

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Aviles Engineering Corporation, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide construction materials testing and inspection services for the Benton Road Project No. 17110 under the Fort Bend County Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

Contractor shall render the professional construction materials testing services as described in Contractor's Proposal No. 21-22 – Revision 3 dated August 6, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

**Section 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

### **Section 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two hundred thirty-six thousand two hundred eighteen dollars and 25/100 (\$236,218.25) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

4.1 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 two hundred thirty-six thousand two hundred eighteen dollars and 25/100 (\$236,218.25) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this 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 shall not under any conditions, circumstances, or interpretations thereof exceed two hundred thirty-six thousand two hundred eighteen dollars and 25/100 (\$236,218.25).

### **Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2025. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

### **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

### **7.2 Termination for Default**

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time

of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

#### **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during

or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

### **Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

### **Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Aviles Engineering Corporation  
5790 Windfern  
Houston, Texas 77041

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Section 15. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Section 16. Standard of Care**

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### **Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

### **Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

### **Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

### **Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

### **Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

### **Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.



### **Section 23. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

### **Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

### **Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

### **Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

AVILES ENGINEERING CORPORATION

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

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

\_\_\_\_\_  
Date

Shane Ressman, P.E.  
\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:

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

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

August 24, 2021  
\_\_\_\_\_  
Date

APPROVED:

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

#### AUDITOR'S CERTIFICATE

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

# AVILES

August 6, 2021

***Fort Bend County Engineering Department***

c/o Binkley & Barfield, Inc.

Mr. Kevin Mineo, PE

Houston, Texas 77008

Re: Construction Materials Testing and Inspection Services on  
***Fort Bend County Engineering Department***  
***Benton Road from F.M. 762 to 300' South of Reading Road***  
Our Proposal Number: 21-22 – Revision 3

Mr. Mineo:

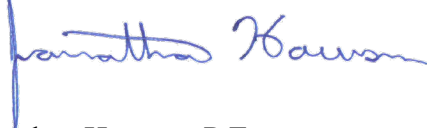
In response to your selection of Aviles Engineering Corporation (AEC) providing Construction Materials Testing and Inspection Services on the above referenced project, AEC is pleased to submit the following rates and cost estimate for your review.

AEC proposes to provide experienced technical personnel to perform testing and inspection services in general accordance with project specifications, project plans, ASTM Standards or other applicable procedures when requested. AEC also proposes that the work be accomplished on a unit price basis in accordance with the attached Schedule of Services and Fees and that the work be performed pursuant to agreed General Conditions. Copies of the AEC Schedule of Services and Fees and Estimate are enclosed herewith and are incorporated into this document. AEC's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

AEC will proceed with the work on the basis of verbal authorization; however, please sign and return one (1) copy of this document intact or provide an alternate form of contract for AEC's review. AEC can not issue any reports until either a signed copy of the document or an alternate form of contract is received. When returning this document or alternate form of contract, please complete the attached Project Data Sheet so that your file can be properly established.

**Aviles Engineering Corporation** appreciates the opportunity to offer its services to your project and looks forward to working with you during the construction phase.

Respectfully submitted,  
**Aviles Engineering Corporation**  
(TBPE Firm Registration No. F-42)



Jonathan Howson, P.E.  
CMT Department Manager

Schedule of Services & Fees  
Project Data Sheet  
Estimate (2 Pages)

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

**Aviles Engineering Corporation**  
**Schedule of Services and Fees \* Construction Materials Testing**

**LABORATORY TESTING SERVICES**

**Concrete and Aggregates**

Laboratory testing of concrete, grout, mortar and lightweight roof fill cylinders, beams and cubes delivered to our laboratory in accordance with ASTM procedures and project specifications:

a. Concrete Compression Test .....	Each	\$ 20.00
b. Reserves Not Tested.....	Each	\$ 20.00
c. Lightweight Concrete Compression Test.....	Each	\$ 20.00
d. Flexural Strength of Concrete Test (Beams) .....	Each	\$ 31.00
e. Compressive Strength of Mortar or Grout (2" x 2" x 2").....	Each	\$ 26.00
f. Compressive Strength of Grout Prism.....	Each	\$ 53.00
Sieve Analysis of Aggregates .....	Each	\$ 62.00
Washed Sieve Analysis on Flexible Base Materials .....	Each	\$ 108.00
Abrasion Test of Aggregates by Los Angeles Machine.....	Each	\$ 236.00
Density of Lightweight Concrete Cylinders .....	Each	\$ 92.00
Rel. Density & Absorption – Coarse Aggregates.....	Each	\$ 92.00
Rel. Density & Absorption – Fine Aggregates .....	Each	\$ 112.00
Concrete Mix Design Review for Compliance to ACI or ASTM Standards.....	Each	\$ 500.00
Preparation and Testing of Cores.....	Each	\$ 89.00

**Soils**

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D 698 Method A or B .....	Each	\$ 231.00
b. ASTM D 1557 Method A or B .....	Each	\$ 247.00
c. ASTM D-698 & D-1557, Method C.....	Each	\$ 271.00
d. TxDOT Test Method Tex-113-E .....	Each	\$ 271.00
e. ASTM D 558 on Lime or Cement Treated Soils .....	Each	\$ 256.00
Atterberg Limits Determination (PI) .....	Each	\$ 71.00
Grain Size Analysis, Mechanical & Hydrometer .....	Each	\$ 145.00
Lime Series Curve, pH Method .....	Each	\$ 266.00
Material Finer Than #200 Sieve.....	Each	\$ 55.00
Sieve Analysis on + #200 Sieve Material.....	Each	\$ 65.00
Bearing Ratio Test (CBR), ASTM D-1883, per point (Does not include moisture/density relationship) .....	Each	\$ 243.00

# **LABORATORY TESTING SERVICES, continued**

## **Asphaltic Concrete Testing**

a. Molding Specimens (3 Specimens).....	Per Set	\$ 72.00
b. Density (3 Specimens) .....	Per Set	\$ 61.00
c. Stability (3 Specimens).....	Per Set	\$ 108.00
d. Extraction and Gradation .....	Each	\$ 230.00
e. Theoretical Specific Gravity .....	Each	\$ 103.00
Thickness Determination of Asphaltic Concrete Cores .....	Each	\$ 25.00
Density Determination of Asphaltic Concrete Cores .....	Each	\$ 55.00
Asphaltic Concrete Mix Design Review .....	Each	\$ 500.00

## **Other Items**

Compressive Strength of Cement Stabilized Sand or Soil Cement .....	Each	\$ 81.00
Moisture Content of Soil, Cement Stabilized Sand or Soil Cement .....	Each	\$ 11.00
Comp. Str. - Cement or LFA Stabilized Bases or Soils (Modified Tex-120-E).....	Each	\$ 292.00
Splitting Tensile Strength of Concrete.....	Each	\$ 124.00
Absorption and Saturation - Facia Brick .....	Each	\$ 82.00
Compressive Strength - Facia Brick .....	Each	\$ 38.00
Compressive Strength of Masonry Prisms .....	Each	\$ 200.00
Thickness Testing of Concrete or Asphaltic Concrete Cores (9 Point) .....	Each	\$ 30.00

## **FIELD TESTING SERVICES**

Engineering Technician to Perform:

- .... Concrete Placement Inspection and testing
- .... Concrete Batch Plant Inspection
- .... Cylinder/Cube/Beam Pick Up
- .... Proofrolling Observation
- .... Concrete Placement and/or Batch Plant Inspection
- .... Drilled Pier, Pile and/or Foundation Inspection
- .... Post Tension Inspection
- .... Soil Cement or Lime Stabilization Inspection
- .... Field Compaction Testing and Observation
- .... Laboratory Technician
- .... Masonry Mortar, Grout or Prism Testing or Inspection
- .... Base Plate Inspection and Non-Shrink Grout Testing
- .... Sample Pick Up

Engineering Technician (ACI-I, SB 102, or SB 101) (Minimum 4 Hours) .....	Per Hour	\$ 65.00
Overtime .....	Per Hour	\$ 97.50
Senior Engineering Technician (ACI-I and SB 102) (Minimum 4 Hours) .....	Per Hour	\$ 78.00
Overtime .....	Per Hour	\$ 117.00
Concrete Pavement Cores (Minimum Fee \$600.00)		
6 Inches Thick or Less, 4 Inch Diameter Bit .....	Per Core	\$ 119.00
Additional Thickness – (6” to 12”) = \$11.00 per inch; (Over 12”) = \$14.00 per inch		
Coring of Structural Concrete or Core Diameters other than 4” .....	Will Quote Upon Request	

### **FIELD TESTING SERVICES, continued**

#### Asphaltic Concrete Pavement Cores (Minimum Fee \$600.00)

a. 6 Inches Thick or Less, 4 Inch Diameter .....	Per Core	\$	106.00
b. Additional Thickness over 6" .....	Per Inch	\$	10.00
Reinforcing Steel Inspection (4 Hr. Min.) .....	Per Hour	\$	90.00
Overtime .....	Per Hour	\$	135.00
Structural Steel Inspection (4 hr. Min.).....	Per Hour	\$	115.00
Overtime .....	Per Hour	\$	136.50

### **Other Services**

Use of Nuclear Density Gauge.....	Per Day	\$	80.00
Fireproofing – Cohesion / Adhesion Test.....	Each	\$	33.00
Fireproofing – Density Test .....	Each	\$	43.00
Floor Moisture Kit .....	Each	\$	60.00
UT Equipment .....	Per Day	\$	103.00
UT Couplant (Minimum Charge of 1 Pint) .....	Per Pint	\$	30.00
Magnetic Particle Yoke.....	Per Day	\$	45.00
Magnetic Powder (Minimum Charge 0.5 Pounds).....	Per Pound	\$	30.00
Use of James R-Meter .....	Per Day	\$	75.00
Solids Content of Lime Slurry - Field.....	Per Test	\$	49.00
Skidmore Wilhelm .....	Per Day	\$	154.00
Field Sieve Analysis.....	Each	\$	12.00
Vehicle Charge .....	Per Trip	\$	60.00

### **Engineering Services and Management**

Principal or Chief Engineer.....	Per Hour	\$	250.00
Senior Engineer .....	Per Hour	\$	205.00
Project Engineer .....	Per Hour	\$	165.00
NACE Inspector Level II .....	Per Hour	\$	150.00
Graduate Engineer, Project Manager.....	Per Hour	\$	115.00
NICET Level IV .....	Per Hour	\$	105.00
NICET Level III .....	Per Hour	\$	100.00
NICET Level II, or TxDOT SB 101 & 102.....	Per Hour	\$	90.00

### **Remarks**

- All hours are portal to portal from 5790 Windfern, Houston, Texas. Fractions of hours will be billed to the closest quarter hour. Overtime is classified as all hours worked over eight (8) hours per day or hours worked before 6:00am, after 6:00 pm weekdays and any hours worked on Saturdays, Sundays or Holidays. Overtime will be invoiced at 1.5 times hourly rate. If a special trip is made just to pickup test cylinders, the minimum charge will be lowered to 2 hours for the technician.
- Badging, safety training courses and drug screen testing will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost + 15%.
- Project Engineer / Manager to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.2 hours per report issued.
- Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
- Services and fees not listed will be quoted upon request.



**PROJECT DATA SHEET**  
**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Your Job No: \_\_\_\_\_ Purchase Order No: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Number and Distribution of Reports:

( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

Invoicing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Site Contact: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **CONSTRUCTION MATERIALS TESTING/INSPECTION SERVICES TERMS AND CONDITIONS**

### **STANDARD OF CARE**

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised in The Materials Testing/Inspection Services Industry contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

### **SCOPE OF SERVICES**

The CLIENT will develop a scope of service based on the project information. AVILES ENGINEERING shall not be responsible for problems arising due to insufficient or invalid project or other relevant information. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

### **SITE AND SITE CONDITIONS**

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

### **BILLING AND PAYMENT**

The CLIENT will pay AVILES ENGINEERING for the work performed at the unit fees shown in the PROPOSAL/AGREEMENT.

### **LIMITATION OF LIABILITY / INDEMNIFICATION**

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

## CONSTRUCTION MATERIALS ESTIMATE

Fort Bend County Engineering Department  
 Benton Road from F.M. 762 to 300' South of Reading Road

### Soils Inspection

Soils Inspection and Testing will be provided in general accordance with the project plans and specifications. The inspection and testing of the storm sewer, sanitary sewer, and water lines will include field density testing during embedment and backfilling of the various utilities, manholes, junction boxes, and inlets. The inspection and testing of the borrow and cement treated base will include field density testing during placement. The inspection and testing of the pavement subgrade will include lime application inspection, field gradations after final mixing of the lime stabilized subgrade, field density testing, and depth checks. Samples to determine moisture density relationships (MDR) and other soil constants will be obtained as required, as will samples to determine cement stabilized sand and cement treated base compressive strength. AEC estimates one hundred twenty-seven (127) trips for inspection and testing and sample pickups.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	996	\$ 77,688.00
Senior Engineering Technician, OT per hour	\$ 117.00	179	\$ 20,943.00
OMD Standard Compaction, Treated, each	\$ 256.00	5	\$ 1,280.00
OMD Standard Compaction, each	\$ 231.00	6	\$ 1,386.00
OMD Modified Compaction, Treated, each	\$ 271.00	1	\$ 271.00
Atterberg Limits, each	\$ 71.00	6	\$ 426.00
Percent Passing #200 Sieve, each	\$ 55.00	6	\$ 330.00
Sieve Analysis, each	\$ 65.00	6	\$ 390.00
Optimum Lime Content - pH Method	\$ 266.00	3	\$ 798.00
Cement Sand Compressive Strength, each	\$ 81.00	8	\$ 648.00
Compressive Strength Treated Base, each	\$ 292.00	3	\$ 876.00
Use of Nuclear Gauge, per day	\$ 80.00	109	\$ 8,720.00
Vehicle Charge, per trip	\$ 60.00	127	\$ 7,620.00
Project Engineer, per hour	\$ 165.00	42.4	\$ 6,996.00
		<b>Subtotal</b>	<b>\$ 128,372.00</b>

### Concrete Inspection

Concrete Inspection will be provided per the project plans and specifications. It will include concrete testing on the concrete pavement, driveways, sidewalks, ramps, curb, curb retaining wall, medians, inlets, slope paving, and drilled shafts. Cylinders will be cast in sets of 4 (*1 set for every 150 cu. yd. for paving*). AEC estimates seventy-three (73) trips for concrete testing and forty (40) trips for cylinder pickups.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	567	\$ 44,226.00
Senior Engineering Technician, OT per hour	\$ 117.00	32	\$ 3,744.00
Engineering Technician, per hour	\$ 65.00	67.5	\$ 4,387.50
Engineering Technician, OT per hour	\$ 97.50	22.5	\$ 2,193.75
Concrete Compression Tests, each	\$ 20.00	420	\$ 8,400.00
Vehicle Charge, per trip	\$ 60.00	113	\$ 6,780.00
Project Engineer, per hour	\$ 165.00	29	\$ 4,785.00
		<b>Subtotal</b>	<b>\$ 74,516.25</b>

## *Construction Materials Testing and Inspection Estimate, continued*

### **Asphalt Testing**

Asphalt Testing will be provided per the Plans and Specifications. It will include the sampling and testing of the 8" Black Base Construction Detours, sampling and testing of the HMAC Base Course and HMAC Surface Course south of Reading Road, and sampling and testing of the Type D and Type B asphalt pavement on FM 762. Two (2) cores will be taken for each day's placement per HCD and TxDOT Specifications. AEC estimates eighteen (18) days and eighteen (18) full set of asphalt tests.

<b><u>Service Description</u></b>	<b><u>Unit Rate</u></b>	<b><u>Quantity</u></b>	<b><u>Amount</u></b>
Engineering Technician, per hour	\$ 65.00	144	\$ 9,360.00
Engineering Technician, OT per hour	\$ 97.50	36	\$ 3,510.00
Use of Nuclear Gauge, per day	\$ 80.00	18	\$ 1,440.00
Mix Design Review, each	\$ 500.00	4	\$ 2,000.00
Maximum Theoretical Specific Gravity, each	\$ 103.00	18	\$ 1,854.00
Molding Specimens, 3 per set	\$ 72.00	18	\$ 1,296.00
Bulk Density of Lab Molded Specimen, 3 per set	\$ 61.00	18	\$ 1,098.00
Stability: Hveem, 3 per set	\$ 108.00	12	\$ 1,296.00
Extraction / Gradation, each	\$ 230.00	18	\$ 4,140.00
Asphalt Coring , each	\$ 106.00	8	\$ 848.00
Measuring Thickness of Asphalt Cores, each	\$ 25.00	8	\$ 200.00
Bulk Density of Field Specimen (Core), each	\$ 55.00	36	\$ 1,980.00
Vehicle Charge, per trip	\$ 60.00	18	\$ 1,080.00
Project Engineer, per hour	\$ 165.00	16.2	\$ 2,673.00
		<b>Subtotal</b>	<b>\$ 32,775.00</b>

### **Project Management**

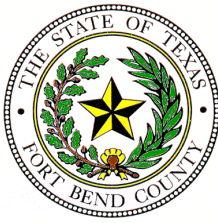
Project management will be provided. It may include one (1) pre-construction meeting.

<b><u>Service Description</u></b>	<b><u>Unit Rate</u></b>	<b><u>Quantity</u></b>	<b><u>Amount</u></b>
Project Engineer, per hour	\$ 165.00	3	\$ 495.00
Vehicle Charge, per trip	\$ 60.00	1	\$ 60.00
		<b>Subtotal</b>	<b>\$ 555.00</b>

**ESTIMATED TOTAL FOR SERVICES AND TESTING = \$236,218.25**

### **NOTES & ASSUMPTIONS:**

- No standby time is included in this estimate, it is based on the Contractor being ready for inspection at the time the inspection is scheduled.*
- No re-inspection or re-testing is included in this estimate*
- Other special inspections and testing may be required in the plans and specifications. These services can be provided if not provided by others. AEC has not included any other special inspections or building code required testing as part of this proposal other than what is specifically stated above.*
- No engineer or project management time is included for onsite progress meetings. AEC can attend meetings if requested by the owner or contractor.*
- No coring fee is charged for asphalt laid on F.M. 762 as TxDOT Item 341 requires contractor to core and trim asphalt.*



Fort Bend County Engineering  
FORT BEND COUNTY, TEXAS

J. Stacy Slawinski, P.E.  
County Engineer

## MEMORANDUM

August 25, 2021

**TO: Members of the Commissioners Court**

**RE: Agreement with Aviles  
Benton Road, 17110**

The total cost of the Amendment is \$236,218.25. The funding for the total project deficit, in the amount of \$3,483,639.38, will be transferred from the following projects:

No.	Project	Proposed Fee
17109	Old Needville-Fairchilds	\$450,000
17114	Intersection Improvements	\$1,450,000
17118	Bryan Road	\$450,000
17119x	Sims Road	\$100,000
17120x	Various Roads in Arcola	\$154,175.43
13102	A. Myers	\$97,059.57
13111b	Sansbury Boulevard	\$436,172.96
X9	Humphrey Way	\$54,569.88
X28	Crabb River Road (FM 762/FM 2759)	\$291,661.54
<b>Total</b>		<b>\$3,483,639.38</b>