

Amendment 1
To PROFESSIONAL SERVICES CONTRACT
WEBB COUNTY AND TERRACON CONSULTANTS, INC.
WEBB COUNTY R.F.Q. 2020-003 GEO-TECH TESTING SERVICES
WEBB COUNTY ROAD PROJECTS

The original contract, dated May 18, 2020 by and between **WEBB COUNTY**, a political subdivision of the State of Texas (hereinafter called "County") and **TERRACON CONSULTANTS, INC.**, (hereinafter called "Independent Contractor") to provide Geo-Technical Engineering Services is hereby amended in the following respects:.

2. Compensation

The County of Webb shall pay the Independent Contractor a total lump sum in the amount of ~~**[EIGHTEEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$18,450.00)]**~~ **FOURTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$14,950.00)** for ~~[goods/services provided pursuant to this agreement]~~ **Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting, including but not limited to,; Field Operations (drilling), Processing samples in lab, Geotechnical Report, Geotechnical Engineer (lab & field data review / study), Draft report, Peer Quality review, Finalizing (formatting, sign & seal) Geotechnical Report and distribution. All references to "Drilling Rig Access Clearing" and Backhoe charges are hereby deleted and of no effect. Such services are** provided pursuant to this agreement which have been authorized by an Official Purchase Order signed by the Webb County Purchasing Agent. The County Auditor will only authorize payment for the goods/services described on the Official Purchase Order unless otherwise permitted by law or the Webb County Purchasing Policy. Further, compensation for unauthorized change orders will not be paid by Webb County. Only change orders authorized by the Purchasing Agent through an Official Purchase Order will be paid once all goods are received and/or services completed. No other County Official, employee, officer or Elected Official is authorized to approve purchases and/or changes to purchase orders unless approved by the Webb County Purchasing Agent.

Paragraph 2: The parties agree that the foregoing amendment (with the bracketed strikethrough language no longer being in effect and the underscored italicized language being effective) shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract which are hereby ratified by the parties and remain in full force and effect, with the exception of the parts or provisions of the contract which have been modified by this amendment or prior amendments.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the dates set forth below.

[Remainder of page intentional left blank]

WEBB COUNTY

TERRACON CONSULTANTS, INC.

Tano E. Tijerina
Webb County Judge

Arturo Barrera, P.E./Off. Mgr. for:
Mike T. Ghazawi, P.E.
Senior Principal

Date: _____

Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).