

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
CONSTRUCTION MATERIALS TESTING**

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 Earth Engineering, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Construction Materials Testing on May 25, 2021 pursuant to SOQ 14-025, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to allow Contractor to provide additional Services under the Agreement.

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

1. County shall pay Contractor an additional amount not to exceed twenty-eight thousand forty-five dollars and 05/100 (\$28,045.05) to perform the additional Services, as described in Contractor's Change Order Request dated July 28, 2022 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 fifty-six thousand four hundred forty-eight dollars and 05/100 (\$56,448.05), authorized as follows:
 \$28,403.00 under the Agreement; and
 \$28,045.05 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.
4. 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.

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

Amendment to Agreement for Construction Materials Testing

Mobility Bond Project No. 17114

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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

EARTH ENGINEERING, INC



County Judge KP George
KP George, County Judge



Authorized Agent – Signature

December 6, 2022
Date

Moe A. Shihadeh, P.E. D. GE
Authorized Agent – Printed Name

ATTEST:






Laura Richard, County Clerk

Principal / Diplomate Geotechnical Engineering
Title

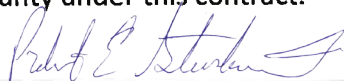
11-15-2022
Date

APPROVED: 

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 56,448.05 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants
4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • www.eartheng.com

CHANGE ORDER REQUEST

July 28, 2022

Stacy Slawinski
County Engineer
301 Jackson Street
Richmond, Texas 77469

Proposal No.: P-EE-2135004-C
Sent via email: wesley.crawford@fortbendcountytexas.com
mathew.pierce@lpcgllc.com
bob.baker@aigtechnical.com

Phone: (281) 633-7508

CONSTRUCTION MATERIALS TESTING PROPOSAL FOR INTERSECTION IMPROVEMENT ROHAN ROAD AT MINONITE ROAD (FM 2977) MOBILITY PROJECT NO. 17114

Dear Mr. Slawinski:

Earth Engineering, Inc. appreciates the opportunity to submit this proposal to provide construction materials testing (CMT) services for the above-referenced project.

SCOPE OF SERVICES

We will provide an engineering technician to perform testing of the following:

- Laboratory Testing
- Paving Stabilization and Compaction
- Compaction Testing Limestone / Crushed Concrete Base
- Compaction Testing For Asphalt

TOTAL ESTIMATED COST OF SERVICES

This proposal is a time and materials contract with a do not exceed service cost of **\$28,045.05**.

Any additional costs incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, sample retests, cancellations without a 24-hour notice will be billed to the contractor.

You will be billed only for the actual services provided. We will monitor the estimated testing budget during construction and will inform you if the actual services provided vary from the estimate due to items beyond our control.

TERMS AND CONDITIONS

- The client's project manager is responsible for item reconciliation between invoicing, reports, and cost of services rendered.
- Any accounting or project management services performed by **Earth Engineering, Inc.** will be billed at a rate of \$90.00 per hour.
- **Earth Engineering, Inc.** will not assume any additional costs incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, cancellations without a 24-hour notice, or acts of God, etc.
- **Earth Engineering, Inc.** will submit a detailed monthly invoice which includes expended amounts and the proposed remaining budget amounts.
- A pre-construction meeting is strongly advised between the Owner, structural engineer, project manager, and the Contractor to review project specifications and the proposed budget.
- A monthly telephone call between the Project Manager and **Earth Engineering, Inc.** is strongly recommended to review invoiced amounts, the remaining budget amount, and upcoming scope of work based on the construction progress schedule.
- **Overtime rates are 1.5 times the hourly rates.**

All hours worked in excess of eight hours per day.

All hours before 8:00 am and after 5:00 pm Monday through Friday.

All hours worked on Saturday.

(Unless otherwise negotiated)

- **Overtime rates are 2.0 times the hourly rates.**

Sundays and Holidays

- A minimum charge of 4 hours applies to technician services for earthwork, concrete, or asphalt materials plant and/or field inspection and testing. There will be no additional "per test" charge for field density tests.
- All **Earth Engineering, Inc.** vehicles are equipped with GPS tracking system (Teletrac).
- All labor rates and transportation charges are invoiced on a portal-to-portal basis.
- A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection or testing services. Work cancelled with less than 4 hours' notice is subject to the minimum charge if technician has been dispatched to the project site.
- Expenses such as consultant costs, delivery services, equipment rental, reproductions, subcontractor services, supplies, and travel including airfare, car rental, and lodging will be invoiced at cost + 20%



ESTIMATED COST OF SERVICE

Service Description	Unit Fee		Amount		Estimated Cost
Laboratory Testing					
Sample Pick Up Hours	\$ 65.00	hour	12	hours	\$780.00
Standard Proctor (Raw Soil)	\$ 175.00	each	2	each	\$350.00
Standard Proctor (Stabilized Soil)	\$ 200.00	each	2	each	\$400.00
Standard Proctor (Modified)	\$ 200.00	each	1	each	\$200.00
Cement Sand Compressive Strength	\$ 71.00	each	1	each	\$71.00
Atterberg Limits	\$ 55.00	each	3	each	\$165.00
Asphalt Lab Density	\$ 54.00	each	3	each	\$162.00
Asphalt Theoretical Density	\$ 91.00	each	3	each	\$273.00
Specific Gravity	\$ 72.00	each	3	each	\$216.00
Asphalt Hveem Stability	\$ 95.00	Set	3	sets	\$285.00
Asphalt Extraction Gradation	\$ 203.00	each	3	each	\$609.00
Vehicle Charge	\$ 65.00	day	3	Trips	\$195.00
			Subtotal		\$3,706.00
Paving Subgrade Stabilization and Compaction (+/- 25,000 Sq. Ft.)					
Soil Technician Hours	\$ 65.00	hour	129.99	hours	\$8,449.35
Soil Technician Hours	\$ 97.50	hour	19.9	hours	\$1,940.25
Lime Depth Checks	\$ 20.00	each	8	each	\$160.00
Field Gradations	\$ 40.00	each	4	each	\$160.00
Percent Solid in Lime Slurry	\$ 43.00	each	4	each	\$172.00
Nuclear Gauge	\$ 55.00	day	15	days	\$825.00
Vehicle Charge	\$ 65.00	day	20	Trips	\$1,300.00
			Subtotal		\$13,006.60
8" Limestone / Crushed Concrete Base Compaction (+/- 35,000 Sq. Ft.)					
Soil Technician Hours	\$ 65.00	hour	35.75	hours	\$2,323.75
Nuclear Gauge	\$ 55.00	day	4	days	\$220.00
Vehicle Charge	\$ 65.00	day	4	Trips	\$260.00
			Subtotal		\$2,803.75
Asphalt 3" Paving Surface Compaction (+/- 35,000 Sq. Ft.)					
Soil Technician Hours	\$ 65.00	hour	39.98	hours	\$2,598.70
Nuclear Gauge	\$ 55.00	day	4	days	\$220.00
Vehicle Charge	\$ 65.00	day	4	Trips	\$260.00
			Subtotal		\$3,078.70
Asphalt Coring					
Coring Technician Hours	\$ 106.00	hour	10	hours	\$1,060.00
Asphalt Specific Gravity	\$ 55.00	day	5	days	\$275.00
Asphalt Bulk Density	\$ 65.00	day	5	days	\$325.00
Vehicle Charge	\$ 65.00	day	2	Trips	\$130.00
			Subtotal		\$1,790.00
Senior Engineer, P.E. Report Reviews	\$ 183.00	hour	20	hours	\$3,660.00
			Total		\$28,045.05



Note :

Any additional costs incurred due to adverse weather conditions, contractor unpreparedness, equipment failures, sample retests, cancellations without a 24-hour notice will be billed to the contractor.

INSURANCE

Earth Engineering inc. maintains the following insurance:

- Professional Liability (errors and omissions): **one million/two million (aggregate).**
- General Liability: **two million.**
- Workman's Compensation: **one million.**
- Commercial Auto Insurance: **one million.**
- Umbrella Insurance: **five million.**



PROPOSAL ACCEPTANCE

If this proposal meets with your approval, please sign and return to my attention. A signed facsimile of the agreement is acceptable, with the original to follow in the mail. This proposal will be held open for a period of 45 calendar days.

Thank you for the opportunity to submit this proposal. We will be contacting you shortly to answer any questions you may have regarding this proposal.

The client will be billed only for tests or inspections requested by the Owner and Contractor.

Sincerely,
EARTH ENGINEERING, INC.

Moe A. Shihadeh

Moe A. Shihadeh, P.E., D.GE
Principal / Diplomate Geotechnical Engineering

ACCEPTED BY:

SIGNATURE: _____

PRINT NAME: _____

COMPANY NAME: _____

TITLE: _____

DATE: _____



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.**

Earth Engineering, Inc.
Houston, TX United States

Certificate Number:
2022-955995

Date Filed:
11/16/2022

Date Acknowledged:
12/06/2022

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 Engineering Department

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.

Mobility Project# 17114
Construction Materials Testing for Intersection Improvements at Minonite Rd (FM 2977)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shihadeh, P.E., D.GE, Moe	Houston, TX United States	X	
	Shihadeh, Juanita	Houston, TX United States	X	

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)