STATE OF TEXAS §

COUNTY OF FORT BEND §

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Amendment ("Amendment") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Geoscience Engineering & Testing, Inc. ("GETI"), a Texas corporation. County and GETI may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the Parties previously entered into that certain agreement on or about January 9, 2024 (the "Agreement") for Materials Testing and Inspection Services for the Aliana Pavement Rehabilitation under Mobility Bond Project No. 20321x; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide for additional services and to increase the total Maximum Compensation for the completion of such services 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 as follows:

- 1. **Compensation**. County shall pay GETI an additional Eighteen Thousand Eight Hundred Thirty-Nine and 51/100 Dollars (\$18,839.51) for the performance and completion of additional services as described in GETI's Proposal (the "Services") attached hereto as "Exhibit A-1" 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 Forty-Five Thousand Nine Hundred Eighty-Five and 51/100 Dollars (\$45,985.51) authorized as follows:

\$27,146.00 under the Agreement; and \$18,839.51 under this First 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 Forty-Five Thousand Nine Hundred Eighty-Five and 51/100 Dollars (\$45,985.51) 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 Forty-Five Thousand Nine Hundred Eighty-Five and 51/100 Dollars (\$45,985.51).

- 3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
- 4. **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.
- 5. **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 First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

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FORT BEND COUNTY, TEXAS	GEOSCIENCE ENGINEERING & TESTING, INC.
	Or
KP George, County Judge	Authorized Agent – Signature
	Telfryn L. John, PE
Date	Authorized Agent- Printed Name
	President / Principal Engineer
ATTEST:	Title
	October 17, 2024
Laura Richard, County Clerk	Date
APPROVED: J. Stacy Slawinski, P.E., County Engineer	
AUDITOI	R'S CERTIFICATE
I hereby certify that funds are avai accomplish and pay the obligation of Fort Be	
	Robert E. Sturdivant, County Auditor

 $i:\agreements\2024\ agreements\purchasing\engineering\geoscience\ engineering\ \&\ testing,\ inc.\ (23-eng-101091-a1)\1st\ amendment\ to\ professional\ engineering\ services\ agreement\ --\ geti\ --\ aliana\ pavement\ rehab\ (20321x).docx\ (DRP\ 09.26.24)$

EXHIBIT A-1

(GETI's Proposal Follows Behind)



405 E. 20th Street Houston, Texas 77008 713.861.9700 713.861.4477 Fax

HOUSTON THE WOODLANDS

Fort Bend County Engineering Department C/O LJA Engineering 3600 W Sam Houston Parkway S, Suite 600 Houston, TX 77042 Robert McBride, P.E. 713-953-5065 rmcbride@lja.com

Reference: Proposed Construction Materials Testing Scope and Fee Estimate

Aliana Pavement Rehabilitation

Aliana, TX 77407

GETI Proposal No. 23111

Attention: Bob Baker

Geoscience Engineering & Testing, Inc., (GETI) is requesting an increase to our original contract in the amount of \$18,839.51. This will bring our contract from \$27,146.00 to \$45,985.51; this amount covers the amount of overage. This is due to contractors' schedules and areas requiring additional testing and rework. We apologize for the oversight as we pride ourselves in our ability to accurately estimate the cost of our services for a project. If anything additional is needed please feel free to reach out.

Respectfully Submitted,
Geoscience Engineering & Testing, Inc.

James Taylor (Branch Manager