

STATE OF TEXAS §  
COUNTY OF FORT BEND §

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

This First Amendment (“First Amendment”) is made and 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 company. County and Consultant 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 23, 2024 (the “Agreement”) for certain professional engineering services, including construction materials observation and testing on an “on call” basis for the construction of paving and improvements to Needville-Fairchilds Road, under Fort Bend County Project No. 20110; and

WHEREAS, by execution of this First 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 Contractor an additional Twenty-Five Thousand Nine Hundred Ninety-Eight and 00/100 Dollars (\$25,998.00) for the performance and completion of additional services as described in Contractor’s Proposal dated September 17, 2024 (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 Three Hundred Ninety-Three and 00/100 Dollars (\$45,393.00) authorized as follows:

\$19,395.00 under the Agreement; and  
\$25,998.00 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 Three Hundred Ninety-Three and 00/100 Dollars (\$45,393.00) 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 Forty-Five Thousand Three Hundred Ninety-Three and 00/100 Dollars (\$45,393.00).

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}**

**{Remainder of Page Intentionally Left Blank}**

**FORT BEND COUNTY, TEXAS**

**RABA KISTNER, INC.**

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

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Martin Vila, P.E.  
\_\_\_\_\_  
Authorized Agent- Printed Name

**ATTEST:**

\_\_\_\_\_  
Senior Vice President  
\_\_\_\_\_  
Title

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

11/04/2024  
\_\_\_\_\_  
Date

**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

i:\agreements\2024 agreements\engineering\raba kistner, inc. (24-eng-100170-a1)\first amendment to agreement for professional engineering services (needville-fairchilds road--project no. 20110).docx (DRP 10.29.24)

# **EXHIBIT A-1**

(Contractor's Proposal Follows Behind)

### AMENDED AGREEMENT FORM NO. 1

Project Name: Rural Intersee Needsville-Fairchild

#### AS AN ADDITION TO THE FOLLOWING AGREEMENT:

- Executed Raba Kistner, Inc. Proposal No. PHD23-182-00 dated September 26, 2023

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

Increase budget amount by \$25,998.0 for earthwork, Concrete testing task, and Asphalt testing. This will include materials observation and testing for the soil's subgrade, fill compaction, concrete, and asphalt.

**ORIGINAL APPROVED AMOUNT:** \$19,395.00 (RKI Proposal dated 9/26/2023)

**ADDITIONAL ESTIMATED NTE AMOUNT:** \$25,998.00 (Attachment I)

**TOTAL REVISED AMOUNT:** **\$45,393.00**

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.

<b>SIGNATURE:</b>	X	<b>DATE:</b>	<u>9/17/2024</u>
<b>PRINTED NAME:</b>	Stacy Slawinski		
<b>COMPANY NAME:</b>	Fort Bend County		
<b>COMPANY ADDRESS:</b>	301 Jackson St – 4 <sup>th</sup> Floor		
<b>CITY, STATE, ZIP:</b>	Richmond, Texas 77469		
<b>PHONE NUMBER:</b>		<b>FAX NUMBER:</b>	Not Provided
<b>E-MAIL:</b>	stacy.slawinski@fortbendcountytexas.gov		

**RABA KISTNER, INC.**

*Ali Beheshti*

Ali Beheshti  
Project Manager

Copies Submitted: Above (1)

Attachments: 1 – Cost Estimate to Complete Testing Services

Attachment II  
**Cost Breakdown for**  
**Fort Bend County**  
**Fort Bend County 20110 Needsville Intersections**  
**Proposal No. PHD23-182-00**

	<u>Qty</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
<b>Task 1: Soils - Site Grading, Paving Subgrade and Utility Trench Backfill</b>				
<b>(Assume 6 Site Vists and 4 Sample Pickups)</b>				
<b>Labor:</b>				
109000 Technician	70	x \$65.00	/ Hr	= \$4,550.00
109010 Technician OT	15	x \$97.50	/ Hr	= \$1,462.50
150000 Vehicle Charge	17	x \$95.00	/ Day	= \$1,615.00
<b>90000 Soils Tests</b>				
90100 Liquid and Plastic Limits	2	x \$71.00	/ Ea	= \$142.00
90600 Percent Passing #200 Sieve (ASTM D-1120)	2	x \$55.00	/ Ea	= \$110.00
92300 OMD Standard Compaction (ASTM D-698)	2	x \$231.00	/ Ea	= \$462.00
941000 Compressive Strength of C.S.S.	1	x \$81.00	/ Ea	= \$81.00
94500 OMD Lime or Cement Stabilized Soil	3	x \$256.00	/ Ea	= \$768.00
95100 Nuclear Density Equipment Rental	11	x \$95.00	/ Day	= \$1,045.00
<b>Task 1 Total</b>				<b><u>\$10,235.50</u></b>
<b>Task 2: Concrete - Ditches</b>				
<b>(Assume 2 Site Vists and 2 Sample Pickups)</b>				
<b>Labor:</b>				
109000 Technician	20	x \$65.00	/ Hr	= \$1,300.00
109010 Technician OT	5	x \$97.50	/ Hr	= \$487.50
150000 Vehicle Charge	5	x \$95.00	/ Day	= \$475.00
<b>30000 Concrete Mix Design Inspection and Testing: (spec. frequency: 4 cylinders per 100 CY)</b>				
30100 Cylinders Test (ASTM C-39) incl. Hold	20	x \$20.00	/ Ea	= \$400.00
<b>Task 2 Total</b>				<b><u>\$2,662.50</u></b>
<b>Task 3: Asphalt Paving</b>				
<b>(Assume 5 Site Vists and 5 Sample Pickups)</b>				
<b>Labor:</b>				
109000 Technician	60	x \$65.00	/ Hr	= \$3,900.00
109010 Technician OT	10	x \$97.50	/ Hr	= \$975.00
150000 Vehicle Charge	14	x \$95.00	/ Day	= \$1,330.00
<b>40000 HMAC</b>				
405000 Extraction/Gradation	6	x \$230.00	/ Ea	= \$1,380.00
406000 Specific Gravity	6	x \$82.00	/ Ea	= \$492.00
407000 HVEEM Stability	6	x \$108.00	/ Set	= \$648.00
408000 Bulk Density - Lab Molded or Cores	6	x \$61.00	/ Set	= \$366.00
410000 Maximum Theoretical Specific Gravity	6	x \$103.00	/ Ea	= \$618.00
<b>Task 3 Total</b>				<b><u>\$9,709.00</u></b>
<b>Task 4: Professional Services (project management: report review, admin/clerical, meetings, etc.)</b>				
Project Administration Fee (15% Basic Charge)				= \$3,391.05
<b>Task 4 Total</b>				<b><u>\$3,391.05</u></b>
 <b>TOTAL</b>				 <b><u>\$25,998.05</u></b>

Remarks: A minimum of 4 hours is applicable for all field services. An overtime rate of 1.5 times

the hourly rate will be charged for any hours worked over 8 per day or any hour worked on Saturday, Sunday or Holidays.

Unless specifically requested, min/max temperatures will not be recorded (ASTM 31 10.1.2)