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SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES

(Pin Oak Right Turn Lane - Project No. 17322x)

THIS SECOND AMENDMENT (“Second Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Raba Kistner, Inc. (“Contractor”), a Texas corporation. County and Contractor are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement on March 25, 2022 (the "Agreement") for construction materials observation and testing services for the Pin Oak right turn lane under Mobility Bond Project No. 17322x pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended November 22, 2022 (the “First Amendment”); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended and modified as follows:

1. **Scope of Services.** County shall pay Contractor an additional Three Thousand Seven Hundred Thirty Three and 00/100 Dollars (\$3,733.00) for the performance and completion of additional services as described in Contractor's August 16, 2023 Estimate (the "Services") attached hereto as Exhibit "A-2" and incorporated by reference for all intents and purposes.
2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Fifteen Thousand Six Hundred Sixty Four and 00/100 Dollars (\$15,664.00) authorized as follows:

\$6,553.00 under the Agreement
\$5,378.00 under the First Amendment
\$3,733.00 under this Second Amendment

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 Fifteen Thousand Six Hundred Sixty Four and 00/100 Dollars (\$15,664.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Fifteen Thousand Six Hundred Sixty Four and 00/100 Dollars (\$15,664.00).

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, Contractor hereby verifies that Contractor 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, 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.
- C. 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.
- D. 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.

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, CONTRACTOR 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, as amended, 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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

RABA KISTNER, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Martin Vila

Authorized Agent- Printed Name

ATTEST:

Senior Vice President

Title

10/30/2023

Date

Laura Richard, County Clerk

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 Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

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EXHIBIT A-2

(Contractor's August 16, 023 Estimate Follows Behind)

AMENDED AGREEMENT FORM No. 2

Project Name: Pin Oak Road Right Turn Lane

AS AN ADDITION TO THE FOLLOWING AGREEMENTS:

- COUNTY OF FORT BEND AGREEMENT FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES – Accepted February 2022
- AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES – Accepted October 2022

WE HEREBY AUTHORIZE RABA KISTNER, INC. (RK), TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

Increase current testing budget (\$11,931) by an additional **\$3,733.00**. This represents the estimated amount for additional work that may be related to any modifications or adjustments to the project scope or the layout of the design.

AMENDED BUDGET NO. 1: **\$11,931.00** (AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES – Accepted October 2022)

AMENDED BUDGET NO. 2: **\$3,733.00** (Raba Kistner AMENDED AGREEMENT FORM NO. 2 – August 16, 2023)

TOTAL REVISED AMOUNT: **\$15,664.00**

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

SIGNATURE:	X	DATE:	
PRINTED NAME:	Mr. A. Ike Akinwande, P.E., S.E., MLSE		
COMPANY NAME:	Fort Bend County Engineering Department		
COMPANY ADDRESS:	301 Jackson Street, 4th Floor		
CITY, STATE, ZIP:	Richmond, Texas 77469		
PHONE NUMBER:	281-633-7506	FAX NUMBER:	Not Provided
E-MAIL:	ike.akinwande@fortbendcountytexas.gov		

RABA KISTNER, INC.

Harry Vila

for: Martin Vila, P.E., F. ASCE
Senior Vice President
MV

Copies Submitted: Above (1)

Attachments: I – Cost Estimate for Additional Testing Services

 San Antonio • Austin • Brownsville • Dallas • Freeport • Houston • McAllen • Florida • Nebraska • Utah • Mexico



Attachment I
Cost Estimate for Additional Testing Services
Pin Oak Road Right Turn Lane

	<u>Qty</u>		<u>Rate</u>	<u>Unit</u>		<u>Amount</u>
Task 1: Soils - Compaction testing of any paving subgrade						
(1 site visit)						
Labor:						
109000 Technician	6	x	\$65.00	/ Hr	=	\$390.00
150000 Vehicle Charge	1	x	\$60.00	/ Trip	=	\$60.00
951000 Nuclear Density Equipment Rental	1	x	\$50.00	/ Trip	=	\$50.00
Task 1 Total						\$500.00
Task 2: Concrete - Rebar Observation, pier for traffic signal and paving						
(4 site visits and 3 cylinder pickup)						
Labor:						
109000 Technician	24	x	\$65.00	/ Hr	=	\$1,560.00
109010 Technician OT	6	x	\$97.50	/ Hr	=	\$585.00
150000 Vehicle Charge	7	x	\$50.00	/ Trip	=	\$350.00
300000 Concrete Mix Design Inspection and Testing: (spec. frequency: 4 cylinders per 100 CY)						
301000 Cylinders Test (ASTM C-39) incl. Hold	20	x	\$20.00	/ Ea	=	\$400.00
Task 2 Total						\$2,895.00
Task 3: Professional Services (project management: report review, attending meetings, etc.)						
10300 Project Engineer, P.E./Geologist P.G.	1	x	\$149.00	/ Hr	=	\$149.00
11500 Engineering Assistant	3	x	\$60.00	/ Hr	=	\$189.00
Task 3 Total						\$338.00
TOTAL						\$3,733.00

