



In no event shall the amount paid by County under this Agreement, as amended, 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 \$1,399,5024.50 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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$1,399,024.50.

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}**

**FORT BEND COUNTY, TEXAS**

**CIVILCORP, LLC**

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

Thomas C. Kuykendall Jr.  
Authorized Agent – Signature

\_\_\_\_\_  
Date

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

ATTEST:

Vice President  
Title

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

10/7/2025  
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 \$\_\_\_\_\_ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

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

I:\AGREEMENTS\2025 Agreements\Engineering\CivilCorp, LLC (22-Eng-100232-A2)\Second Amendment to Agreement - CivilCorp, LLC (22-Eng-100232-A2).docx rb-9.17.25



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

September 9, 2025

Mr. Zach Jacobson, PE  
BinkleyBarfield | DCCM  
1800 Post Oak Blvd Suite 450  
Houston, TX 77056

**Re: Wallis Street (Project #20305)  
Professional Civil Engineering and Surveying Services Proposal – Amendment**

Dear Mr. Jacobson:

CivilCorp, LLC. would like to thank Fort Bend County for the opportunity to work and partner with the County and the City of Fulshear on this project. In accordance with the scoping meeting and our subsequent discussions, CivilCorp submits this proposal to Fort Bend County for additional services as described below.

**ADDITIONAL SERVICES DESCRIPTION**

- Extend Time of Performance to December 31, 2029.

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 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.

Very truly yours,

**CivilCorp, LLC**

Thomas C. Kuykendall, Jr., PE  
Vice President

**Fort Bend County**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_