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## FIRST AMENDMENT TO

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter "County," and GEOTEST ENGINEERING, INC., hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

## RECITALS

WHEREAS, County and Contractor entered an agreement for the Project, Agreement for Professional Materials Testing Services dated August 2, 2012, (collectively, the "Agreement") attached hereto as Exhibit B, incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth in Contractor's proposal dated December 10, 2012, attached hereto as Exhibit A and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to read:

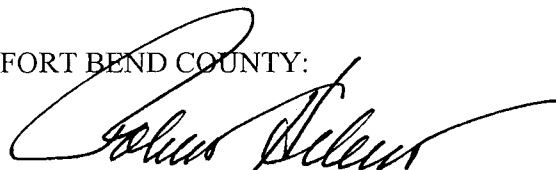
- A. An additional amount not-to-exceed \$7,750.00 shall be available for additional services provided by Contractor in connection with the Project as described in Exhibit A.
- B. Contractor's compensation for the Project shall not exceed \$55,304.00, which includes the original scope of work under the Agreement in the amount of \$47,554.00 and the additional services described in Exhibit A.
- C. Contractor shall complete the services provided under the Agreement and this First Amendment on or before December 23, 2012.
- D. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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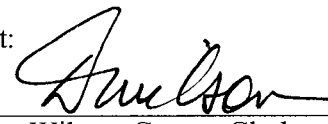
EXECUTION

This First Amendment shall become effective upon execution by County.

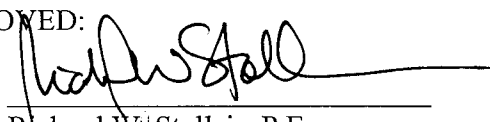
FORT BEND COUNTY:

  
Robert E. Hebert, County Judge

12-18-2012  
Date

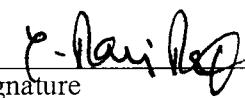
Attest:   
Dianne Wilson, County Clerk



APPROVED:  
By:   
Richard W. Stolleis, P.E.,  
County Engineer

12/14/12  
Date

CONTRACTOR: GEOTEST ENGINEERING, INC.

  
Signature

12-13-2012  
Date

Printed Name & Title : Ravi Raj Yanamandala, President

I:MER:Geotest Engineering, Inc.West Belfort.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 55,304.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

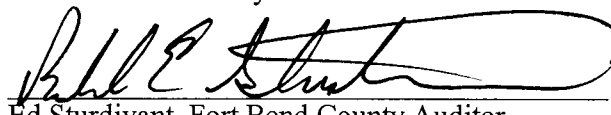
  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: December 10, 2012 Proposal from Contractor  
Exhibit B: Agreement dated August 2, 2012

Exhibit A



**GEOTEST ENGINEERING, INC.**

*Geotechnical Engineers & Materials Testing*

5620 Birchall Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

December 10, 2012

Job: 1150-3369-01

Admin Report: A69

Fort Bend County Engineering Department  
Attention: Richard W Stolleis, P.E.  
County Engineer  
P. O. Box 1449  
Rosenberg, Texas 77471

**Re: Drainage & Paving Improvements for West Belfort Road Widening**

Dear Mr. Stolleis:

The original contract amount for Geotest Engineering for the referenced project is \$42,356.00. As of December 10, 2012 billing, the amount billed is \$54,127.50. The additional billing is due to contractor's means and methods of soil compaction and concrete installation and long scheduling of work on project. Due to this unplanned additional scope of work, we request you to grant additional funds in the amount of \$ 7,750.00 which will increase the contract total to \$ 61,877.50. This requested increase will cover the overage and any future work.

We thank you for the opportunity to serve Fort Bend County and look forward to any questions or comments

Very truly yours,

**GEOTEST ENGINEERING, INC.**

Madha R. Murugatharan, P.E.  
Vice President

2208  
22-12-2012