

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS AMENDMENT, 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.

WHEREAS, on or about September 7, 2021, the parties executed and accepted that certain Agreement for Construction Materials Testing and Inspection Services for the Benton Road Project No. 17110 under the Fort Bend County Mobility Bond Program, pursuant to SOQ 14-025, (hereinafter “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to increase the maximum compensation amount for continued Services under the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Contractor an additional amount not to exceed thirty-nine thousand eight hundred thirty-six dollars and 88/100 (\$39,836.88) to complete the Project, as described in Contractor’s Proposal dated May 12, 2023, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for all Services rendered is hereby increased to an amount not to exceed two hundred seventy-six thousand fifty-five dollars and 13/100 (\$276,055.13), authorized as follows:
 \$236,218.25 under the Agreement; and
 \$ 39,836.88 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an agreement executed by the parties.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

{EXECUTION PAGE FOLLOWS}

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 final party.

FORT BEND COUNTY

AVILES ENGINEERING CORPORATION

KP George, County Judge



Authorized Agent – Signature

Date

Shane Ressler

Authorized Agent – Printed Name

ATTEST:

Laura Richard, County Clerk

Sr. Vice President

Title

APPROVED: 

6/30/23

Date

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

APPROVED AS TO LEGAL FORM:



LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$276,055.13** to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2023 Agreements\Engineering\Aviles Engineering (21-Eng-101075-A1)\Amend 1 - Construction Materials.Benton - Aviles.docx (Isl 6/19/2023)

EXHIBIT A

AVILES

May 12, 2023

Fort Bend County Engineering Department

c/o AIG Tech

Mr. Robert E. Baker

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 – Additional Funds to Complete Project

Mr. Baker:

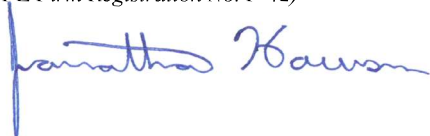
In response to your selection of Aviles Engineering Corporation (AEC) providing Construction Materials Testing and Inspection Services on the above referenced project, AEC is pleased to submit the following rates and cost estimate for your review.

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. AEC estimates five (5) trips for inspection and testing of pavement subgrade remaining.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	40	\$ 3,120.00
Senior Engineering Technician, OT per hour	\$ 117.00	5	\$ 585.00
OMD Standard Compaction, Treated, each	\$ 256.00	0	\$ -
OMD Standard Compaction, each	\$ 231.00	0	\$ -
OMD Modified Compaction, Treated, each	\$ 271.00	0	\$ -
Atterberg Limits, each	\$ 71.00	0	\$ -
Percent Passing #200 Sieve, each	\$ 55.00	0	\$ -
Sieve Analysis, each	\$ 65.00	0	\$ -
Optimum Lime Content - pH Method	\$ 266.00	0	\$ -
Cement Sand Compressive Strength, each	\$ 81.00	0	\$ -
Compressive Strength Treated Base, each	\$ 292.00	0	\$ -
Use of Nuclear Gauge, per day	\$ 80.00	5	\$ 400.00
Vehicle Charge, per trip	\$ 60.00	5	\$ 300.00
Project Engineer, per hour	\$ 165.00	1.5	\$ 247.50
		Subtotal	\$ 4,652.50

Concrete Inspection

Concrete Inspection will be provided per the project plans and specifications. It will include concrete testing on the concrete pavement, inlets, and detention pond pilot channel. Cylinders will be cast in sets of 4 (*1 set for every 150 cu. yd. for paving*). AEC estimates twelve (12) trips for concrete testing and two (2) trips for coring of concrete pavement for thickness and compressive strength testing remaining.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	83	\$ 6,474.00
Senior Engineering Technician, OT per hour	\$ 117.00	12	\$ 1,404.00
Engineering Technician, per hour	\$ 65.00	9	\$ 585.00
Engineering Technician, OT per hour	\$ 97.50	2.25	\$ 219.38
Concrete Compression Tests, each	\$ 20.00	44	\$ 880.00
Conc. Coring (6" Dia. to 6" Thickness) (C42)	\$ 170.00	58	\$ 9,860.00
Additional Thickness – (6" to 12")	\$ 11.00	116	\$ 1,276.00
Thickness Testing of Concrete or Asphaltic Concrete Cores	\$ 30.00	58	\$ 1,740.00
Preparation and Testing of Cores	\$ 89.00	58	\$ 5,162.00
Vehicle Charge, per trip	\$ 60.00	17	\$ 1,020.00
Project Engineer, per hour	\$ 165.00	4.2	\$ 693.00
		Subtotal	\$ 29,313.38

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 550 tons of Type D asphalt pavement on FM 762. AEC estimates two (2) days and two (2) full set of asphalt tests; plus one day for coring of asphalt pavement, and thickness and density testing of asphalt cores.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	16	\$ 1,248.00
Senior Engineering Technician, OT per hour	\$ 117.00	4	\$ 468.00
Use of Nuclear Gauge, per day	\$ 80.00	2	\$ 160.00
Mix Design Review, each	\$ 500.00	0	\$ -
Maximum Theoretical Specific Gravity, each	\$ 103.00	2	\$ 206.00
Molding Specimens, 3 per set	\$ 72.00	2	\$ 144.00
Bulk Density of Lab Molded Specimen, 3 per set	\$ 61.00	2	\$ 122.00
Stability: Hveem, 3 per set	\$ 108.00	2	\$ 216.00
Extraction / Gradation, each	\$ 230.00	2	\$ 460.00
Asphalt Coring , each	\$ 106.00	12	\$ 1,272.00
Measuring Thickness of Asphalt Cores, each	\$ 25.00	12	\$ 300.00
Bulk Density of Field Specimen (Core), each	\$ 55.00	12	\$ 660.00
Vehicle Charge, per trip	\$ 60.00	2	\$ 120.00
Project Engineer, per hour	\$ 165.00	3	\$ 495.00
		Subtotal	\$ 5,871.00

ESTIMATED TOTAL TO COMPLETE PROJECT = \$39,836.88
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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.*