

AMENDMENT #2 to 22-144R TRANSPORTATION PLANNING SERVICES

THIS AMENDMENT TO 22-144R, previously known as 20-094, Transportation Planning Services (“Amendment”) is entered into and effective this 18 day of November, 2025 (“Effective Date”) by and between **Brazos County** (“Customer”), and **Innovative Transportation Solutions**. (“Provider”) each of which may alternatively be referred to herein as a “Party” and collectively as the “Parties”. All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

R E C I T A L S

WHEREAS, the Parties entered into an original contract # 20-094 (“Agreement”) and subsequent renewals for the purpose of the Provider to perform Transportation Planning services; and

WHEREAS, the Parties desire to amend the term beyond five (5) years as set forth in original contract # 20-094 to allow for additional annual renewals; and

WHEREAS, this amendment will provide additional flexibility, continuity and efficiency for the work being performed; and

WHEREAS, the Parties desire to amend the pricing as set forth in original contract # 20-094; and

WHEREAS, this amendment will also reflect the accuracy of the current engineers working for ITS related to this agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. Article I. Introduction, shall be amended by replacing:

“Claud P. (Buz) Elsom III, P.E. who has”

With

“Additional professionals on the ITS team include Barry Heard, P.E. and Brenda Callaway, P.E., who both have”

2. Article III. Compensation Terms, shall be amended by:

changing the **current fee of \$15,000** (fifteen thousand dollars) per month, which it was amended to in Amendment #1, and **reducing it to \$11,250** (eleven thousand, two hundred fifty dollars) per month.

3. Article V. Term, shall be amended by replacing:

“with an option to renew for three additional one-year terms at the discretion of the county, for a maximum of five years.”

With

“with an option to renew for addition one-year terms, at the discretion and approval of the Brazos County Commissioners Court, so long as the 2022 TRIP Bond Projects remain incomplete.”

4. The contract will be renewed for an additional term to end July 31, 2026.
5. Article VIII. Conclusion, shall be amended by striking

“or Claud P. (Buz) Elsom III, P.E.”
6. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

BRAZOS COUNTY

INNOVATIVE TRANSPORTATION SOLUTIONS

Signature

Signature

Name

Name

Title

Title

Date

Date