

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 Jones & Carter, Inc. (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services for the reconstruction of an existing two-lane asphalt roadway to a concrete two-lane roadway to the north of SH 6, and mill and overlay to the south, under the Fort Bend County 2013 Mobility Bond Program – Ladonia Street from Post Road to Briscoe Canal – Project No. 13107 (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 the Proposal dated November 4, 2015 (attached hereto as Attachment A).

**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 Attachment A. The Maximum Compensation for the performance of Services within the Scope of Services described in Attachment A is two hundred forty-one thousand one hundred sixty dollars and 00/100 (\$241,160.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

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 two (2) original hard copies of invoices 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 two hundred forty-one thousand one hundred sixty dollars and 00/100 (\$241,160.00) 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 two hundred forty-one thousand one hundred sixty dollars and 00/100 (\$241,160.00).

### **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 twenty-four (24) 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<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Jones & Carter, Inc.  
Attn: Robert A. Maxwell, P.E., Senior Vice President  
6335 Gulfton, Suite 100  
Houston, Texas 77081-1169

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 Warranty**

16.1 Contractor warrants 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 highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Attachment 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.

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 \_\_\_\_ day of \_\_\_\_\_, 2015.

FORT BEND COUNTY

JONES & CARTER, INC.

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Robert A. Maxwell, P.E.  
Senior Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
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

**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 Edward Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Road Construction\Ladonia\Agreement - Ladonia.JonesCarter.docx

# ATTACHMENT A



November 4, 2015

Mr. J. Stacy Slawinski, P.E.  
Fort Bend County Engineering Department  
301 Jackson Street  
Richmond, TX 77469

6335 Gulfton, Suite 100  
Houston, Texas 77081-1169  
Tel: 713.777.5337  
Fax: 713.777.5976  
[www.jonescarter.com](http://www.jonescarter.com)

Re: Professional Services Proposal for  
Ladonia Street Road Project  
Fort Bend County, Texas

Dear Mr. Slawinski:

Jones|Carter (ENGINEER) is pleased to present this proposal for Engineering Services in connection with the Ladonia Street Construction Project to the Fort Bend County Engineering Department (CLIENT).

#### **Project Understanding**

The proposed project will consist of milling and overlaying the existing asphalt two-lane roadway from the southern terminus of Ladonia Street to 120' south of SH 6, and reconstructing the existing asphalt two-lane roadway to a concrete two-lane roadway with curbs and ditches from the north edge of pavement of SH 6 to the north side of the intersection of Ladonia Road and Post Road (West) in Fort Bend County, Texas. This project does not include SH 6 intersection modifications.

#### **Scope of Basic Services**

Based on our understanding of the project, the review and approval process, and the site characteristics, we have prepared the following Scope of Services and Fee Proposal for your consideration.

#### Task A: Topographic Survey

See attached Surveying Scope of Services from Kelly R. Kaluza & Associates, Inc.

#### Task B: Geotechnical Services

See attached Geotechnical Scope of Services from Tolunay-Wong Engineers, Inc.

#### Task C: Design Services

See attached Design Scope of Services from the ENGINEER.

#### Task D: Construction Phase Services

See attached Construction Phase Scope of Services from the ENGINEER.



Services Not Included

Any additional services or expenses requested by the CLIENT may be billed hourly in accordance with the attached "Schedule of Hourly Rates" and "Schedule of Reimbursable Expenses." Additional services not included in this scope entail, but are not limited to the following:

- Drainage permit application to be submitted to TxDOT by the ENGINEER
- Phase I Environmental Site Assessment to be provided by the CLIENT

**Fee**

The initial design was based on the Ladonia construction limits from the southern terminus at Briscoe Canal to Compton Street, approximately 3,850 linear feet. The revised limits extend north from Compton Street to Post Road (West) for an additional 1,600 linear feet. The revised construction cost estimate is \$2,100,000. (See Exhibit E)

Based on our estimate of the hours required to complete this project, we propose that following compensation for each task as follows:

Task A: Topographic Survey	\$ 33,285.00	(Lump Sum)
Task B: Geotechnical Services	\$ 8,430.00	(Lump Sum)
Task C: Design Services	<u>\$ 174,445.00</u>	(Lump Sum)
<b>Sub Total Design Fee</b>	<b>\$ 216,160.00</b>	
Task D: Construction Phase Services	<u>\$ 25,000.00</u>	(Time & Material)
<b>Total Estimated Fee</b>	<b>\$ 241,160.00</b>	

**Schedule**

The proposed schedule for Preliminary Design is 90 days after receiving the completed survey and Final Design is 90 days after receiving county approval of the Preliminary Engineering Report.

We thank you for the opportunity to submit this proposal and look forward to continuing our relationship.

Sincerely,

Robert A. Maxwell, P.E.  
Government Infrastructure Practice Leader

RAM\dch  
Enclosures

# TASK A - TOPOGRAPHIC SURVEY

## KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors  
Engineering Firm No. F-1339  
Texas Licensed Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
(281) 341-0808 ■ FAX (281) 341-6333

*Revised November 3, 2015*

*Revised October 19, 2015*

June 18, 2015

Ms. Andrea Ranft, P.E.  
Jones & Carter, Inc.  
6335 Gulfton, #100  
Houston, Texas 77081

**RE: Surveying Proposal for Topographic Survey along Ladonia Street, City of Arcola, Fort Bend County, Texas**

Dear Ms. Ranft:

We propose to render professional surveying services in connection with the above-referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kelly R. Kaluza & Associates, Inc., hereinafter called "SURVEYOR", proposes to render professional surveying services to Jones & Carter, Inc., hereinafter called "CLIENT", to complete the below scope of work on the Project. The Project limits for which these professional services are to be provided is along Ladonia Street, from the railroad to the intersection of Post Road and Ladonia Street, City of Arcola, Fort Bend County, Texas.

### **Scope of Work**

#### **I. Phase 1 - Surveying Services (Ladonia Street from State Highway 6 to Post Road - See Attached Exhibit B)**

- Perform research as needed for existing right-of-way to show property ownership and apparent right-of-way;
- Provide topographic survey street intersection limits: 100' east and west of Ladonia for minor streets and 500' each direction for Highway 6 (north side only);
- Identify location and elevation of physical features to include buildings, fences, gates, walls, sidewalks, driveways, driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drainpipes, mailboxes, bus stops, etc. within the right-of-way;
- Identify structures in clear view and within 100' of existing right-of-way;
- Cross section every 100' and extend 20' beyond right-of-way line;
- Flowlines elevations, sizes, material and direction of pipes on storm sewer, sanitary sewer and culverts and top of bank;

Ms. Andrea Ranft, P.E.  
Jones & Carter, Inc.  
*Revised November 3, 2015*  
*Revised October 19, 2015*  
June 18, 2015  
Page Two (2)

- Utilities located and tied based on visual evidence, based on maps and marked by 811;
- Coordinate with pipeline companies, utility districts, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines;
- Obtain elevations and locations of soil borings;
- Research City records and public utilities record for existing documents of utilities;
- Office calculations necessary to check location of the right-of-way line in relation to features found during the course of the topographic survey;
- Establish horizontal and vertical survey control points at spacing of approximately 1,000 feet along the pavement reconstruction alignment;
- Identify roadways, driveways, alleys and sidewalks with pavement type;
- Obtain flowlines on all accessible manholes. Identify size and flowlines of pipes;
- Obtain size and flowlines on all pipes;
- Locate all trees, vegetation lines and special landscaping.
- Locate and describe any trees, bushes, shrubs or other landscaping plants;
- Provide tree caliper, type of tree, and drip line location for all trees over 2 inches in diameter;
- Show all visible utilities found during the course of obtaining field work; and
- Show on drawings, all underground features and utilities within the Project limits from as-built drawings.

**Estimated Fee for Phase 1**  
**Surveying Services =           \$ 30,900.00**

**II. Phase 2 - Surveying Services (Ladonia Street from railroad to State Highway 6 - See Attached Exhibit B)**

- Perform research as needed to show apparent right-of-way.
- Provide edge of pavement at street intersection limits: 40' west of Ladonia for minor streets.
- Provide edge of pavement location at 100' intervals.

**Estimated Fee for Phase 2**  
**Surveying Services =           \$ 2,375.00**

Ms. Andrea Ranft, P.E.  
Jones & Carter, Inc.  
*Revised November 3, 2015*  
*Revised October 19, 2015*  
June 18, 2015  
Page Three (3)

The survey shall include the following deliverables:

- Copy of all survey notes;
- Control maps with 3-pt sketches;
- Existing right-of-way maps; and
- All files will be in AutoCAD 2015 format. Provide 2D-DWG file for planimetric, 3D-DGN file of grade break lines, ASCII point file for TIN and a triangle file for QA/QC.

It is understood that this proposal and fees do not include the following:

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, studies or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes and/or condemnation proceedings.
4. Assistance to CLIENT as an expert witness in any litigation with third parties, arising from the development or construction of the project, including preparation of engineering data and reports.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the CLIENT.

### **Schedule**

Professional Services for the project can commence within ten (10) days of the receipt of a copy of this proposal signed by the CLIENT. It is anticipated that completion of the Project can be completed within ninety (90) days from the proposal signed date.

### **Summary of Compensation**

Surveying services to be provided under this contract shall be compensated as outlined below:

I. Phase 1 - Surveying Services =	\$ 30,900.00
II. Phase 2 - Surveying Services =	<u>\$ 2,385.00</u>
<b>Total Surveying Fees =</b>	<b><u>\$ 33,285.00</u></b>

SURVEYOR will invoice CLIENT on a monthly basis for services rendered during the preceding month. Invoices will be based on the ENGINEER'S estimate of percentage completion to date of invoice.

Ms. Andrea Ranft, P.E.  
Jones & Carter, Inc.  
*Revised November 3, 2015*  
*Revised October 19, 2015*  
June 18, 2015  
Page Four (4)

CLIENT agrees to remit SURVEYOR'S invoices in full within thirty (30) days of receipt of billing.

Total fees are based on estimated time for completion of all work described above and are **not to exceed** the specified amounts, provided that the Owner does not change or increase the scope of work. Additional services beyond those items described will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A."

Kelly R. Kaluza & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Additionally, it is the desire of our firm to comply with other applicable Federal, State, County and local laws during the execution of this contract.

This proposal, Exhibit "A" and Exhibit "B" attached, represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



Clarence L. Turner, R.P.L.S.  
President

LLT/lao

Attachments

\_\_\_\_\_  
Accepted - Title

\_\_\_\_\_  
Date

**Exhibit "A"**

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**  
Effective June, 2013

**KELLY R. KALUZA & ASSOCIATES, INC.**  
**CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

**ENGINEERING, SURVEYING, AND DRAFTING**

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

**ADDITIONAL EXPENSES**

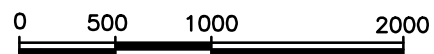
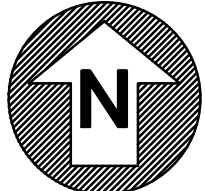
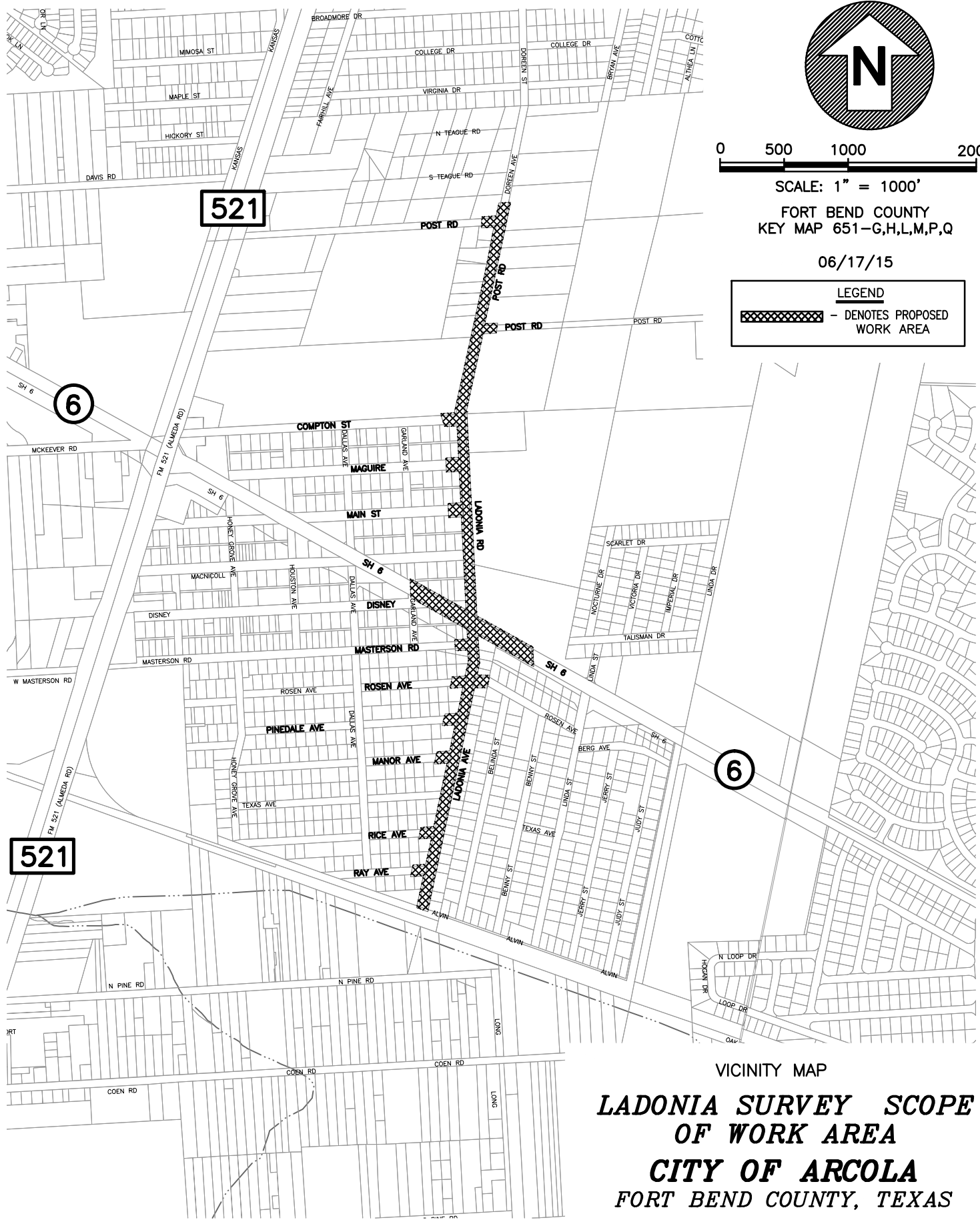
1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.**  
**Interest will be charged at the rate of 1.5% per month for late payments.**

**KELLY R. KALUZA & ASSOCIATES, INC.**  
*Consulting Engineers & Surveyors*  
Engineering Firm No. F-1339 Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
Phone: (281) 341-0808  
Fax: (281) 341-6333

*Rates Subject to Change*

06/13



SCALE: 1" = 1000'  
 FORT BEND COUNTY  
 KEY MAP 651-G,H,L,M,P,Q

06/17/15

**LEGEND**  
 - DENOTES PROPOSED WORK AREA

VICINITY MAP  
**LADONIA SURVEY SCOPE OF WORK AREA**  
**CITY OF ARCOLA**  
**FORT BEND COUNTY, TEXAS**

EXHIBIT B

# TASK B - GEOTECHNICAL SERVICES

## Tolunay-Wong Engineers, Inc.

10710 S. Sam Houston Pkwy W., Suite 100 \* Houston, TX 77031 \* 713-722-7064 \* Fax 713-722-0319

---

October 20, 2015

TWEI Proposal No: P15-G179.rev2

Jones and Carter, Inc.  
6335 Gulfton, Suite 100  
Houston, Texas 77081-1169

Attn: Ms. B. Andrea Cheng Ranft, P.E.

### REVISED GEOTECHNICAL STUDY PROPOSAL LADONIA STREET RECONSTRUCTION & IMPROVEMENTS FROM POST ROAD TO BRISCO CANAL FORT BEND COUNTY, TEXAS

Dear Ms. Ranft:

Tolunay-Wong Engineers, Inc., (TWEI) is pleased to submit this revised proposal to provide geotechnical services for the referenced project. Project consists of the reconstruction and improvements of an existing asphalt pavement and water drainage system. The project alignment is approximately 5,850 L.F. from Post Road to Brisco Canal in Fort Bend County, Texas (Key Map 651 H & M).

We understand there are two options for the 2-lane concrete roadway reconstruction of Ladonia Street from Highway 6 north to Post Street. The first option is for a 28-ft wide concrete pavement, with curbs, gutters, and storm sewer system. The second option is for a 24-ft wide concrete pavement, with open ditch and improved shoulders within additional ROW needed to allow for 1(V):4(H) slope for the ditch area. The driveway culverts will have a maximum diameter of 30-in. We understand improvements are needed for Ladonia Street from Highway 6 south to Briscoe Canal, by milling and overlaying asphalt, including any necessary base repair. You provided project details via email transmittals and telephone communication on June 22, 24, and October 19, 2015.

#### Scope of Services

Our scope of services covered in this proposal consists of field exploration, laboratory testing, and the preparation of a geotechnical engineering report for the pavement and utilities. The geotechnical engineering report will include pavement and storm sewer design recommendations.

**Field Exploration.** We propose to drill six (6) 10-ft deep soil borings along the project alignment north of Highway 6 and one (1) 15-ft deep soil boring adjacent to Highway 6 (on the north side of the highway), as requested by Jones and Carter, Inc. (JCI), to evaluate subsurface conditions. We understand two of the 10-ft deep soil borings need to be drilled on the pavement and the remaining four will be drilled off the side of the pavement area. In addition, we will obtain two (2) pavement cores south of Highway 6, as requested by JCI. The thickness of the pavement is unknown, therefore we will core until base is encountered. Not including the cores south of Highway 6, a total of 75 vertical feet of drilling is included within the project site.

The fieldwork will be conducted using standard geotechnical drilling and sampling procedures. The soil borings will be sampled continually to 10-ft and 15-ft termination depths. All drilling will be performed in general accordance with ASTM D 1586 and D 1587 criteria. We will transport representative portions of the recovered samples to our soil mechanics laboratory for testing. Upon obtaining water level readings one day after completion of drilling, we will backfill the open boreholes with soil cuttings and patch the asphalt pavement. The two borings south of Highway 6 will be patched upon completion of coring.

**Laboratory Testing.** We will perform soil mechanics laboratory tests to measure physical and engineering properties of selected representative soil samples. The testing will generally include measurement of the shear strength, total unit weight, in-situ moisture content, plasticity characteristics of the soils, and percent passing #200 Sieve. All laboratory tests will be performed in accordance with appropriate ASTM standards. We will keep the samples for 30 days after completion of laboratory testing. We will discard the samples after that time, unless instructed otherwise.

**Engineering Report.** We will prepare an engineering report that will present our findings and provide geotechnical design recommendations including:

- Subsurface stratigraphy and groundwater condition;
- Site preparation;
- Pavement subgrade preparation;
- Bedding and backfill requirements for storm sewer;
- Roadside ditch;
- Concrete pavement thickness recommendations in accordance with Harris County criteria;
- Asphalt overlay and base repair.

### **Budget Estimate**

Our estimated budget for the above-described services is **\$8,430**. We will not exceed the estimated cost without your prior written authorization. The cost for the geotechnical study assumes that ingress/egress is provided by others.

### **Schedule**

We can typically mobilize our field crew within three to four days after authorization. We can complete the fieldwork in one to two days and issue our geotechnical report within about three to four weeks after completion of the fieldwork. We can furnish verbal preliminary information upon completion of the fieldwork and laboratory testing.

**Acceptance of Proposal**


If you accept our proposal, please sign below and return one copy to our office. General terms and conditions are presented in Exhibit A. We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,

**TOLUNAY-WONG ENGINEERS, INC.**  
*TBPE Firm Registration No.: F-124*



Lynna Lotrakul, E.I.T.



Zeki A. Tolunay, P.E.

Accepted by: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Exhibit A

## Task C: Design Services

### *Preliminary Design*

The ENGINEER will (1) establish a typical cross section and cross sections in non-standard areas, (2) positively determine right-of-way acquisition needs, (3) determine potential conflicts with existing facilities, (4) identify critical path items, (5) identify problem areas and potential resolution(s), and (6) prepare a reasonable construction cost estimate. A “30 percent” plan set will be prepared, consisting of existing features shown in plan and profile and proposed improvements in plan only with minor annotation.

The ENGINEER will research to determine the existence and location of underground utilities (pipelines, duct banks, etc.). Research will also include contact with companies identified on above-ground markers, Railroad Commission website research, and map requests from prominent companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers will be obtained. The ENGINEER will make an appropriate attempt to depict underground utilities accurately in the plan and profile drawings. Potential conflicts between existing utilities and proposed features will be identified by the ENGINEER. Any subsurface utility investigation (SUI) will be at the expense of the utility company. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the CLIENT and/or its project management consultant.

The ENGINEER will prepare a Preliminary Engineering Report which will include a narrative, applicable plans, a drainage report, a construction cost estimate, a geotechnical report, and an environmental report, as applicable. Any further requirements will be discussed in a scoping meeting with the CLIENT. The ENGINEER will provide no more than three copies of the report unless other agencies are involved in the project.

### *Final Design*

The ENGINEER will make interim submittals at 70 percent and 95 percent completion which will include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

The ENGINEER will use applicable design criteria including (1) *Fort Bend County Drainage Criteria Manual* (Fort Bend County Drainage District, November 1987, revised April 1999), (2) municipal design criteria if the project is located within the limits of a municipality and/or ETJ that has design criteria, (3) *Guidelines for Engineers Having Contracts with Harris County, Texas* (Harris County Public Infrastructure Department, 1987), (4) applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable), and (5) the *Infrastructure Design Manual* (City of Houston Department of Public Works and Engineering, current version, used for infrastructure for which design criteria do not exist in the preceding criteria documents).

The 70 percent submittal will include the following:

- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
- Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- Overall project layout
- Survey control map
- Drainage area map with hydraulic calculations
- Plan and profile sheets (1"=20' plan scale but printed half-size for a 1"=40')
- Traffic control plan (phasing and traffic control with use of construction zone standards)
- Storm Water Pollution Prevention Plan (layout and details)
- Specification table of contents
- Bid form with estimated unit and total costs (spreadsheet based)

The ENGINEER will submit three copies of the 70 percent on 11-inch by 17-inch sheets for the CLIENT'S review.

The 95 percent submittal will include all of the 70 percent requirements plus the following:

- General notes sheet
- Verify earthwork quantities with cross sections at 100-foot intervals
- Signage and pavement marking plans
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Responses to 70 percent comments

The ENGINEER will submit three copies of the 95 percent submittal on 22-inch by 34-inch sheets for the CLIENT'S review.

## Task D: Construction Phase Services

Upon completion of final design services (Task C), the CLIENT will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the CLIENT and provided to the ENGINEER in Adobe Acrobat (pdf) format. The ENGINEER will prepare a single project manual file in Adobe Acrobat format, consisting of (1) administrative documents, (2) the bid form (prepared by the ENGINEER), (3) a sealed specification table of contents, and (4) applicable specifications and documents. The ENGINEER will prepare a single file in Adobe Acrobat format for the entire drawing set

The ENGINEER will prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the CLIENT'S Purchasing Agent for advertising, and two discs will be provided to the CLIENT'S project management consultant. Hard copy documents will not be provided unless requested by the CLIENT.

The ENGINEER will attend a pre-bid meeting at the CLIENT Purchasing Office. The Purchasing Agent will forward bidder questions to the ENGINEER. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by the ENGINEER if necessary. The Purchasing Agent will distribute the addendum.

After the bid, the CLIENT's project management consultant will prepare a bid tabulation and provide a copy to the ENGINEER for filing.

The ENGINEER will attend a pre-construction meeting with the CLIENT, project management consultant, general contractor, and construction materials testing contractor. Prior to the meeting, the project management consultant will inform the ENGINEER of how many drawing and project manual sets are required, and the ENGINEER will provide these documents at the pre-construction meeting.

The ENGINEER will be responsible for reviewing contractor submittals and responding to Requests for Information. Field visits and progress meetings will not be performed unless requested by the CLIENT. The ENGINEER will participate in a substantial completion walkthrough.

After project completion, the ENGINEER will prepare record drawings based on contractor as-built markups. The record drawings will be printed and delivered to the CLIENT.

# EXHIBIT E

**PAVING COST ESTIMATE for LADONIA ROAD RECONSTRUCTION  
FORT BEND COUNTY, TEXAS  
From Briscoe Canal to Post Road (West)  
August 24, 2015**

Item	Appx. Qty.	Unit	Description of Item	Unit Price	Total Cost
<b>Paving Items</b>					
1	1	LS	Clearing and Grubbing	\$ 125,000.00	\$ 125,000.00
2	5317	CY	Roadway excavation. Excavated material to be removed and disposed legally.	\$ 10.00	\$ 53,166.67
3	16478	SY	Remove and dispose existing asphalt or crushed gravel pavement.	\$ 7.00	\$ 115,344.44
4	800	LF	Remove and dispose existing pipe	\$ 15.00	\$ 12,000.00
5	11367	SY	8 inch Subgrade Compaction and/or Manipulation.	\$ 3.00	\$ 34,100.00
6	216	TON	LIME (6%) (38 LB/SY)	\$ 150.00	\$ 32,395.00
7	214	TON	2 inch thick HMAC surface for Transition at intersections	\$ 120.00	\$ 25,666.67
8	444	TON	1.5 inch thick HMAC surface for south side of project	\$ 120.00	\$ 53,240.00
9	856	TON	8 inch thick HMAC Black base for transition at intersections	\$ 150.00	\$ 128,333.33
10	9564	SY	8 inch thick concrete pavement	\$ 45.00	\$ 430,365.05
11	820	SY	6 inch thick concrete driveway	\$ 65.00	\$ 53,300.00
12	451	SY	HMAC driveway	\$ 35.00	\$ 15,785.00
13	6600	LF	6 inch Concrete curb	\$ 2.50	\$ 16,500.00
14	11	EA	Armor curb slots	\$ 1,200.00	\$ 13,200.00
15	98	SY	5-inch thick concrete slope paving	\$ 60.00	\$ 5,866.67
16	600	LF	24 inch RCP culverts for driveways	\$ 65.00	\$ 39,000.00
17	200	LF	30inch RCP culverts for driveways and intersections	\$ 95.00	\$ 19,000.00
18	40	EA	6:1 Safety End Treatment for 24" RCP	\$ 2,000.00	\$ 80,000.00
19	12	EA	6:1 Safety End Treatment for 30" RCP	\$ 2,500.00	\$ 30,000.00
20	12300	LF	Roadside Ditch regrade	\$ 8.00	\$ 98,400.00
21	2422	SY	Sodding	\$ 4.00	\$ 9,688.89
22	4	AC	Hydromulch Seeding of Disturbed Areas.	\$ 1,500.00	\$ 5,817.84
23	1	LS	Storm Water Pollution Prevention Plan	\$ 25,000.00	\$ 25,000.00
24	1613	TON	Temporary 10 inch Asphalt detour pavement	\$ 150.00	\$ 242,000.00
25	1	LS	Installation, maintenance and removal of traffic control devices in accordance with the Traffic Control Plan.	\$ 25,000.00	\$ 25,000.00
26	1	LS	Pavement striping and permanent signs	\$ 5,000.00	\$ 5,000.00
27	1	LS	Mobilization	\$ 166,816.96	\$ 166,816.96
				<b>Subtotal</b>	<b>\$ 1,859,986.51</b>
Contingency				15%	\$ 278,997.98
				<b>TOTAL</b>	<b>\$ 2,138,984.48</b>