

STATE OF TEXAS                    §  
COUNTY OF FORT BEND         §

**SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS  
OBSERVATION AND TESTING SERVICES**

**(Raba Kistner, Inc. - Mobility Bond Project No. 17118)**

THIS SECOND AMENDMENT ("Second Amendment") is 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 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 on January 5, 2021 (the “Agreement”) for construction materials observation and testing services for the Bryan Road Reconstruction Project No. 17118 under the 2017 Mobility Bond Program pursuant to SOQ 14-025; and

WHEREAS, the Agreement was subsequently amended March 1, 2022; and

WHEREAS, by execution of this Second 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 extend the time for performance.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended and modified as follows:

1. **Scope of Services.** County shall pay Contractor an additional Sixty Nine Thousand Nine Hundred and 00/100 Dollars (\$69,900.00) for the performance and completion of additional services as described in Contractor's November 21, 2022 Amended Agreement Form No. 2 (the "Services") attached hereto as Exhibit "A-2" 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 One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) authorized as follows:

\$61,100.00 under the Agreement  
\$39,000.00 under the First Amendment  
\$69,900.00 under this Second 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 One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) 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 One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County and shall end no later than 11:59 pm on December 31, 2023. Contractor shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto, within this time or within such additional time as may be extended by County.
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, 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 Agreement 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 Agreement 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 Agreement 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.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **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.
7. **Modifications and Conflict.** Except as modified herein, the Agreement, as amended, 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 Second Amendment shall prevail with regard to the conflict.

**{Execution Page Follows}**

**FORT BEND COUNTY, TEXAS**

  
County Judge KP George

KP George, County Judge

January 24, 2023

Date

APPROVED:



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

**RABA KISTNER, INC.**



Authorized Agent – Signature

Martin Vila

Authorized Agent- Printed Name

Senior Vice President

Title

01/12/2023

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 170,000.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.



Robert E. Sturdivant,  
County Auditor

# EXHIBIT A-2



Raba Kistner, Inc.  
3602 Westchase  
Houston, TX 77042  
www.rkci.com

P 713.996.8990  
F 713.996.8993  
TBPE Firm F-3257  
TBPLS Firm 10193784

## AMENDED AGREEMENT FORM NO. 2

### AS AN ADDITION TO THE FOLLOWING AGREEMENTS:

- COUNTY OF FORT BEND – AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES dated February 2022

Project Name: Bryan Road Reconstruction (County Project# 17118)

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

Increase the amended budget amount by \$69,900.00. This represents the estimated amount for the pending work, above the \$100,100.00 budget established on December 10, 2021. The budget extension is necessary primarily as a result of the contractor's means & methods of construction, and the sequencing and scheduling which increased the number of tests, trips and man hours needed to perform our services. The budget increase will also cover any additional testing needs of the project due to any changes in the project scope and increase in the project schedule.

**AMENDED BUDGET AMOUNT:** \$100,100.00 Amendment to Agreement dated February 2022)  
**ESTIMATED AMOUNT FOR WORK PENDING:** \$69,900.00 (Attachment I)  
**TOTAL REVISED AMOUNT:** \$170,000.00

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>	
<b>PRINTED NAME:</b>	Mr. A. Ike Akinwande, P.E., S.E., MLSE		
<b>COMPANY NAME:</b>	Fort Bend County Engineering Department		
<b>COMPANY ADDRESS:</b>	301 Jackson Street, 4th Floor		
<b>CITY, STATE, ZIP:</b>	Richmond, Texas 77469		
<b>PHONE NUMBER:</b>	281-633-7506	<b>FAX NUMBER:</b>	Not Provided
<b>E-MAIL:</b>	ike.akinwande@fortbendcountytexas.gov		

**RABA KISTNER, INC.**

*[Signature]*

for: Martin Vila, P.E., F. ASCE  
Senior Vice President  
MV

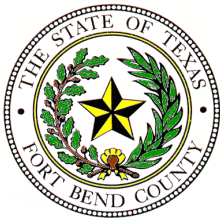
Copies Submitted: Above (1)  
Attachments: I – Cost Estimate to Complete Testing Services



Attachment I  
**Cost Estimate to Complete Testing Services**  
**Bryan Road Reconstruction**  
**AMENDED AGREEMENT FORM NO. 2**

	<u>Qty</u>		<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
<b>Task 1: Soils - Soil Sample Pickups,Paving Subgrade and Fill, Any Utility Trench backfill</b>					
<b>(approx. 68 site visits and 4 sample pickups)</b>					
<b>Labor:</b>					
10900 Technician	340	x	\$65.00	/ Hr	= \$22,100.00
10910 Technician OT	44	x	\$97.50	/ Hr	= \$4,290.00
15000 Vehicle Charge	62	x	\$60.00	/ Trip	= \$3,720.00
95100 Nuclear Density Equipment Rental	48	x	\$50.00	/ Trip	= \$2,400.00
<b>Soils Tests:</b>					
90100 Liquid and Plastic Limits	5	x	\$60.00	/ Ea	= \$300.00
90600 Percent Passing #200 Sieve (ASTM D-1120)	5	x	\$55.00	/ Ea	= \$275.00
92300 OMD Standard Compaction (ASTM D-698)	5	x	\$185.00	/ Ea	= \$925.00
94100 Compressive Strength of C.S.S.	16	x	\$71.00	/ Ea	= \$1,136.00
<b>Task 1 Total</b>					<b>\$35,146.00</b>
<b>Task 2: Concrete - Reinforcement Observation, core removal, new Paving and Paving repairs</b>					
<b>(approx. 26 site visits and 19 cylinder pickups)</b>					
<b>Labor:</b>					
10900 Technician	216	x	\$65.00	/ Hr	= \$14,040.00
10710 Technician OT	40	x	\$97.50	/ Hr	= \$3,900.00
15000 Vehicle Charge	45	x	\$60.00	/ Trip	= \$2,700.00
<b>30000 Concrete Mix Design Inspection and Testing: (spec. frequency: 5 cylinders per 100 CY)</b>					
30100 Cylinders Test (ASTM C-39) incl. Hold	120	x	\$15.00	/ Ea	= \$1,800.00
30900 Concrete Coring (4" Diameter to 6" thickness)(ASTM C-42)	20	x	\$119.00	/ Ea	= \$2,380.00
31000 Concrete Coring Additional Thickness (ASTM C-42)	20	x	\$10.00	/ Ea	= \$200.00
31200 Preparation of Core, Cap and Test (ASTM C-42)	20	x	\$89.00	/ Ea	= \$1,780.00
<b>Task 2 Total</b>					<b>\$26,800.00</b>
<b>Task 3: Asphalt - Asphalt Black Base and Type D Surface</b>					
<b>(3 site visits)</b>					
<b>Labor:</b>					
10900 Technician	24	x	\$65.00	/ Hr	= \$1,560.00
15000 Vehicle Charge	3	x	\$60.00	/ Trip	= \$180.00
95100 Nuclear Density Equipment Rental	3	x	\$50.00	/ Trip	= \$150.00
<b>Asphalt Tests:</b>					
40100 Mix Design Review	2	x	\$218.00	/Ea	= \$436.00
40500 Extraction & Gradation	3	x	\$203.00	/ Ea	= \$609.00
40600 Specific Gravity	3	x	\$72.00	/ Ea	= \$216.00
40700 HVEEM Stability	3	x	\$95.00	/ Set	= \$285.00
40800 Bulk Density - Lab Molded	3	x	\$54.00	/ Set	= \$162.00
41100 Maximum Theoretical Specific Gravity	3	x	\$91.00	/ Ea	= \$273.00
<b>Task 3 Total</b>					<b>\$3,871.00</b>
<b>Task 4: Professional Services (project management: report review, attending meetings, etc.)</b>					
10300 Project Engineer, P.E./Geologist P.G.	8	x	\$149.00	/ Hr	= \$1,192.00
11500 Engineering Assistant Hr. 60.00	48.2	x	\$60.00	/ Hr	= \$2,891.00
<b>Task 4 Total</b>					<b>\$4,083.00</b>
<b>TOTAL</b>					<b>\$69,900.00</b>





Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## MEMORANDUM

January 12, 2023

**TO: Members of the Commissioners Court**

**RE: Second Amendment  
Raba Kistner  
Bryan Road, 17118**

The amount of \$23,700 will be required to fund this Amendment. Please see below for the funding breakdown:

No.	Project	Amount
17209-12	Bellaire-Westmoor	\$21,100
17419x	Mason Road Left Turn Lanes	\$600
<b>Total</b>		<b>\$23,700</b>

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Raba Kistner, Inc.  
San Antonio, TX United States

**Certificate Number:**  
2023-971558

**Date Filed:**  
01/12/2023

**Date Acknowledged:**  
01/24/2023

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Project No. AHD20-137-00  
Construction Materials Observation and Testing Services for Bryan Road Reconstruction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)