



In no event shall the amount paid by County under this Agreement, as amended, exceed the Maximum Compensation without a County approved change order. Consultant 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 \$27,649.63 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement, as amended.

Consultant 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 Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant under the Agreement, as amended, shall not under any conditions, circumstances, or interpretations thereof exceed \$27,649.63.

4. **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, Consultant hereby verifies that Consultant 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, Consultant 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, Consultant 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, Consultant 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.

5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement, as amended.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, CONSULTANT 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.
7. **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.
8. **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.

{Execution Page Follows}

**FORT BEND COUNTY, TEXAS**

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

\_\_\_\_\_  
Date

ATTEST:

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

**APPROVED:**

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

**ASSOCIATED TESTING LABORATORIES, INC.**

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

Priti Singh  
\_\_\_\_\_  
Authorized Agent- Printed Name

CEO  
\_\_\_\_\_  
Title

2/4/2026  
\_\_\_\_\_  
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

# **EXHIBIT A-1**

(Follows Behind)

Mark C. Dessens, P.E.  
Schaumburg & Polk, Inc.  
11767 Katy Freeway, Suite 900  
Houston, TX 77079

Email: mdessens@spi-eng.com

Project: Sidewalk Improvements for Precinct 1 and 4  
Project No.: 20308 | Bid No.: 23-014  
Original Proposal Date: December 8, 2022

## Background

Associated Testing Laboratories, Inc. (ATL) submitted a cost estimate dated December 8, 2022, for construction materials testing services related to the Sidewalk Improvements for Precincts 1 and 4 project. The original proposed amount was \$17,285.00, which was based on the quantities and scope of work defined in the original construction documents available at that time.

## Reason for Change Order

During the course of construction, additional scope of work was added and testing services were requested beyond the original estimated quantities. These additional services occurred beginning in October 2024 and continued through 2025. The expanded scope required increased soil and concrete testing, extended field time, and additional laboratory services that were not anticipated in the original estimate.

## Cost Impact

The original estimated amount of \$17,285.00 was fully expended and was insufficient to cover the total testing services provided for the added scope of work. As a result, outstanding invoices remain unpaid for services already completed.

Additional funds in the amount of \$10,364.63 are required to cover the outstanding invoices associated with the additional testing services provided between October 2024 and 2025.

## Summary of Cost Adjustment

Original Contract Amount	\$17,285.00
Additional Funds Requested	\$10,364.63
Revised Total Contract Amount	\$27,649.63

## Conclusion

This change order request is submitted to reconcile the cost of testing services already performed in response to additional project requirements. Approval of this change order will allow ATL to be properly compensated for the completed work and to continue supporting the project as needed.

Sincerely,  
**Associated Testing Laboratories, Inc.**



Tiffany Price  
Operations Manager

Description	Quantity	Rate	Units	Amount
<b>PERSONNEL</b>				
Senior Technician Concrete	36.77	\$65.00	Hour	\$2,390.25
Senior Technician Concrete OT	3.25	\$97.50	Hour	\$316.88
Senior Technician Soils	32.50	\$95.00	Hour	\$3,087.50
Sr. Engineer, PE	8.00	\$123.00	Hour	\$984.00
Vehicle Charge	21.00	\$100.00	Trip	\$2,100.00
<b>Subtotal:</b>			<b>\$8,878.63</b>	
<b>SOIL TESTING</b>				
OMD Lime or Cement Stabilized Soil	1.00	\$247.00	Each	\$247.00
CSS Compressive Strength	4.00	\$81.00	Each	\$324.00
Nuclear Density Gauge	5.00	\$75.00	Day	\$375.00
<b>Subtotal:</b>			<b>\$946.00</b>	
<b>CONCRETE</b>				
Concrete Cylinders	36.00	\$15.00	Each	\$540.00
<b>Subtotal:</b>			<b>\$540.00</b>	
<b>Change Order Amount</b>			<b>\$10,364.63</b>	
<b>Original Budget Amount</b>			<b>\$17,285.00</b>	
<b>New Proposed Budget Amount</b>			<b>\$27,649.63</b>	