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## **SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL FIELD ENGINEERING SERVICES**

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Lonestar Program Controls Group, ("Contractor"), a Texas corporation. County and Contractor 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 July 2, 2021 (the “Agreement”) for Bond Projects pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended on September 26, 2023 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as 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. **Scope of Services.** County shall pay Contractor an additional Four Hundred Thousand Ninety-One Four Hundred and 00/100 Dollars (\$491,400.00) for the performance and completion of additional services provided in the Contractor's Proposal dated April 8, 2025, attached hereto as Exhibit "A-2" (the "Services") and incorporated by reference for all intents and purposes.
2. **Time of Performance.** The parties hereby agree to extend the Time of Performance under the Agreement to end no later than June 30, 2028. Contractor shall complete the Services within this time or within such additional time as may be extended by County.

3. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Nine Hundred Fifty-Nine Thousand Three Hundred and 00/100 Dollars (\$1,959,300.00) authorized as follows:

\$485,100.00 under the Agreement; and  
\$982,800.00 under the First Amendment; and  
\$491,400.00 under this Second 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 \$1,959,300.00 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 \$1,959,300.00.

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, 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, as amended.
6. **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 Second 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 Second 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}**

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**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**

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

**LONESTAR PROGRAM CONTROLS GROUP**

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

Brian Davidson

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

Vice President

\_\_\_\_\_  
Title

6-11-2025

\_\_\_\_\_  
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

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# **EXHIBIT A-2**

(Scope of Work Follows Behind)



April 8, 2025

Fort Bend County Engineering Department  
Travis Annex  
301 Jackson, 4th Floor  
Richmond, TX 77469  
Attn: Stacy Slawinski

*RE: Request for Change to Field Engineering Services Contract*

Please find enclosed cost estimate for Engineering Services from Lonestar Program Controls Group (LPCG). The attached estimate consists a field engineer for an eighteen-month extension period to our existing contract.

Thank you for the opportunity to support the Fort Bend County Engineering Department with construction management and inspection services. Should you have any questions or require additional information, please do not hesitate to contact me directly at 346-857-8982.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Brian Davidson", is written over a light blue horizontal line.

Brian Davidson, PE  
Vice President

**FORT BEND COUNTY**  
**Mobility Bond Program**  
**Construction Management Services**  
**Lonestar Program Controls Group**  
**Management Cost Estimate**

Date: 4/8/2025

**Labor**

Classification	Billing Rate	Monthly Hrs. (Estimated)	Total Months	Total Hrs. (Estimated)	Total
Field Engineer	\$150.00	173	18	3,114	\$ 467,100.00
<b>Labor Total</b>					<b>\$467,100.00</b>

**Expenses**

Classification	Monthly Rate	Total Months		Total
Vehicle Allowance	\$1,350.00	18		\$24,300.00
<b>Expense Total</b>				<b>\$24,300.00</b>

<b>Total Estimated Labor &amp; Expenses</b>	<b>\$491,400.00</b>
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