



2. **Consent to Assignment.** County hereby consents to and approves of the assignment to KCI Technologies Inc. of all rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and as provided in Section 3 below. Subject to the amendments provided in Section 3 below, KCI Technologies Inc. hereby accepts such assignment of the Agreement, as amended, and expressly assumes all of Landtech's rights, responsibilities, obligations, liabilities, and interest under the Agreement, as amended, and agrees to perform the same.

3. **Amendments to the Agreement.**

(a) The first (1<sup>st</sup>) paragraph of the Agreement beginning with "This Agreement is made and entered into by and between ..." shall be deleted in its entirety and substituted with the following language:

"This Agreement 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., ("Contractor"), a company authorized to conduct business in the State of Texas.

(b) The term "Contractor" in the Agreement, as amended, shall be amended to mean KCI Technologies Inc. as of the effective date of November 26, 2019. The term "Contractor" in the Agreement, as amended, shall no longer mean Landtech Consultants, Inc.

4. **Time for Performance.** Time for Performance for the Services under this First Amendment shall begin with Contractor's receipt of Notice to Proceed and shall end no later than 11:59 p.m. on December 31, 2032. Contractor shall complete the Services within this time or within such additional time as may be extended in writing by County.

5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed One Million, Six Hundred Eighty-Eight Thousand, Five Hundred and 00/100 Dollars (\$1,688,500.00) authorized as follows:

\$784,000.00 under the Agreement; and  
\$904,500.00 under this First Amendment.

In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$1,688,500.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, 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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$1,688,500.00.

6. **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.
7. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, CONTRACTOR 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.
8. **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.
9. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

**KCI TECHNOLOGIES INC.**

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Garland Galm, P.E.  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
2/16/2026  
Date

**APPROVED:**

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., 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 under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

December 9, 2025

Mr. J. Stacy Slawinski, P.E.  
Fort Bend County Engineer  
301 Jackson Street  
Richmond, Texas 77469

Re: Construction Engineering Services for Fort Bend County Mobility Bond Program

Dear Mr. Slawinski:

Please find our enclosed proposal associated with the Fort Bend County Mobility Program. Based upon the scope provided and discussions, we have identified the following:

Scope of Services

KCI shall perform construction engineering services as the County's agent as Field Engineer for various projects in the bond program. We shall maintain each project's budget and uphold the intended schedule of completion.

Time of Performance

The contract will be thirty (30) months in duration.

Fee

KCI shall provide the scope of services entailed in this proposal for a total cost of \$904,500.00, which includes all man hours, equipment, and vehicle to perform the duties.

We appreciate the opportunity to present this proposal to Fort Bend County and look forward to completing this important assignment.

Thank you,

**Lee Shelton, P.E.**  
*Senior Project Manager*

**KCI TECHNOLOGIES INC.**

3 Riverway Drive, Suite 1500, Houston, TX 77056

[Lee.Shelton@kci.com](mailto:Lee.Shelton@kci.com)

mobile: 713.806.0813 | office: 832.975.1565 | direct: 832-975-1526

[www.kci.com](http://www.kci.com)

Enclosed: Attachment A - Fee Proposal  
Exhibit B – Field Engineer Duties

**ATTACHMENT A**

**Fee Proposal  
Fort Bend County Mobility Bond Program  
Construction Engineering Services**

Client: Fort Bend County Engineering  
Project: Various locations over 30 months  
Description: Field Engineer  
for Fort Bend County Mobility Bond Program  
Date: 12/9/2025

**Basic Services** (assumes 40 hour weeks for 30 month duration)  
(Hourly rate shown is maximum allowable, bill rate determined from actual raw rate)

| Classification | Hours | Hourly  | Multiplier | Billing Rate | Labor        |      |
|----------------|-------|---------|------------|--------------|--------------|------|
| Field Engineer | 4,800 | \$72.00 | 2.5        | \$180.00     | \$864,000.00 | 100% |
| Total Labor =  | 4,800 |         |            |              | \$864,000.00 | 100% |

**Additional Services and Direct Expenses**

Construction Work Truck 4x4 @ \$1350/mo = \$40,500.00  
(w/safety lights & strobes)

Total Additional Expenses = \$40,500.00

**Total Fee \$904,500.00**

**Position:** Field Engineer

**Job Description:**

Field Engineer will be responsible for construction engineering, contract administration, management of inspection staff, management of testing contracts, and quality control of multiple transportation infrastructure construction projects in accordance with the contract documents. Coordination with private utilities, HOA's, businesses, property owners, and Fort Bend Staff/Agents will be required throughout the projects.

**Compensation:**

Raw Rate: \$50 to \$72 per hour  
Rate Mark-up: 2.50

**Expenses:**

Vehicle Allowance: \$1,350 per month *(100% of the vehicle reimbursement goes to the inspector unless a company vehicle is utilized.)*  
All other items (cell phone, laptop, tablet, etc.) included in the labor markup.

**Responsibilities:**

- Apply diversified knowledge of construction engineering principles and practices and provide recommendations to resolve significant construction engineering problems
- Provide general inspection of construction work to ensure compliance with the contract documents, plans, specifications and standards
- Review inspector daily reports in accordance with the project's requirements
- Monitor quality control and quality assurance material field testing for concrete, steel, asphalt and soils as applicable
- Perform and/or supervise staff in preparing pay estimates, schedule reviews, RFI responses, submittal reviews, non-conformance reports, etc.
- Review contractor requests for additional compensation and time arising from plan revisions, extra work, changed conditions, claims, etc.
- Draft change orders and other correspondence
- Ensure all project documentation is performed and archived in accordance with owner requirements
- Coordinate the work of sub-consultants
- Lead or attend meetings that facilitate open communication and problem resolution between the contractor, client and stakeholders
- Lead project close-out process including final inspections, prepare punch lists, and warranty 1-year inspections
- Assist and contribute to contract procurement activities
- Perform other duties as assigned

**Minimum Qualifications:**

- Bachelor's degree in a directly-relevant field (e.g. Civil Engineering, Construction Management, Construction Engineering, Structural Engineering, etc.)
- A minimum of 4 years of progressively-responsible experience relevant to this role in transportation infrastructure construction
- Working knowledge of applicable standards, specifications and materials
- Effective oral and written communication skills

**Preferred Qualifications:**

- Experience working on Fort Bend, Harris County, TxDOT, HCTRA, City of Houston or similar municipal transportation construction projects
- Working knowledge of electronic construction management systems including MasterWorks, SiteManager, CAPTRAC or CIPMS