATED AMENDMENT AMOUNT:	556,265.40
REVISED CONTRACT TOTAL:	2,404,316.40
CURRENT CONTRACT END DATE:	6/30/2025
ESTIMATED NEW END DATE:	6/30/2027

PROJECT OTHON LABOR SCHEDULE

NO.	CLASSIFICATION	RAW RATE	MULTIPLIER	BILLING RATE	ESTIMATED MONTHLY HOURS	TOTAL MONTHS	TOTAL
1	INSPECTOR III	38.50	2.45	94.33	173	24	\$ 391,637.40
2	INSPECTOR III (OT)	57.75	2.45	141.49	40	24	\$ 135,828.00
3	INSPECTOR II	33.50	2.45	82.08			\$ -
4	INSPECTOR II (OT)	50.25	2.45	123.11			\$ -
TOTAL:							\$ 527,465.40

REIMBURSABLE EXPENSES

NO.	CLASSIFICATION	MONTHLY RATE	TOTAL MONTHS	TOTAL
1	VEHICLE	1000.00	24	\$ 24,000.00
2	CELL PHONE	100.00	24	\$ 2,400.00
3	COMPUTER	100.00	24	\$ 2,400.00
TOTAL:				\$ 28,800.00