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SOQ 09-072

THIS FOURTH AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and IDCUS, (formerly known as IDC, Inc., hereinafter “Engineer” or “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Professional Engineering Services Agreement on January 26, 2010 (hereinafter "Agreement") for preliminary planning activities for park and ride facilities located in Fort Bend County, Texas; and

WHEREAS, the parties executed Work Authorization No. 6 on or about December 15, 2020, and as amended on February 2, 2021, March 23, 2021, and June 22, 2021 incorporated herein by reference; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein;

NOW, THEREFORE, the parties do mutually agree as follows:

- a. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.
- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the

term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

4. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Fourth Amendment and the Agreement for Professional Services, the provisions of this Fourth Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

IDCUS, INC.

KP George, County Judge



Larry Janak, Principal

Date

4/18/2022

Date

ATTEST:

Laura Richard, County Clerk

Reviewed by:

Perri D'Armond, Public Transportation Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____
to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT B

REVISED WORK SCHEDULE
APRIL 2022

REVISED WORK SCHEDULE

Westpark Park & Ride Water Well System, Onsite Sewage Facility (Septic System) and Construction Material Testing

Westpark Park & Ride Construction Project		Expiration date
Task 1	Water Well and Onsite Septic System	12/31/2023
Task 2	Construction Material Testing	12/31/2023