

STATE OF TEXAS

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COUNTY OF FORT BEND

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**SECOND AMENDMENT TO PRECISION GROUP, INC.'S AGREEMENT
Pursuant to DIR CONTRACT NO. DIR-TSO-4242**

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Precision Task Group, Inc., ("PTG"), a company authorized to conduct business in the State of Texas (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, on July 25, 2023, subject to changes in the Addendum to Precision Task Group, Inc.'s Agreement, the Parties previously executed and accepted PTG's Workday Launch Deployment Technical Services Statement of Work, Services Agreement for Workday Technical Services, Order Form# P00365682.0, Order Form #P366928 (the "Original Agreement"); and as amended on February 13, 2024 (the "Amendment"), collectively referred to as the "Agreement" and incorporated fully by reference for all purposes; and

WHEREAS, County and PTG desire to amend the Agreement to extend post production support, and increase the Limit of Appropriation; and

WHEREAS, the Agreement is amended as set forth below:

I. Amendments

1. **Post Production Support.** The Post Production Support services are extended to September 13, 2024, and again to a period from September 16, 2024 through October 4, 2024, as more specifically described in PTG's Change Orders #P468492 and #P470753, collectively attached as Exhibit "A-2" and incorporated fully by reference. The Parties acknowledge and agree that the Post Production Support services described in this Section were and will be supported by good and valuable consideration, the sufficiency of which is acknowledged by the Parties.
2. **Limit of Appropriation.** PTG's fees concerning the revised Post Production Support services shall be calculated at the rates set forth in the attached Exhibit A-2. The Limit of Appropriation for the performance of services as described in Exhibit A-2 is \$19,317.60. The Limit of Appropriation payable to PTG for all Services rendered under the Agreement is hereby increased to an amount not to exceed \$7,956,103.60, authorized as follows:

\$7,907,747.00 under the Original Agreement;
\$29,039.00 under the Amendment; and
\$19,317.60 under this Second Amendment

In no case shall the amount paid by County for all product and/or Services under the Agreement and this Second Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the Parties.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **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.
6. **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)

(Remainder of Page Intentionally Left Blank)

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.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

KP George
KP George, County Judge

Michael Baudler
Authorized Agent – Signature

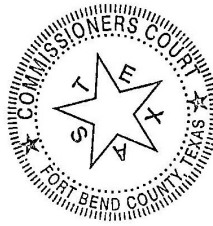
October 23, 2024

Date Approved by Commissioners Court on 10/22/2024

Michael Baudler
Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



CFO

Title

10/10/2024

Date

REVIEWED:

Nicole A. Ledet
Human Resource Office

Robyn Doughtie
Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 7,956,103.60 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A-2: PTG's Change Orders #P468492 and #P470753

EXHIBIT A-2

CHANGE ORDER

Reseller Name	Precision Task Group, Inc. (" Reseller " or " PTG ")
Customer Name	County of Ford Bend (" Customer ")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588 (" Workday ")
Name of Master Contract	DIR-TSO-4242 ("Agreement")
Agreement Effective Date	December 14, 2019
Name of Technical Services Agreement under Agreement	Appendix D, Technical Services Agreement for Workday Services (" TSA ")
TSA Effective Date	July 25, 2023
SOW Effective Date / SOW #	July 25, 2023 / SOW #P373005
Change Order Effective Date	The later of the dates beneath the parties' signature below
Target Change Order Close Date	September 6, 2024
Currency	USD
Fee Type	Fixed Fee

Customer/Partner Project Manager	Dennis Smith
Project Name	Fort Bend County HCM / Planning (" Project ")
Project Sponsor	Roman Cortes
Workday Engagement Manager	Machelle Starling
Summary of Change Type	Extended Post Production support
Impact Assessed by	Machelle Starling
Workday Region	Government

Fees:

There are no additional Technical Services Fees due from Customer for this Change Order

Any travel and other expenses associated with the Technical Services set forth in this Change Order are subject to the terms of the SOW, the TSA, and the Agreement to which the SOW is subject, as the case may be.

Amendment:

This Change Order amends the SOW identified above. Except as expressly amended by this Change Order, the terms of the SOW shall remain in full force and effect.

Change Order Reason(s):

- Additional project management
- Additional post prod support

Changes to Tasks in Scope:

- Post production support extended

Changes to Deliverables:

- Post production extended and ends 9/13/2024

Changes to Project Schedule:

- This Change Order modifies the project schedule set forth in the current project plan as follows: Post production extended and ends 9/13/2024; customer go live changed to 9/9/24; MTP as 8/19/24 as scheduled.

Impact Assessment:

CHANGE ORDER

Project Activities Affected	Additional Project Management, Functional and Technical support
Tasks removed from Original SOW	N/A
Tasks modified from Original SOW	N/A
Project Schedule Impact	Extended Post Production to 9/13/2024
Change Order Fees	\$0

Customer Contact Information	Billing Contact	Project Contact
Contact Name	Robyn Doughtie	Robyn Doughtie
Street Address	301 Jackson St	301 Jackson St
City, State, Zip Code	Richmond, Texas 77469	Richmond, Texas 77469
Country	United States	United States
Phone	281-341-4574	281-341-4574
Email (required)	Robyn.Doughtie@fortbendcountytexas.gov	Robyn.Doughtie@fortbendcountytexas.gov

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Change Order as of the later dates beneath the parties' signatures below.

County of Fort Bend**Precision Task Group, Inc.**


Michael Baudler
Digitally signed by Michael Baudler
 DN: cn = Michael Baudler email=mbaudler@precisiontaskgroup.com, o = Precision Task Group, c = US
 Date: 2024.10.10 07:07:18 -0500

Signature

Signature

KP George

Michael Baudler

Name

Name

Fort Bend County Judge

CFO

Title

Title

10/30/2024

10/10/2024

Date Signed

Date Signed

Approved by Commissioners Court on 10/22/2024

CHANGE ORDER

Reseller Name	Precision Task Group, Inc. ("PTG")
Customer Name	County of Ford Bend ("Customer")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588 ("Workday")
Name of Master Contract	DIR-TSO-4242 ("Agreement")
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TSA Effective Date	July 25, 2023
SOW Effective Date / SOW #	July 25, 2023 / SOW #P373005
Change Order Effective Date	The later of the dates beneath the parties' signature below
Currency	USD
Fee Type	Fixed Fee
Change Order Fees	\$19,317.60

Customer/Partner Project Manager	Dennis Smith
Project Name	Fort Bend County HCM / Planning ("Project")
Project Sponsor	Roman Cortes
Workday Engagement Manager	Machelle Starling
Billing Contact Email (Required)	accounting@ptg.com

Fees:

The Technical Services Fees for this Change Order are \$19,317.60. Customer will be invoiced upon the Change Order Effective Date with fees payable in accordance with the terms of the SOW, TSA, and the Agreement to which the SOW is subject, as the case may be.

Any travel and other expenses associated with the Technical Services set forth in this Change Order are subject to the terms of the SOW, TSA, and the Agreement to which the SOW is subject, as the case may be.

Amendment:

This Change Order amends the SOW identified above. Except as expressly amended by this Change Order, the terms of the SOW shall remain in full force and effect.

Change Order Reason(s):

- Additional project management
 - Additional testing/post prod support

Changes to Tasks in Scope:

- Post production support extended

Changes to Deliverables:

- Post production extended and ends October 4, 2024

Changes to Project Schedule:

- This Change Order modifies the project schedule set forth in the current project plan as follows: Post production support September 16, 2024 to October 4, 2024.



Changes to Go Live Date:

- This Change Order will not modify the Go-Live Date in the Original SOW.

CHANGE ORDER

Signature Page follows.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Change Order as of the later dates beneath the parties' signatures below.

County of Fort Bend	Precision Task Group, Inc.
	
Signature	Signature
KP George	Michael Baudler
Name	Name
Fort Bend County Judge	CFO
Title	Title
10/30/2024	10/10/2024
Date Signed	Date Signed
Approved by Commissioners Court on 10/22/2024	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Precision Task Group, Inc.
Houston, TX United States

Certificate Number:
2024-1224355

Date Filed:
10/08/2024

Date Acknowledged:
10/22/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Precision Task Group Inc.
23-IT-100867-A2: Amendment to modify SOW phases and \$19,317.60 increase utilizing DIR-TSO-4242

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Macedonio, Villarreal	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)