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SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

(Quiddity Engineering, LLC – Downtown Missouri City Project)

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("Second Amendment") is entered into by and between Fort Bend County, Texas ("County"), a County organized under the laws of the state of Texas, and Quiddity Engineering, LLC, ("Contractor"), a Texas limited liability company. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain agreement on September 25, 2024 (the “Agreement”) for Professional Engineering Services for the Downtown Missouri City Project (“Project”) for preliminary engineering services for the overall development of the Project, which was subsequently amended on or about November 27, 2024 (the “First Amendment”); and

WHEREAS, the Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code; and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, 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 Contractor an additional Ten Thousand and 00/100 Dollars (\$10,000.00) for a feasibility study for the Project as provided in Contractor's Proposal dated December 6, 2024 and attached hereto as Exhibit "A-2" (the "Services") and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for the Services rendered under this Agreement is hereby increased to an amount not to exceed Ninety-Five Thousand Five Hundred and 00/100 Dollars (\$95,500.00) authorized as follows:

\$46,000.00 under the Agreement;
\$39,500.00 under the First Amendment; and
\$10,000.00 under the Second Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor 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 \$95,500.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$95,500.00.

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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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, CONSTRUCTOR 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 by this Second Amendment, 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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

QUIDDITY ENGINEERING, LLC



Authorized Agent – Signature

Donald M. Durgin

Authorized Agent- Printed Name

Transportation Manager

Title

02/03/2025

Date

APPROVED:



J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

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EXHIBIT A-2

(Follows Behind)

December 6, 2024

Commissioner Grady Prestage
Fort Bend County Precinct 2
303 Texas Parkway, Ste. 213
Missouri City, Texas 77489

Re: Proposal for Professional Engineering Services for
Feasibility Study for Downtown Missouri City
on Behalf of Blue Ridge West Municipal Utility District

Dear Commissioner Prestage:

Quiddity Engineering, LLC appreciates the opportunity to present this proposal for professional engineering services to Fort Bend County, Texas on behalf of Blue Ridge West Municipal Utility District (the District). This proposal is submitted pursuant to and in accordance with that certain Agreement for Professional Engineering Services dated September 25, 2024, by and between Quiddity Engineering, LLC (the Engineer) and Fort Bend County, Texas (the County).

Project Understanding

The Engineer will prepare a feasibility study report to analyze the water and wastewater system to serve the proposed Downtown Missouri City development (the Tract) located at Thomas Taylor Parkway and Texas Parkway. The Engineer will also review the request for future reimbursement by the District to the County for the public water and wastewater utilities proposed.

Scope of Services

The Engineer will analyze the District's wastewater and water system and note whether any upgrades need to be made or if any utility extensions will be required to serve the Tract. The Engineer will prepare a cost estimate to be included in this feasibility study if any upgrades to the District facilities or utility extensions are required. A preliminary site exhibit showing the extent of the Tract and any utility extensions/upgrades necessary to serve the Tract will be prepared by the Engineer and included in this feasibility study. This study does not include detailed design, drainage and detention analysis, water modeling, or utility coordination.

The Engineer will prepare a reimbursement calculation worksheet to analyze the financial feasibility of public utility reimbursement based on the projected value of the Tract.

Proposed Fee

The work proposed will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates and Reimbursable Expenses. The estimated cost to complete the scope of work is \$10,000.

Project Schedule

Quiddity will complete the scope of services defined herein within 45 calendar days, commencing with receipt of written notice to proceed.



Commissioner Prestage

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December 6, 2024

Special Considerations

This proposal is based on the following special considerations:

1. Services requested by the Client that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates and Reimbursable Expenses. These schedules are subject to revision each calendar year.
2. The proposed fees shall be considered in their entirety for the scope of services. Should the Client wish to contract with Quiddity for only a portion of the work, Quiddity reserves the right to negotiate individual scope items on their own merits.
3. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.
4. The Services requested by the Client are being complete on behalf of Blue Ridge West Municipal Utility District. The feasibility study and all recommendations within are subject to review and approval by Blue Ridge West Municipal Utility District.

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please return a copy to our office. Should you have any questions, please call 713.777.5337.

Sincerely,

A handwritten signature in black ink that reads "Kaci Schlachter".

Kaci H. Schlachter, PE
Client Manager

KHS/vss

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Enclosures

APPROVED BY:
Fort Bend County, Texas

Signature

Name and Title (Printed)

Date