

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT TO AGREEMENT FOR  
PLUMBING AND FOUNDATION SERVICES  
(PURSUANT TO RFP 24-071)**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Atlas-Gulf Coast, Inc. d/b/a Atlas Foundation Repair, ("Contractor"), a corporation authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Plumbing and Foundation Repair Services, on or about November 12, 2024, (the "Agreement"), and incorporated fully by reference for all purposes, to provide plumbing and foundation repair services at Hobby Boys & Girls Club pursuant to RFP 24-071 (the "Services"); and

WHEREAS, the parties desire to amend the Agreement for additional Services to be provided and to increase the total Maximum Compensation under the Agreement for the completion of such additional Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree to amend the Agreement as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Contractor shall provide additional Services as described in Contractor's Invoice #19482, dated February 7, 2025, and attached hereto as Exhibit "A-1" and incorporated fully by reference for all purposes.
3. **Limit of Appropriation.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-1 is \$5,900.00. The Limit of Appropriation payable to Contractor for Services rendered under the Agreement is hereby increased to an amount not to exceed \$193,575.00, authorized as follows:

\$187,675.00 under the Agreement; and  
\$ 5,900.00 under this Amendment.

In no case shall the amount paid by County for all product and/or Services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

4. **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, Contractor hereby verifies that Contractor 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, Contractor 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, 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 § 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, 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 § 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.
5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this 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 Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

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

\_\_\_\_\_  
Date

ATTEST:

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

ATLAS FOUNDATION REPAIR

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

Kristin Sorenson  
\_\_\_\_\_  
Authorized Agent- Printed Name

Office Manager  
\_\_\_\_\_  
Title

2/21/25  
\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
James Knight, Facilities Management/  
Planning 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 Agreement.

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

Exhibit A-1: Contractor's Invoice #19482, dated February 7, 2025.

I:\AGREEMENTS\2025 Agreements\Facilities\Atlas Foundation Repair (24-Fac-101004-A1)\Amendment to Agreement for Plumbing and Foundation Repair Services – Atlas Foundation Repair.docx (DRP 02.20.25)

# EXHIBIT A-1

Atlas Foundation Repair

8945 Solon Rd  
Houston, TX 77064 US  
713-641-4844  
accounting@atlasfoundation.net  
www.atlasfoundation.net

INVOICE

BILL TO  
Justin Zwahr  
Fort Bend County - Boys and Girls Club  
5525 Hobby  
Houston, Texas 77053

INVOICE 19482  
DATE 02/07/2025  
TERMS Due on receipt  
DUE DATE 03/01/2025

| DESCRIPTION                      |  | QTY        |
|----------------------------------|--|------------|
| Other Service - Restroom Trailer |  | 1          |
| SUBTOTAL                         |  | 5,900.00   |
| TAX                              |  | 0.00       |
| TOTAL                            |  | 5,900.00   |
| BALANCE DUE                      |  | \$5,900.00 |





## QUOTE FOR SERVICES

| COMPANY INFO: CUSTOMER # NEW |                                | JOB SITE INFO: SITE # NEW                        |                                    |            |                               |
|------------------------------|--------------------------------|--------------------------------------------------|------------------------------------|------------|-------------------------------|
| Company:                     | ATLAS FOUNDATION               | Job Name:                                        |                                    |            |                               |
| Requested By:                | JARED B                        | Address:                                         | 8945 SOLON RD<br>HOUSTON, TX 77064 |            |                               |
| E-mail:                      | JBROUSSARD@ATLASFOUNDATION.NET | Cross Street:                                    |                                    |            |                               |
| Other Phone:                 |                                | Site Contact:                                    |                                    |            |                               |
| Billing Address:             |                                | Site E-mail:                                     |                                    |            |                               |
|                              |                                | Customer Ref #:                                  |                                    |            |                               |
| Expected Install Date        | Payment Terms                  | Prevailing Wage                                  | Job Type                           |            |                               |
| Wed. Jan 15, 2025            | COD                            | No                                               | Construction                       |            |                               |
| Quantity                     | UOM                            | Description                                      | Rental Term (up to)                | Unit Price | Amount                        |
| 1                            | EA                             | 8 STATION RESTROOM TRAILER - RENTAL              | 28 Days                            | 800.00     | 800.00                        |
| 1                            | EA                             | 1ST WEEKLY SERVICE ON 8 STATION RESTROOM TRAILER | 28 Days                            | 4,800.00   | 4,800.00                      |
| 1                            | EA                             | DELIVERY & PICK UP ON 8 STATION RESTROOM TRAILER | 28 Days                            | 300.00     | 300.00                        |
| Sanitation Notes:            |                                |                                                  |                                    |            |                               |
|                              |                                |                                                  |                                    |            | Sanitation Subtotal: 5,900.00 |

|           |            |            |          |              |            |
|-----------|------------|------------|----------|--------------|------------|
| Subtotal: | \$5,900.00 | Sales Tax: | \$486.75 | Grand Total: | \$6,386.75 |
|-----------|------------|------------|----------|--------------|------------|

*All prices include a one-time Delivery/Installation and a one-time Pick-Up/Removal.*

Bids are based on quantity; if quantity changes, bid changes. Additional fees for hillside installations, hand carry, core drilling and inaccessibility. Deliveries and installs are scheduled Mon. - Fri. 7:00 a.m. - 3:00 p.m. Additional charges apply for weekends and after hours work. COD orders are to be paid in advance or upon delivery prior to installation. Orders with driven post(s) require 3-5 business days to complete underground markings. Remove and relocate charges are billed at the same rate as installation price. If services are subject to prevailing wage laws, any penalties or wages not included in this estimate will be paid by the lessee. Certified payroll is available upon request.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Customer Name: \_\_\_\_\_

PO # \_\_\_\_\_

**NOTE: Installation CANNOT be confirmed until quote is signed and returned. This bid expires in 14 days.**

| Date of Quote     | Quote Number | Quote Prepared By | Email Address             | Fax Signed Quote to |
|-------------------|--------------|-------------------|---------------------------|---------------------|
| Wed. Jan 15, 2025 | 338633       | ESPENCER          | ESPENCER@RENTNATIONAL.COM |                     |