

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 "Consultant"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering and surveying services for improvements to Winkleman Road and Castle Gate Drive under Project No. 20210 of the Fort Bend County Mobility Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant 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**

Consultant shall render the professional engineering services as described in Consultant's Scope of Work, attached hereto as Exhibit A, and incorporated herein for all purposes.

##### **Section 2. Personnel**

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-eight thousand five hundred eighteen dollars and no/100 (\$68,518.00) 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 Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant 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 sixty-eight thousand five hundred eighteen dollars and no/100 (\$68,518.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed sixty-eight thousand five hundred eighteen dollars and no/100 (\$68,518.00).

### **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, 2026. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

## **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

12.3 Consultant 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. Consultant 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 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant 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 Consultant**

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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<sup>st</sup> Floor  
Richmond, Texas 77469

Consultant: Charles D. Gooden Consulting Engineers, Inc.  
2320 Holmes Road, Suite A  
Houston, Texas 77051

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**

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Standard of Care**

Consultant 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, Consultant 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 Consultant 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 Consultant 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 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant 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, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant 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.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

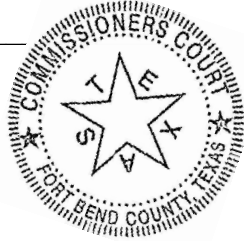
  
County Judge KP George  
\_\_\_\_\_  
KP George, County Judge

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

June 7, 2022  
Date

Charles D. Gooden, Jr.  
Authorized Agent – Printed Name

ATTEST:

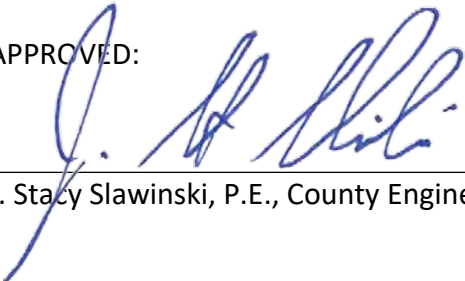


Chief Operating Officer  
Title

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


May 25, 2022  
Date

APPROVED:

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

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 68,518.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# 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

April 11, 2022

J. 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 20210  
Winkleman Road and Castle Gate Drive  
Subdivision Name: Kingsbridge Court Section 2  
Plat Filed Under Doc # 20010485

ATTN: Gabriel Odreman, P.E.  
Program Manager – RPS

Mr. Slawinski:

Charles D. Gooden Consulting Engineers, Incorporated (CDGCE) is pleased to present this proposal for Fort Bend County Mobility Program Project 20210.

Team members for this project are:

Prime Professional	Charles D. Gooden Consulting Engineers, Inc.
Surveyor	Interland Surveying and Mapping
Geotechnical Consultant	HVJ Associates, Inc.

### **Project Description**

Winkleman Road and Castle Gate Drive currently intersect approximately 1,150 feet south of Beechnut Street. These two streets do not currently intersect at a 90-degree angle. This project will reconstruct and re-align the intersection of Winkleman and Castle Gate Drive to improve safety and visibility for vehicular traffic at the intersection.

### **Scope of Services**

This proposal shall cover the surveying and engineering required to accomplish the project.

**Survey** – Approximately 1,000 linear feet of topographic survey. From the intersection of Winkleman Drive and Castle Gate Drive the survey will include 350 linear feet to the west, 250 linear feet to the north and 400 linear feet to the east. Surveyor and Engineer will participate in a walkthrough to validate the survey. Surveyor shall also provide Level B Subsurface Utility Engineering to locate existing storm sewer and inlets.

**Geotechnical Subsurface Investigation** – For this project, HVJ will drill two (2) borings to a depth of 15 feet and one (1) boring to a depth of five (5) feet below the existing grade. Soil samples will be obtained continuously to the boring termination depths. The pavement will be cored at the borehole locations prior to drilling and pavement thickness information obtained from the cores will be included in the report. The final report will include boring logs and test data, groundwater conditions, generalized subsurface conditions, flexible pavement reconstruction recommendations for Winkleman Road, rigid pavement reconstruction recommendations for Castle Gate Drive, structural fill requirements, general earthwork recommendations, and utility design construction considerations (in case new storm sewer pipe is proposed as part of the project solution).

**Utility Coordination** – Research to determine the existence and location of underground utilities (pipelines, duct banks, etc.) is the design consultant's responsibility. A reasonable amount of research should be conducted, including but not limited to contact with companies identified on above-ground markers, Texas Railroad Commission Pipeline GIS data, and map requests to prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers should be obtained. An appropriate attempt must be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features should be identified. Prepare a utility conflict table which will be submitted at each design submittal with information regarding each utility company needing coordination, including but not limited to specific utility conflicts and their respective locations, utility company's point of contact, dates contacted, and specific items sent. Coordinate with Oil/Gas pipeline owners for depth requirements. Any subsurface utility exploration (SUE) should be at the expense of the utility company provided the utility is within County ROW and does not own an easement. Contact with utility companies (both overhead and underground) to coordinate relocation of existing utilities will be made by the project management consultant. Submit milestone-level drawings to applicable utility companies for their review.

**Preliminary Engineering Report (PER)** – CDGCE shall develop a PER for this project in accordance with the Fort Bend County Engineering Design Manual, dated October 2021. The PER shall include the following tasks: existing data collection, construction documents (plan and profiles shall be 30% level) per Fort Bend County Criteria. Construction documents shall include but not be limited to a coversheet, index, typical sections, overall project layout, survey maps and control sheets, roadway plan and profile, and standard details. The PER shall also a construction cost estimate, sight triangles, ROW acquisition recommendations, evaluation of existing drainage infrastructure's capability to convey any increased stormwater runoff, coordination with Fort Bend County Drainage District, utility conflict list, and study report summarizing findings.

**Final Design** – Subsequent to the acceptance of the PER by Fort Bend County, CDGCE shall continue development of the construction documents and make submittals at the following intervals: 90% and Final in accordance with the Fort Bend County Engineering Design Manual, dated October 2021. In addition to construction documents developed for the PER, the 90% and Final submittals shall include: traffic control plan, stormwater pollution prevention plan, cross sections with earthwork calculations, and layout for any necessary temporary construction easements. Each submittal will include a construction cost estimate and list of specifications. The 100% submittal shall also include a KMZ file, bid form, and project manual.

**Coordination with Stakeholders** – With approval of Fort Bend County, CDGCE shall handle coordination and communication with area stakeholders including Homeowner Associations, schools, potentially affected property owners, and others. The traffic control plan shall ensure commercial, residential, and other properties have access throughout construction.

**Bid Phase and Construction Phase Services** – CDGCE shall perform bid phase and construction phase services in accordance with Section 14.1 and 14.2 of the Fort Bend County Engineering Design Manual, dated October 2021.

**Project Schedule** – The following milestones make up the project schedule. Notice-to-Proceed date is assumed to be March 15, 2022. Three weeks are assumed for each submittal review.

- PER Deadline: May 6, 2022 (52 Calendar Days)
- 90% Submittal: July 29, 2022 (60 Calendar Days)
- Final Submittal: September 19, 2022 (31 Calendar Days)

**Estimated Construction Cost - \$200,000.00**

**Total Proposed Fee – Engineering and Surveying: \$68,518.00.**

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: Level of Effort Proposal from Charles D. Gooden Consulting Engineers, Inc.
- B: Proposal from Interland Surveying & Mapping
- C: Proposal from HVJ Associates, Inc.

**Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet**

Winkleman Road and Castle Gate Drive Intersection Improvements

Project No. 20210

Charles D. Gooden Consulting Engineers, Inc. - TBPE Firm No. 4176

TASK DESCRIPTION	SENIOR PROJECT ENGINEER	EIT	SENIOR DESIGNER	SUPPORT SERVICES	CADD TECHNICIAN	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
<b>1. Preliminary Design (LS)</b>								<b>\$ 37,369.00</b>		
Establish a Typical Cross Section	8	4	8				20	\$ 2,308.00		N/A
Sight Distance Triangles	4	2	4				10	\$ 1,154.00		N/A
Determine Potential Conflicts with existing facilities & utilities	4	2		4			10	\$ 1,154.00		N/A
Site Visit	4	2					6	\$ 790.00		N/A
Prepare a Construction Cost Estimate			2	2			4	\$ 364.00		N/A
Prepare 30% Plans		40			40		80	\$ 7,600.00	8	10.00
Utility Coordination				8			8	\$ 728.00		N/A
Topographic Survey - <i>See attached proposal from Interland Group</i>							0	\$ 11,500.00		N/A
Geotechnical Investigation - <i>See attached proposal from HVJ Associates, Inc.</i>							0	\$ 9,931.00		N/A
Project Management & Meetings (3 Months Typical)	6						6	\$ 840.00		N/A
Preliminary Phase Expenses								\$ 1,000.00		
<b>2. Final Design (LS)</b>								<b>\$ 24,384.00</b>		
Cover Sheet & Index					1		1	\$ 75.00	1	1.00
General Notes					1		1	\$ 75.00	1	1.00
Typical Sections		1			4		5	\$ 415.00	2	2.50
Project Layout					5		5	\$ 375.00	1	5.00
Drainage Area Maps	2	24					26	\$ 3,040.00	3	8.67
Drainage Calculations	2	16					18	\$ 2,120.00		N/A
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)		10			65		75	\$ 6,025.00	3	25.00
TCP Advance Warning Signs, TCP Overview & Narrative			3				3	\$ 273.00	1	3.00
Traffic Control Plan			2		27		29	\$ 2,207.00	2	14.50
SWPPP Sheets	1				5		6	\$ 515.00	1	6.00
Signing & Pavement Markings		2	8				10	\$ 958.00	2	5.00
Standard Details					4		4	\$ 300.00	3	1.33
Technical Specifications	4			4			8	\$ 924.00		N/A
Bid Form				3			3	\$ 273.00		N/A
Construction Cost Estimate	2	2	4				8	\$ 874.00		N/A
Utility & Agency Approvals & Signatures				5			5	\$ 455.00		N/A
Cross Sections with earthwork calculations			40				40	\$ 3,640.00		N/A
Project Management & Meetings (3 Months Typical)	6						6	\$ 840.00		N/A
Final Design Phase Expenses								\$ 1,000.00		

**Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet**

Winkleman Road and Castle Gate Drive Intersection Improvements

Project No. 20210

Charles D. Gooden Consulting Engineers, Inc. - TBPE Firm No. 4176

TASK DESCRIPTION	SENIOR PROJECT ENGINEER	EIT	SENIOR DESIGNER	SUPPORT SERVICES	CADD TECHNICIAN	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
<b>3. Bid &amp; Construction Phase Services (T&amp;M)</b>								<b>\$ 6,765.00</b>		
Project Manual & Plans (PDF Format on Compact Disc * 28)				5			5	\$ 455.00		N/A
Attend Pre-Bid Meeting	2						2	\$ 280.00		N/A
Answer Bidder Questions & Addendum	2						2	\$ 280.00		N/A
Attend Pre-Construction Meeting	2						2	\$ 280.00		N/A
Review Contractor Submittals	8						8	\$ 1,120.00		N/A
Answering Requests for Information	15		5				20	\$ 2,555.00		N/A
Substantial Completion Walkthrough	3						3	\$ 420.00		N/A
Record Drawings					5		5	\$ 375.00		N/A
Bid & Construction Phase Expenses								\$ 1,000.00		
<b>4. Additional Services</b>								<b>\$ -</b>		
N/A							0	\$ -		N/A
<b>MANHOUR SUBTOTAL</b>	75	105	76	31	157	0	<b>444</b>		<b>21</b>	
	17%	24%	17%	7%	35%	0%				
<b>LABOR RATE PER HOUR</b>	\$140.00	\$115.00	\$91.00	\$91.00	\$75.00	\$70.00				
<b>SUBTOTAL LABOR</b>	\$10,500.00	\$12,075.00	\$6,916.00	\$2,821.00	\$11,775.00	\$0.00				
<b>TOTAL</b>								<b>\$ 68,518.00</b>		





## **PROPOSAL FOR PROFESSIONAL SERVICES**

**DATE:** August 10, 2021 [rev4\_01192022]

**SUBMITTED TO:** Mr. Charles D. Gooden, Jr.  
Chief Operating Officer  
Charles D. Gooden Consulting Engineers, Inc.  
2320 Holmes Road, Suite A  
Houston, Texas 77051

**PROJECT NAME:** **FBC Project 20210 – Proposed Mobility Program**  
Winkleman and Castlegate Drive  
Fort Bend County, Texas

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Interland Surveying & Mapping, LLC appreciates this opportunity to submit a proposal for the construction staking and surveying services to Charles D. Gooden Consulting Engineers, Inc. (CLIENT) for Proposed Intersection Improvements of Winkleman and Castlegate Drive project:

### **Land Surveying Services and Construction Staking**

- Project reconnaissance & mobilization
- Boundary verification
- Establishment of site control; re-establishment of control network, as required
- Topography at grid of 50' cross-sections - Subject rights-of-way and adjoining properties as described by CLIENT (approximately 1,000 linear feet), to include utility data requirements to fulfill SUE level B.
- Deliverables in electronic and PDF formats

The preliminary fee for the above-mentioned scope of services is \$11,500.00, which includes one-time staking.

Interland is grateful for this opportunity to continue to serve your surveying needs and welcomes any questions or feedback.

Kind regards,

Summer M. Qaddumi, President



Houston	6120 S. Dairy Ashford Rd.
Austin	Houston, TX 77072-1010
Dallas	281.933.7388 Ph
San Antonio	281.933.7293 Fax
	<a href="http://www.hvj.com">www.hvj.com</a>

April 1, 2022 (**Revised April 4, 2022**)

Mr. Charles D. Gooden, Jr.  
Chief Operating Officer  
Charles D. Gooden Consulting, Inc.  
2320 Holmes Road, Suite A  
Houston, Texas 77051

Re: Geotechnical Investigation  
Winkleman Road and Castle Gate Drive Intersection Improvements  
Owner: Fort Bend County  
HVJ Proposal No. HG2210147

Dear Mr. Gooden:

HVJ Associates, Inc. is pleased to submit this proposal for providing a geotechnical investigation for the above-captioned project. This proposal outlines our understanding of the scope of the project and presents our approach and our fees for providing the investigation.

**Project Description:**

The project involves improvements to the Winkleman Road and Castle Gate Drive intersection located in Fort Bend County, Texas. It includes realignment of the intersection to improve the safety conditions at the site. The existing roadside drainage ditch may be covered using storm sewer pipe as part of the project. A geotechnical study is required to provide pavement thickness and subgrade preparation recommendations for both streets. It is our understanding that the limits of improvements will not extend beyond 350 linear feet to the west, 250 linear feet to the north and 400 linear feet to the east from the intersection.

**Scope of Work:**

We propose to drill two borings to a depth of 15 feet and one boring to a depth of 5 feet below the existing grade. Soil samples in general will be obtained continuously to the boring termination depths. The pavement will be cored at the borehole locations prior to drilling and pavement thickness information obtained from the cores will be included in the report. Traffic control will be used during the field operations.

All boreholes will be backfilled with cement grout by tremie method to the full depth and the pavement will be patched. The borings will be used to determine site stratigraphy and to obtain samples for laboratory testing. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other well-established procedures. Results of the field and laboratory data will be used to develop recommendations for pavement reconstruction and storm sewer installation.

Mr. Charles D. Gooden, Jr.  
HG2210147  
April 4, 2022 (Revision 1)

A report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions,
- Generalized subsurface conditions,
- Flexible pavement reconstruction recommendations for Winkleman Road and rigid pavement reconstruction recommendations for Castle Gate Drive,
- Structural fill requirements and general earthwork recommendations,
- Utility design and construction considerations using open-cut method.

An electronic copy of our draft geotechnical report will be delivered for review by Charles D. Gooden Consulting, Inc. and Fort Bend County. After approval of our draft report, an electronic version of final report will be submitted.

**Schedule:**

We expect to complete this assignment in approximately six weeks, following our receipt of fully executed subcontract. If requested, verbal recommendations can be provided throughout the progress of the investigation as testing is completed.

**Fee:**

Based on the scope of work outlined, the estimated fee for our services is \$9,931.00. Detailed cost estimate for the proposed work is attached. This estimate is made with the assumption that the site is accessible to truck mounted drilling equipment. Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of project should its duration last less than a month.

**Conditions:**

The following conditions have been assumed for the fee proposal:

- Charles D. Gooden Consulting, Inc. will be responsible for providing a site plan suitable for use as a base map for our plan of borings.
- Charles D. Gooden Consulting, Inc. will be responsible for providing the traffic counts to perform the pavement thickness design.
- We assumed that there will not be permit fees or application needed to perform the borings. We will submit a boring layout and traffic control plan to Charles D. Gooden Consulting, Inc. for review and approval prior to mobilization.
- This estimate is given with the assumption that the site is accessible to a truck mounted drilling equipment and traffic control is required.
- Our proposal does not include the costs of precise surveying of the horizontal and vertical location of the borings. The client will be responsible for providing survey information of the horizontal and vertical locations upon completion of drilling.

Mr. Charles D. Gooden, Jr.  
HG2210147  
April 4, 2022 (Revision 1)

- Laboratory samples will be held for no more than a period of 30 days following completion of the final report or 120 days following completion of the draft report.

The scope of work described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. HVJ Associates will recommend such changes when and if it is deemed necessary. No changes will be implemented without prior authorization from Charles D. Gooden Consulting, Inc.

HVJ Associates, Inc. is pleased to be of service on this project. Please call us if you have any questions or require additional information.

Sincerely,

**HVJ ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Anil Raavi". The signature is written in a cursive style with a horizontal line underneath the name.

Anil Raavi, PE  
Professional Services Manager

**GEOTECHNICAL FEE ESTIMATE**

Winkleman Road and Castle Gate Drive Intersection Improvements

Client: Charles D. Gooden Consulting, Inc.

HVJ Proposal No. HG2210147

April 1, 2022 (Revised April 4, 2022)

**COST BREAKDOWN FOR GEOTECHNICAL INVESTIGATION****Field Investigation (2@15' and 1@5' borings)**

Mobilization/Demobilization	1	@	\$500.00	lump sum	\$500.00
Soil Boring, Continuous 3-in.	35	ft @	\$25.00	per foot	\$875.00
Standby (Crew of two)	0	@	\$300.00	per hour	\$0.00
Borehole Grouting	35	ft @	\$12.00	each	\$420.00
Traffic Control Services (signs, flaggers etc.)	1	day @	\$750.00	lump sum	\$750.00
Technician (Non-Certified) (logging, staking, one call, pavement coring, field coordination)	10	hr @	\$65.00	per hour	\$650.00
Project Engineer (Field Coordination)	1	hr @	\$165.00	per hour	\$165.00
Vehicle Charge	10	hr @	\$12.00	per hour	\$120.00
Piezometer Installation	0	ft @ \$	24.00	per foot	\$0.00
Piezometer Abandonment	0	ft @ \$	20.00	per foot	\$0.00
Pavement Coring (3 Cores, minimum charge)	1	@ \$	600.00	lump sum	\$600.00
				<b>Subtotal</b>	<b>\$4,080.00</b>

**Laboratory Testing \***

Moisture Content (ASTM D-2216)	5	@ \$	11.00	each	\$55.00
Unconsolidated Compression (ASTM D-2166)	2	@ \$	51.00	each	\$102.00
Atterberg Limits (ASTM D-4318)	5	@ \$	71.00	each	\$355.00
Percent Passing #200 Sieve (ASTM D-1120)	5	@ \$	55.00	each	\$275.00
Moisture/Density Relationship (ASTM D-698)	0	@ \$	231.00	each	\$0.00
California Bearing Ratio (ASTM D-1883)	0	@ \$	243.00	each	\$0.00
Optimum Lime Content – PI Method	1	@ \$	274.00	each	\$274.00
				<b>Subtotal</b>	<b>\$1,061.00</b>

**Project Management, Engineering Analyses, Report Preparation**

Senior Engineer, PE	1	hr @	\$205.00	per hour	\$205.00
Project Engineer, PE	13	hr @	\$165.00	per hour	\$2,145.00
Graduate Engineer	20	hr @	\$115.00	per hour	\$2,300.00
Administrative Assistant	2	hr @	\$70.00	per hour	\$140.00
				<b>Subtotal</b>	<b>\$4,790.00</b>

**TOTAL GEOTECHNICAL SERVICES****\$9,931.00**

\*Note: The number and type of tests performed will depend on the actual soil conditions encountered.

# 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:**  
 2022-891122

**Date Filed:**  
 05/25/2022

**Date Acknowledged:**  
 06/07/2022

**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.**  
 20210  
 Civil engineering services

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)