



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 \$1,448,400.96 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 \$1,448,400.96.

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, 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.

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, 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.
6. **Modifications and Conflict.** Except as modified herein, and by any previous amendments, 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**

**BRIAN SMITH CONSTRUCTION INSPECTION,  
INC.**

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

*Brian G. Smith*  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Brian G. Smith

ATTEST:

Authorized Agent- Printed Name

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

President

Title

January 20, 2026

**APPROVED:**

Date

*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

# **EXHIBIT A-2**

(Follows Behind)



November 24, 2025

Mr. Jared Chen, P.E,  
 Asst. County Engineer  
 301 Jackson Street, Suite 401  
 Richmond, Texas 77469

Re: Construction Inspector

Dear Mr. Chen,

Brian Smith Construction Inspection, Inc. (BSCI) would like to propose Mr. Mustafa Jalal, our Inspector, to 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	\$33.50	2.45	\$74.72		24	\$0.00
Inspector (OT)	\$50.25	2.45	\$112.09		24	\$0.00
Inspector III	\$38.50	2.45	\$94.33	173	24	\$391,658.16
Inspector III (OT)	\$57.75	2.45	\$141.49	20	24	\$67,915.20
<b>Labor Totals</b>						<b>\$459,573.36</b>

**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
<b>Expense Totals</b>			<b>\$28,800.00</b>

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

<b>Total Estimated Labor &amp; Expense</b>	<b>\$488,373.36</b>
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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*

Brian G. Smith  
President