

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 Charles D. Gooden Consulting Engineers, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services for the construction of sidewalks throughout the precinct to provide increased mobility for pedestrians for the Precinct 2 Sidewalk Safety Program, Project Number 17206, under the 2017 Mobility Bond Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; 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 professional engineering and consulting services, including but not limited to assistance with bidding and contractor selection, project identification and scoping, construction management and construction materials testing, for the project as described in the Scope of Services and Deliverable Documents attached hereto as Exhibit A, and incorporated herein for all purposes.

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 five hundred thousand dollars and no/100 (\$500,000.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement 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 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 five hundred thousand dollars and no/100 (\$500,000.00) 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 five hundred thousand dollars and no/100 (\$500,000.00).

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 December 31, 2022. 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 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 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 HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, 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:	Charles D. Gooden Consulting Engineers, Inc. Attn: Charles D. Gooden, Jr., COO 2320 Holmes Road, Suite A Houston, TX 77051-1014

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. Standard of Care

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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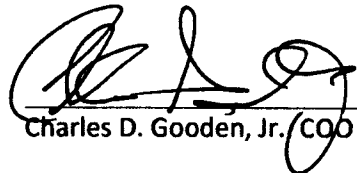
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

CHARLES D. GOODEN CONSULTING
ENGINEERS, INC.



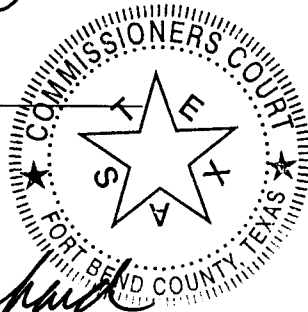
KP George, County Judge



Charles D. Gooden, Jr. (COO)

7.23.2019

Date



July 10, 2019


Date

ATTEST:



Laura Richard, County Clerk

APPROVED:



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

APPROVED AS TO LEGAL FORM:



Huma Ahmed, Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$500,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2019 Agreements\Engineering\Precinct 2_Sidewalk Safety Program\17206\Agreement - Pro Eng Svcs. Sidewalk Safety Program.docx [6/25/2019]

EXHIBIT A



CHARLES D. GOODEN CONSULTING ENGINEERS, INC.

2320 Holmes Road, Suite A
Houston, Texas 77051-1014
(713) 660-6905 Fax (713) 660-8817
cdgce@goodenengineers.com
www.goodenengineers.com

June 18, 2019

Stacy Slawinski, P.E. – County Engineer
Fort Bend County, Texas
301 Jackson Street
Richmond, TX 77469

RE: Proposal for Fort Bend County Mobility Program Project 17206
Precinct 2 Sidewalk Safety Program

Ms. Slawinski:

Charles D. Gooden Consulting Engineers, Incorporated (CDGCE) is pleased to present this proposal for Fort Bend County Mobility Program Project 17206.

Team members for this project are:

Prime Professional	Charles D. Gooden Consulting Engineers, Inc.
Surveyor	Lupher, LLC
Civil Engineering Support	SES Horizon Consulting Engineers
Geotechnical / Construction Materials Testing	Terracon

Project Description

Fort Bend County Precinct 2 is seeking to partner with local entities including Municipal Utility Districts, Cities, and Homeowner's Associations, to construct sidewalks. There are currently no specific sidewalk projects identified.

Scope of Services

The items detailed below are not exhaustive of the services that may be required by Fort Bend County. Other tasks may be assigned by Fort Bend County as necessary.

Phase 100 – Bidding and Contractor Selection

1. Develop the bid package for the Project. CDGCE will identify a list of sidewalk construction items for inclusion on the bid proposal form. Drawings will be limited to a set of standards including sidewalk construction, ADA ramps, traffic control, and stormwater pollution prevention (SWPPP).
2. Attend meetings with RPS Group (RPS) and Fort Bend County as needed.
3. Provide answers to questions from prospective bidders.
4. Develop bid tabulations and a Contractor Recommendation Letter.

Phase 200 – Project Identification and Scoping

1. Identification of project areas will be performed by others.
2. When a project area is confirmed CDGCE will arrange a site visit with the Contractor to define the project as follows:
 - a. Perform research on existing conditions
 - b. CDGCE will develop a written description of the project limits.
 - c. CDGCE will develop a graphic exhibit of the project limits with callouts necessary to identify the location new sidewalk and any challenges presented by existing conditions
 - d. CDGCE and Contractor will walk the project limits and mutually agree on the bid items and quantities required to accomplish the sidewalk construction.
 - e. On case-by-case basis CDGCE will request permission from RPS to procure geotechnical borings, topographic survey, and ROW identification.
 - f. With review by RPS and Fort Bend County, CDGCE will develop a Work Order for the Contractor. Work Order will be submitted to Fort Bend County for processing and development of a purchase order for the Contractor

Phase 300 – Construction Management

1. Attend pre-construction conference with project stakeholders
2. Construction Manager will coordinate inspection and materials testing personnel, monitor the Contractor's schedule, respond & track requests for information (RFI), coordinate & track the review and approval of submittals
3. Arrange and attend monthly progress meetings
4. Evaluate Contractor's proposals for changes to the work
5. Review Contractor's field documentation on a monthly basis to verify compliance with the Texas Pollutant Discharge Elimination System (TPDES) permit requirements
6. Manage and review the work of project team
7. Review Contractor's pay applications
8. Execute project closeout

Phase 400 – Construction Inspection (Part-Time Basis)

1. The Construction Inspector shall visit the project site to observe and verify;
 - a. Subgrade preparation and/or base installation
 - b. Forms and reinforcing steel installation
 - c. Concrete pours
 - d. Traffic control measures
 - e. SWPPP installations
2. Inspector shall develop project inspection reports to document each visit. Photographs will be used to document construction activities
3. Inspector shall notify Construction Manager of any serious deficiencies observed in the field. Construction Manager shall notify RPS of the same

4. Perform final closeout inspection when all pay items are complete.

Phase 500 – Document Control and Administrative Support

1. Develop minutes of pre-construction and progress meetings
2. Develop monthly invoices for the project
3. Assist with word processing for Construction Inspection Reports

Estimated Construction Cost - \$6 million

1. \$3.5 million contributed by Fort Bend Count
2. \$2.5 million contributed by local entities (Cities, Municipal Utility Districts, Homeowner's Associations, etc.)

Fee

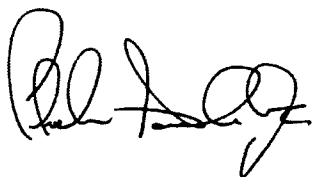
This project shall be performed on a time-and-materials basis. CDGCE and all project team members will maintain detailed records of time and materials to provide backup for invoicing. Our proposed not-to-exceed fee is \$500,000.00 to include the services of the sub-consultants listed above.

CDGCE will alert RPS when 50% of the not-to-exceed fee has been billed.

CDGCE has qualified staff available to execute the work described above. We look forward to a successful project.

Sincerely,

Charles D. Gooden Consulting Engineers, Incorporated
Texas Board of Professional Engineers Firm 4176



Charles D. Gooden, Jr.
Chief Operating Officer

Attachments

- A: Charles D. Gooden Consulting Engineers, Inc. Project Billing Rates
- B: Lupher LLC Project Billing Rates
- C: SES Horizon Project Billing Rates
- D: Terracon Project Billing Rates



CHARLES D. GOODEN CONSULTING ENGINEERS, INC.

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June 18, 2019

Attachment A: 2019 Hourly Billing Rates

Project Name: Fort Bend County Mobility Project No. 17206, Precinct 2

Title	Rate
Principal in Charge	\$202.00
Construction Manager	\$150.00
Project Engineer	\$130.00
Structural Engineer	\$130.00
Construction Inspector	\$105.00
Civil Designer	\$90.00
CAD Technician	\$85.00
Clerical	\$90.00

Other Charges

Mileage	Current IRS Rate
Property Research via CourthouseDirect.com	Cost
Reproduction Full-Size Drawings (Black/White)	\$0.09/SF
Reproduction Full-Size Drawings (Color)	\$3.50/SF
Deliveries	Cost

Attachment B

FORT BEND COUNTY PRECINCT 2

EXHIBIT "A"
LUPHER, LLC
HOURLY BILLING RATE SCHEDULE

2019

Surveying Rates

SR. Project Manager, RPLS	\$180.00
Project Manager, RPLS	\$165.00
SIT (TBPLS Certified)	\$120.00
Survey/CADD Tech	\$110.00
Sr. CAD Operator	\$90.00
2-Man Survey Crew	\$140.00
3-Man Survey Crew	\$160.00
Administrative Assistant	\$90.00

Misc. Reimbursables and Expenses

Mileage (Per Mile/Per Vehicle)	IRS Rate
Map Record Copies (Per Map)	\$28.14
Deed Record Copies (Per Page)	\$1.41
GPS/RTK (Per Hour/Unit)	\$16.88
Reproduction	Cost
Deliveries	Cost
Parking	Cost
As-Bulits Utility Maps	Cost
SubConsultants	Cost

SES Horizon Consulting Engineers
Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet
 Project : Sidewalk Safety Program
 Project : Fort Bend Project No. 17206

TASK DESCRIPTION	PRINCIPAL	PROJECT COORDINATOR	STRUCTURAL ENGINEER	SENIOR ENGINEER	ENGINEER	ENGINEERING TECHNICIAN	CONSTRUCTION INSPECTOR	ADMINISTRATION	TOTAL HOURS	Task Total
1. Construction Phase Services										
Construction Project Management		0							0	\$ -
Project Document Control					0				0	\$ -
Observation & Inspection							0		0	\$ -
										\$ -
MANHOUR SUBTOTAL	0	0	0	0	0	0	0	0	0	
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
LABOR RATE PER HOUR	\$202.00	\$144.00	\$144.00	\$127.00	\$120.00	\$76.00	\$105.00	\$50.00		
<i>SUBTOTAL LABOR</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL										\$ -

Hourly Calculation

Construction Project Management = 0 Months X 0 Hours Per Month = 0 Hours
 Project Document Control = 0 Months X 0 Hours Per Month = 0 Hours
 Observation & Inspection = 0 Months X 4.33 Weeks Per Month X 6 Days Per Week X 7 Hours Per Day = 0

Terracon

2019

Schedule of Services and Fees Geotechnical and Materials Services

2019 RATES

1. PERSONNEL

Principal	\$ 210.00 /hour
Senior Engineer	\$ 150.00 /hour
Senior Project Manager	\$ 150.00 /hour
Project Engineer	\$ 125.00 /hour
Project Manager	\$ 125.00 /hour
Senior Staff Engineer	\$ 115.00 /hour
Staff Engineer	\$ 110.00 /hour
Field Supervisor	\$ 90.00 /hour
Technician V (4 hour minimum)	\$ 100.00 /hour
Technician IV (4 hours minimum)	\$ 95.00 /hour
Technician III (4 hours minimum)	\$ 80.00 /hour
Technician II (4 hours minimum)	\$ 70.00 /hour
Technician I (4 hours minimum)	\$ 65.00 /hour
Senior CAD Operator	\$ 105.00 /hour
Drafts Person/Cad Operator	\$ 87.00 /hour
CAD Designer	\$ 52.50 /hour
Clerical/Administrative Staff/Senior Administrative Staff	\$ 65.00 /hour

** An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.*

2. EXPENSES AND SUPPLIES

Vehicle Charge (local area, within 25 miles of office)	\$ 125.00 /day*
Vehicle Charge (local area, within 25 miles of office, less than 4 hours)	\$ 85.00 /1/2 day*
Vehicle Charge (outside local area)	\$ 0.83 /mile*

3. DRILLING

Logging and Stratification of Boring Logs	\$ 130.00 /hour
Mobilization of equipment and personnel – Truck Drill (3.76/mile* each way)	\$ 425.00 /minimum
All-Terrain or Track-mounted Drill (4.85/mile* each way)	\$ 600.00 /minimum
Support Vehicle	\$ 120.00 /day

Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.

Depth-Feet

0 – 20	\$ 18.00 /foot
Logging and Stratification of Boring Logs	\$ 130.00 /hour
Mobilization of equipment and personnel – Truck Drill (3.76/mile* each way)	\$ 425.00 /minimum
All-Terrain or Track-mounted Drill (4.85/mile* each way)	\$ 600.00 /minimum
Support Vehicle	\$ 120.00 /day

Terracon

2019

Schedule of Services and Fees Geotechnical and Materials Services

2019 RATES

4. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL

(Personnel Time Not Included)

Nuclear Density and Moisture Measuring Equipment	\$ 12.00 /test
	\$ 85.00 /day
	\$ 280.00 /week
James R-Meter (for size and location of reinforcing steel)	\$ 60.00 /day
Profometer	\$ 140.00 /day
Ferrosan	\$ 250.00 /day
Floor Flatness Equipment (Dipstick)	\$ 200.00 /day
	\$ 600.00 /week
Maturity Meter	\$ 85.00 /day
Probes	\$ 44.00 each
Brass 2 inch Cube Mold	\$ 11.00 /day
	\$ 44.00 /week
Pulse Velocity	\$ 115.00 /day
Windsor Probe	\$ 160.00 /day
Set of Three Probes	\$ 60.00 /set
Windsor Pin	\$ 155.00 /day
	\$ 25.00 /probe
Beam Mold	\$ 11.00 /day
	\$ 38.00 /week
Cleaning, Beam Mold	\$ 22.00 each
Global Positioning System	quote on request

5. SOIL LABORATORY TESTING

Identification

Atterberg Limits Determination (LL, PL)	\$ 70.00 /test
Density Determination (Shelby tube sample)	\$ 40.00 /test
Percent Passing #200 sieve	\$ 50.00 /test
Moisture Content Determination	\$ 13.00 /test
Unconfined Compression	\$ 55.00 /test

6. CONCRETE AND MASONRY

Concrete or Mortar Mix Verification	\$ 475.00 each
Compressive Strength of 6" x 12" Cylinder (ASTM C 39)	\$ 23.00 each*
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 18.00 each*

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:
2019-514754

Date Filed:
07/10/2019

Date Acknowledged:
07/23/2019

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

Charles D. Gooden Consulting Engineers, 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
Engineering Services, Project Management, and Construction Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gooden, Jr., Charles	Houston, TX United States	X	
	Gooden, Peggy	Houston, TX United States	X	
	Gooden, Charles	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)