STATE OF TEXAS	**§**	22-ENG-100232-A4
	§	
COUNTY OF FORT BEND	**§**	

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Wallis Street – Project No. 20305)

THIS "Fourth Amendment to Agreement for Professional Engineering Services" ("Amendment") is entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the State of Texas, and CIVILCORP, LLC ("Engineer"), a company authorized to conduct business in the State of Texas. County and Engineer 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 December 4, 2021 (the "Agreement") for Wallis Street under Project No. 20305 pursuant to SOQ 14-025; and

WHEREAS, the Agreement was amended on January 29, 2025 ("First Amendment"), October 23, 2025 ("Second Amendment"), May 14, 2026 ("Third Amendment"); and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement with respect to one or more matters, which may include extending the time for performance, providing for additional services by Engineer, or increasing the total Maximum Compensation, and further desire to ratify and confirm all the terms and conditions 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Definitions.**

   (a) "Engineer" means CIVILCORP, LLC, regardless of the name previously used to identify Engineer in the Agreement or any prior amendments.

   (b) "Agreement means the Agreement together with all prior amendments which shall be deemed incorporated herein for all purposes.

3. **Amendments.**

(a) **Time for Performance:** The Time for Performance for the Services provided by Engineer under the Agreement is hereby not amended, and the existing Time for Performance remains in full force and effect. Engineer shall complete the Services within the applicable time period or within such additional time as may be extended in writing by County.

(b) **Scope of Services.** The Scope of Services under the Agreement is hereby amended to include the additional services provided in "**Exhibit A"**, attached hereto and incorporated herein by reference. Engineer shall perform all additional services set forth in the attached exhibit in accordance with the standards, requirements, and conditions of the Agreement. Except as expressly modified by this Amendment, all terms and obligations relating to the Scope of Services under the Agreement shall remain in full force and effect.

(c) **Maximum Compensation.** The Parties hereby amend the Agreement to increase the Maximum Compensation, if applicable, to account for any extension of time for performance and/or additional services authorized under this Amendment. County shall pay Engineer an additional Sixty-Eight Thousand Seven Hundred Ninety-Six and 00/100 Dollars ($68,796.00). The Maximum Compensation payable to Engineer under the Agreement, as amended, is hereby increased-to an amount not to exceed One Million Five Hundred Seventy-Six Thousand One Hundred Thirty-Three and 50/100 Dollars ($1,576,133.50) authorized as follows:

$1,219,882.50	under the Agreement
$179,142.00	under the First Amendment
$0.00	under the Second Amendment
$108,313.00	under the Third Amendment
$68,796.00	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. Engineer 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 Five Hundred Seventy-Six Thousand One Hundred Thirty-Three and 50/100 Dollars ($1,576,133.50) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed One Million Five Hundred Seventy-Six Thousand One Hundred Thirty-Three and 50/100 Dollars ($1,576,133.50).

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, Engineer hereby verifies that Engineer 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, Engineer 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, Engineer 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, Engineer 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. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, AS AMENDED, ENGINEER 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 by this Amendment, 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 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}

FORT BEND COUNTY, TEXAS

_____
County Judge

_____
Printed Name

_____
Date

ATTEST:

_____
Laura Richard, County Clerk

CIVILCORP, LLC

_____
Authorized Agent – Signature

Thomas C. Kuykendall, Jr.
Authorized Agent- Printed Name

President
Title

8/14/2026
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 the Fort Bend County under this Agreement.

_____
Robert E. Sturdivant, County Auditor

I:\AGREEMENTS\2026 Agreements\Engineering\Civilcorp Llc (22-Eng-100232-A4)\2025-7-15- Amendment to Agmt for Prof Eng Serv (Mobility).docx rb 7.17.2026

EXHIBIT A

(Follows Behind)

CivilCorp
an ESP COMPANY

PO Box 1029; 29255 FM 1093 RD #7A
Fulshear, Texas 77441
Telephone: (832) 252-8100
E-Mail: tkuykendall@civilcorp.us

July 10, 2026

Mr. Kevin Mineo, PE
Binkley & Barfield | DCCM
1710 Seamist Dr.
Houston, TX 77008

Re: Wallis Street (Project #20305)
Supplemental Engineering Proposal

Dear Mr. Mineo:

CivilCorp, LLC. would like to thank Fort Bend County for the opportunity to continue our work and partnership with the County and Binkley & Barfield on this project. In accordance with our recent discussions and project development process, CivilCorp submits this supplemental proposal to Fort Bend County for additional Professional Civil Engineering Services for Wallis Street from FM 1093 to FM 359.

PROJECT DESCRIPTION

Fort Bend County developed and passed a mobility bond program in November 2020. Fort Bend County desires to prepare the PS&E (Plans, Specifications and Estimate) for Wallis Street utilizing the 2020 bond funding. The limits of the project extend from FM 1093 to FM 359 approximately 5,600'.

Wallis Street will be widened from a 2-lane asphalt roadway to a One-Way 2-lane concrete curb and gutter roadway with storm sewer from FM 1093 to FM 359. During the project development process, we were requested by the City of Fulshear to design and prepare plans for new wet utilities. That work was previously approved in a prior amendment. We had planned at that time to incorporate the installation of the proposed utilities with the proposed storm sewer timing and its accompanying developed Traffic Control Plan. However, upon further investigation it was discovered that the new lines would have to be operational before any storm sewer could be installed and would require its own entirely new set of Traffic Control Plans. The City of Fulshear also requested additional work on FM 359 to tie into the construction undergoing at the Polo Ranch development. This proposal quantifies the additional work.

The project development will follow applicable design criteria, in order of priority, (1) *Fort Bend County Design Manual*, (2) *Fort Bend County Drainage Criteria Manual*, (3) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the *Infrastructure Design Manual* (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents). Municipalities contributing funds to the project may review the submittals. The project scope will entail surveying and plan document preparation to facilitate the bidding and construction of the project.

SCOPE OF SERVICES

The overall scope of services will conform to Fort Bend County procedures and requirements to provide a PS&E package suitable for construction bidding. CivilCorp will provide Fort Bend County with the following additional engineering services for the project:

- Perform additional coordination with the City of Fulshear
- Update wastewater utility design based on City of Fulshear's requests
- Update 100% plan set
- Update cost estimates

Summary of Project Costs

- See Exhibit "A"

Summary of Project Costs (See Exhibit A for more details)

• Project Management	$ 21,444.00
• Construction Package	$ 47,352.00
Total Costs	**$ 68,796.00**

COMPENSATION

Payment and compensation for the above Scope of Services except for bidding and construction phase services is to be on a lump sum basis. Bidding and Construction phase services will be billed according to time and materials for services rendered. CivilCorp will prepare monthly invoices for services rendered. A budget in the amount of **$ 68,796.00** is established for this agreement and will not be exceeded without prior authorization by Fort Bend County. **"Exhibit "A"** provides a summary of the fee estimate and a detailed fee estimate calculation for all items of CivilCorp's work.

All work will be closely coordinated with Fort Bend County. Thank you for the opportunity to submit this proposal. If you are in agreement with the services and related fee contained in this proposal and wish to proceed, please sign on the space provided and return an executed copy to my attention that will serve as the Notice to Proceed.

If you have any questions or require additional information, please don't hesitate to call me. We are looking forward to working with you on this project.

Very truly yours,

CivilCorp, LLC

Thomas C. Kuykendall, Jr., PE
Vice President

Fort Bend County

By: _____
Title: _____
Date: _____

EXHIBIT A

SUMMARY OF PROJECT COSTS

PROJECT NAME: WALLIS STREET - UTL & UPDATES AT NEW SURVEY LOCATIONS
LIMITS: FROM FM 359 TO FM 1093
PROJECT LENGTH: APPROX 5,600' (ROADWAY)
FORT BEND COUNTY PROJECT NO.: 20305
METHOD OF PAY: LUMP SUM
PRIME PROVIDER NAME: CIVILCORP, LLC

Friday, July 10, 2026

BASE SERVICES		
TASKS	**CIVILCORP, LLC**	
SUPPLEMENTAL PROJECT MANAGEMENT		
COORDINATION WITH TXDOT, COUNTY AND CITY OF FULSHEAR	$	8,360.00
INTERNAL QAQC	$	6,932.00
ADDRESS CLIENT COMMENTS	$	6,152.00
SUB TOTAL	$	21,444.00
SUPPLEMENTAL DESIGN		
INDEX OF SHEETS	$	2,744.00
PLAN SHEETS	$	39,156.00
CONSTRUCTION COST ESTIMATE	$	5,452.00
SUB TOTAL	$	47,352.00
CIVILCORP TOTAL	**$**	**68,796.00**
TOTAL BASE SERVICES	**$**	**68,796.00**

EXHIBIT A - FEE SCHEDULE

PROJECT NAME: WALLIS STREET - UTL & UPDATES AT NEW SURVEY LOCATIONS
LIMITS: FROM FM 359 TO FM 1093
FORT BEND COUNTY PROJECT NO.: 20305
METHOD OF PAY: LUMP SUM
PRIME PROVIDER NAME: CIVILCORP, LLC

	TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGINEER TECHNICIAN	ADMIN/ CLERICAL	TOTAL HRS. & COSTS	COST PER TASK	NO OF DWGS	HRS PER SHEET
	CONTRACT RATE PER HOUR	**$ 238.00**	**$ 232.00**	**$ 187.00**	**$ 156.00**	**$ 115.00**	**$ 128.00**	**$ 96.50**				
	TRAFFIC ANALYSIS	SEE SUB PROPOSAL										
1	**SUPPLEMENTAL PROJECT MANAGEMENT**											
	PROJECT MANAGEMENT											
1.1	COORDINATION WITH TXDOT, COUNTY AND CITY OF FULSHEAR	8	16	8	8				40	$ 8,360.00	N/A	N/A
1.2	INTERNAL QAQC	4	8	8	8	12			40	$ 6,932.00	N/A	N/A
1.3	ADDRESS CLIENT COMMENTS	4		8	8	8	12		40	$ 6,152.00	N/A	N/A
	HOURS SUB-TOTALS	16	24	24	24	20	12	0	120			
	SUBTOTAL SUPPLEMENTAL PROJECT MANAGEMENT	**$3,808.00**	**$5,568.00**	**$4,488.00**	**$3,744.00**	**$2,300.00**	**$1,536.00**	**$0.00**	**$21,444.00**	**$ 21,444.00**		
2	**SUPPLEMENTAL DESIGN**											
	CONSTRUCTION PACKAGES (100% PRELIM, 100%)											
2.1	INDEX OF SHEETS			8	8				16	$ 2,744.00	1	16
2.2	PLAN SHEETS	16	8	40	70	60	64		258	$ 39,156.00	66	4
2.3	CONSTRUCTION COST ESTIMATE	6		8	8		10		32	$ 5,452.00	1	N/A
	HOURS SUB-TOTALS	22	8	56	86	60	74	0	306		1	
	SUBTOTAL SUPPLEMENTAL DESIGN	**$5,236.00**	**$1,856.00**	**$10,472.00**	**$13,416.00**	**$6,900.00**	**$9,472.00**	**$0.00**	**$47,352.00**	**$ 47,352.00**		
	CONTRACT RATE PER HOUR	**$ 238.00**	**$ 232.00**	**$ 187.00**	**$ 156.00**	**$ 115.00**	**$ 128.00**	**$ 96.50**				

DIRECT EXPENSES	**QUANTITY**	**UNIT**	**RATE**					TOTAL
LODGING/HOTEL (TAXES/FEES NOT INCLUDED)		day/person	$ 83.00					$ -
LODGING/HOTEL (TAXES/FEES)		day/person	$ 30.00					$ -
MILEAGE		mile	$ 0.545					$ -
UNMANNED AERIAL VEHICLE		trip	$ 75.000					$ -
OVERNIGHT MAIL - OVERSIZED BOX		each	$ 30.00					$ -
PHOTOCOPIES B/W (8.5" X 11")		each	$ 0.10					$ -
PHOTOCOPIES B/W (11" X 17")		each	$ 0.20					$ -
PHOTOCOPIES B/W (22" X 34")		each	$ 2.50					$ -
SUBTOTAL DIRECT EXPENSES								**$ -**
TOTAL								**$ 68,796.00**