



amended, Iteris hereby verifies that Iteris 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, Iteris 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, Iteris 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, Iteris 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. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
  5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
  6. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
  7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Second Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Second Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Second Amendment is effective upon execution by both parties.

**FORT BEND COUNTY**

**ITERIS, INC.**

Digitally signed by  
Clifford D. Heise  
Date: 2026.03.23  
10:17:36 -05'00'

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

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

\_\_\_\_\_  
Date

Clifford D. Heise  
Authorized Agent- Printed Name

ATTEST:

Regional Vice President  
Title

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

March 23, 2026  
Date

REVIEWED:

  
Information Technology Office

REVIEWED:

  
Office of Emergency Management

### 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 Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-2: Iteris' Proposal Quote Sheet, Labor Rates, and Scope of Work.

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# EXHIBIT A-2

		ITERIS STAFF						Total Hours	Total Hardware / Software	ODCs	Total Cost	
		Duane Hartmann	Stuart Hunter	Quan Nguyen	Tuan Nguyen	Tina Compton	Lydia Tyree					
		Principal/ Project QA/AC	Project Manager	Project Engineer	Senior Network Engineer	Proj. Controls Spec.	Admin/ Clerical					ITERIS TOTAL
<b>Task 1</b>	<b>Project Management and Coordination</b>	8.00	32.00	8.00	8.00	8.00	8.00	\$18,628.25	72	\$0	\$0.00	\$18,628.25
1.1	Project Management, Meetings, Project Reviews	8	32	8	8	8	8	\$18,628.25	72			
								\$0.00	0			
<b>Task 3</b>	<b>PS&amp;E Design Package (Civil Components)</b>	0.00	32.00	120.00	0.00	0.00	0.00	\$39,578.52	152	\$0	\$0.00	\$39,578.52
<b>3.2B</b>	<b>100% Design Package Phase 2A and 2B</b>											
	Phase 2B Package Development		8	40				\$12,415.10	48			
	Sign/Seal and Final Print / Post TxDOT Review		8	40				\$12,415.10	48			
	Quantities		8	16				\$6,365.97	24			
<b>3.2C</b>	<b>Bid Form / Advertising</b>											
	Prepare documents for bidding, bid support		8	24				\$8,382.35	32			
									0			
<b>Task 4</b>	<b>Utility / Stakeholder Coordination</b>	0	16	60	0	0	0	\$19,789.26	76	\$0	\$12,421.42	\$32,210.68
	Utility coordination (Power) / Stakeholders (Iteris)		16	60				\$19,789.26	76			
	Utility coordination ((Sub consultant)								0		\$12,421.42	
								\$0.00	0			
<b>Task 5</b>	<b>Network Monitoring Field Visit</b>	0	0	0	60	0	0	\$14,558.13	60	\$0	\$1,000.00	\$15,558.13
	O&M for Existing CCTV Locations				60			\$14,558.13	60		\$1,000.00	
									0			
		8	80	188	68	8	8	\$92,554.16	360.00	\$0	\$13,421.42	\$105,975.58
											\$105,975.58	

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## **General**

This document provides context for the request for additional funds to complete the project. Tasks represent how the budget is reflected in the Iteris project system.

The associated project tasks are as follows:

### **1.0 Project Management (\$18,628.25)**

The current budget for Project management has been exhausted. The length of the project has exceeded original estimates. Meetings, coordination, invoicing and other PM tasks to complete Phase 2A and 2B will need to be held over the course of the next 12 months to finalize these projects through the bid process for both design packages.

### **3.0 PS&E Design Package (Civil Components) (\$39,578.52)**

The Phase 2 project has been divided into two (2) separate construction packages. They are currently being referred to as 2A and 2B. Phase 2A includes all non-TxDOT location. Phase 2B includes all TxDOT locations. The division of the plans will require development of an additional set of plans, specifications and estimates. It is anticipated that Phase 2B will require multiple submittals and reviews to TxDOT before final approval. Both design packages will need to be supported through the BID/RFI process. Network Architecture drawings and configurations will also need to be split into separate documents.

### **4.0 Utility/Stakeholder Coordination (Sub-Consultant) (\$12,421.42)**

The sub consultant overran the original budget and performed work outside of their scope or work. The additional funds requested are based on actual time/money spent. Majority of the fee is related to the Railroad survey and associated work that was out of scope. Additional hours spent on out of scope work with associated costs are presented on the next page.

### **4.1 Utility/Stakeholder Coordination (Iteris) (\$19,789.26)**

Iteris will need to continue coordinating with Centerpoint and meet them at various sites in the field. It is anticipated that all the TxDOT locations will need to re-coordinated due to the agreements only being valid for 1 year and will expire before the project is ready for construction.

### **5.0 Network Monitoring (Iteris) (\$15,558.13)**

This is the only task remaining in Phase 1. It was for remote network monitoring only, but field trips have been required to access why equipment isn't responding. This would cover that time and travel. This task is scoped to last through the construction of phase 2A and 2B.

RR EXHIBIT HOURS PROVIDED BY BGE (OUT OF SCOPE WORK)

The Below Hours are actual hours and associated cost with out of scope work. These are referred to in 4.0 of the CO request.

F	██████████	Fuller, Andrew	12/17/2024	2.00	323.44
		field prep. for topo survey			
F	██████████	Devane, Ben	1/10/2025	3.00	385.14
		PROCESS TOPO FLE ---- AM			
F	██████████	Davidson, David	12/31/2024	.50	74.75
		schedule/manage crews			
* F	██████████	Westmoreland, Robert	1/2/2025	3.00	536.73
		Plan set updates			
* F	██████████	Westmoreland, Robert	1/3/2025	8.00	1,431.28
		Plan set updates			
F	██████████	Westmoreland, Robert	1/6/2025	6.00	1,073.46
		Railroad Plan sheet updates			
F	██████████	Westmoreland, Robert	1/7/2025	3.50	626.19
F	██████████	Westmoreland, Robert	1/8/2025	3.00	536.73
		ITS plan sheet			
F	██████████	Westmoreland, Robert	1/9/2025	5.00	894.55
		ITS plan sheet			
F	██████████	Westmoreland, Robert	1/10/2025	5.00	894.55
		ITS plan sheet			
F	██████████	Westmoreland, Robert	1/13/2025	5.50	984.01
		ITS plan sheet updates			
F	██████████	Westmoreland, Robert	1/14/2025	3.50	626.19
		ITS plan sheet updates			
F	██████████	Meier, Anthony	12/16/2024	1.00	257.81
		Project Coordination - topo US 90A @ Pitts Rd			
F	UN 00000000156	12/31/2024	3 Man Survey		1,800.00
	Crew- 2024 / 8.0	3 Man Srvy @ 0	8.0 3 Man Srvy @		225.00

F	████████	Davis, Drew	12/11/2024	1.00	179.69
		Pitts Rd RR Crossing			
F	████████	Davis, Drew	12/12/2024	3.00	539.07
		Pitts Rd RR Crossing			
F	████████	Davis, Drew	12/16/2024	1.00	179.69
F	████████	Davis, Drew	12/17/2024	1.00	179.69
F	████████	Davis, Drew	12/18/2024	2.00	359.38
F	████████	Davis, Drew	1/6/2025	2.00	359.38
F	████████	Davis, Drew	1/10/2025	1.00	179.69

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\$12,421.42