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

(Project No. 13319)

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES, ("Second 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, which was subsequently amended on June 27, 2023; and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to extend the time of performance to complete the 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. **Time of Performance.** Barge Design Solutions requests additional time to complete the Scope of Services under the Agreement and any subsequent amendments, as described in the Proposal letter attached as Exhibit A-2, and incorporated by reference. Therefore, the Parties agree that the time of performance of the Scope of Services under the Agreement shall be extended through December 31, 2026. Barge Design Solutions shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.
2. **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.
- 3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
 - 4. **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.
 - 5. **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

Mark H Washing

Authorized Agent- Printed Name

Director - Traffic Engineering Services

Title

11/29/2023

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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EXHIBIT A-2

October 9, 2023

Rick J. Staigle, PE, PTOE
First Assistant County Engineer
Fort Bend County
301 Jackson Street, Richmond, Texas 77469

RE: Contract Extension Request
Fort Bend ITS Communication System - Project 13319
RFQ -20-75
Fort Bend County, TX

Dear Mr. Rick Staigle,

Barge Design Solutions (Barge) would like to request a contract extension for RFQ-20-75, the Fort Bend ITS Communication System for the Traffic Signal System Project. The purpose of this extension request is to accommodate unforeseen delays that have impacted the project's progress.

The current contract for RFQ-20-75 is set to expire on January 31, 2024. However, we have encountered challenges that have impeded the project's timeline, primarily related to the acquisition of Right of Entry (ROE) letters from the School Districts and Municipal Utility Districts (MUDs) for the tower sites. These delays have had a cascading effect on the project schedule, affecting several critical aspects of our work:

1. **ROE Request Delays:** The process of obtaining ROE letters from the School Districts and MUDs has taken longer than initially anticipated. This delay has had a domino effect on subsequent project activities.
2. **Survey and Geotech Work:** The delay in obtaining ROE letters has pushed back the commencement of survey and geotechnical work, which are essential components of our project planning and execution.
3. **Environmental Reports:** The survey and geotechnical information are prerequisites for initiating the environmental reports, further exacerbating the project delay.

In light of these challenges, we kindly request an extension of the current contract until December 21, 2026. This extension will provide us with the necessary time to address the aforementioned delays and complete the project scope.

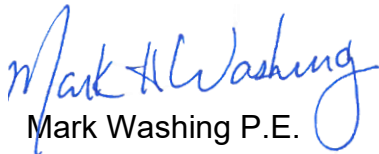
We understand the importance of this project and are committed to delivering high-quality results. Our team is actively working to resolve the delays and expedite the project's progress as much as possible.

Ms. Rick Staigle
October 9, 2023
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If you have any further questions or require additional information regarding our request for a contract extension, please do not hesitate to reach out to us. We are more than willing to discuss this matter further and provide any necessary documentation or updates.

Thank you for your understanding and consideration of our request. We look forward to your response and the opportunity to continue our work on the Fort Bend ITS Communication System for the Traffic Signal System Project.

Sincerely,



Mark Washing P.E.
Director Traffic Engineering Services

c: Sam Goater, Project Manager, Barge Design Solutions
Mark Washing, Director of Traffic Engineering, Barge Design Solutions