

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**SECOND AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS SECOND AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and HTS, Inc. Consultants, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on October 10, 2017 pursuant to SOQ 14-025, (hereinafter "Agreement"), as amended by document executed on May 1, 2018, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to allow Contractor to provide additional Services and extend the Time of Performance under the Agreement.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed seven thousand dollars and no/100 (\$7,000.00) to perform the additional Services, as described in Contractor's Proposal No. 19-20-1787 dated March 12, 2019 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed seventy-one thousand six hundred twenty-four dollars and 55/100 (\$71,624.55), authorized as follows:  
    \$39,624.55 under the Agreement  
    \$25,000.00 under the Amendment; and  
    \$7,000.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. The parties hereby agree that the terms and conditions of the Agreement have remained in effect, and the Time of Performance under the Agreement shall hereby be extended to end no later than June 12, 2022.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

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.

FORT BEND COUNTY

HTS, INC CONSULTANTS

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

  
John Territo, III, Vice President CMT


\_\_\_\_\_  
Date

4/18/19  
Date

ATTEST:

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

APPROVED:

  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

#### 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 contract.

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

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# EXHIBIT A

HTS, Inc. Consultants  
416 Pickering Street, Houston, TX, 77091  
www.htshouston.com

Phone 713-692-8373  
Fax 713-692-8502  
Toll Free 1-800-692-TEST



*Excellence in Engineering, Consulting, Testing and Inspection*

March 12, 2019

HTS Proposal No. 19-20-1787

Fort Bend County  
301 Jackson Street  
Richmond, TX 77469

Attn: **Mr. Vincent Jacob**  
RE: **Cost Estimate for  
Construction Materials Testing Services  
Ladonia Street - Additional Testing  
Concrete Paving Repairs**

Dear Mr. Jacob:

#### **1.0 INTRODUCTION**

HTS, Inc. Consultants appreciates the opportunity to present this proposal to Fort Bend County to provide Construction Materials Testing at the above referenced site.

#### **2.0 SCOPE OF WORK**

It is our understanding that construction materials testing and inspection services will include the following services:

- compaction testing of inplace paving subgrade,
- inspection and testing of fresh concrete, and
- compressive strength testing of concrete test cylinders (7 and 28 days).

### 3.0 ESTIMATED COST

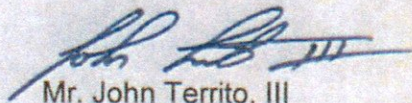
HTS proposed estimate cost to complete the scope of work as defined above is **\$7,000.00**. The estimate is based on the best possible weather and progress for this project. If estimate is not adequate to cover all necessary testing, additional funds will be requested and testing will not progress without authorization from the client. Fees for our services will be charged based on the unit rates provided in the attached fee schedule. Any additional or unforeseen testing required will be charged based on our standard HTS, Inc. Consultants fee schedule.

### 4.0 CLOSING REMARKS

We appreciate the opportunity to present this proposal and would be pleased to discuss the contents of this proposal with you at your convenience. Your approval of this proposal and your approval of our proceeding with the work may be indicated by your signing this proposal. We request that an executed copy of the proposal be provided to HTS.

If you have any questions or require additional information, please contact me at your convenience at (713) 692-8373.

Sincerely,  
**HTS, Inc. Consultants**




Mr. John Territo, III  
Vice President CMT  
Construction Services



**COST ESTIMATE FOR  
 Ladonia Street - Additional Testing  
 Concrete Paving Repairs**


Description of Services	Qty	ASTM	TxDOT	Rate	Unit	Price
<b>Concrete</b>						
Cylinder Test, Compressive Strength	60	C39		\$ 15.00	Each	\$ 900.00
<i>Sub-total for Concrete</i>						\$ 900.00
<b>Personnel</b>						
Technician, (4 Hr. Minimum)	85			\$ 43.00	Hour	\$ 3,655.00
Technician, OT	10			\$ 64.50	Hour	\$ 645.00
Vehicle / Trip Charge	20			\$ 60.00	Day	\$ 1,200.00
<i>Sub-total for Personnel</i>						\$ 5,500.00
<b>Soil</b>						
Nuclear Density Gauge Rental	10			\$ 60.00	Each	\$ 600.00
<i>Sub-total for Soil</i>						\$ 600.00
<b>Total Cost Estimate</b>						<b>\$ 7,000.00</b>

Presented by:  
 HTS, Inc. Consultants

  
 \_\_\_\_\_  
 Mr. John Territo, III  
 Vice President CMT  
 3/12/2019

Accepted by:  
 Fort Bend County

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title

  
 4/4/2019



**COST ESTIMATE FOR  
Ladonia Street - Additional Testing  
Concrete Paving Repairs**

**Contract Terms and Conditions**

This proposal will remain in effect for six (6) months from the issue date. If the proposal has been approved and return to HTS within the above time period; the rates listed shall be effective for one (1) year. If the project has not commenced in that time period HTS will issue a revised proposal for approval.

Field Engineer and Technician overtime rates of 1-1/2 times the standard rate will be charged for time in excess of eight (8) hours per day and/or all hours worked on Saturday, Sunday, and/or Holidays.

For Field Testing/inspection services requiring the use of a vehicle for travel to and from the job site, use on the job site, or other project related travel; a \$60.00 vehicle/day will be charged; unless otherwise stated in the proposal Cost Estimate.

All testing/inspection result reports requiring a Professional Engineer's review and/or seal will be charged at the "Project Engineer, PE" hourly rate with a time charge of .10 hours per report; unless otherwise stated in the proposal Cost Estimate. Prices for testing/inspection services not listed herein, will be furnished upon request and will require a "change order" to be approved, prior to any additional testing/inspection services.

HTS will provide testing/inspection result reports to all person(s) as requested by the client. No person(s) and/or Company(ies) shall receive testing/inspection result reports copies unless authorized, in advance, by the Client. Exception to this statement: copies of cement/concrete compressive strength result reports shall be sent to the Cement/Concrete Supplier for use in Mix Design approval. Should the Client not wish for this information to be shared with the Cement/Concrete Supplier; they will need to notify the HTS Project Manager in writing.

HTS shall send an invoice; itemized by line item with back-up copies of testing/inspection result reports, in "hard copy", to the Client monthly. Should the Client need said invoice to be "electronic", that request will need to be sent, in writing to the HTS Project Manager. HTS, will continue to send the "hard copy" unless notified by the Client.

Invoice payment will be required "NET 60"; unless otherwise agreed upon under MSA contract. Should payment laps and/or extend to over 90 days, testing/inspection result reports will be held and no further technician dispatching will be allowed until such time as the payment is brought current.

All testing/inspection projects with a total budget of less than \$1,000.00 will require an advance credit card authorization and/or advanced payment by check. No testing/inspection result reports will be distributed until payment has been satisfied. HTS accepts MasterCard and Visa only.

HTS will perform ASTM C31, with the exception of field curing. HTS, Inc. will not provide curing, refrigeration, heating, and/or environmental control devices, and boxes unless provided by the Client or his representative or negotiation by contract between the Client and HTS.

To insure a technician dispatch must be notified by 3PM the day before.



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

**MEMORANDUM**

May 14, 2019

**TO: Members of the Commissioners Court**  
**RE: Second Amendment**  
**Ladonia, Project No. 13107**

The amount of this amendment is \$7,000. Funds in the amount of \$44,576.12 will be transferred from Old Needville Fairchilds, Project No. 17109 to balance the project deficit.

No.	Project	Proposed Transfer
17109	Old Needville Fairchilds	\$44,576.12
<b>TOTAL:</b>		<b>\$44,576.12</b>