



In no event shall the amount paid by County under the Agreement exceed the Maximum Compensation without a County approved change order. CONSULTANT 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 \$379,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

CONSULTANT 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 CONSULTANT may become entitled to and the total maximum sum that County may become liable to pay to CONSULTANT under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$379,000.00.

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, CONSULTANT hereby verifies that CONSULTANT 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, CONSULTANT 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, CONSULTANT 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, CONSULTANT 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 SECOND AMENDMENT, CONSULTANT 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, 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**

**BARRY BARNES AND ASSOCIATES, PLLC**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barry M Barnes

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

\_\_\_\_\_  
Founding and Managing Member

ATTEST:

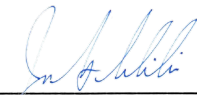
\_\_\_\_\_  
Title

\_\_\_\_\_  
August 20, 2025

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

\_\_\_\_\_  
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, Texas under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

i:\agreements\2025 agreements\engineering\barnes & associates (23-eng-100368-a2)\2nd amendment to agreement - barry barnes.docx - JLF

# **EXHIBIT A-2**

(Follows Behind)

June 30, 2025

Carmen A. Figueroa  
Fort Bend County, Texas  
Special Projects Coordinator-ROW  
Fort Bend County Engineering  
[carmen.figueroa@fbctx.gov](mailto:carmen.figueroa@fbctx.gov)

Re: Second Amendment to Agreement for Professional Title Services between Fort Bend County, Texas and Barry Barnes & Associates PLLC

Dear Ms. Figueroa;

Pursuant to your request to this firm for a proposal to add additional responsibilities to this firm under the referenced agreement to accommodate the projects described in Schedule A, please except this letter as our response.

It is my understanding that the additional responsibilities will consist of providing title research and reporting services for an additional 253 parcels of land. To accommodate the additional assignments, we propose that the terms and conditions of the referenced agreement be amended or revised as follows:

1. The number of parcels will increase by an additional 253 parcels of land.
2. The total maximum sum appropriated is increased by an additional \$253,000.00.
3. The total maximum compensation is increased by an additional \$253,000.00.
4. In that delivery time for the requested services is impacted by the number of simultaneous requests, the delivery time for the requested services shall be from 2 to 15 business days. To insure a timely response, we ask, however, that title requests are not allowed to accumulate but are sent to us immediately when ready as we start work on the reports upon receipt of the request. Our threshold number for starting the report in response to a request is one.

All other terms of the referenced agreement will remain unchanged including but not limited to the following.

1. Scope of Services.
2. Personnel pledge
3. Time of performance
4. Termination
5. Insurance requirements
6. The fee per title report service

If you require more, please let us know. We look forward to providing the requested services for these additional projects.

For The Firm

*Barry M Barnes*

Barry M. Barnes

Schedule A

Project Number	Project Name	Est. Number of Parcels
23205	Benton Road	5
23206	Masterson Road	4
23218x	Post Road Seg. 1	6
23219x	Post Road Seg. 2	6
23222x	Ricefield Road Seg. 1	15
23223x	Ricefield Road Seg. 2	5
23405	Powerline Road Segment 1	15
23406	Powerline Road Segment 2	20
23409	Gaines Road Seg. 1	5
23410	Gaines Road Seg 2	2
23415	Bellaire Boulevard @ Grand Mason Road Turn Lanes	4
23416	Bellaire Boulevard Grand Mission Turn Lanes	4
23402	Traffic Signals and Safety Improvements	0
23404	Band Road	13
23407	Clodine Road (Seg. 1)	4
23408	Clodine Road Seg. 2	6
23411	Humphrey Way	10
23412	Charlie Roberts Lane	14
23413	1st Street	8
23214	Third St. and Shadow Gate Lane	51

23204	Kentucky Rd	24
23210-1	Needville Fairchilds Rd S1	8
23210a	Needville Fairchilds Rd S2	5
23211	Colony Rd	7
23217x	Sears Rd	10
23220x	Hillcroft Rd	1
23221x	McKeever Rd	1