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(Fort Bend County and TLC Engineering, Inc.)

This Second Amendment to the Agreement for Professional Environmental Services ("Second Amendment") is made and entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the state of Texas, and TLC Engineering, Inc. ("Contractor"), a Texas corporation. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on or about April 28, 2020, County and Contractor entered into that certain Agreement for Professional Environmental Services and as amended on or about February 7, 2023 to provide environmental services for the Moore Road Expansion Project under 2017 Mobility Bond Project No. 17218x pursuant to SOQ 14-025, and incorporated fully by reference as if set forth verbatim below (collectively the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to extend the Time of Performance; and

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

- (1) The Time for Performance under the Agreement shall be extended through December 31, 2024.
- (2) In no case shall the amount paid by County for all Services under the Agreement and this Second Amendment exceed the Maximum Compensation without a written agreement executed by both Parties.
- (3) The recitals set forth above are incorporated herein by reference and made a part of this Second Amendment.
- (4) Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms and conditions provided in the Agreement shall remain the same.
- (5) If there is a conflict among documents that make up the Agreement, the most recently executed document will prevail with regard to the conflict.
- (6) This Second Amendment may be executed in multiple counterparts, each of which will be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the Parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final Party.

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

**TLC ENGINEERING, INC.**

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Tony L. Council, P.E.  
Authorized Agent- Printed Name

\_\_\_\_\_  
President and CEO  
Title

\_\_\_\_\_  
August 9, 2023  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

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