

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 Fifteen Thousand Six Hundred Sixty Four and 00/100 Dollars (\$15,664.00) 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 Fifteen Thousand Six Hundred Sixty Four and 00/100 Dollars (\$15,664.00).

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 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.

4. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
5. **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.
6. **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

RABA KISTNER, INC.

Grady Prestage
Grady Prestage, Commissioner Precinct 2
Presiding Officer of Commissioners
Court on November 21, 2023
Date

Martin Vila
Authorized Agent – Signature

Martin Vila
Authorized Agent- Printed Name

Senior Vice President
Title

10/30/2023
Date

ATTEST:



Laura Richard
Laura Richard, County Clerk

APPROVED:

J. Stacy Slawinski

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 15,664.00 to accomplish and pay the obligation of Fort Bend County, Texas under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant,
County Auditor

EXHIBIT A-2

(Contractor's August 16, 023 Estimate Follows Behind)

AMENDED AGREEMENT FORM No. 2

Project Name: Pin Oak Road Right Turn Lane

AS AN ADDITION TO THE FOLLOWING AGREEMENTS:

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

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

Increase current testing budget (\$11,931) by an additional **\$3,733.00**. This represents the estimated amount for additional work that may be related to any modifications or adjustments to the project scope or the layout of the design.

AMENDED BUDGET NO. 1: \$11,931.00 (AMENDMENT TO AGREEMENT FOR CONSTRUCTION MATERIALS OBSERVATION AND TESTING SERVICES – Accepted October 2022)

AMENDED BUDGET NO. 2: \$3,733.00 (Raba Kistner AMENDED AGREEMENT FORM NO. 2 – August 16, 2023)

TOTAL REVISED AMOUNT: \$15,664.00

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.

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

RABA KISTNER, INC.



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

Copies Submitted: Above (1)
Attachments: 1 – Cost Estimate for Additional Testing Services



Attachment I
Cost Estimate for Additional Testing Services
Pin Oak Road Right Turn Lane

	<u>Qty</u>	<u>Rate</u>	<u>Unit</u>	<u>Amount</u>
Task 1: Soils - Compaction testing of any paving subgrade				
<i>(1 site visit)</i>				
Labor:				
109000 Technician	<u>6</u>	x \$65.00	/ Hr	= <u>\$390.00</u>
150000 Vehicle Charge	<u>1</u>	x \$60.00	/ Trip	= <u>\$60.00</u>
951000 Nuclear Density Equipment Rental	<u>1</u>	x \$50.00	/ Trip	= <u>\$50.00</u>
Task 1 Total				<u>\$500.00</u>
Task 2: Concrete - Rebar Observation, pier for traffic signal and paving				
<i>(4 site visits and 3 cylinder pickup)</i>				
Labor:				
109000 Technician	<u>24</u>	x \$65.00	/ Hr	= <u>\$1,560.00</u>
109010 Technician OT	<u>6</u>	x \$97.50	/ Hr	= <u>\$585.00</u>
150000 Vehicle Charge	<u>7</u>	x \$50.00	/ Trip	= <u>\$350.00</u>
300000 Concrete Mix Design Inspection and Testing: (spec. frequency: 4 cylinders per 100 CY)				
301000 Cylinders Test (ASTM C-39) incl. Hold	<u>20</u>	x \$20.00	/ Ea	= <u>\$400.00</u>
Task 2 Total				<u>\$2,895.00</u>
Task 3: Professional Services (project management: report review, attending meetings, etc.)				
10300 Project Engineer, P.E./Geologist P.G.	<u>1</u>	x \$149.00	/ Hr	= <u>\$149.00</u>
11500 Engineering Assistant	<u>3</u>	x \$60.00	/ Hr	= <u>\$189.00</u>
Task 3 Total				<u>\$338.00</u>
 TOTAL				 <u>\$3,733.00</u>



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**

Certificate Number:
 2023-1089164

Date Filed:
 10/30/2023

Date Acknowledged:
 11/21/2023

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

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. 17322x
 Construction Materials Observation and Testing Services for Pin Oak Right Turn Lane

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)