

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS 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 All-Terra Engineering, Inc., (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 May 23, 2023, for construction materials engineering and testing services concerning Front Street under 2020 Mobility Bond Project No. x18, pursuant to SOQ 14-025, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for additional professional engineering services to be provided and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional amount not to exceed twenty-six thousand seven hundred ninety-five and 00/100 dollars (\$26,795.00) to perform the additional Services, as described in Contractor's Proposal dated November 13, 2024, attached hereto as Exhibit "A-1" 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 one hundred thirty thousand seven hundred fifty-five and 00/100 dollars (\$130,755.00), authorized as follows:

 \$103,960.00 under the Agreement; and
 \$ 26,795.00 under this 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 a written agreement executed by the parties.

4. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

Except as provided herein, all terms and conditions of the Agreement 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

ALL-TERRA ENGINEERING, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

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

APPROVED AS TO LEGAL FORM:

Darius R. Porter
Assistant County Attorney
General Counsel Division

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

Attachment:

Exhibit A-1 – Contractor's Proposal – November 13, 2024

I:\AGREEMENTS\2025 Agreements\Engineering\All-Terra Engineering, Inc. (23-Eng-100754-A1)\Amendment to Agreement for Professional Engineering Services -- All-Terra Engineering, Inc..docx. (DRP 02.28.25)

EXHIBIT A-1

**ALL-TERRA ENGINEERING, INC.****GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING**

6200 Rothway St., Houston Texas 77040 Tel. 713.574.2371 Fax. 713.574.2372

BUDGET ESTIMATE**FOR CONSTRUCTION MATERIALS TESTING SERVICES***Front Street X18 (Richmond Parkway)**City of Richmond, Fort Bend County, Texas***ALL-TERRA PROPOSAL NO. APC23-1091 (Additional)**

Service	Quantity	Unit	Unit Rate	Estimate
SITE WORK OBSERVATION AND TESTING				
Earthwork Observation and Testing (Storm sewers & sanitary sewers, waterlines, subgrade, stabilization, lime depth, ...)				
Engineering Technician (NICET III)	0	hour	\$100.00	\$0.00
Engineering Technician (NICET II)(30 days)	240	hour	\$65.00	\$15,600.00
Engineering Technician (Overtime)	40	hour	\$97.50	\$3,900.00
Vehicle Charge	30	day	\$55.00	\$1,650.00
Nuclear Density Gauge	30	day	\$80.00	\$2,400.00
Moisture Density Relationship (ASTM D698/D558)	1	each	\$165.00	\$165.00
Atterberg Limits (ASTM D4318)	1	each	\$55.00	\$55.00
Percent Passing -200 Sieve (ASTM D1140)	1	each	\$50.00	\$50.00
Compressive Strength of CSS (ASTM 1633)	8	each	\$50.00	\$400.00
Sub-total				\$24,220.00
Cast-in-Place Concrete Observation and Testing (slump, air content, concrete temperature, cast specimen...)				
Engineering Technician (NICET II or ACI 1)	16	hour	\$65.00	\$1,040.00
Engineering Technician (Overtime)	0	hour	\$97.50	\$0.00
Vehicle Charge	2	day	\$55.00	\$110.00
Concrete Test Cylinders (ASTM C39)	20	each	\$15.00	\$300.00
Sub-total				\$1,450.00
Asphalt Observation and Testing (Monitor of rolling patterns, proof rolling, compaction)				
Engineering Technician	0	hour	\$65.00	\$0.00
Engineering Technician (Overtime)	0	hour	\$97.50	\$0.00
Vehicle Charge	0	day	\$55.00	\$0.00
Nuclear Density Gauge	0	day	\$80.00	\$0.00
Extraction/ Gradation (TEX 210F)	0	each	\$174.00	\$0.00
Specific Gravity (ASTM D2041)	0	each	\$62.00	\$0.00
HVEEM Stability (TEX 208F)	0	each	\$82.00	\$0.00
Molded Specimens (3 per set) (TEX 207F)	0	each	\$46.00	\$0.00
Bulk Density	0	each	\$174.00	\$0.00
Asphalt Coring	0	each	\$90.00	\$0.00
Sub-total				\$0.00
ADMINISTRATION				
Project Manager (P.E.)	5	hour	\$225.00	\$1,125.00
Original Agreement Amount				\$103,960.00
Estimated Additional Funds Required X18&X18A	1	each	\$26,795.00	\$26,795.00
Estimated Project Total				\$130,755.00

NOTES:

i) All services are billed portal to portal.