STATE OF TEXAS §

COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Second Amendment ("Second Amendment") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and KCI Technologies, Inc. ("Consultant"), a Texas corporation. County and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously entered into that certain agreement on or about December 14, 2021, as amended by document executed on March 26, 2024. (hereinafter "First Amendment"), pursuant to SOQ 14-025, and collectively referred to as the "Agreement" and incorporated fully by reference for all purposes; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services and to increase the total Maximum Compensation for the completion of such services 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. **Compensation**. County shall pay Consultant an additional Twenty-Three Thousand Four Hundred Forty-Eight and 00/100 Dollars (\$23,448.00) for the performance and completion of additional services as described in Consultant's Proposal dated October 15, 2024 (the "Services") attached hereto as "Exhibit A-2" and incorporated by reference for all intents and purposes.
- 2. **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 Two Hundred Ninety-Six Thousand Twenty-Five and 00/100 Dollars (\$296,025.00) authorized as follows:

\$235,119.00 under the Agreement;

\$ 37,458.00 under the First Amendment; and

\$ 23,448.00 under this Second Amendment.

In no event shall the amount paid by County under this Agreement 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, that County shall have available the total maximum sum of Two Hundred

Ninety-Six Thousand Twenty-Five and 00/100 Dollars (\$296,025.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, 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 shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Ninety-Six Thousand Twenty-Five and 00/100 Dollars (\$296,025.00).

- 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, 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.
- 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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS	KCI TECHNOLOGIES, INC.						
	SUCAL						
KP George, County Judge	Authorized Agent – Signature						
	Garland Galm						
Date	Authorized Agent- Printed Name						
	Vice President						
ATTEST:	Title						
	3/6/2025						
Laura Richard, County Clerk	Date						
APPROVED:							
J. Stacy Slawinski, P.E., County Engineer	_						
AUDIT	OR'S CERTIFICATE						
I hereby certify that funds are avaccomplish and pay the obligation of Fort	vailable in the amount of \$ to Bend County, Texas under this Agreement.						
	Robert E. Sturdivant, County Auditor						
i:\agreements\2025 agreements\engineering\kci technologies, agreement kci technologies, incdocx DRP 02.28.25	inc. (22-eng-100222-a2)\second amendment to professional engineering services						

EXHIBIT A-2

(Consultant's Proposal Follows Behind)

EXHIBIT A – SCOPE OF SERVICES SUPPLEMENTAL #2

WEST BELFORT AVE AT STATE HIGHWAY 6

FORT BEND COUNTY, PRECINCT 4 PROJECT #20401

PROJECT UNDERSTANDING / BACKGROUND

The work to be performed by the Engineer under the prime contract consists of providing preliminary design and final design services for the project, coordination with County and/or County designated Program Management Consultant, and preparation of construction documents.

KCI completed contracted tasks of Design Phase of the project, produced and submitted 100% signed and sealed construction plans on June 27, 2023. On October 14, 2024 KCI received instructions from LJA (Fort Bend County's program management consultant) to further modify the plans. Current design of the traffic signal at the intersection is span-wire signal per original scope of work. After further coordination with TxDOT Houston District, the traffic signal will to be mast-armed to be consistent with other signalized intersections in the region as part of TxDOT improvement plan in the region. KCI has been requested to conduct design changes addressing comments and perform other related tasks.

SCOPE OF SERVICES

Below are the additions to the original scope of services for the requested design changes.

- 1. Modify current design of traffic signal system at the intersection of West Belfort Ave and SH 6 to be mast arm and address TxDOT comments to the original 100% submittal plans (1/9/2024).
- 2. Modify current design of pavement markings at the intersection within TxDOT ROW to confirm with latest TxDOT design standards.
- 3. Provide additional information requested for TxDOT ROW permit application.

DELIVEABLES

2. Revised TxDOT ROW permit application package.

"EXHIBIT C" - Compensation for Professional Services - Supplemental #2

Fort Bend County Engineering Department

West Belfort Ave. at SH 6

Precinct 4, Project 20401

10/15/2024

10/13/2021		
Basic Services		
Pre-Design Phase	\$	-
Design Phase	\$	23,448.00
Design I hase	Ψ	23,440.00
Bid Phase	\$	-
Construction Phase	\$	-
Subtotal Basic Services	\$	23,448.00
	Ψ	23,440.00
Supplemental Services and Direct Expenses Topographic Surveying & ROW Mapping (Sub MBCO)		-
Geotechnical Investigations (Sub Geotest)	\$	-
Direct Expense and Reproduction	\$	-
Subtotal Sepplemental Services and Direct Expenses	\$	-
TOTAL SERVICES	\$	23,448.00

Level of Efforts

Client: Fort Bend County, Precinct 4

Project: 20401 - West Belfort Ave. at SH 6

Description: RTL east and west approaches. LTL extentions

Date: 5/8/2021

Date:	3/0/2021											
Manhour Estimate												
		Sr. Project	Senior	Project		Graduate	CADD					
Task	Principal	Manager	Engineer	Engineer	Engineer	Engineer	Technician	Clerical	Total Hours			
Billing Rate (\$/hr)	\$330.00	\$270.00	\$243.00	\$210.00	\$189.00	\$114.00	\$99.00	\$93.00				
Design Phase												
Project Management (meetings, invoices, etc.)		4		6				6	16			
Project Layout and Alignment (2 sheets)		7						0	10			
Plan & Profiles (2 sheets)												
,												
Construction Sequencing/TCP(4 sheets)												
Drainage Area Maps (1 sheet)												
Traffic Signal (5 sheets)		1	2	16	16		20		55			
Pavement Markings and Signs (1 sheet)				1		2	4		7			
SWPPP (1 sheet)												
TxDOT Permits		1	1	4		2	2		10			
Cross-Sections & Earthwork												
Quantities & Construction Cost Estimate				4	4				8			
Standards & Details				4	8		6		18			
QC/QA		1		2	<u> </u>		Ů		3			
Address Review Comments		·	1	2		4	4		11			
100% Plan Revision			2				16		18			
Total Hours=		7	6	39	28	8	52	6	146			
Total Cost=		\$1,890.00	\$1,458.00	\$8,190.00	\$5,292.00	\$912.00	\$5,148.00	\$558.00	\$23,448.00			
Bidding Phase		\$1,000.00	ψ1,400.00	ψο, 100.00	Ψ0,202.00	ψ012.00	ψο,140.00	ψοσο.σσ	\$20,440.00			
Bid Package Preparation												
Pre-Bid meeting												
Tabulate Bids												
Recommendation Letter												
Total Hours=												
Total Cost=												
Construction Phase												
Pre-Construction Meeting												
Submittals, RFIs, and Shop drawings												
Field visit and progress reports												
Final Walk-through												
Record/As-Built drawings												
Total Hours=												
Total Cost=												
Grand Total Hours									146			
Grand Total Cost									\$23,448.00			