

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.

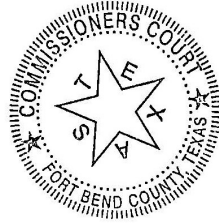
KP George
KP George, County Judge

Shane Cossey
Authorized Agent – Signature

September 9, 2025
Date

SHANE COSSEY
Authorized Agent- Printed Name

ATTEST:



Laura Richard
Laura Richard, County Clerk

Vice President
Title

8/25/2025
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 \$ 2,404,316.40 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, County Auditor

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.

OTHON, INC.
Houston, TX United States

Certificate Number:
2025-1353475

Date Filed:
08/21/2025

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

Date Acknowledged:
09/09/2025

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.

2017 Mobility Bond Program
2017 Mobility Bond Program in Precincts 1, 2, 3, and 4. Professional Construction Management Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Othon, Charles	Houston, TX United States	X	
	Sangineni, Srinivas	Richardson, TX United States	X	
	Davila, Daniel	Houston, TX United States	X	
	Maddali, Ram	Austin, TX United States	X	
	Schramm, Joel	Houston, TX United States	X	
	Cossey, Shane	Houston, TX United States	X	
	Ibague, David	Houston, TX United States	X	
	Love, Jefferson	Richardson, TX United States	X	
	Correia, Manuel	Richardson, TX United States	X	
	Ibague, Stefania	Houston, TX United States	X	
	Shelton, Elizabeth	Houston, TX United States	X	
	Dhulipala, Sudheer	Austin, TX United States	X	
	Mosaffa, Amir	Houston, TX United States	X	
	Othon, Gabriel	Tulsa, OK United States	X	
	Bouthillier, Gary	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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**

Certificate Number:
 2025-1353475

Date Filed:
 08/21/2025

Date Acknowledged:
 09/09/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 OTHON, INC.
 Houston, TX United States

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.
 2017 Mobility Bond Program
 2017 Mobility Bond Program in Precincts 1, 2, 3, and 4. Professional Construction Management Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)