

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AMENDMENT TO THE AGREEMENT
FOR PROFESSIONAL SERVICES

^{2ND} This Amendment to that certain Agreement for Professional Services is made this day of November, 2006 by and between the City of El Paso, a Texas municipal corporation (the "Owner"), and AMEC Earth and Environmental, Inc., (the "Consultant").

WHEREAS, on November 2, 2006, the Owner entered into an agreement for professional services with the Consultant for a Project known as "ON-CALL DRAINAGE SERVICES" (the "Agreement");

WHEREAS, the Agreement may be amended under the provisions of Section 3.2 and Attachment "C"; and

WHEREAS, the parties hereto desire to amend the Agreement, pursuant to Sections 3.1, 3.2, and Attachment "D", because the Owner desires to extend the contract value from \$300,000 to \$675,000. The Consultant shall provide geotechnical and material testing services for any Storm 2006 construction projects that might require material testing services (the "Services").

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services.** The Owner hereby authorizes the Consultant to continue to perform the Services as further described in Attachment "A" of the original agreement and Exhibit "A" of this amendment.

2. **Payments to Consultant.**

Payments to the Consultant shall be made pursuant to the schedule enumerated within Attachment "D" of the original agreement and Exhibit "B" of this amendment. Payment to the Consultant shall not exceed **SIX HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$675,000.00)**.

3. **Time of Completion.**

The Additional Services shall be completed within eighteen months from July 21, 2007. The Owner shall have the option to extend this contract for another one year term.

4. **Terms and Conditions.**

All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO



Joyce Wilson
City Manager

**CONSULTANT: AMEC EARTH &
ENVIRONMENTAL, INC.**

By: 

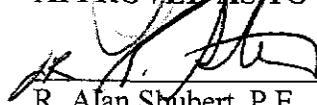
By: Jamie R. Barnes, P.G.
Title: Unit Manager

APPROVED AS TO FORM:



Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.,
City Engineer

Exhibit "A"

Project Scope

TITLE: Geotechnical and Materials Testing Services

LOCATIONS: Citywide

BUDGET: \$375,000 for eighteen months with the option to renew for an additional one (1) year term.

GENERAL DESCRIPTION:

The Consultant shall render the following services in connection with the construction of the projects :

1. Provide professional engineering services in the field of geotechnical and materials testing.
2. Provide Technical and Professional Engineering Consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
3. Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
4. Provide the owner a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, amount of invoices paid, total amount of purchase order.
5. Provide notification to owner when contractors request overtime for testing. Overtime for testing services will be paid for Contractor. Owner (City) will not pay overtime unless requested and is approved in writing by Owner (City).
6. The Contractor will pay for failed tests. Owner will be provided with date, time and number, amount of failed tests.
7. Provide only those services which lie within the technical and professional areas of expertise which the Consultant is adequately staffed and equipped to perform. The Consultant shall be able to demonstrate that he/she is experienced with the following:

1. FOUNDATION:

- (a) Shallow foundations (Continuous and spread)
- (b) Deep foundations (Driven piles, drilled shafts and auger-cast piles)
- (c) Mats and post-tensioned slabs.
- (d) Bearing Capacity (Ultimate and Allowable) Analysis.
- (e) Settlement Analysis
- (f) Load testing of foundations
- (g) Construction inspection of all types of foundation.
- (h) Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.

2. ROADWAY SOIL SURVEYS & PAVEMENT DESIGN:

- (a) Streets, Airfields and Parking Lots.
- (b) Flexible and Rigid Pavement Designs.
- (c) Subgrade, Subbase and Base Course Stabilization Analysis.
- (d) Construction Materials Specifications.
- (e) Pavement Failure Analysis and Remediation Design.

3. SLOPE STABILITY & EARTHEN RETENTION SYSTEMS:

- (a) Earth Pressure Coefficients
- (b) Slope Stability Analysis
- (c) Shoring & Trench Safety System Designs
- (d) Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

TECHNICAL SERVICE GROUP:

The geotechnical Consultant shall be staffed with a Technical Service Group that consist of certified field and laboratory technicians. All field and laboratory work shall performed by certified technicians with at least five (5) years of materials testing and inspection experience. Members of the Technical Service Group shall maintain the following qualification and certifications:

1. Current National Institute for Certification in Engineering Technologies-
Construction Materials Testing, Level I-IV.
2. Current National Institute for Certification in Engineering Technologies-
Geotechnical Engineering, Levels I-III.
3. Current American Concrete Institute-Grades I and II Concrete Technician.
4. Current Nuclear Gauge Operator and Safety Training Certification.

The Consultant shall be able to demonstrate that he/she is equipped, certified, and able to perform the following materials tests :

A. SOILS:

- a. Nuclear Density
- b. Sand Cone Density
- c. Gradation
- d. Hydrometer Analysis
- e. Atterberg Limits
- f. Specific Gravity
- g. Soil Stabilization Design
- h. Moisture-Density Relation
- i. Unconfined Strength
- j. Permeability (Falling Head, and Constant Head)
- k. California Bearing Ratio (CBR)

B. CONCRETE:

- a. Mix Designs
- b. Flatness/Levelness
- c. Slump & Air Content
- d. Unit Weight/Yield
- e. Compressive Strength
- f. Flexural Strength
- g. Coring, and Testing of Cores.

C. MASONRY:

- a. Compressive Strength of Masonry Units
- b. Compressive Strength of Constructed Prisms
- c. Mortar Mix Design
- d. Strength of Mortar
- e. Absorption
- f. Grout Mix Design

D. ASPHALT:

- a. Pavement Section Design
- b. Bitumen Extraction
- c. Stability & Flow
- d. Mix Designs
- e. Aggregate Gradation
- f. Specific Gravity
- g. Unit Weight
- h. Coring

E. AGGREGATES :

- a. Moisture Content
- b. Gradation
- c. Specific Gravity
- d. Soundness
- e. Los Angeles Abrasion
- f. Absorption
- g. Clay Lumps/Friable Particles
- h. Flat/Elongated Pieces
- i. Fractured Faces.

F. OTHER MATERIALS TESTING AS REQUIRED.

SERVICES REQUIRED:

- Investigation Planning

PRODUCTS REQUIRED:

- Reports

GENERAL REQUIREMENTS AND CRITERIA:

1. Design must meet all applicable City Codes and Ordinances.
2. Design must comply with Engineering Department Guidelines.
3. Design must comply with all local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act.

OTHER CONSIDERATIONS:

1. Work to be coordinated with the Engineering Department.
2. This contract will be for a period of eighteen months and an option to renew for an additional one year term.
3. Coordinate assignments through Consultant Project Managers as applicable.

PROJECT SCHEDULE: (Consecutive Calendar Days)

As per individual site contract.



August 6, 2007

City of El Paso
Engineering Department – 4th Floor
Two Civic Center Plaza
El Paso, TX 79901-1196

Attention: Mr. Javier Reyes, P.E.
Engineering Program Manager

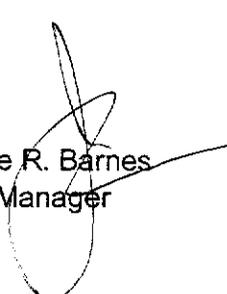
**Subject: City of El Paso
Geotechnical and Materials Testing Services
Storm 2006 Projects
El Paso, Texas**

Dear Mr. Reyes:

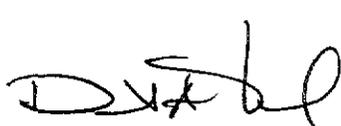
In accordance with suggestions by the City of El Paso (City), AMEC Earth & Environmental, Inc. (AMEC) presents our revised fee structure for the City of El Paso's Geotechnical and Materials Testing Services to support Storm 2006 Projects. This revision incorporates rate changes proposed during the negotiation process.

We look forward to supporting the City on projects related to Storm 2006.

Respectfully submitted,
AMEC Earth & Environmental, Inc.



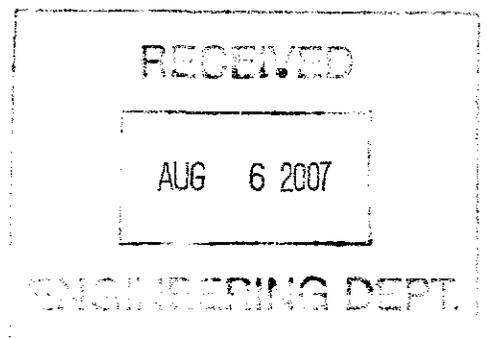
Jamie R. Barnes
Unit Manager



David A. Varela, P.E.
Senior Engineer

Copies: Addressee (3)

AMEC Earth & Environmental, Inc.
125 Montoya Road
El Paso, Texas 79932
Tel (915) 585-2472
Fax (915) 585-2626
www.amec.com/earthandenvironmental



PROPOSED UNIT FEE SCHEDULE

Revision No. 1

PROPOSED UNIT FEE SCHEDULE



City of El Paso Geotechnical and Materials Testing Services Contract for Storm 2006

Charges will be made at the following unit rates for all project related time, including travel to and from the project site.

Labor rates only to be used when unit rates do not apply and only when approved by PO by City

Unit Fee Schedule

LABOR

Labor Category

Program Manager/Principal	\$140.00
Senior Professional	\$120.00
Health and Safety Officer	\$110.00
Project Manager/Senior Professional	\$115.00
Project Engineer/Specialist	\$100.00
Staff Engineer/Specialist	\$75.00
Senior Field Professional	\$65.00
Level 3 Engineer/Specialist/Field Tech	\$50.00
GIS/CAD Technician	\$50.00
Supervising Technician	\$65.00
Admin/Clerical	\$45.00
Welding Inspector	\$70.00 **
Field or Laboratory Technician	\$50.00
Corporate Consultants	Negotiated based upon specific needs
Contracted Consultants	Cost plus

** - standard weld inspection, does not include equipment. X-ray inspection at negotiated rates per project
All overtime hours worked (in excess of ten hours per day or work on Saturday or Sunday) are subject to 25% markup of listed hourly rates if work is requested by Client or are reasonably necessary to meet job schedules.

All costs not specified are subject to standard City-negotiated markup

All travel, standby, and non-standard testing or field conditions at hourly rates unless negotiated otherwise

All overtime hours worked (in excess of ten hours per day or work on a City Project, Saturday or Sunday) are subject to 25% markup of listed hourly rates if work is requested by Client or are reasonably necessary to meet job schedules.

All costs not specified are subject to negotiation or standard City-negotiated markup

Unit Fee Schedule

SELECTED LABORATORY TESTS ANTICIPATED FOR THIS CONTRACT

Additional tests or services will be quoted upon request

Revision No. 1



<u>SOIL</u>	Unit	cost per unit
Trip Charge	Each	\$30.00
Sampling/StandbyTime	Per Hour	\$50.00
Field Densities (nuclear or sand cone)	Per Hour	\$50.00
Sieve Analysis	Each	\$60.00
Plasticity Index	Each	\$60.00
Moisture/Density Relationship (proctor)	Each	\$120.00
Set, Proctor, sieve and PI	Set	\$240.00
D-4718 Correction for Rock (add to proctor)	Each	\$35.00
California Bearing Ratio - CBR (per set)	Set	\$270.00
Hydrometer	Each	\$210.00
Specific Gravity	Each	\$65.00
Soil stabilization design	Each	\$650.00
Unconfined compressive strength	Each	\$80.00
Permeability (constant head)	Each	\$310.00
Permeability (falling head)	Each	\$350.00

CONCRETE

Trip Charge	Each	\$30.00
Sampling/StandbyTime	Per Hour	\$50.00
Compressive Strength (set of 4 includes 1 slump, 1 air test)	Each	\$140.00
Flexural Strength (per beam)	Each	\$50.00
Floor Flatness	Per Hour	\$65.00
Mix Design	Each	\$2,100.00
Slump and air content beyond 1/set of cylinders	Per Hour	\$50.00
Unit Weight/Yield	Each	\$25.00

AGGREGATE

Trip Charge	Each	\$30.00
Sampling/StandbyTime	Per Hour	\$50.00
Gradation	Each	\$60.00
Soundness	Each	\$200.00
LA Abrasion	Each	\$180.00
Moisture Content	Each	\$12.00
Specific Gravity	Each	\$65.00
Absorption	Each	\$70.00
Clay lumps/friable particles	Each	\$135.00
Flat/elongate	Each	\$70.00
Fractured face count	Each	\$80.00



Revision No. 1

ASPHALT

Trip Charge	Each	\$30.00
Sampling/StandbyTime	Per Hour	\$50.00
Extraction/Gradation	Each	\$160.00
Marshall Density, Stability & Flow	Each	\$160.00
Density of Cores	Each	\$50.00
Rice Theoretical Density	Each	\$65.00
Asphalt Mix Design (Marshall only)	Each	\$2,100.00
Specific Gravity	Each	\$40.00
Compressive Strength of Cores	Each	\$25.00

MASONRY

Trip Charge	Each	\$30.00
Sampling/StandbyTime	Per Hour	\$50.00
Compressive Strength	Each	\$16.50
Compressive Strength of Masonry Units	Each	\$55.00
Compressive Strength of Constructed Prisms	Each	\$135.00
Mortar/Grout Mix Design	Each	\$620.00
Grout Mix Design	Each	\$620.00
Strength of Mortar	Each	\$70.00
Absorption	Each	\$60.00

MISCELLANEOUS

Trip Charge	Each	\$30.00
Sampling/StandbyTime	Per Hour	\$50.00
Sample prep	Per Hour	\$50.00
Windsor Probe	Per Test	\$120.00
Coring Machine	Per Day	\$120.00
Schmidt Hammer	Per Test	\$60.00
Printing	Per Page	Cost plus 10%
Rented Heavy Equipment		Cost plus 10%
Miscellaneous Subcontracts		Cost plus 10%
2WD Vehicle	Per Day	\$60.00
4WD Vehicle	Per Day	\$60.00
Mileage	Per Mile	\$0.70
Other Costs		Cost plus x10%
Corporate Consultants		Negotiated based upon specific needs
Contracted Consultants		Cost plus 10%

All Unit Rates are to be fully burdened for standard testing on a per unit basis and include technician time, management and reporting, but do not include travel, standby, or unusual testing conditions

All travel, standby, and non-standard testing or field conditions at hourly rates unless negotiated otherwise

All overtime hours worked (in excess of ten hours per day or work on a City Project, Saturday or Sunday) are subject to 25% markup of listed hourly rates if work is requested by Client or are reasonably necessary to meet job schedules.

All costs not specified are subject to negotiation or standard City-negotiated markup