

STATE OF TEXAS
COUNTY OF WALLER

SECOND AMENDMENT OF THE AGREEMENT BETWEEN WALLER COUNTY AND QUIDDITY ENGINEERING, LLC FOR ENGINEERING SERVICES FOR CDBG-DR DIEMER AND LANEVIEW ROAD PROJECT

This Second Amendment of the Agreement is entered into and effective as of the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas, a political subdivision of the State of Texas (“County”), and Quiddity Engineering, LLC, with its principal place of business at 6330 West Loop S., Suite 150, Bellaire, Texas 77401 (“Firm”) (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, County entered into the Original Agreement with Jones & Carter, Inc. on April 8, 2020 for engineering services for the CDBG-DR Hurricane Harvey Project No. 20-065-062-C180;

WHEREAS, the Original Agreement was amended on May 3, 2023 to reflect that Jones & Carter, Inc. changed the name of their firm to Quiddity Engineering, LLC;

WHEREAS, the Firm completed additional right-of-way staking work associated with the Diemer and Laneview Road Project (“Project”) with an associated cost of \$2,000; and

WHEREAS, the Parties desire to enter into this Second Amendment to amend the Original Agreement to reflect the additional work and cost;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of work, the Parties mutually agree that the foregoing is true and correct, and further mutually agree to amend the contract as follows:

SECTION 1. SECOND AMENDMENT

- 1.1 The Parties agree that the Firm completed additional right-of-way staking work associated with the Project.
- 1.2 The Parties agree that the Firm was compensated an additional \$2,000 for the additional right-of-way staking work associated with the Project.
- 1.3 To reflect the additional work performed and the increase cost, Section 4 of the Original Agreement, “Compensation and Method of Payment” is hereby amended to read: “The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$457,403.00. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II – Payment Schedule of this Agreement.”
- 1.4 Except as expressly modified herein, all other terms and conditions of the Agreement and any previous Amendment shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this Second Amendment the Original Agreement and/or any previous Amendment, the terms and conditions of this Amendment shall prevail.

[Signature Page Follows]

WALLER COUNTY, TEXAS

QUIDDITY ENGINEERING, LLC

Carbett “Trey” Duhon, III,
Waller County Judge

Matt B. Breazeale, PE
Senior Vice President
Firm’s Authorized Representative

Date

Date

Kenneth Martinec, PE
Vice President
Firm’s Local Liason

Date