

STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

THIRD AMENDMENT TO AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES
(Fort Bend County Mobility Projects)

THIS THIRD AMENDMENT (“Third Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Middleton Brown, LLC (“Contractor”), a company authorized to conduct business in the State of Texas. 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 Construction Inspection Services on March 24, 2020 (the “Agreement”) for the Fort Bend County Mobility Bond Program; and

WHEREAS, the Agreement was amended on November 7, 2023 (the “First Amendment”); and

WHEREAS, the Agreement was amended on August 12, 2025 (the “Second Amendment”); and

WHEREAS, by execution of this Third 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 Six Hundred Ninety-Three Thousand, Thirteen and 50/100 Dollars (\$693,013.50) for the performance and completion of additional services provided in the Contractor’s Proposal attached hereto as Exhibit “A-3” (the “Services”) and incorporated by reference for all intents and purposes.

2. **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 Two Million, One Hundred Forty-One Thousand, Three Hundred Ninety-Seven and 30/100 Dollars (\$2,141,397.30) authorized as follows:

\$513,456.00 under the Agreement; and
\$446,576.40 under the First Amendment; and
\$488,351.40 under the Second Amendment; and
\$693,013.50 under this Third 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 \$2,141,397.30 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 \$2,141,397.30.

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 THIRD 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, 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 Third 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 Third 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

MIDDLETON BROWN, LLC

KP George, County Judge

Ronald W. Middleton
Authorized Agent – Signature

Date

Donald W. Middleton
Authorized Agent- Printed Name

ATTEST:

President
Title

Laura Richard, County Clerk

4-14-26
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

EXHIBIT A-3

(Follows Behind)



Mr. Jared Chen, PE, PMP, CFM
 Asst. County Engineer
 Fort Bend County
 301 Jackson Street
 Richmond, Texas 77469

March 3, 2026

**RE: Fort Bend County Mobility Projects
 Project 20011x - Inspection Services - Amendment #3**

Dear Mr. Chen:

Middleton Brown, LLC is pleased to present this Amendment totaling **\$693,013.50** to supplement our *Inspection Services Contract* in all county precincts. The job description, responsibilities, qualifications and compensation for this work is shown on the following page with the expected labor and expense cost for an 18-month extension shown in the table below.

Labor

Classification	Raw Rate	Multiplier	Billing Rate	Monthly Hrs. (Estimated)	Total Months	Total
Inspector II	\$30.50	2.45	\$74.73	0	18	\$0.00
Inspector II (OT)	\$45.75	2.45	\$112.09	0	18	\$0.00
Inspector III	\$35.00	2.45	\$85.75	346	18	\$534,051.00
Inspector III (OT)	\$52.50	2.45	\$128.63	50	18	\$115,762.50
Labor Total						\$649,813.50

Expenses

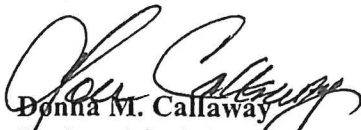
Classification	Monthly Rate	Units	Total Months	Total
Vehicle Allowance	\$1,000.00	2	18	\$36,000.00
Cell Phone Allowance	\$100.00	2	18	\$3,600.00
Computer w/Field Access to the Internet	\$100.00	2	18	\$3,600.00
Expense Total				\$43,200.00

(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 & Expenses	\$693,013.50
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We appreciate the opportunity to provide you with this amendment and look forward to continuing our work in Fort Bend County.

Respectfully-



Donna M. Callaway
 Project Administrator

DMC/dmc

Position: Construction Inspector**Job Description:**

Construction Inspector will be responsible for daily on-site inspection of one or more transportation infrastructure projects to verify the contractor's conformance to the project documents. The inspector will report directly to the Field Engineer and/or Construction Manager assigned to the project. Understanding of civil/roadway construction practices and procedures, coordination with private utilities, HOA's, businesses, property owners, and Fort Bend Staff/Consultants will be required throughout the projects.

Schedule:

Proposed Start Date: As Directed by Fort Bend

Proposed Duration: As Directed by Fort Bend

Compensation:

Labor:

1. Maximum Raw Rate:

- Inspector II (minimum 6 years' experience) \$33.50/hour (OT Hours Billed @ 1-1/2 Reg. Rate)
- Inspector III (minimum 10 years' experience) \$38.50/hour (OT Hours Billed @ 1-1/2 Reg. Rate)

2. Raw Rate Mark-up: 2.45

Expenses:

1. Vehicle Allowance: \$1,000 per month
2. Cell Phone w/data plan: \$100 per month
3. Computer w/Field Access to the Internet: \$100 per month

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

Responsibilities:

- Provide inspection of construction work to ensure compliance with the contract documents, plans, specifications and standards
- Complete daily reports of contractor's progress in accordance with the project requirements
- Measure quantities installed by the contractor and record in a daily report
- Photograph contractor's progress and attach to the daily report
- Monitor quality control and quality assurance material field testing for concrete, steel, asphalt and soils as needed
- Monitor contractor's work for safety violations and report to contractor and supervisor
- Attend meetings that facilitate open communication and problem resolution between the contractor, client and stakeholders
- Complete final inspections to ensure contract completion
- Perform other duties as assigned

Minimum Qualifications:

- Graduation from high school and a minimum of (6) years' experience in inspection of civil/roadway construction projects
- Working knowledge of applicable standards, specifications and materials
- Working knowledge of computers to complete reports
- Effective oral and written communication skills
- Ability to squat, bend, and stand outdoors for hours at a time

Preferred Qualifications:

- Experience working on Fort Bend, Harris County, TxDOT, HCTRA, City of Houston or similar municipal transportation construction projects
- Working knowledge of electronic construction management systems including Masterworks, SiteManager, CAPTRAC or CIPMS

Updated: 8/21/2025