

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**

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


July 25, 2023  
\_\_\_\_\_  
Date




ATTEST:

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

APPROVED:

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

**AVILES ENGINEERING CORPORATION**


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

Shane Ressler  
\_\_\_\_\_  
Authorized Agent – Printed Name

S.R. Vice President  
\_\_\_\_\_  
Title

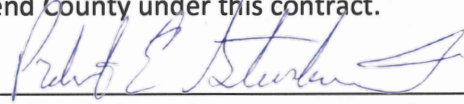
6/30/23  
\_\_\_\_\_  
Date

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: \_\_\_\_\_

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

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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
		<b>Subtotal</b>	<b>\$ 4,652.50</b>

### 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
		<b>Subtotal</b>	<b>\$ 29,313.38</b>

*Estimate Continued on Next Page*

## *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.

<b><u>Service Description</u></b>	<b><u>Unit Rate</u></b>	<b><u>Quantity</u></b>	<b><u>Amount</u></b>
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
		<b>Subtotal</b>	<b>\$ 5,871.00</b>

<b>ESTIMATED TOTAL TO COMPLETE PROJECT = \$39,836.88</b>
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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.*

# 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.**

Aviles Engineering Corporation  
Houston, TX United States

**Certificate Number:**  
2023-1041326

**Date Filed:**  
07/03/2023

**Date Acknowledged:**  
07/25/2023

**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.**

17110  
Construction materials testing for Benton Road project no 17110

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)