

STATE OF TEXAS                §  
COUNTY OF FORT BEND      §

**FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS TESTING SERVICES**

(Chimney Rock – Project No. 17202/20202 pursuant SOQ 14-025)

THIS FIRST AMENDMENT ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Geotest Engineering, 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 for Construction Materials Testing Services on July 27, 2021 (the "Agreement") to provide construction materials testing services for Chimney Rock under Mobility Bond Project No. 17202/20202, pursuant to SOQ 14-025; and

WHEREAS, the Agreement, as amended, is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement is for professional services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code; and

WHEREAS, by execution of this First 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 as follows:

1. **Scope of Services.** County shall pay Contractor an additional One Hundred Eighteen Thousand Seven Hundred Seventy-Three and 00/100 Dollars (\$118,773.00) for the performance and completion of additional services provided in the Contractor's Proposal dated April 30, 2025, attached hereto as Exhibit "A-1" (the "Services") 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 Four Hundred Thirty-Nine Thousand Seven Hundred Forty-Five and 00/100 Dollars (\$439,745.00) authorized as follows:

\$320,972.00 under the Agreement; and  
\$118,773.00 under this First Amendment.

In no event shall the amount paid by County under this Agreement, as amended, 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, as amended, that County shall have available the total maximum sum of \$439,745.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, as amended, 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, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$439,745.00.

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 First Amendment 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 First Amendment 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 First Amendment 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, as amended.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, 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 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.
7. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this First Amendment on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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**FORT BEND COUNTY, TEXAS**

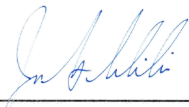
\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED:

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

**GEOTEST ENGINEERING, INC.**

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

\_\_\_\_\_  
Madhu R. Munirathnam, P.E.

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
June 10, 2025

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of the Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

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# **EXHIBIT A-1**

(Scope of Work Follows Behind)



# GEOTEST ENGINEERING, INC.

*Geotechnical Engineers & Materials Testing*

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

April 30, 2025

Mr. Jonathan Griffin, P.E.  
Senior Project Manager  
Tetra Tech  
[jonathan.griffin@tetrattech.com](mailto:jonathan.griffin@tetrattech.com)

**Re: Revised Budget Addendum Letter  
Chimney Rock Project**

Dear Sir,

The earlier allocated budget amount for Geotest Engineering for the referenced project is \$320,972.00. We anticipate additional billing for Segment 2 of this project. Based on the drawings & specifications, we request you grant \$118,773.00 additional funds, to perform the material testing services and which will increase the total budget to \$439,745.00. This anticipated requested additional budget will be the best estimate to complete the project. A worksheet with the breakdown of quantities is included with this letter for your convenience.

Very truly yours,  
**GEOTEST ENGINEERING, INC.**

Madhu R. Munirathnam, P.E.  
TBPE Registration No. F-410

04/30/25

**GEOTEST ENGINEERING, INC.**  
5600 Bintliff Drive Houston, Texas 77036 Tel (713) 266-0588

**CONSTRUCTION MATERIALS COST ESTIMATE**  
**CHIMNEY ROCK ROAD CONSTRUCTION FROM AMERICAN CANAL TO McHARD ROAD**  
**SEGMENT TWO - PROJECT NO. 20202**

	<u>Quantity</u>	<u>Unit Rate</u>		<u>Amount</u>
<b>PERSONNEL</b>				
010100 Project Manager, P.E. (Report Review & Precon)	30	\$180.00 / Hr	=	\$5,400.00
10700 Technician	1216	\$60.00 / Hr	=	\$72,960.00
10701 Technician (OT)	120	\$90.00 / Hr	=	\$10,800.00
15000 Vehicle Charge	152	\$65.00 / Trip	=	\$9,880.00
		<b>Sub total</b>		<b>\$99,040.00</b>
<b>PORTLAND CEMENT CONCRETE</b>				
30100 Compressive Str. (Cylinder) (C-39)	316	\$17.00 / Ea	=	\$5,372.00
		<b>Sub total</b>		<b>\$5,372.00</b>
<b>SOILS</b>				
90100 Liquid & Plastic Limits (D 4318)	11	\$62.00 / Ea	=	\$682.00
90600 Percent Passing #200 Sieve (D 1140)	11	\$48.00 / Ea	=	\$528.00
92300 OMD Standard Compaction (D 698, TEX 114 E)	11	\$204.00 / Ea	=	\$2,244.00
92800 Optimum Lime Content - PI Method	3	\$242.00 / Ea	=	\$726.00
95101 Nuclear Density Gauge (D 6938)	139	\$55.00 / Day	=	\$7,645.00
		<b>Sub total</b>		<b>\$11,825.00</b>
<b>TREATED SOILS</b>				
94100 Cement Sand Compressive Str. (D 1633)	12	\$71.00 / Ea	=	\$852.00
94300 Sieve Analysis (C 136)_Base Material	1	\$95.00 / Ea	=	\$95.00
94500 OMD Strength Compaction, Treated (D 698)	6	\$225.00 / Ea	=	\$1,350.00
94600 OMD Strength Compaction, Treated (D 1557)	1	\$239.00 / Ea	=	\$239.00
		<b>Sub total</b>		<b>\$2,536.00</b>
		<b>TOTAL</b>		<b>\$118,773.00</b>

**NOTE:**

- 1) Overtime rate of 1.5 times the appropriate hourly rate is applicable for all hourly employees for any hours as noted below:
  - 1 a. Worked before 6:00 a.m. or after 6:00 p.m. Monday through Friday,
  - 1 b. Any hours worked on Saturday, Sunday, or Holiday,
  - 1 c. Over 8 hours/day.
- 2) A minimum of 4 hours will be charged at the applicable rate for all technician/inspector services.