

SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT

This SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT (the “Amendment”) is made and entered into by and between **WALLER COUNTY, TEXAS** (the “County”) and DCCM Infrastructure, Inc., (the “Engineer” or “Company”). The County and Company are at times collectively referred to as the “Parties” with reference to the following:

A. The Parties entered into an Engineering Services Agreement with an effective date of March 20, 2025 (the “Agreement”) and a First Amendment with an effective date of February 4, 2026 (the “First Amendment”).

B. The Parties now desire to amend the Agreement and First Amendment to reflect the additional surveying, drainage design, and environmental review due to the coordination with the adjacent Pitts Road project requiring the adjustment of fees.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement and herein and for good and valuable consideration as agreed to herein, the Parties hereby agree as follows:

1. The following sentences in Section 3(a) are amended to read as follows:

Original Language	Amended Language
The Engineer shall be entitled to payment of the lump sum amount of \$1,801,934.00 for services to perform the tasks delineated in Appendix A-1.	The Engineer shall be entitled to payment of the lump sum amount of \$2,250,390.00 for services to perform the tasks delineated in Appendix A-1.
...perform the tasks delineated in Appendix A-2 shall be paid based upon hourly rates and the County shall not be obligated to pay in excess of \$443,912.00 for the services described in Appendix A-2.	...perform the tasks delineated in Appendix A-2 shall be paid based upon hourly rates and the County shall not be obligated to pay in excess of \$181,612.00 for the services described in Appendix A-2.
...	...

2. Section following sentence in 3(c) is amended to read as follows:

Original Language	Amended Language
It is expressly understood and agreed that the County has available the total maximum sum	It is expressly understood and agreed that the County has available the total maximum sum

of \$2,245,846.00 as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement.	of \$2,432,002.00 as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement.
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3. Section 16.a is amended to read as follows:

Original Language	Amended Language
... All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.	... All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 836 Austin St., STE 4300, Hempstead, TX 77445.

4. The Auditor's Certificate is wholly replaced as follows on the signature page hereto.
5. Except as expressly amended by this Second Amendment, the Agreement and First Amendment are hereby reaffirmed and shall remain in full force and effect.
6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which, taken together, shall constitute the executed Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective _____.

COUNTY:

WALLER COUNTY

ENGINEER:

DCCM Infrastructure, Inc.

Carbett "Trey" J. Duhon III, County Judge

Kevin A. Mineo

Date

Date

ATTEST:

Debbie Hollan, County Clerk

Approved:

J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$2,432,002.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

Alan R. Younts, County Auditor