

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING 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 Paradigm Consultants, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional construction materials testing services for the construction of a three-lane divided, concrete roadway with curb and gutter, under the Fort Bend County 2013 Mobility Bond Program – Sugar Land-Howell Road Construction Material Testing – Project No. 13211 (hereinafter "Services") pursuant to SOQ 14-025; 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 Services to County as defined in Proposal No. P17-121 dated May 2, 2017.

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 one hundred six thousand fifty-five dollars and 00/100 (\$106,055.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment 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 and/or one (1) original hard 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 is one hundred six thousand fifty-five dollars and 00/100 (\$106,055.00) 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 is one hundred six thousand fifty-five dollars and 00/100 (\$106,055.00).

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 twelve (12) months thereafter. 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. 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.

10.1.2 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.

10.1.3 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.

10.1.4 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, excluding Professional Liability, 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 DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, 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 st Floor Richmond, Texas 77469
Contractor:	Paradigm Consultants, Inc. Attn: Joshua Olsen, CET 9980 W. Sam Houston Parkway S., Suite 500 Houston, Texas 77099

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. Performance Representation

16.1 Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the

greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

16.2 Contractor will materially conform to all requirements and specifications contained in the attached Exhibit A.

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.

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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 last party hereto.

FORT BEND COUNTY

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

PARADIGM CONSULTANTS, INC



J. Ray Meyer, P.E., Vice President
Thomas Brent Lapsley
May 25, 2017

Date

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

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EXHIBIT A



May 2, 2017
Proposal No.: P17-121

Mr. Donald M. Durgin, P.E.
RPS Klotz Associates
1160 Dairy Ashford, Suite 500
Houston, TX 77079

**Paradigm
Consultants, Inc.**

9980 W. Sam Houston Pkwy S.
Suite 500
Houston, Texas 77099

Tel: 713-686-6771
Fax: 713-686-6795
paradigmconsultants.com
TBPE Reg. No. F-001478

**Proposal for Construction Materials Testing Services
Fort Bend County Engineering Department Precinct 2
Sugar Land – Howell Road From Old Richmond to Bissonnet
Fort Bend County, Texas**

Dear Mr. Durgin:

Paradigm Consultants, Inc., (PCI) appreciates the opportunity to submit this construction materials testing proposal for the Fort Bend County Engineering Department Precinct 2 Sugar Land – Howell Road From Old Richmond to Bissonnet project. This testing proposal presents our scope of services, unit rates and conditions, and estimated cost of services and is based on our review of the project documents provided by RPS Klotz and Associates.

Project Description

Current plans include the removal and replacement of over 3,200 linear feet of street paving on Sugar Land – Howell Road, and over 3,700 linear feet of storm sewer lines from Old Richmond Road to Bissonnet. Plans also include the addition of sidewalk paving on both sides of Sugar Land – Howell Road, and three areas of pre-cast concrete panel retaining walls.

Unit Rates

Services will be provided on a time and expense basis in accordance with the unit rates included in the Estimated Cost of Services and attached fee schedule. Technician time will be charged portal to portal for all hours worked, our minimum call out is four hours.

Estimate Cost of Services

We estimate the cost of services listed below to be \$106,055 as shown on the following cost summary and the enclosed Description and Estimated Cost of Services. **The actual cost of services is dependent on the contractor's schedule and efficiency.**

Storm Sewer monitoring and testing	\$23,520
Earthwork (Howell Road) monitoring and testing	15,340
Pre-Cast Retaining Wall Backfill Monitoring and Testing	25,935
Howell Road Concrete Monitoring and Testing	23,720
Sidewalk Concrete Monitoring and Testing	7,080
Project Management	10,460

DESCRIPTION AND ESTIMATED COST OF SERVICES
Fort Bend County Engineering Department Precinct 2
Sugar Land – Howell Road From Old Richmond to Bissonnet
Page 2 of 4

This estimate is based on providing services for all earthwork monitoring, site utility and pavement development, construction of all building pads, concrete monitoring and sampling, etc. The actual cost of services is dependent on the scope and level of services requested and the contractor's schedule and efficiency, items for which we have no input.

The engineering technician will be capable of providing earthwork monitoring and testing, foundation inspection, concrete monitoring and sampling, etc. There is no additional charge per-test for field density tests.

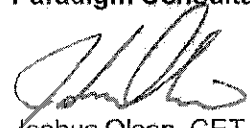
Proposal Acceptance


If this proposal meets with your approval, please sign below and return the original to our office. Your verbal authorization to begin work indicates your acceptance of the attached *Terms and Conditions for Construction Materials Testing Services*.

Closing

Again, we appreciate the opportunity to work with you. If you need any additional information, please call.

Sincerely,
Paradigm Consultants, Inc.


Joshua Olson, CET
Project Manager


J. Ray Meyer, P.E.
Vice President

Enc. Estimate Cost of Services
 Description of Services
 Terms & Conditions

DESCRIPTION AND ESTIMATED COST OF SERVICES
Fort Bend County Engineering Department Precinct 2
Sugar Land – Howell Road From Old Richmond to Bissonnet
Page 3 of 4

EARTHWORK MONITORING AND TESTING

Representative samples of general area fill, structural fill, utility trench fill and stabilized subgrade will be obtained and tested in the laboratory for specification compliance and the optimum moisture/maximum dry density relations will be determined. The technician will also perform periodic field density testing of utility trench fill. He will also perform field density testing at the specified frequency for structural fill and stabilized subgrade. We will also obtain periodic production samples of structural building pad fill to determine if material meets project specifications.

CONCRETE MONITORING AND TESTING

Field Services. An engineering technician will perform monitoring and testing of the fresh concrete. He will also mold standard test cylinders during the concrete placement and pickup the specimens in the field and deliver to our laboratory to test for strength specification compliance. We will cast a set of four (4) cylinders for every 100 cubic yards of concrete placed each day.

Laboratory Testing. Two cylinders will be tested at 7 days and two at 28 days to determine compressive strength. We will provide sample curing and testing in accordance with standard procedures. We will report the test results of cylinders cast in connection with field inspection.

REINFORCING STEEL PLACEMENT INSPECTION

An engineering technician will review the reinforcing steel placement prior to structural concrete placements to determine compliance with project documents and referenced standards. He will notify the contractor of any deficiencies to allow for correction prior to concrete placement. A formal report of our field activities will be issued.

PROJECT MANAGEMENT

The project manager will attend progress meetings when testing is a regular topic of discussion and any special meetings that might be required. He will communicate immediately with appropriate project team members if tests or inspections fail to meet specification requirements to assist with an efficient resolution. He will process and submit technical reports to team members in a timely manner. A Senior Engineer will oversee the project and submit *Special Inspection* documentation as required by structural drawing notes.

DESCRIPTION AND ESTIMATED COST OF SERVICES
Fort Bend County Engineering Department Precinct 2
Sugar Land – Howell Road From Old Richmond to Bissonnet
Page 4 of 4

Description	Est. Quan.	Unit	Rate	Amount
Storm Sewer Monitoring Est. 38 Days				
Moisture/Density Relation	4	Each	\$245.00	\$980.00
Percent Passing #200 Sieve	4	Each	\$55.00	\$220.00
Atterberg Limits	4	Each	\$70.00	\$280.00
Senior Engineering Technician, RT	228	Hour	\$75.00	\$17,100.00
Nuclear Density Device	38	Day	\$70.00	\$2,660.00
Vehicle Charge	38	Day	\$60.00	\$2,280.00
Storm Sewer Monitoring Subtotal				\$23,520.00
Earthwork Monitoring and Testing (Howell Road) Est. 20 Days				
Moisture/Density Relation	2	Each	\$245.00	\$490.00
Atterberg Limits	2	Each	\$70.00	\$140.00
Percent Passing #200 Sieve	2	Each	\$55.00	\$110.00
Senior Engineering Technician, RT	160	Hour	\$75.00	\$12,000.00
Nuclear Density Device	20	Day	\$70.00	\$1,400.00
Vehicle Charge	20	Day	\$60.00	\$1,200.00
Detention Basin Monitoring Subtotal				\$15,340.00
Pre-Cast Retaining Wall CSS Backfill Monitoring Est. 30 Days				
Moisture/Density Relation	3	Each	\$245.00	\$735.00
Cement Stabilized Compressives - Set of 4	11	Each	\$300.00	\$3,300.00
Senior Engineering Technician, RT	240	Hour	\$75.00	\$18,000.00
Nuclear Density Device	30	Day	\$70.00	\$2,100.00
Vehicle Charge	30	Day	\$60.00	\$1,800.00
Footing Sub-base Monitoring Subtotal				\$25,935.00
Howell Road Concrete Monitoring and Testing Est. 30 Days				
Concrete Cylinders	196	Each	\$20.00	\$3,920.00
Senior Engineering Technician, RT	240	Hour	\$75.00	\$18,000.00
Vehicle Charge	30	Day	\$60.00	\$1,800.00
Building Utility Monitoring Subtotal				\$23,720.00
Sidewalk Concrete Monitoring and Testing Est. 12 Days				
Concrete Cylinders	48	Each	\$20.00	\$960.00
Senior Engineering Technician, RT	72	Hour	\$75.00	\$5,400.00
Vehicle Charge	12	Day	\$60.00	\$720.00
Building Utility Monitoring Subtotal				\$7,080.00
Project Management				
Project Engineer, if needed	5	Hour	\$200.00	\$1,000.00
Project Manager	86	Hour	\$110.00	\$9,460.00
Project Management Subtotal				\$10,460.00
TOTAL ESTIMATED TESTING COST				\$106,055.00

PARADIGM CONSULTANTS, INC.

SCHEDULE OF FEES (CMT2016.01)

PROFESSIONAL SERVICES

DESCRIPTION	UNIT RATE
Principal (ASCE Grade VIII).....	\$300.00/hour
Engineer VII (ASCE Grade VII).....	250.00/hour
Senior Engineer VI (ASCE Grade VI)	225.00/hour
Engineer V (ASCE Grade V).....	200.00/hour
Engineer IV (ASCE Grade IV).....	170.00/hour
Engineer III (ASCE Grade III).....	150.00/hour
Engineer I / II, EIT, Staff Geologist	125.00/hour
Engineering Assistant	75.00/hour
Word Processor/Support Staff	75.00/hour
Senior CMT Project Manager	135.00/hour
CMT Project Manager	110.00/hour
Technician, NICET IV	110.00/hour
Technician, NICET III, HMA II.....	80.00/hour
Technician, NICET II, HMA 1A	75.00/hour
Technician, ACI I.....	60.00/hour
Technician, HMA 1B	55.00/hour
Certified Weld Inspector, CWI.....	125.00/hour
Certified Weld Inspector, Associate CWI	90.00/hour
NDT Level II or ACCP Level II Inspector	140.00/hour
ASNT / ACCP Level III Inspector	170.00/hour
NDE Assistant.....	80.00/hour
NACE Level II	100.00/hour

FIELD SERVICES & EQUIPMENT

A. PERSONNEL	
Specialist Field Representative	\$125.00/hour
Senior Field Representative	75.00/hour
Field Representative	55.00/hour
B. EQUIPMENT	
Floor Flatness (Dipstick)	85.00/hour
Ultrasonic Testing Equipment	35.00/hour
Nuclear Density Device.....	70.00/day
Pull-off Adhesion Testing	By Quote
C. VEHICLE & TRAVEL EXPENSES	
Vehicle (< 30 mi each way).....	\$60.00/trip
Vehicle (> 30 mi each way).....	90.00/trip
Mileage > 50 mil each way.....	0.90/mile
D. SPECIALTY TESTING	
Impact Echo.....	By Quote
Ferrosan.....	By Quote
Ground Penetrating Radar	By Quote
Adhesion Testing	By Quote
E. FIREPROOFING	
Density of SFRM (ASTM E 605)	\$55.00/each
Cohesion/Adhesion of SFRM (ASTM E 736).....	45.00/each

LABORATORY TESTING SERVICES

A. SOIL	
Liquid and Plastic (Atterberg) Limits (ASTM D 4318 Method A).....	\$70.00/each
pH of Soil (ASTM D 4972)	20.00/each
Optimum Lime Content by Plasticity Index Method	315.00/each
Optimum Lime Content by pH Method (ASTM D 6276).....	245.00/each
Percent Finer than No. 200 Sieve (ASTM D 1140).....	55.00/each
Compressive Strength for Stabilized Soils.....	75.00/each
Moisture/Density Relationships	
ASTM D 698 or AASHTO T-99 (4-in. mold)	245.00/each
ASTM D 1557 or AASHTO T-180 (4-in. or 6-in. mold).....	245.00/each
Modified or Stabilized Soils Surcharge	20.00/each
Oversized Correction Surcharge.....	75.00/each
Sample Preparation	55.00/each

Description	Unit Rate
B. CONCRETE	
Concrete Mixture Verification	By Quote
Laboratory Compression Testing of Concrete Cylinders (ASTM C 39)	
Curing, Testing, and Reporting includes Reserves Not Tested	20.00/each
Cylinders Cast By Others (Minimum 4 cys.)	35.00/each
Early Break Cylinder (Reported verbally or written prior to 10:00 a.m. on scheduled break date)	50.00 each
Per cylinder surcharge for break date revision on samples being cured	25.00 each
Laboratory Flexural Testing of Concrete Beams (ASTM C 78 or C 293)	
Testing and Reporting	45.00/each
Concrete Coring	By Quote
Compression Test of Concrete Core (ASTM C42)	50.00/each
Core Measurement (ASTM C 174)	20.00/each
Diamond Sawing	2.75/sq.in.
C. ASPHALT MATERIALS	
Molding Hveem Specimens, set of 3, (Tex-208F)	\$90.00/set
Specific Gravity (Tex 201F)	80.00/each
Bulk Density, set of 3 (Tex 207F)	60.00/set
Theoretical Maximum Specific Gravity (Tex 227F)	100.00/each
Stability, Hveem, set of 3 (Tex 208F)	110.00/set
Asphalt Content by Ignition Method (Tex 236F)	210.00/each
D. AGGREGATE	
Sieve Analysis, coarse aggregate (ASTM C 136)	\$110.00/each
Sieve Analysis, fine aggregate (ASTM C 136)	80.00/each
Percent Finer than No. 200 Sieve (ASTM D 1140)	55.00/each
Relative Density, coarse aggregate (ASTM C 127)	78.00/each
Relative Density, fine aggregate (ASTM C 128)	90.00/each
Absorption (ASTM C 127/C 128)	80.00/each
Bulk Density & Voids (ASTM C 29)	70.00/each
E. MASONRY	
Compressive Strength, Mortar/Grout Cubes, Set of 6 (ASTM C 109)	\$150.00/set
Compressive Strength, Mortar/Grout Prism, Set of 6 (ASTM C 1019)	330.00/set
F. FIREPROOFING	
Density of SFRM (ASTM E 605)	\$55.00/each
Cohesion/Adhesion of SFRM (ASTM E 736)	45.00/each
G. LIGHTWEIGHT INSULATING ROOFING	
Compressive Strength (ASTM D 495)	\$45.00/each
Unit Weight, Set of 2, (ASTM C 495)	65.00/set

NOTES:

1. A minimum of 4 hours will be invoiced for each trip.
2. Unless otherwise noted in the proposal, overtime for non-engineering personnel will be charged at 1.5 times the personnel rates. Overtime will be applicable for all hours before 6:00 a.m. and after 5:00 p.m., all hours in excess of 8 hours per day, Monday through Friday, and all hours worked on weekends and holidays. Expedited laboratory testing which requires overtime to meet the construction schedule or contractor's request will be charged at 1.5 times the listed rates.
3. Project management will be invoiced on a monthly basis at a rate of one hour for every 10 hours of field services provided. In addition, we will also invoice the Project Manager's time for meetings, site visits, and consultation.
4. Rates for field representatives and transportation charges are invoiced on a portal-to-portal basis.
5. A minimum of 24 hours advance notice is requested for scheduling or canceling field representative or testing services. Work scheduled with less than 24 hours notice will be serviced subject to available personnel. Work canceled with less than 4 hours notice may be subject to the minimum charge if field representative has been dispatched to the field.
6. Expenses such as consultant costs, delivery services, equipment rental, reproduction, subcontractor services, supplies, and travel including airfare, car rental, and lodging will be invoiced at Cost + 15%.
7. Invoices will be submitted monthly for work in progress and are due and payable upon receipt. Invoices not paid within 30 days of invoice date will be subject to 1.5% interest per month.

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

Certificate Number:
2017-212260

Date Filed:
05/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Paradigm Consultants, Inc
Houston, TX United States

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.

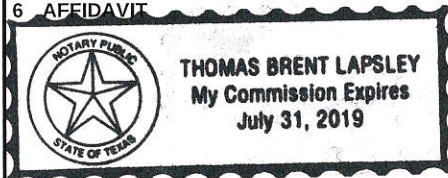
14-025
Sugar Land - Howell (13211) Construction Materials Testing

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 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gregory Borg, this the 23rd day of May, 20 17, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Thomas Brent Lapsley
Printed name of officer administering oath

Notary Public
Title of officer administering oath