



In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$69,500.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Consultant 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 Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$69,500.00.

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, 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.

5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, 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.
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 First 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 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}**

**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

Chris Scullion  
\_\_\_\_\_  
Authorized Agent- Printed Name

Sr. Project Manager  
\_\_\_\_\_  
Title

September 15, 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

# **EXHIBIT A-1**

(Follows Behind)



December 10, 2024

Ike Akinwande  
Assistant County Engineer  
Fort Bend County Engineering  
301 Jackson Street – 4<sup>th</sup> Floor  
Richmond, TX 77469

Reference: Phase 1 Pilot - Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions

Subject: Supplemental Work Authorization (SWA) #01 – Four (4) additional work tasks pertaining to the Pavement Condition Assessment of Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions

Dear Mr. Akinwande,

Enclosed for your review and approval is BGE Inc.'s SWA #01 scope of services for performing the four identified work tasks that were identified during our meeting on August 12, 2024.

The proposed fee for performing the identified work tasks shall be based on a Time & Material basis with a total cost estimated not to exceed \$20,000.00.

BGE will commence work upon receipt of a written notice to proceed signifying that the Scope of Services and proposed fee (T&M) have been approved by Fort Bend County. Please contact me if you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Chris Scullion'.

Chris Scullion, P.E.  
Sr. Project Manager  
BGE, Inc.

Cc: Jeremy Gaskins  
Marcelo Moacyr

**SCOPE OF SERVICES – Fort Bend County Engineering - Precinct #3 Pavement Condition Assessment**

**PHASE 1 PILOT – Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions Supplemental Work Authorization (SWA) 01 – Identified Four Work Tasks**

**BGE, Inc.**

**GENERAL DESCRIPTION**

The Phase 1 Pilot contract consisted of BGE, Inc. (Engineer) providing services to Fort Bend County Engineering (Client) for developing a GIS-based inspection database and condition assessment of the existing pavement condition of the Village of Oak Lake, Pheasant Creek, and Woodbridge Subdivisions (Pilot). The GIS-based inspection database will be utilized as a tool for storing and tracking all pavement condition assessments previously performed by the Fort Bend County Road and Bridge Department in addition to tracking the repairs and updating the roadway ratings as they occur within the precinct. The Pilot program was an extension of the work previously performed by Fort Bend County Road and Bridge Department and will assist the Client with prioritizing future pavement repairs within the precinct.

During a follow up meeting on August 12, 2024 to discuss the results of the Pilot Program, Fort Bend County Precinct #3 representatives identified four (4) additional work tasks that require immediate attention. The tasks are:

- **Task 1 – Cartegraph integration support to Fort Bend County Road & Bridge**
- **Task 2 – Fort Bend County Precinct #3 pavement condition assessment HUB training for Fort Bend County Road & Bridge**
- **Task 3 – Cost analysis of repairs required in three subdivisions inspected during the Pilot Program (Village of Oak Lake, Pheasant Creek, & Woodbridge subdivisions):**
  - Cost analysis to be prepared for Commissioner Meyers to discuss partnering opportunities with the local MUDs.
- **Task 4 – Attend meetings with the MUDs serving the Village of Oak Lake, Pheasant Creek, & Woodbridge subdivisions**

The tasks identified to be performed by the Engineer shall be considered a supplemental work authorization to the pilot program contract.