

essence of this Agreement, that County shall have available the total maximum sum of Nine Hundred Sixty Thousand Thirty Two and 40/100 Dollars (\$960,032.40) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

MIDDLETON BROWN does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that MIDDLETON BROWN may become entitled to and the total maximum sum that County may become liable to pay to MIDDLETON BROWN under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Nine Hundred Sixty Thousand Thirty Two and 40/100 Dollars (\$960,032.40).

3. **Term.** The term of this Agreement is hereby extended to end no later than December 31, 2026.
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, MIDDLETON BROWN hereby verifies that MIDDLETON BROWN 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, MIDDLETON BROWN 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, MIDDLETON BROWN 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, MIDDLETON BROWN 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.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, MIDDLETON BROWN 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.
7. **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 First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

KP George

County Judge KP George

KP George, County Judge

11/07/2023

Date



ATTEST:

Laura Richard

Laura Richard, County Clerk

MIDDLETON BROWN, LLC

Donald G. Middleton

Authorized Agent – Signature

Donald G. Middleton

Authorized Agent- Printed Name

President

Title

10-12-2023

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 \$ 960,032.40 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant

Robert E. Sturdivant,
County Auditor

i:\agreements\2023 agreements\engineering\middleton brown llc (20-eng-100600-a1)\1st amendment to agmt for construction inspection svcs (kcj - 10.03.2023)

EXHIBIT A-1

(August 17, 2023 Letter Follows Behind)



August 17, 2023

Mr. Sean Eglinton, P.E.
Asst. County Engineer
Fort Bend County
301 Jackson Street
Richmond, Texas 77469

RE: Fort Bend County Projects
December 11, 2019 - Inspection Services Contract – Amendment

Dear Mr. Eglinton:

Middleton Brown, LLC is pleased to present this Amendment to our Original contract dated December 11, 2019 for *Inspection Services* for the above referenced project:

Project Start and Duration

It is our understanding that the project is anticipated to start on or around the August of 2023 and the proposed duration is 24 months, ending on or around, (02/2024). The projects will span throughout all 4 county precincts.

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.

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

**Fort Bend County Projects
Inspection Services Proposal**

- 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 and closeout
- Perform other duties as assigned

The above services will be performed in accordance with the “Construction Inspector Duties” attached to this proposal.

Compensation - Labor and Expenses

Classification	Raw Rate	Multiplier	Billing Rate	Monthly Hours (estimated)	Monthly Total	Total Months	Total
Inspector II	\$30.50	2.45	\$74.73	0	0.00	x	0.00
Inspector II (OT)	\$45.72	2.45	\$112.09	0	0.00	x	0.00
Inspector III	\$35.00	2.45	\$85.75	173	\$14,834.75	24	\$356,034.00
Inspector III (OT)	\$52.50	2.45	\$128.63	20	\$2,572.60	24	\$61,742.40
Vehicle Allowance	-	-	\$1,000.00	-	\$1,000.00	24	\$24,000.00
Cell Phone w/Data Plan	-	-	\$100.00	-	\$100.00	24	\$2,400.00
Computer w/Field Access to Internet	-	-	\$100.00	-	\$100.00	24	\$2,400.00
Totals	-	-	-	-	\$18,607.35	24	\$446,576.40

We appreciate the opportunity to provide you with this amendment and look forward to continue serving Ft. Bend County.

Respectfully-


Donna M. Callaway
Project Administrator

DMC/dmc

