

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}

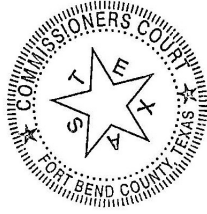
FORT BEND COUNTY, TEXAS

TERRACON CONSULTANTS, INC.

KP George
KP George, County Judge

Edward W. James
Authorized Agent – Signature

May 28, 2024
Date



Edward W. James
Authorized Agent- Printed Name

ATTEST:
Laura Richard
Laura Richard, County Clerk

Senior Principal
Title

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 \$ 50,350.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert Ed Sturdivant
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.

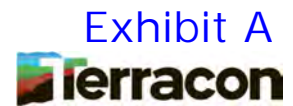
At the request of Guy Matula with Fort Bend County Texas, Terracon will perform asbestos inspections on the following properties:

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:

Reviewed By:

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

Aaron Dominguez
Senior Project Manager

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

Kevin P. Maloney
Senior Project Manager

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**

Certificate Number:
2024-1143634

Date Filed:
04/08/2024

Date Acknowledged:
05/28/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terracon Consultants, Inc.
Houston, TX United States

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.
Project No. 20106
Asbestos Inspection Services Mobility Bond Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zambo, Vanessa	Olathe, KS United States	X	
	Sander, Jason	Cincinnati, OH United States	X	
	Roberts, Jeff	Houston, TX United States	X	
	Packer, Gayle	Olathe, KS United States	X	
	Cobb, Harold	Houston, TX United States	X	
	Anderson, Timothy	Phoenix, AZ 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)