

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
CONSTRUCTION INSPECTION SERVICES**

THIS AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Brian Smith Construction Inspection, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Construction Inspection Services on February 25, 2020, pursuant to SOQ 14-025, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation, and to extend the time of performance for the completion of such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional four hundred forty-six thousand, five hundred seventy-one dollars and 60/100 (\$446,571.60), for additional construction inspection services for various mobility bond projects, as described in Contractor’s Quote for Amendment to Agreement dated September 8, 2023, attached hereto as Exhibit A-1, and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed nine hundred sixty thousand, twenty-seven dollars and 60/100 (\$960,027.60), authorized as follows:
 \$513,456.00 under the Agreement; and
 \$446,571.60 under this Amendment.
3. In no case shall the amount paid by the County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without further written agreement.
4. The parties hereby agree to extend the Time of Performance under the Agreement to end no later than December 31, 2026.

- 5. 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.
6. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
7. Except as provided herein, the parties agree that all terms and conditions of the Agreement shall remain unchanged.

[EXECUTION PAGE FOLLOWS]

FORT BEND COUNTY

BRIAN SMITH INSPECTION, INC.

KP George, County Judge

Brian G. Smith

Authorized Representative - Signature

Date

Brian G. Smith

Authorized Representative – Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

December 7, 2023

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:



LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A-1



September 8, 2023

Mr. Sean Eglinton, P.E.,
 Assistant County Engineer
 301 Jackson Street, Suite 401
 Richmond, Texas 77469

Re: Construction Inspector

Dear Mr. Eglinton,

Brian Smith Construction Inspection, Inc. (BSCI) would like to propose Mr. Mustafa Jalal our Inspector at the updated labor rate for our Fort Bend project. Mustafa has been a very good Senior level Inspector and enjoys his duties.

Labor

Classification	Raw Rate	Multiplier	Billing Rate	Monthly Hrs. (Estimated)	Total Months	Total
Inspector II	\$30.50	2.45	\$74.72		24	\$0.00
Inspector (OT)	\$45.75	2.45	\$112.09		24	\$0.00
Inspector III	\$35.00	2.45	\$85.75	173	24	\$356,034.00
Inspector III (OT)	\$52.50	2.45	\$128.62	20	24	\$61,737.60
Labor Totals						\$417,771.60

Expenses

Classification	Monthly Rate	Total Months	Totals
Vehicle Allowance	\$1,000.00	24	\$24,000.00
Cell Phone Allowance	\$100.00	24	\$2,400.00
Computer w/ Field Access to the Internet	\$100.00	24	\$2,400.00
Expense Totals			\$28,800.00

(100% of the expense reimbursement for each item goes to the inspector unless a company vehicle, cell phone, and computer is utilized.)

Total Estimated Labor and Expenses	\$446,571.60
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If you have any questions or require any additional information, please give me a call or email.

Best Regards,

Brian G. Smith,
President