

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

(Fort Bend County and TLC Engineering, Inc.)

This First Amendment to the Agreement for Professional Environmental Services ("First 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 (the "Agreement") to provide environmental services for the Moore Road Expansion Project under 2017 Mobility Bond Project No. 17218x pursuant to SOQ 14-025 (the "Project"); and

WHEREAS, County and Contractor now desire to amend the Agreement by execution of this First Amendment for Contractor to provide additional services for a Soil and Groundwater Management Plan (SGMP) related to the Project; 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) Contractor's Proposal dated April 27, 2021 and attached as an exhibit to the Agreement shall hereafter be referred to as Exhibit "A."
- (2) Section 1 of the Agreement is amended to add the following to the Scope of Services.

Contractor shall also render services for the management of affected soil and groundwater and associated waste generated during the Project as described and provided in Contractor's June 22, 2022 Proposal for Soil and Groundwater Management Plan (SGMP) attached hereto as Exhibit "B" and fully incorporated herein for all intents and purposes.

- (3) Subsection 3.1 of the Agreement is amended to provide for an increase to the Maximum Compensation payable to Contractor by \$5,390.00 and is restated as follows:

3.1 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section 4, Contractor's fees shall be calculated at the rates set forth in Exhibit "A" and in Exhibit "B." The Maximum Compensation for the performance of services within the Scope of Services described in Section 1 of this Agreement is Seventy One Thousand Eight Hundred Six and 00/100

Dollars (\$71,806.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without a written agreement executed by both Parties.

- (4) Section 4 of the Agreement is amended and restated as follows:

Section 4. Limit of Appropriation

- 4.1 Contractor 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 Seventy One Thousand Eight Hundred Six and 00/100 Dollars (\$71,806.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
- 4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seventy One Thousand Eight Hundred Six and 00/100 Dollars (\$71,806.00).

- (5) Section 25 of the Agreement is amended and restated as follows:

Section 25. Certain State Law Requirements for Contracts

- 25.1 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.
- 25.2 Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate 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.
- 25.3 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.

- 25.4 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.
- 25.5 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.
- (6) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this First Amendment.
- (7) **Modifications.** 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.
- (8) **Conflict.** If there is a conflict among documents that make up the Agreement, the most recently executed document will prevail with regard to the conflict.
- (9) **Multiple Counterparts.** This First 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.

{Signatures to Follow on Next Page}

FORT BEND COUNTY, TEXAS

KP George
County Judge KP George
KP George, County Judge

February 7, 2023
Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

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

APPROVED AS TO LEGAL FORM:

Jennifer L. Fox
Jennifer L. Fox, Assistant County Attorney

TLC ENGINEERING, INC.

Anthony L. Council
Authorized Agent – Signature

TONY L. COUNCIL
Authorized Agent- Printed Name

PRESIDENT
Title

11-12-2022
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 71,806.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Contractor's 6/22/2022 Proposal for Soil and Groundwater Management Plan (SGMP) Follows Behind)



ENGINEERING

June 22, 2022

Fort Bend County

Attention: Raul Fung, P.E., PMP; Senior Project Engineer
T (281) 589-7257
D (281) 902-3599
E raul.fung@rpsgroup.com

Subject: **Proposal for Soil and Groundwater Management Plan (SGMP)**
Moore Road - Fifth (5th) Street to Independence Boulevard/Court Road
Stafford, Fort Bend County, Texas 77477

Dear Mr. Fung:

TLC Engineering, Inc. (TLC) is submitting this proposal to provide a Soil and Groundwater Management Plan (SGMP) at the referenced project. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

PROJECT UNDERSTANDING

TLC understands that Fort Bend County is proposing to construct improvements on Moore Road from Fifth (5th) Street to Independence Boulevard/Court Road in Stafford, Texas (approx. 4,300 linear feet/0.81 mile). The project also includes various drainage improvements to the unnamed drainage outfall channel to Stafford Run.

SGMP SCOPE OF SERVICES

This SGMP shall contain requirements that the selected construction CONTRACTOR (hereinafter "CONTRACTOR") must follow to manage affected soil and groundwater and associated waste that may be generated during construction. The overall purpose of this SGMP is to provide directions and guidance that permit the safe and responsible reuse of as much affected materials as possible, while minimizing the amounts of affected materials that must be disposed as regulated waste. Implementation and compliance with the SGMP are the sole responsibility of the CONTRACTOR.

SGMP Zones are areas where localized contamination is suspected or known. Within these areas, special work practices and procedures shall be prescribed for work to proceed safely while minimizing hazardous constituent exposure risks for construction workers and the general public and allowing for the reuse of as much affected materials as practical.

8204 WESTGLEN DRIVE HOUSTON, TEXAS 77063

(713) 868-6900 OFFICE | (713) 868-0001 FAX | INFO@TLCENG.COM EMAIL | WWW.TLCENG.COM WEBSITE

This document will contain a series of figures to include, but not limited to:

- Annotated aerial view of the Project Site with SGMP Zone boundaries;
- Plan view of the SGMP Zone; and
- SGMP procedure flow charts for soil and groundwater.

The SGMP Zone will be established after reviewing historical environmental response reports obtained from the Client and/or the Texas Commission on Environmental Quality (TCEQ).

The objectives of this SGMP include:

- Establishing minimum qualifications for ENVIRONMENTAL SPECIALIST personnel responsible for the proper implementation of this SGMP.
- Providing procedures for field-screening soil and groundwater produced from Project Site construction excavations.
- Providing guidance for reuse of affected soil, emphasizing affected soil reuse within the same or nearby excavations and minimizing off-site disposal.
- Providing guidance for the proper disposal or discharge of groundwater produced from Project Site construction excavations.
- Presenting all guidance and procedures in a clear manner that is fully understood by the CONTRACTOR and which, when followed, will minimize project expense and maximize efficiency, safety, and environmental protections.

REPORT

A report of our findings will be prepared and one (1) .pdf copy provided.

TLC will not provide reporting to regulatory agencies or other third parties unless the Client expressly requests such reporting to be performed.

THIRD PARTY RELIANCE

The report will provide reliance to Fort Bend County. Third party reliance letters may be issued upon request and upon the payment of the, then current fee for such letters. All third parties relying on TLC's reports, by such reliance, agree to be bound by this proposal and TLC's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

SCHEDULE

TLC proposes to provide the reporting within thirty (30) business days of authorization to proceed.

FEES

It is proposed that the fee for performance of the outlined scope of services be determined on a lump sum basis. The total fee for the scope of services outlined above will be **\$5,390.00**.

Additionally, the following efforts are not included in this price:

- Consultation (beyond clarifications of information presented in the report);
- Additional draft report submittals/edit cycles;
- In-process report edits needed to incorporate required information not provided at the inception of the project; and,
- Extraordinary research or additional field work that is requested after the draft report is delivered and/or to address data gaps.

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond TLC's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

AUTHORIZATION

To execute this proposal, please sign and complete the proposal authorization and instructions for payment below and return one copy of this proposal to our office. We will proceed with the work upon receipt of proposal authorization.

Please call with any questions you may have, or if TLC can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,

TLC Engineering, Inc.



Tim Kroeker; M.E.Des.
Environmental Project Manager

Attachments: Proposal Authorization Form

ATTACHMENTS

The remainder of this page is intentionally left blank.

PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions and return one copy of the authorized proposal to our office.

TONY L. COUNCIL
Authorized By (please print)
PRESIDENT
Title
8204 WESTGLEN DRIVE
Address
HOUSTON TX 77063 713-868-6900
City State Zip Code Telephone
11-12-2022
Date
TONY.COUNCIL@TLCENG.COM
Authorizing Party's E-Mail Address

[Signature]
Signature
TLC ENGINEERING
Firm
Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City State Zip Code Telephone

Authorizing Party's Relationship to Invoice Payment Party

Reliance Parties

Please include the following additional parties in the reliance for the report:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

TLC Engineering, Inc.
Houston, TX United States

Certificate Number:
2022-951179

Date Filed:
11/02/2022

Date Acknowledged:
02/07/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SOQ 14-025
Moore Road Expansion Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Council, P.E., Tony	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)