

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.

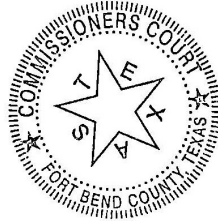
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FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

March 25, 2025
Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

KCI TECHNOLOGIES, INC.

Garland Galm
Authorized Agent – Signature

Garland Galm
Authorized Agent- Printed Name

Vice President
Title

3/6/2025
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 296,025.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

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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.

DELIVERABLES

1. Revised 100% submittal plans (draft and final) in 11"x17" PDF format.
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

Basic Services

Pre-Design Phase	\$	-
Design Phase	\$	23,448.00
Bid Phase	\$	-
Construction Phase	\$	-

Subtotal Basic Services	\$	23,448.00
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Supplemental Services and Direct Expenses

Topographic Surveying & ROW Mapping (Sub MBCO)	\$	-
Geotechnical Investigations (Sub Geotest)	\$	-
Direct Expense and Reproduction	\$	-

Subtotal Supplemental Services and Direct Expenses	\$	-
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TOTAL SERVICES	\$	23,448.00
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Client: Fort Bend County, Precinct 4
Project: 2040 I - West Belfort Ave. at SH 6
Description: RTL east and west approaches. LTL extensions
Date: 5/8/2021

[illegible]

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.**

KCI Technologies, Inc.
Houston, TX United States

Certificate Number:
2025-1278717

Date Filed:
03/07/2025

Date Acknowledged:
03/25/2025

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

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.

22-Eng-100222-A2/ Bond#20401

Modify traffic signal system design at West Belfort Ave and SH 6 to be mast arm, address TxDOT comments. Modify pavement markings at intersection in ROW, provide add. info for TxDOT ROW permit app

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)