

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 Gunda Corporation, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

### WITNESSETH

WHEREAS, County desires that Contractor provide professional services to evaluate, design and construct proposed Humphrey Way east of Kendleton in Fort Bend County, Texas, (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

### AGREEMENT

#### **Section 1. Scope of Services**

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit 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 Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is four hundred thirty-six thousand one hundred seventeen dollars and 00/100 (\$436,117.00). 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 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 four hundred thirty-six thousand one hundred seventeen dollars and 00/100 (\$436,117.00), 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 four hundred thirty-six thousand one hundred seventeen dollars and 00/100 (\$436,117.00).

## **Section 5. Time of Performance**

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County 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**

7.1.1 County may terminate this Agreement at any time upon thirty (30) days 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 from such companies having Bests 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 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. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

#### **Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND 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. The terms and conditions of the Agreement are not proprietary or confidential information.

### **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
	Attn: County Engineer
	301 Jackson Street
	Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Contractor: Gunda Corporation, LLC  
6161 Savoy, Suite 550  
Houston, Texas 77036

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**

16.1 Contractor represents to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the standard of care observed in the same profession at the same location.

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



#### **Section 17. Assignment and Delegation**

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**

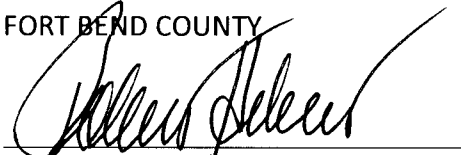
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, 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 4 day of November, 2014.

FORT BEND COUNTY



Robert E. Hebert, County Judge

11-4-2014

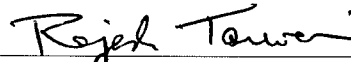
Date

ATTEST:



Dianne Wilson, County Clerk

GUNDA CORPORATION, LLC



Authorized Agent- Signature

RAJESH TANWANI

Authorized Agent- Printed Name

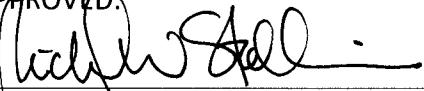
VICE PRESIDENT

Title

10/28/14

Date

APPROVED:



Richard W. Stolleis, P.E.



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 436,117.<sup>00</sup> to accomplish  
and pay the obligation of Fort Bend County under this contract.

A handwritten signature in black ink, appearing to read 'Robt E Sturdivant', written over a horizontal line.

Robert Edward Sturdivant, County Auditor

# EXHIBIT A



# GUNDA CORPORATION

*Engineers, Planners & Managers*

October 15, 2014

J. Stacy Slawinski, P.E.  
Assistant County Engineer  
Fort Bend County Engineering Department  
1124 Blume Road  
Rosenberg, Texas 77471

Attention: Mark Dessens, P.E.

**SUBJECT:** Fort Bend County "Engineering Services for Roadway and Underground Utilities"  
**Kendleton, Texas**  
**GUNDA Proposal No. P13031**

Dear Mr. Slawinski:

Gunda Corporation, LLC ("GUNDA") is pleased to provide this proposal to provide engineering services to evaluate, design, and construct proposed Humphrey Road east of Kendleton in Fort Bend County, Texas.

## **UNDERSTANDING**

Based on our coordination, it is our understanding that Fort Bend County ("County") is considering to evaluate, design and construct Humphrey Way from Emmanuel King Road to Spur 541 and to extend Braxton Road from the bridge over Brooks Branch to Humphrey Road. The project also includes a water line along Humphrey Road which will loop with the existing water line along Braxton Road and the proposed extension to the bridge at Emmanuel King Road. The project will also extend Braxton Road from the bridge to Humphrey Way and Emmanuel King from the bridge to Humphrey Way with asphalt pavement. The asphalt roadway will be constructed using County resources. The GUNDA Team will prepare a letter Preliminary Engineering Report, including exhibits. After Fort Bend County approves the preliminary layout, the GUNDA Team will prepare detailed construction plans and specifications for approval by Fort Bend County and other participating parties. After approval of the construction plans the GUNDA Team will assist Fort Bend County with the bidding and construction phases of the project. Based on our meetings, the County will undertake the construction of all asphalt surfaced roadways with County supplied equipment and labor. All concrete roadways, drainage features, water and wastewater utilities will be publically bid and awarded to the most advantageous qualified bidder. Our scope of services is as follows:

## **SCOPE OF SERVICES**

### **I. FIELD INVESTIGATIONS**

Make field visits obtain existing conditions of drainage features, bridges, wet and dry utilities and other appurtenances. Field documentation will include field notes and photographs of the project area. This will be limited to what can be seen from the public area unless right of entry is provided by the County.

### **II. EXISTING DOCUMENT REVIEW**

Contact Fort Bend County Permits, FBC Drainage District, City of Kendleton, Pipeline Companies and Utility companies to obtain existing reports, drawings and surveys. Determine the condition of

existing drainage features, bridges and determine private and public utilities in the project area based on the field investigations and existing documents review.

### **III. ROADWAY ALIGNMENT STUDY**

Determine the best alignment of the roadway so as to maintain proposed alignment while minimizing right-of-way takings. Verify existing property boundaries along the proposed corridor, identify adjacent property owners as needed, and make recommendations for right-of-way necessary to acquire the minimum 120-foot corridor, including corner cuts, etc., that may be necessary.

### **IV. SURVEYING**

All surveying services including topographic, boundary and ROW taking survey are excluded from GUNDA's scope of services. Fort Bend County will provide all survey information to GUNDA. The survey information shall include existing conditions Plan View layout along with the 3D coordinates (topographic, utilities, and boundary).

### **V. DRAINAGE**

The drainage scope of services shall include both the proposed Humphrey Road as well as the proposed extension of Emmanuel King Road from the bridge to West Taverner Road. However, the design of roadside ditch along Emmanuel King Road is excluded from the scope of services.

- Obtain a copy of the current effective model for the drainage ditch, review and prove that zero impact will occur due to the development of this project. A CLOMR shall be included in the event it is necessary.
- All hydrology and hydraulics shall be based on current, effective hydrologic and hydraulic data, and the latest FBCDD Criteria Manual.
- Existing sheet flows and point sources contributing to the existing project drainage area must be considered.
- The proposed roadway drainage system is to be designed so that that it is adequate for the 4-lane roadway based on the Rational Method, in accordance with the current FBCDD guidelines, and to assure that this project will have no adverse impact to surrounding water surface elevations for up to and including the 100-year storm event.
- If the proposed Hydrology and Hydraulic design is unable to meet FBC guidelines, the Engineer shall notify FBC as soon as possible in order to address the issue.

### **VI. GEOTECHNICAL ENGINEERING**

The geotechnical scope of services shall include both the proposed Humphrey Road as well as the proposed extension of Emmanuel King Road from the bridge to West Taverner Road.

- Conduct Soil borings, analysis, and develop recommendations for pavement/subgrade design, storm sewer/culvert bedding, and trench safety, performed in accordance with typical FBC procedures.
- Borings in sufficient quantities to satisfy FBC criteria for the proposed improvements.
- The pavement section shall be designed in accordance with the "Harris County Design Guidelines". Pavement thickness will be designed by the Geotechnical Engineer.
- The reinforcing steel in concrete pavement shall be a designed per "Harris County Design Guidelines".
- The geotechnical investigation for the project is to be completed after the property has been acquired or the County provides a right-of-entry into the property.
- Provide a desktop review for faults within the project limits.

## **VII. ENVIRONMENTAL ENGINEERING**

All environmental engineering services are excluded from the project scope. If environmental services are required, Fort Bend County will provide these services.

## **VIII. PAVING LAYOUT**

- The storm drainage system and appurtenant construction shall conform to the FBCDD Specifications.
- Turning radii at intersecting streets shall be a minimum of 30 feet (more if warranted by a particular use or situation).
- Ensure that maximum grade differentials are not exceeded at intersecting streets.
- Proper signing and striping shall be placed in the new roadway construction.
- All permanent striping shall be thermoplastic (Type I).

## **IX. UTILITY DESIGN**

- The water and wastewater utility design shall conform to the City of Kendleton specifications. In absence of City of Kendleton specifications, City of Houston specifications shall be used.
- The water line shall be designed to have minimum 4-feet of cover.
- The wastewater lines shall be sized to accommodate the future flows from the area and the gravity lines shall be a minimum of 8-inches in diameter.
- It is anticipated that the existing lift station may need to be upsized or a new lift station may be required.
- The conceptual layout of the proposed water and sanitary system will be included in the preliminary engineering report.

## **X. TRAFFIC CONTROL**

- Traffic control plan (TCP) in accordance with the latest edition of TxMUTCD. TCP shall be double banked and drawn to scale.
- Provide a phasing plan that addresses the individual phases necessary to construct the referenced project. Plan should address temporary drainage.

## **XI. 50% PER REVIEW MEETING**

- Present the status of the of the project to include, but not limited to, Survey/Right-of-Way Maps, Roadway Alignment, Geotechnical, Environmental Site Assessment, Drainage Concept, Drainage Report, Utilities, and Variances.
- Provide preliminary schematics and exhibits to supports discussions to solicit input from FBC on decision items.

## **XII. PRELIMINARY ENGINEERING REPORT**

Develop a containing following exhibits and attachments:

- Aerial Exhibit
  - Provide an exhibit that shows the project limits and surrounding features. Identify notable features of interest, including drainage channels, floodplains, pipelines, roadways, future roadway alignments shown on the FBC's (or other municipality's) Major Thoroughfare Plan, latest available aerial photographs, and developments.
- Schematic Layout of Roadway and Detention
  - Provide a plan view layout with sufficient detail to insure that the final design can be constructed without any major issues. Include the location of the proposed storm ditches, culverts and detention facilities. The schematic layout shall be at a scale of 1" = 40' on

11"x17" sheets. Include a Cover Sheet with a Vicinity Map with the project limit. The schematic should show the pavement marking concept so that traffic movements can be considered and reviewed during the study phase. Provide the proposed typical sections on the schematic. Typical Sections shall be drawn at 1"=20' horizontal and 1" = 2' vertical scale on 11"x17" sheets.

- Cost Estimates
  - Provide a preliminary construction cost estimate for the final recommendation provided in the Study Report. Provide subtotals for each section and total construction cost. Include a section for cost related to the relocation of existing utilities. Include an additional section for the estimated cost of the right-of-way to be acquired. Provide a grand total for the project that includes the estimate construction cost, estimated cost for the relocation of utilities and estimated cost for the acquisition of right-of-way.
- Utility Tables
  - Provide a table of the existing utilities. The table shall include ID number for the potential conflicts, stations at the left right-of-way, the centerline, and right right-of-way, the utility in conflict, the owner of the utility, contact name, address, phone number, and email address, notes, and an estimated cost to relocate if necessary. Identify the conflict on the schematic with the ID number. The utility information will be provided by the surveyor.
- ROW Acquisition Table
  - Provide a table of parcels to be acquired for those parcels intersecting the proposed ROW line. GUNDA will work closely with the surveyor and the surveyor will develop a table that shall include a parcel ID number, acreage (and square footage) to be acquired, acreage of the parent tract, acreage remaining of the parent tract, current owner, recording information, current floodplain zone, notes, estimate cost of acquisition of the tract. The table shall be accompanied by preliminary Right-of-Way maps.
- Geotechnical Investigation
  - This shall be a standalone report that presents the recommendations for the permanent roadway section including reinforcing, storm ditches and other design features necessary for the development of the roadway and appurtenances. The report shall be submitted to the FBC Project Manager as soon as report is complete. A review shall be provided by FBC and comments addressed prior to submittal of the Study Report.
- Drainage Report
  - The report shall be submitted to the FBC Project Manager and FBCDD as soon as report is complete. Approval from FBCDD shall be provided prior to the final submittal of the Study Report, which shall include a copy of the FBCDD approval letter.
- Variances
  - Should any variances be required, a letter request shall be submitted and approved prior to the submittal of the Study Report. The variance shall include the variance sought along with the reasons the variance is necessary. The requested should include support documentation from other design guidelines and any risk associated with the request.

### **XIII. FINAL DESIGN**

After written authorization by FBC to proceed with the Design Phase, the Engineer shall:

- Prepare and deliver to FBC a schedule which details the design of the Project;
- Attend up to 4 monthly progress meetings as necessary and/or as requested by FBC.
- On the basis of the accepted Study Report and all applicable standards, guidelines, and any variances as of the contract date as directed by FBC, provide necessary engineering and related services to complete the design and prepare final construction drawings, and specifications and estimates (PS&E) for construction of the Project.
- Prepare a Storm Water Pollution Prevention Plan.
- Prepare the Traffic Control Plan (TCP) as necessary for the construction of the Project, in accordance with Texas MUTCD.



- Prepare a Project Manual that includes construction specifications, bid sheets, and other bid documents required by FBC for the construction of the Project.
- Make electronic submittals to FBC of the 70% and 95% construction drawings, updated construction cost estimates, the Project Manual with the written SWPPP document (95% submittal), and up to three half size (11"x17") sets of the construction drawings and one project manual hardcopy for utility coordination (95% Submittal).
- County Project Manager shall obtain all the comments from reviewers and provide one consolidated list of non-conflicting comments to the Engineer. Engineer shall provide responses to comments and obtain County Project Manager's concurrence before incorporating comments. Any new comments will be considered additional services.
- Engineer shall address each comment received in regards to the 95% Submittal, make revisions as necessary, and provide construction drawings and Project Manual with the written SWPPP document in an electronic format.

#### **XIV. BID AND CONTRACT PHASE**

- Engineer shall provide CDs with pdf files of plans and project manual for bidding.
- Attend pre-bid conferences and prepare necessary addenda.
- Prepare the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

#### **XV. CONSTRUCTION PHASE SERVICES**

If requested by FBC, Engineer shall provide professional services during construction to assist in obtaining a completed Project in accordance with the purpose and intent of the Construction Documents.

- The Engineer shall participate in pre-construction conferences
- The Engineer shall review and take appropriate action upon the shop drawings, samples, and other submissions furnished by the construction contractor. Engineer shall determine if the shop drawings, samples, and other submissions conform to the requirements of the Construction Documents.
- The Engineer shall provide design clarifications and recommendations to assist the FBC in resolving field problems relating to the construction. Requests for Information (RFIs) are to be reviewed, a complete and fully responsive written answer provided, and returned to the FBC Project Manager. Engineer's response to RFI's concerning proposed modifications or unforeseen conditions shall only address the technical and design aspect of the issue.
- Engineer shall prepare and submit the Record Drawings to FBC within thirty (30) calendar days of receipt of Contractor's "as-built" drawings.

#### **DELIVERABLES:**

- Letter Preliminary Engineering Report with recommendations and schematic drawings
- Drainage Study
- Geotechnical Report
- One complete set of plans, specifications, and cost estimates for bidding purposes.
- One approved set of plans and specifications for construction purposes.

#### **PROJECT FEE**

GUNDA will provide the proposed engineering services listed above for a lump sum fee of \$436,117 (including expenses). We will submit monthly invoices on a project percentage complete basis. We stand ready to work on this project as soon as we receive notice to proceed.



#### **ADDITIONAL SCOPE OF SERVICES**

Meetings, evaluation, design and construction beyond those mentioned above will be considered as additional services.

#### **COUNTY SUPPLIED INFORMATION**

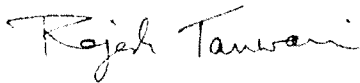
Fort Bend County shall provide the following information.

1. Existing construction plans for West Tavenor Road
2. Proposed construction plans for Emmanuel King Road
3. Existing construction plans for Braxton Road Bridge.
4. All County owned GIS data to assist with parcel information
5. Topographic, Boundary and ROW Acquisition Survey
6. Environmental engineering services that may be necessary
7. Right of Entry to the proposed project area
8. Electrical power supply for proposed lift station

We appreciate the opportunity to work with you on this important economic development project. Should you have any comments or questions please do not hesitate to call.

Sincerely,

**GUNDA CORPORATION, LLC**



Raj Tanwani, P.E.  
Vice President

Attachments: Man Hours Breakdown  
Geotechnical Proposal



**Fort Bend County "Engineering Services for Roadway and Underground Utilities"**  
**Kendleton, Texas**

Raw Rate	\$85	\$75	\$55	\$35	\$38	\$25	\$55
Loaded Rate	\$255	\$225	\$165	\$105	\$114	\$75	\$165

**Preliminary Phase**

Basic Services Task	Principal	PM	PE	Grad Engr	Sr. Designer	CAD	QA/QC (PE)	Total	Expenses	Cost
Project Management	4	24	24					52		\$10,380
Meetings with Fort Bend County	4	12	16					32		\$6,360
Meetings with City of Kendleton		8	16					24		\$4,440
Meeting with Fort Bend County Drainage District		8	16	16				40		\$6,120
Roadway Alignment Study		16	40	40	80		4	180		\$24,180
Preliminary Utility Layouts		8	16	24		24	2	74		\$9,090
Preliminary Drainage Layouts		8	16	24	24	24	2	98		\$11,826
Preliminary Roadway Layouts		8	16	24	24			72		\$9,696
Preliminary Culvert Layouts		8	24	40	40			112		\$14,520
Opinion of Probable Construction Costs		2	16	40	20		8	86		\$10,890
Preparation of Letter Report		8	8	16	16	24		72		\$8,424
<b>Subtotal - Basic Services</b>	<b>8</b>	<b>110</b>	<b>208</b>	<b>224</b>	<b>204</b>	<b>72</b>	<b>16</b>	<b>842</b>	<b>\$ -</b>	<b>\$ 115,926</b>

**Additional Services Task**

								Sub Fee	Cost
Drainage Study	4	40	80	120		40	12		\$0
Coordination with Geotech and Report Review		2	8	8					\$2,610
Geotechnical Investigation (Geotest)								\$ 20,788	\$20,788
Reproduction								\$ 800	\$880
<b>Subtotal - Additional Services</b>									<b>\$ 65,078</b>

**Total Preliminary Phase Fee**

**\$181,004**

**Design Phase**

Basic Services Task - Humphrey Road	Principal	PM	PE	Grad Engr	Sr. Designer	CAD	QA/QC (PE)	Total	Expenses	Cost
Project Management	4	24	48					76		\$14,340
Construction Drawings:								0		\$0
Coversheet			2			8		10		\$930
General Notes			8	8		8	2	26		\$3,090
Index of Sheets			8	4		8		20		\$2,340
Overall Layout			8	8		32	2	50		\$4,890
Drainage Area Maps		2	8	16	8	16	2	52		\$5,892
Drainage Calculations		2	24			4	2	32		\$5,040
Right of Way Preparation Plan		8	16			40	2	66		\$7,770
Plan & Profile Sheets - Utilities		16	48	88	64	96	12	324		\$37,236
Plan & Profile Sheets - Roadway		16	48	88	64	96	12	324		\$37,236
Bridge/ Culvert Layouts		8	40	40		40	2	130		\$15,930
Signing and Pavement Marking Plan		8	8	16		40	2	74		\$8,130
Roadway Details			4			16	2	22		\$2,190
Bridge/ Culvert Details			4			16	4	24		\$2,520
Drainage Details			4			16	1	21		\$2,025
Water Details			4			16	1	21		\$2,025
Lift Station Sheets			12	24		40	4	80		\$8,160
Wastewater Details			12			16	2	30		\$3,510
Traffic Control Plan Layout			8			8	4	20		\$2,580
Traffic Control Plan Notes			2			8	4	14		\$1,590
Traffic Control Plan Details			2			8	1	11		\$1,095
Storm Water Pollution Prevention Plan Layout			8	8		40	5	61		\$5,985
Storm Water Pollution Prevention Plan Details			4			8	1	13		\$1,425
Construction Specifications and Bid Documents		8	16	40	16		8	88		\$11,784
Storm Water Pollution Prevention Plan Report			8	24			4	36		\$4,500
80% Review Submittal		4	16	24	24			68		\$8,796
Incorporate Review Comments		8	24	24	40	40		136		\$15,840
Final Mylar Submittal		2	8	16	16	24	4	70		\$7,734
Pre-Bid Conference		4	6	4				14		\$2,310
<b>Subtotal - Basic Services</b>	<b>4</b>	<b>110</b>	<b>408</b>	<b>432</b>	<b>232</b>	<b>644</b>	<b>83</b>	<b>1913</b>	<b>\$ -</b>	<b>\$ 226,893</b>

**Total Design Phase Fee**

**\$228,893**

**Contract Phase**

Basic Services Task	Principal	PM	PE	Grad Engr	Sr. Designer	CAD	QA/QC (PE)	Total	Expenses	Cost
Addenda		4	4	16				24		\$3,240
Bid Tabulation and Award Recommendation		8		8				16		\$2,640
<b>Subtotal - Basic Services</b>	<b>0</b>	<b>12</b>	<b>4</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$ -</b>	<b>\$ 5,880</b>

**Outside Services**

								Sub Fee	Cost
Reproduction								\$ 2,000	\$2,000
<b>Subtotal - Outside Services</b>									<b>\$ 2,000</b>

**Total Contract Phase Fee**

**\$7,880**

**Construction Phase**

Basic Services Task	Principal	PM	PE	Grad Engr	Sr. Designer	CAD	QA/QC (PE)	Total	Expenses	Cost
Pre-Construction Conference		2	6					8		\$1,440
Submittal Review		2	24	48				74		\$9,450
Review RFIs		2	24	48				74		\$9,450
<b>Subtotal - Basic Services</b>	<b>0</b>	<b>6</b>	<b>54</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>156</b>	<b>\$ -</b>	<b>\$ 20,340</b>

**Total Fee**

**\$436,117**



# GEOTEST ENGINEERING, INC.

*Geotechnical Engineers & Materials Testing*

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

**Proposal No. 1140348899**

October 15, 2014

Mr. Raj Tanwani, P.E.  
Gunda Corporation  
6161 Savoy, Suite 550  
Houston, Texas 77036

**Re: Proposal for Geotechnical Services  
Humphrey Road and Emmanuel King Roadways Construction  
Fort Bend County, Texas**

Dear Mr. Tanwani:

In accordance with your request, Geotest Engineering, Inc. is pleased to submit this revised proposal for the referenced project. The project is comprised of approximately 4,500 LF of Humphrey Road and 4,300 LF of Emmanuel King Roadways construction. Humphrey Road and Emmanuel King Road from Humphrey to W. Taverner Road will be a 4-lane concrete roadway while the remaining piece of Emmanuel King and the short piece of Braxton Road will be a 2-lane asphalt road. There is no storm sewer. There will be open ditches on both sides of the road. The project may have cross-culverts for equalizing. The project also include proposed lift station at a maximum projected depth of 15 feet and there will be culvert for crossing of ditch running parallel to rail road just north of it. There will be water and sewer services along Humphrey Road and possibly along Emmanuel King. The maximum depths of water lines will be 5 feet and sanitary sewer will be 10 feet. The water lines and sanitary sewers will be constructed by open cut method of construction.

## Purpose and Scope

The purposes of this study are to evaluate the soil and ground water conditions along the proposed roadways and to provide geotechnical recommendations for the proposed paving subgrade stabilization, sanitary sewer and water line construction. Based on the information provided to us by your e-mail on May 22, 2014 and October 15, 2014 and our discussions on May 22, 2014 and October 15, 2014, the scope of this study will consist of the following:

- Provide utilities clearance for boring locations.

- Drill and sample sixteen (16) borings to depths ranging from of 15 to 30 feet for paving, water line, sanitary sewers, lift station and culvert construction.
- Convert lift station boring to piezometer to monitor steady and long term groundwater measurements. The proposed boring/piezometer program is provided in Attachment No. 1.
- Grout all boreholes using non-shrink cement bentonite grout after completion of drilling and groundwater level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Perform appropriate laboratory tests on selected representative samples to develop the engineering properties of the soil.
- Perform engineering analyses to develop geotechnical recommendations for pavement thickness (rigid and flexible) including subgrade stabilization, bedding and backfill of water line and sanitary sewers, lift station and culvert construction and ground water control for open cut construction.
- Prepare a geotechnical engineering report.

#### Project Schedule


We should be able to start the fieldwork within one week after receiving your written authorization or one (1) week after staking the borings, whichever is later. It is estimated that the fieldwork will be completed in about four (4) days barring bad weather. The laboratory tests will be completed in about four (4) weeks. The final report, which will include field and laboratory data and geotechnical recommendations, will be submitted in about nine (9) weeks after receiving your notice to proceed.

#### Cost

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses and geotechnical report will be a lump sum amount of \$20,788.00. A cost breakdown is provided in Attachment No. 2.

We appreciate the opportunity to propose on this project. We hope that this proposal meets your approval. If you have any questions, please call us at (713) 266-0588. Please indicate your formal acceptance by signing one copy of this letter in the space below and return one original to us.

Sincerely,  
**GEOTEST ENGINEERING, INC.**

B.C. 

Mohan Ballagere, P.E.  
Vice President

FL\MB\ego

Copies Submitted: (1)

Enclosure: Attachment No. 1 – Proposed Boring/Piezometer Program

Attachment No. 2 – Cost Breakdown

PC38\Geotechnical\Proposals\40348899.DOC

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT NO. 1**

**PROPOSED BORING/PIEZOMETER PROGRAM**

Street	Start Street	End Street	Length (LF)	Borings			Piezometers		
				Quantity (number)	Depth (feet)	Footage (feet)	Quantity (number)	Depth (feet)	Footage (feet)
Humphrey Road	FM 541	Emmanuel King Road	4500	7	15	105			
				1	25	25			
				1	30	30	1	30	30
Emmanuel King Road	Humphrey Road	W. Taverner Road	4300	7	15	105			
<b>Total</b>			<b>8800</b>	<b>16</b>		<b>265</b>	<b>1</b>		<b>30</b>

Geotechnical Investigation  
Humphrey Road and Emmanuel King Roadways Construction  
Fort Bend County, Texas

Geotest Engineering, Inc.  
Proposal No. 1140348899

## ATTACHMENT NO. 2

### COST BREAKDOWN

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Amount</u>
<b><u>Field Investigation</u></b>				
Mob and Demob of Buggy Mounted Drilling Rig	1	LS	\$500.00	\$500.00
Drilling and Continuous Sampling (0'-20' )	260.0	ft.	\$18.00	\$4,680.00
Drilling and Intermittent Sampling (0'-50' )	5.0	ft.	\$16.00	\$80.00
Grouting of Completed Bore Holes	260.0	ft.	\$5.00	\$1,300.00
Surcharge for buggy	260.0	ft.	\$6.00	\$1,560.00
Piezometer Installation	30.0	ft.	\$14.00	\$420.00
Abandonment of Piezometer	30.0	ft.	\$13.00	\$390.00
Marking borings in the field	5.0	hr.	\$96.00	\$480.00
Utility Clearance for Boring Locations and Field Coordination	16.0	hr.	\$96.00	\$1,536.00
Vehicle Charge (marking borings and water level readings)	13.0	hr.	\$8.00	\$104.00
			<b>Subtotal</b>	<b>\$11,050.00</b>
<b><u>Laboratory Testing</u></b>				
Liquid and Plastic Limits	27	ea.	\$53.00	\$1,431.00
Moisture Content Only	103	ea.	\$8.00	\$824.00
Mechanical Sieve Analysis, through No. 200 Sieve	10	ea.	\$49.00	\$490.00
Percent Passing No. 200 Sieve	27	ea.	\$41.00	\$1,107.00
Unconsolidated Undrained Triaxial Compression	27	ea.	\$54.00	\$1,458.00
			<b>Subtotal</b>	<b>\$5,310.00</b>
<b><u>Engineering Services</u></b>				
Sr. Project Manager	3.00	hr.	\$167.00	\$501.00
Sr. Engineer, P.E.	9.00	hr.	\$123.00	\$1,107.00
Project Engineer, P.E.	26.00	hr.	\$96.00	\$2,496.00
Support Personnel, Word Processing	9.00	hr.	\$36.00	\$324.00
			<b>Subtotal</b>	<b>\$4,428.00</b>
			<b>Total</b>	<b>\$20,788.00</b>