

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR ASBESTOS INSPECTION SERVICES

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, Texas ("County"), a body corporate and politic under the laws of the State of Texas, and Terracon Consultants, Inc. ("Consultant"), a company authorized to conduct business in the State of Texas. County and Consultant are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Agreement for Asbestos Inspection Services on or about December 19, 2023 (the “Agreement”) to provide asbestos inspection services concerning 10th Street under Mobility Bond Project No. 20106; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services by Consultant, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

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

1. **Scope of Services.** County shall pay Consultant an additional Five Thousand Eight Hundred Fifty and 00/100 Dollars (\$5,850.00) for the performance and completion of additional services as described in Consultant's Letter dated February 9, 2024 (the "Services") attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Consultant understands and agrees that the Maximum Compensation payable to Consultant for Services rendered under this Agreement is hereby increased to an amount not to exceed Fifty Thousand Three Hundred Fifty and 00/100 Dollars (\$50,350.00) authorized as follows:

\$44,500.00	under the Agreement
\$5,850.00	under this Amendment
TOTAL	\$50,350.00

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty Thousand

Three Hundred Fifty and 00/100 Dollars (\$50,350.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Fifty Thousand Three Hundred Fifty and 00/100 Dollars (\$50,350.00).

3. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 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, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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 § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant 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 § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
6. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

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{Execution Page Follows}

FORT BEND COUNTY, TEXAS

TERRACON CONSULTANTS, INC.

KP George, County Judge

Edward W. James
Authorized Agent – Signature

Date

Edward W. James
Authorized Agent- Printed Name

ATTEST:

Senior Principal
Title

Laura Richard, County Clerk

4/5/24
Date

APPROVED:

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

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: Terracon Consultants, Inc.'s Letter dated February 9, 2024

i:\agreements\2024 agreements\purchasing\engineering\terracon consultants, inc. (23-eng-100844-a1)\amendment to
agreement for asbestos inspection services (kcj - 3.28.2024)

EXHIBIT A

Terracon Consultants, Inc.'s Letter dated February 9, 2024



11555 Clay Road, Suite 100
Houston, TX 77043
P 713.690.8989
Terracon.com

February 9, 2024

Mr. Guy Matula
Fort Bend County Texas
301 Jackson Street, 4th Floor
Richmond, Texas 77469

Email: Guy.Matula@fortbendcountytexas.gov
Phone: (281) 633.7529

RE: Change Order Request
Fort Bend County – 10th Street Project
1010 Preston Street
115 N Union Street
1014 Calhoun Street
Richmond, Texas
Terracon Project No. 92237407

Dear Mr. Matula:

Terracon Consultants, Inc. (Terracon) is pleased to submit this change order request to Fort Bend County Texas (Client) to perform additional asbestos inspections at the above-referenced addresses. The work will be performed in accordance with the existing Purchase Order 234656 and Agreement for Asbestos Inspection Services – Mobility Bond Program No. 20106 (Agreement) between Terracon and Fort Bend County Texas dated December 19, 2023.

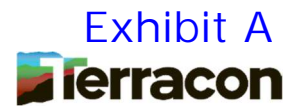
At the request of Guy Matula with Fort Bend County Texas, Terracon will perform asbestos inspections on the following properties:

R Number	Physical Address	Type of Structure(s)	Estimate fee (Lump Sum)
R112812	1010 Preston St, Richmond, TX 77469	1,400 SF single-family residence	\$1,950
R53547	115 N Union St, Richmond, TX 77469	1,000 SF single-family residence	\$1,950
R377910	1014 Calhoun St, Richmond, TX 77469	1,600 SF single-family residence	\$1,950

Asbestos Inspection Change Order Request

Fort Bend County – 10th Street Project | Richmond, Texas

February 9, 2024



Terracon will prepare a separate written report for each parcel describing the sampling methodology and the results of the inspections. The reports will describe the number, type and location of building material samples collected and the analytical results. No drawings depicting the location and extent of ACM or estimates of ACM removal costs will be provided unless specifically requested in advance by the client. Unless otherwise instructed, a PDF-formatted copy of each final report will be submitted via email to the addressee indicated herein.

If this change order meets with your approval, work may be initiated by providing Terracon written approval via email and/or a revised Purchase Order.

Sincerely,

Terracon Consultants, Inc.

Asbestos Consultant License #100157

Prepared By:

A handwritten signature in blue ink, appearing to read "Aaron Dominguez".

Aaron Dominguez
Senior Project Manager

Reviewed By:

A handwritten signature in blue ink, appearing to read "K.P. Maloney".

Kevin P. Maloney
Senior Project Manager