



\$0.00 under the Third Amendment;  
\$0.00 under the Fourth Amendment;  
\$0.00 under this Fifth 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 \$511,913.00 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 \$511,913.00.

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, as amended.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS FIFTH 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.
6. **Modifications and Conflict.** Except as modified herein, and by any previous amendments, 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 Fifth 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 Fifth 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

**PAPE-DAWSON CONSULTING ENGINEERS,  
LLC**

**Wade Himel**

Digitally signed by Wade Himel  
DN: C=US,  
E=whimel@pape-dawson.com,  
CN=Wade Himel  
Date: 2025.09.25 07:37:16-05'00'

\_\_\_\_\_  
Authorized Agent – Signature

Wade J. Himel, P.E., P.M.P.

\_\_\_\_\_  
Authorized Agent- Printed Name

Senior Project Manager

\_\_\_\_\_  
Title

9/25/2025

\_\_\_\_\_  
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

September 2, 2025

Mr. Stacy Slawinski, P.E.  
Fort Bend County Engineer  
301 Jackson, 4<sup>th</sup> Floor  
Richmond, Texas 77469

Re: Pecan Creek Road and Cedar Creek Road Bridges, Project No. BR19301  
Job No. 00041582-000  
Additional Service Request No. 4 - Time Extension

Dear Mr. Slawinski:

Our agreement for the referenced project, as amended, contains an expiration date of December 31, 2025. As construction phase services are still in progress, we request that a time extension be granted to extend the agreement until December 31, 2026. No other changes to the agreement are necessary at this time.

Upon signing of this ASR by the client, this ASR to be governed by the existing proposal for this project signed by the client and engineer on the 7th day of January 2020.

We appreciate the opportunity to work with you on this project. If you concur with this request, please acknowledge your approval by signing in the space provided below and returning this letter to our office via email, fax, or US Mail for our records. If you have questions or need additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,  
Pape-Dawson Consulting Engineers, LLC

**ACKNOWLEDGED & ACCEPTED**

Wade J. Himel, P.E., P.M.P.  
Senior Project Manager

Signature: Wade Himel Digitally signed by Wade Himel  
DN: c=US, E=wahimel@pape-dawson.com,  
CN=Wade Himel  
Date: 2025.09.25 07:37:34-0500'

Print Name: Wade J. Himel, P.E., P.M.P.

Title: Senior Project Manager

Date: 9/25/2025

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