

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a body corporate and politic under the laws of the State of Texas, and Middleton Brown, LLC (hereinafter “MIDDLETON BROWN”), a company authorized to conduct business in the State of Texas. County and MIDDLETON BROWN are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on March 24, 2020 (the “Agreement”) for Construction Inspection Services for the Fort Bend County Mobility Bond Program, as amended by document on November 7, 2023 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by MIDDLETON BROWN, to increase the total Maximum Compensation for the completion of such services, extend time for performance, 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 MIDDLETON BROWN an additional Four Hundred Eighty-Eight Thousand Three Hundred Fifty-One and 40/100 Dollars (\$488,351.40) for the performance and completion of additional services as described in MIDDLETON BROWN’s letter dated March 11, 2025 (the “Services”) attached hereto as Exhibit “A-2” and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** MIDDLETON BROWN understands and agrees that the Maximum Compensation payable to MIDDLETON BROWN for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million Four Hundred Forty-Eight Thousand Three Hundred Eighty-Three and 80/100 Dollars (\$1,448,383.80) authorized as follows:

\$513,456.00	under the Agreement
\$446,576.40	under the First Amendment
\$488,351.40	under this Second Amendment
TOTAL	\$1,448,383.80

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. MIDDLETON BROWN clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Million Four Hundred Forty-Eight Thousand Three Hundred Eighty-Three and 80/100 Dollars (\$1,448,383.80) 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 One Million Four Hundred Forty-Eight Thousand Three Hundred Eighty-Three and 80/100 Dollars (\$1,448,383.80).

3. **Term.** The term of this Agreement is hereby extended to end no later than December 31, 2028.
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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

MIDDLETON BROWN, LLC

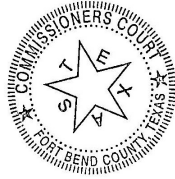
KP George
KP George, County Judge

[Signature]
Authorized Agent – Signature

August 12, 2025
Date

LARRY J. BROWN
Authorized Agent- Printed Name

ATTEST:



VICE PRESIDENT
Title

[Signature]
Laura Richard, County Clerk

JULY 9, 2025
Date

APPROVED:

[Signature]
J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,448,383.80 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

[Signature]
Robert E. Sturdivant,
County Auditor

i:\agreements\2025 agreements\engineering\middleton brown, llc (20-eng-100600-a2)\second amendment to agreement for construction inspection services -- middleton brown, llc.docx (DRP 07.08.25)

EXHIBIT A-2

(March 11, 2025 Letter Follows Behind)



March 11, 2025

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 – -Project No. 20011x
Amendment No. 2

Dear Mr. Eglinton:

Middleton Brown, LLC is pleased to present Amendment No. 2 to our Original contract approved on March 24, 2020 for *Inspection Services* for the above referenced project:

Project Duration & Cost

An extension of 24 months is requested with cost totaling \$488,351.40. The projects will span throughout all 4 county precincts.

Job Description

The 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

- 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

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	\$ -	24	\$ -
Inspector II (OT)	\$ 45.75	2.45	\$ 112.09	0	\$ -	24	\$ -
Inspector III	\$ 38.50	2.45	\$ 94.33	173	\$16,318.23	24	\$391,637.40
Inspector III (OT)	\$ 57.75	2.45	\$ 141.49	20	\$ 2,829.75	24	\$ 67,914.00
Vehicle Allowance	---	---	1000	---	\$ 1,000.00	24	\$ 24,000.00
Cell Phone w/Data Plan	---	---	100	---	100	24	\$ 2,400.00
Computer w/Field Access to Internet	---	---	100	---	100	24	\$ 2,400.00

Total \$488,351.40

**Fort Bend County Projects
Inspection Services Proposal**

Page 3/3

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1340829

Date Filed:
 07/23/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Middleton Brown, LLC
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County, - Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 P.O. 188476
 Project 20011X - Construction Inspection Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)