

STATE OF TEXAS

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COUNTY OF FORT BEND

**FOURTH AMENDMENT TO AGREEMENT FOR INFRASTRUCTURE INVESTMENT  
AND JOBS ACT CONSULTING SUPPORT**  
(Tetra Tech, Inc. – RFP 19-041)

This Fourth Amendment to Agreement For Infrastructure Investment and Jobs Act Consulting Support (“Fourth Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and TETRA TECH, INC. (“Consultant”), a corporation duly authorized to conduct business in the state of Texas. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Consultant is a corporation which provides consulting and engineering services for governmental entities including infrastructure design and development; and

WHEREAS, on or about March 8, 2022 County and Consultant entered into that certain Agreement for Infrastructure Investment and Jobs Act (“IIJA”) consulting support pursuant to RFP 19-041, and as amended on or about November 8, 2022 (the “First Amendment”), February 27, 2024 (the “Second Amendment”); and July 10, 2024 (the “Third Amendment”), collectively referred to as the “Agreement” and incorporated fully by reference for all purposes; and

WHEREAS, by execution of this Fourth Amendment, the Parties desire to further amend the Agreement to allow Consultant to continue to provide such consulting services to County, to extend the time of performance, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** Time for performance of the Scope of Services under the Agreement shall be extended to end no later than April 30, 2025. The Parties acknowledge and agree that Services were and will be supported by good and valuable consideration during this extended Term of this Agreement, the sufficiency of which is acknowledged by the Parties.
3. **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 Fourth Amendment shall prevail with regard to the conflict.

4. **Understanding, Fair Construction.** By execution of this Fourth Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Fourth Amendment. This Fourth Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
5. **Severability.** If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**{Execution Page Follows}**

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IN WITNESS WHEREOF, this Fourth Amendment is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Fourth Amendment and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY, TEXAS**

**TETRA TECH, INC.**

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

\_\_\_\_\_  
  
Authorized Agent - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Burgiel  
Authorized Agent- Printed Name

**ATTEST:**

\_\_\_\_\_  
Business Unit President  
Title

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

\_\_\_\_\_  
01/22/2025  
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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