

2. **Consent to Assignment.** County hereby consents to and approves of the assignment to STV Incorporated of all rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and as provided in Section 3 below. Subject to the amendments provided in Section 3 below, STV Incorporated hereby accepts such assignment of the Agreement, as amended, and expressly assumes all of CP&Y, Inc.'s rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and agrees to perform the same.

3. **Amendments to the Agreement.**

(a) The first (1st) paragraph of the Agreement beginning with "This Agreement is made and entered into by and between ..." shall be deleted in its entirety and substituted with the following language:

"This Agreement is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and STV Incorporated, ("Consultant"), a company authorized to conduct business in the State of Texas.

(b) The term "Consultant" in the Agreement, as amended, shall be amended to mean STV Incorporated as of the effective date of October 12, 2021. The term "Consultant" in the Agreement, as amended, shall no longer mean CP&Y, Inc.

4. **Time for Performance.** Time for Performance for the Services under this Second Amendment shall begin with Consultant's receipt of Notice to Proceed and shall end no later than 11:59 p.m. on December 31, 2032. Consultant shall complete the Services within this time or within such additional time as may be extended in writing by County.

5. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Seven Hundred Sixty-One Thousand, Five Hundred Eighty-Nine and 00/100 Dollars (\$761,589.00) authorized as follows:

\$542,592.00 under the Agreement; and
\$218,997.00 under the First Amendment; and
\$0.00 under this Second 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. 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 \$761,589.00 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 \$761,589.00

6. **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.
7. **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.
8. **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.
9. **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

STV INCORPORATED

KP George

KP George, County Judge

Brian A. Jones

Authorized Agent – Signature

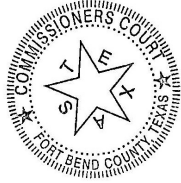
December 4, 2025

Date

Brian A. Jones, P.E.

Authorized Agent- Printed Name

ATTEST:



Laura Richard

Laura Richard, County Clerk

Vice President / Area Manager

Title

10/30/2025

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 \$ 542,592.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor



11757 Katy Freeway, Suite 1540
Houston, TX 77079
o. 713.532.1730 | f. 713.532.1734
stvinc.com

August 25, 2025

Fort Bend County
Engineering Department
301 Jackson Street, Suite 401
Richmond, TX 77469

Attn: J. Stacy Slawinski, P.E., County Engineer

**Re: Watts Plantation Road Project (Fort Bend County 2020 Mobility Bond Project No. 20209)
STV, Inc. Contract Time Extension**

Dear Mr. Slawinski,

STV, Inc. respectfully requests an extension for the completion of the above referenced project, the contract was originally set to expire on *December 31, 2025*. Due to extensive design modifications, additional scope during the final design phase, and the construction of new utilities within the project area, we believe an extension of time to *December 31, 2032* would allow us to continue to serve the project through construction phase.

We are committed to ensuring the project meets your expectations, and this extension would provide the necessary time to complete all remaining tasks efficiently.

Thank you for your understanding and consideration. We look forward to your response.

Best regards,

A handwritten signature in black ink, appearing to read "Ricardo Manriquez", is written over a white background.

Ricardo Manriquez, P.E.
Project Manager
713.579.7424

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:
2025-1369413

Date Filed:
09/26/2025

Date Acknowledged:
12/04/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
STV Incorporated
Dallas, 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

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.
21-Eng-101160-A2
Watts Plantation Rd. 20209

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Black, David	Charlotte, NC United States	X	
	Stump, Jerry	Franklin, TN United States	X	
	Kelly, Greg	New York City, NY United States	X	
	Servedio, Dominick	New York City, NY United States	X	
	Kohler, Chuck	New York City, NY United States	X	

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)