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**FIRST AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND
BARGE DESIGN SOLUTIONS FOR PROFESSIONAL ENGINEERING SERVICES**

(Project No. 13319)

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Barge Design Solutions, Inc. ("Barge Design Solutions"), a corporation duly authorized to conduct business in the state of Texas. County and Barge Design Solutions are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on March 23, 2021 (the "Agreement") for Professional Engineering Services regarding the design for Wireless Communication System for Traffic Signals pursuant to RFQ 20-075; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for additional services by Barge Design Solutions, 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 Barge Design Solutions an additional Seventy Five Thousand Four Hundred Forty Six and 08/100 Dollars (\$75,446.08) for the performance and completion of additional services as described in Barge Design Solutions's proposal for Additional Services (the "Services") attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Barge Design Solutions understands and agrees that the Maximum Compensation payable to Barge Design Solutions for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million One Seventy Four Thousand Nine Hundred Eight Two and 81/100 Dollars (\$1,174,982.81) authorized as follows:

\$1,099,536.73 under the Agreement
\$75,446.08 under this First Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Barge Design Solutions 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 One Seventy Four Thousand Nine Hundred Eight Two and 81/100 Dollars (\$1,174,982.81) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Barge Design Solutions does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Barge Design Solutions may become entitled to and the total maximum sum that County may become liable to pay to Barge Design Solutions under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million One Seventy Four Thousand Nine Hundred Eight Two and 81/100 Dollars (\$1,174,982.81).

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, Barge Design Solutions hereby verifies that Barge Design Solutions 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, Barge Design Solutions 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, Barge Design Solutions 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, Barge Design Solutions 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.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, BARGE DESIGN SOLUTIONS 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 First Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



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

BARGE DESIGN SOLUTIONS, INC.



Authorized Agent – Signature

Jonathan D. Haycraft, P.E.

Authorized Agent- Printed Name

Sr. Vice President

Title

6/2/2023

Date

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant,
County Auditor

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ADDITIONAL SERVICES AMENDMENT NUMBER 3741301-01

This amendment to the Professional Services Agreement dated 8/28/2019 , between Fort Bend County (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

Project: Fort Bend ITS

Project Description: The Engineer shall provide engineering services required for the preparation of plans, specifications, and estimates (PS&E) and related documents, for implementing a traffic signal system wireless communication infrastructure for Fort Bend County, TX. The project will include the evaluation of a wireless communications infrastructure system through a preliminary engineering report that will determine the best wireless system and equipment required for Fort Bend County and its Traffic Signal System.

I. PROFESSIONAL SERVICES: Barge agrees to perform the following additional services under this Amendment:

Task 1-Relocation of 11 Tower Sites

Traffic Management system FC 160 (165)

Coordination of updated Tower locations	\$ 27,942.48
Field work associated with updated Tower locations.	\$ 19,482.60
SubTotal	\$ 47,425.08

Project management and Administration FC 145 (184)

Modification of invoicing system to TxDOT invoicing standard.	\$18,726.80
Project Management Time associated with additional time spent.	\$ 6,494.20
SubTotal	\$ 25,221. 00

Expenses

On-site visit (2 people, 4 days)	\$ 2,800.00
Total	\$ 75,446.08

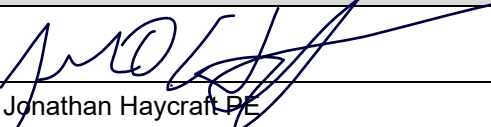


Exhibit A, Additional Services
51-Professional Services Agreement -
Fort Bend ITS
June 1, 2023

COMPENSATION: The compensation to be paid to Barge for providing the requested additional services shall be:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input type="checkbox"/>	Estimated Fee	\$	or Maximum Fee \$
<input checked="" type="checkbox"/>	Lump Sum	\$75,446.08	
<input type="checkbox"/>	Percentage of Construction Cost	%	Estimated Fee \$
<input type="checkbox"/>	Other (specify)		

III. **TERMS AND CONDITIONS:** Services performed under this amendment are subject to the same terms and conditions described in the Professional Services Agreement as referenced above.

<< Client >>		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:		Printed Name:	Jonathan Haycraft PE
Title:		Title:	SR VP, Transportation Practice Leader
Address:		Address:	Barge Design 615 3 rd Ave S Nashville TN