

**SECOND AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment is made and entered into by **Harris County**, a body corporate and politic under the laws of the State of Texas, hereinafter called “County”, acting herein for the **Harris County Toll Road Authority** (“HCTRA”), a division of the County, and **KCI Technologies, Inc.**, hereinafter called the “Engineer” or “Company”.

Recitals

WHEREAS, County and Engineer entered into an Agreement on June 8, 2021 to provide engineering services for tolling engineering services and inspection services in Harris County, Texas, hereinafter called the “Project”;

WHEREAS, County and Engineer amended the Agreement on April 4, 2023 to increase compensation and payment;

WHEREAS, County and Engineer now desire to amend the Agreement to increase compensation and payment to be paid by County to Engineer, and increase the time of performance;

WHEREAS, the provisions of Chapter 262, -Texas Local Government Code, Competitive Bidding Law do not apply to the proposed amendment because the contract is for professional engineering services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

I.

That part of Section 3(a) of the Agreement, titled Compensation and Payment, which currently reads as follows:

The Engineer shall be entitled to payments based on hourly rates and reimbursement as set forth in this section, and the Engineer agrees that such payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$1,425,000.00** and the Engineer shall not be obligated to perform further services hereunder once such sum has been earned, except to the extent that HCTRA has given compensation therefore from funds in excess of such figure and within the maximum sum available under 3.c.

Is hereby amended to read as follows:

The Engineer shall be entitled to payments based on hourly rates and reimbursement as set forth in this section, and the Engineer agrees that such payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$3,725,000.00** and the Engineer shall not

be obligated to perform further services hereunder once such sum has been earned, except to the extent that HCTRA has given compensation therefore from funds in excess of such figure and within the maximum sum available under 3.c.

II.

That part of Section 3(c) of the Agreement, titled Compensation and Payment, which currently reads as follows:

It is expressly understood and agreed that the County has available the total maximum sum of **\$1,500,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

Is hereby amended to read as follows:

It is expressly understood and agreed that the County has available the total maximum sum of **\$3,800,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

III.

That part of Section 4 of the Agreement, titled Time of Performance, which currently reads as follows:

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end **600** calendar days from that date, except to the extent continued performance after that date is authorized in writing by the Executive Director of HCTRA or his designee. The Engineer is responsible for notifying HCTRA thirty days prior to the end of the contract.

Is hereby amended to read as follows:

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end **1640** calendar days from that date, except to the extent continued performance after that date is authorized in writing by the Executive Director of HCTRA or his designee. The Engineer is responsible for notifying HCTRA thirty days prior to the end of the

contract.

IV.

All other terms and conditions of the original Agreement shall remain in full force and effect as originally written, except as subsequently modified by Amendment.

[SIGNATURE PAGE FOLLOWS]

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

HARRIS COUNTY

DocuSigned by:
By Marcy Linebarger
MARCY LINEBARGER
Assistant County Attorney

By _____
LINA HIDALGO
County Judge

Date _____

KCI Technologies, Inc.

DocuSigned by:
By Garland Galm
Name Garland Galm
Title Vice President
Date 8/28/2024

ORDER OF COMMISSIONERS COURT

Authorizing Second Amendment to Agreement with KCI Technologies, Inc.

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT WITH KCI TECHNOLOGIES, INC. TO INCREASE COMPENSATION AND PAYMENT TO BE PAID BY COUNTY TO THE ENGINEER AND TO INCREASE TIME OF PERFORMANCE

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County a Second Amendment to Agreement in an amount not to exceed **\$3,800,000.00** with KCI Technologies, Inc. to increase compensation and payment and to increase time of performance. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.
3. The Second Amendment encumbers an additional **\$2,300,000.00** to compensate the Engineer.