

STATE OF TEXAS

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COUNTY OF FORT BEND

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**SECOND AMENDMENT TO AGREEMENT FOR PURCHASE OF TRANSIT VEHICLES
PURSUANT TO RFP 22-034**

THIS SECOND AMENDMENT to the Agreement for Purchase of Transit Vehicles is made and entered into by and between FORT BEND COUNTY ("COUNTY"), a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court and MODEL 1 COMMERCIAL VEHICLES, INC., ("CONTRACTOR"), authorized to conduct business in the State of Texas, hereinafter collectively referred to as "Parties."

WITNESSETH

WHEREAS, County and Contractor entered into an agreement for the purchase of transit vehicles pursuant to RFP 22-034 on October 25, 2022 and as amended on August 22, 2023; and

WHEREAS County and Contractor desire to amend said Agreement to adjust to increases in the cost of materials due to availability of materials needed to satisfy obligations under the agreement, as provided herein.;

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to provide as follows:

1. Compensation and Payment

Contractor's fees shall be increased by sixty three thousand, eight hundred ninety-four dollars and 82/100 (\$63,894.82) per bus, calculated at the rates set forth in Attachment A. The Maximum Compensation for contract services is increased by six hundred thirty-eight thousand, nine hundred forty-eight dollars and 20/100 (\$638,948.20). In no case shall the amount paid by County per Service Event under this Agreement exceed the Maximum Compensation without an approved change order.

Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Attachment A.

2. Limit of Appropriation

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 twenty-six million, seven hundred twelve thousand, four hundred nineteen dollars and 20/100

(\$26,712,419.20).

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this 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 shall not under any conditions, circumstances, or interpretations thereof exceed twenty-six million, seven hundred twelve thousand, four hundred nineteen dollars and 20/100 (\$26,712,419.20).

3. Contractor Name Change

Contractor's name shall be changed to Model 1 Commercial Vehicles, Inc. in the Agreement for all purposes.

4. Conflict

Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

MODEL 1 COMMERCIAL VEHICLES, INC.



Authorized Agent- Signature

Jeffrey E. Johnson

Authorized Agent- Printed Name

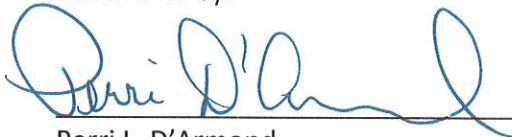
Public Sector Sales Manager

Title

4-10-2025

Date

REVIEWED by:



Perri L. D'Armond
Fort Bend County Public Transportation Director

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

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ATTACHMENT A

Price Increase Letter



March 14, 2025

Model 1 would like to formally submit the price for Contract ID 22-034. This will cover the Purchase Orders issued through March 31, 2025. The request is based on the increased cost of materials, and market conditions. In addition, Model 1 was notified by Ford Motor Company the chassis is no longer produced. To address this, we identified an alternative option: the Freightliner chassis, which includes a diesel engine, hydraulic brakes, and air ride, and aligns with the performance needs of Fort Bend County.

To support Fort Bend County's requirements for this order, we have proactively secured 10 of the Freightliner chassis production slots that meet Fort Bend County's specifications.

Below is an outline of the cost increases that are being passed from Forest River (Glaval) and for the 2025 Freightliner Chassis. The following reflects the previous 2023 pricing and 2025 pricing for the 40-passenger bus:

- 2023 Glaval Bus Body with the 2023 Ford F650 Chassis
 - \$266,423 per Bus,
- 2025 Glaval Bus Body with the 2025 Freightliner Chassis
 - \$330,317.82 per Bus,
 - \$3,308,178.20- Total for a quantity of 10 Buses
- Delta Per Bus
 - \$63,894.82

We value our partnership with Fort Bend County and are committed to providing a solution that meets your needs.

Jeffrey E. Johnson

A handwritten signature in black ink, appearing to read 'Jeffrey E. Johnson'.

March 14, 2025