

HTS does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, that the total Maximum Compensation that HTS may become entitled to and the total maximum sum that County may become liable to pay to HTS under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$114,627.00

2. **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, HTS hereby verifies that HTS 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, HTS 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, HTS 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, HTS 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.
3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.

4. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, HTS 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.
5. **Modifications and Conflict.** Except as modified herein, and by any previous amendments, 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 First Amendment shall prevail with regard to the conflict.
6. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

HTS, INC. CONSULTANTS

KP George, County Judge



Authorized Agent – Signature

Date

John Territo III

Authorized Agent- Printed Name

ATTEST:

VP Operations

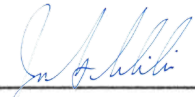
Title

Laura Richard, County Clerk

10-1-25

Date

APPROVED:



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 the Fort Bend County under this Agreement.

Robert E. Sturdivant, County Auditor



Excellence in Engineering, Consulting, Testing and Inspection

Fort Bend County
301 Jackson Street
Richmond, TX 77469

Attn: Mr. Kevin A. Mineo
RE: Change Order Request HTS
Old Needville-Fairchilds
Road Reconstruction
Precinct 2
Job No. 17108
PO No. 225734

Dear Mr. Mineo:

HTS respectfully requests that the contract amount be increased to cover the cost for the additional number of trips we made on the referenced project. These additional trips were due to onsite technician standby time and cancellations.

We request additional funds in the amount of **\$2,627.00**, which would increase the proposed amount from the contract amount of **\$112,000.00** to the revised amount of **\$114,627.00**.

Sincerely,
HTS, Inc. Consultants



Mr. John Territo, III
Vice President CMT
4/23/2025

Accepted by:
Fort Bend County

Signature

Title