

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 Costello, 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 construction of a four-lane concrete boulevard between South Firethorne and Katy-Flewellen Road under the Fort Bend County 2013 Mobility Bond Program – Gaston Road Segment 2 – Project No. 13310 (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 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 eighteen thousand four hundred sixty dollars and 00/100 (\$418,460.00). 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 four hundred eighteen thousand four hundred sixty dollars and 00/100 (\$418,460.00), 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 eighteen thousand four hundred sixty dollars and 00/100 (\$418,460.00).

### **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**

7.1.1 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 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 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.

**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: Costello, Inc.  
Attn: Sam Kruse, Vice President  
9990 Richmond Avenue, Suite 450  
Houston, Texas 77042

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 Exhibit A.

#### **Section 17. Assignment**

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Section 23. Captions**

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


**Section 24. Conflict**

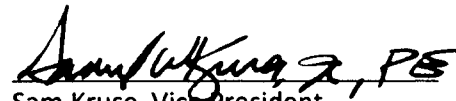
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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 24<sup>th</sup> day of March, 2015.

FORT BEND COUNTY

Costello, Inc.

  
Robert E. Hebert, County Judge

  
Sam Kruse, Vice President

3-24-15  
Date

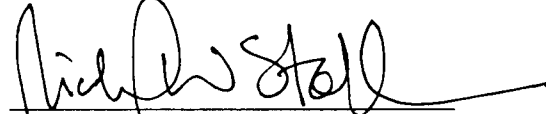
3/17/15  
Date

ATTEST:

  
Laura Richard, County Clerk

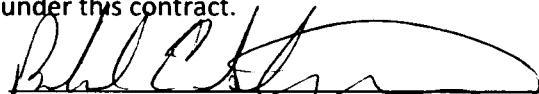


APPROVED:

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$418,460<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A



March 11, 2015

Mr. Richard Stolleis, P.E.  
Fort Bend County Engineer  
301 Jackson Street, 4<sup>th</sup> Floor  
Richmond, Texas 77469

RE: Proposal for Engineering Services for  
Gaston Road Segment 2 ( Katy Flewellen Road – Firethorne )  
Fort Bend County, Texas  
2013 Mobility Project 13310

Dear Mr. Stolleis:

Costello, Inc., (CI), is pleased to provide this proposal to provide Engineering services for the referenced project. Within this proposal letter are the project scope, scope of services, compensation, and the schedule for proposed services.

#### PROJECT OBJECTIVE

Fort Bend County Precinct Three is planning for the construction of Gaston Road ( Katy Flewellen Road – Firethorne ) as primarily a four lane reinforced concrete boulevard section with curb and gutter drainage. The roadway will transition from a boulevard to a 41 foot wide pavement section between the west side of the Spring Green intersection to the Firethorne intersection. It is understood that any associated detention facilities / outfall improvements will be provided by adjacent Fort Bend County Mobility projects. The project will extend west from the Katy Flewellen intersection through Firethorne. Engineering services will also include bidding and providing limited construction phase services for the completion of a boulevard section from Morgan Parkway south to the Gaston Road intersection ( south bound lanes have previously been constructed along with associated drainage improvements ). This proposal is for preliminary engineering, final design, and limited construction phase basic services as well as associated additional services for the project.

Engineering services will be performed in accordance with Fort Bend County, Fort Bend County Drainage District, and City of Katy design criteria, specifications, details, and standards, as well as the TxDOT Manual for Uniform Traffic Control Devices.

#### SCOPE OF SERVICES

##### BASIC SERVICES

##### A Preliminary Engineering

1. Tasks associated with the development of a preliminary engineering letter report in accordance with Fort Bend County standards. The letter report will include preliminary drawings ( 30% level ), a construction cost estimate, and preliminary schedule.

2. The report will reflect the preliminary design of approximately 3760 linear feet of four lane concrete roadway with storm sewer drainage. The expansion will begin west of the Katy Flewellen Road intersection and continue west through the Firethorne intersection.
3. Coordinate with the various MUDs and private utility companies whose facilities may be affected by the proposed construction and obtain the location of their existing and planned facilities. When necessary, we will assist the County in negotiations with the MUDs and pipeline companies and authorities for adjustment of their facilities.
4. Develop a 30% set of construction drawings basically including the plan view and any preliminary major utility crossing details.
5. Develop a preliminary engineering cost estimate.
6. Provide 3 draft copies of the engineering letter report for Fort Bend County review.
7. Receive Fort Bend County, Fort Bend County Drainage District, and agency review comments and incorporate into the final design phase of the project.

**B. Final Design**

1. Upon approval of the preliminary engineering report, develop final construction plans, project specifications, and project manual.
2. Prepare an engineer's estimate of construction cost based on the final contract documents.
3. Provide a 90% set of plans and specifications for review by the County and agencies of jurisdiction.
4. Receive review comments from County and agencies of jurisdiction and incorporate into the 100% submittal.
5. Pursue approvals of agencies with jurisdiction over the project as well as utility companies and other authorities.

**C. Bid Phase**

1. Assist the County in obtaining bids (attend prebid conference, answer contractor questions, prepare addenda as needed, attend bid opening as desired)
2. Prepare a bid tabulation and assist in the analysis of the low, responsive bid.

**D. Limited Construction Phase Services – to potentially include attendance at meetings, review of shop drawings, inspections, and record drawings preparation as desired.**

**ADDITIONAL SERVICES**

- A. Weisser Engineering Company will provide surveying services ( see attached proposal ) including:**

1. Verify existing Right- of- Way (ROW) and identify property owners
  2. Stake proposed ROW and provide ROW acquisition documents (sketches and metes & bounds descriptions) for all proposed ROW acquisitions
  3. Perform abstracting as necessary
  4. Tie soils boring locations
  5. Tie coordinate geometry to monument system desired by Fort Bend County
  6. Provide topographical survey and cross sections (cross sections @ 100' intervals and extend for the proposed ROW width plus 20' on either side for the project length and for 200 feet through transitions on the east and west end of the project.
  7. Provide a Survey Control index Sheet and Horizontal/Vertical Control Sheet
- B. All-Terra Engineering, Inc. for geotechnical services ( see attached proposal )
- C. CI will provide SW3P services including:
1. Stormwater Pollution Preventn Plan
- D. CI will provide Traffic Control Services as follows:
1. Traffic Control Plan
- E. CI will provide design phase, bid phase services and limited construction phase services for the completion of the Boulevard Section ( north bound lanes ) from Morgan Parkway south to the Gaston Road intersection
- F. CI will provide a traffic signal warrant study for the Gaston / Spring Green intersection.
- G. CI will provide a traffic signal design if item F. determines the necessity. ( If requested by FBC )

#### COMPENSATION

#### BASIC SERVICES

CI's Basis Services fees are based on the preliminary cost estimate for the project of \$ 3,560,000 (excluding \$200,000 traffic signal).

Per Harris County fee curve dated March, 2004, the estimated total basic services fee is  $\$3,560,000 \times 8.07\% = \$287,290$

1. Preliminary Engineering ( \$ 287,290 x 30% ) = \$ 86,187

2.	Final Design ( \$ 287,290 x 50%)	= \$143,645
3.	Bid Phase Services (T&M)	= \$ 5,000
4.	Limited Constructed Phase Services (T&M)	= \$ 25,000
	<b>Total Basic Service</b>	<b>= \$ 259,832</b>

**ADDITIONAL SERVICES**

1.	Surveying ( WEC ) (\$33,400) (LS)	\$ 33,400
2.	ROW Acquisition Surveys ( WEC ) ( 5 X \$3,500 )	\$ 17,500*
3.	Geotechnical Engineering ( All-Terra ) (\$ 13,766) (LS)	\$ 13,770
4.	SWPPP (CI) (LS)	\$ 4,000
5.	Traffic Control Plans (CI) (LS)	\$ 14,000
6.	Reimbursable Expenses (CI) (T&M)	\$ 5,000
7.	Management of Sub Consultants (T&M)	\$ 6,500
8.	Design/Bidding/CPS – ½ Spring Green (Morgan Pkwy-Gaston) (T&M)	\$ 32,458
9.	Traffic Signal Warrant Study ( Gaston / Spring Green )	\$ 9,000
10.	Traffic Signal Design ( If requested )	\$ 23,000
	<b>Total Additional Services</b>	<b>\$ 158,628</b>
	* Estimated 5 parcels @ \$3,500 / parcel	\$ 17,500

Total Engineering Services Fees anticipated from the above scope of work are \$ 418,460. Project Representation Services and materials Testing Services Fees will be negotiated later if desired by the County. The attached Exhibit "A" indicates the current billing rates we propose for T&M compensation.

**PROJECT SCHEDULE**

A.	Preliminary Engineering	60 Calendar Days*
B.	Final Design	90 Calendar Days**

\* Calendar Days to draft of PER

\*\* Calendar Days to 90% review documents from PER comments

Mr. Richard Stolleis, P.E.  
March 11, 2015

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We would anticipate a 30 calendar day period for bidding, a 30 calendar day period for contract execution, and a 180 calendar day for final construction completion ( Gaston from Katy Flewellen – Firethorn ). The completion of Spring Green ( Morgan Pkwy – Gaston ) can be bid and constructed on a quicker schedule.

We are pleased to provide this proposal to the County for this important infrastructure project and will be glad to answer any questions you may have.

Sincerely,  
Costello, Inc.



Samuel W. Kruse, Jr., P.E.  
Vice President, Municipal Services

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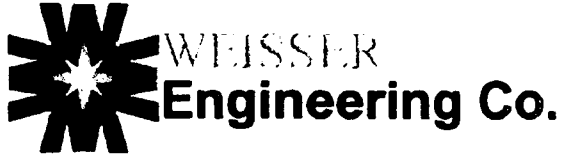
**EXHIBIT "A"**  
**RATE SCHEDULE**  
**January 2015**

Below are hourly rates for various job classifications. The billing rates are based upon a multiplier times salary cost. Salary Cost is defined as direct salary plus 40% for customary and statutory benefits such as social security contributions, unemployment, payroll taxes, worker's compensation, sick leave, vacation and holiday pay. A multiplier of 2.25 is used to obtain billing rates, except for field survey crews and principal which are fixed rates per hour.

<b>CLASSIFICATION</b>	<b>BILLING RATE</b>		
Principal	\$210.00	-	\$250.00
Senior Project Manager	180.00	-	230.00
Project Manager	135.00	-	210.00
Senior Project Engineer	115.00	-	150.00
Project Engineer	80.00	-	140.00
Senior Hydrologist/Hydraulic Engineer	125.00	-	200.00
Hydrologists/Hydraulic Engineer	80.00	-	150.00
Senior Transportation Engineer	150.00	-	220.00
Transportation Engineer	80.00	-	150.00
Senior Structural Engineer	145.00	-	200.00
Structural Engineer	85.00	-	160.00
GIS Manager	110.00	-	145.00
GIS Technician	80.00	-	130.00
IT Manager	100.00	-	135.00
IT Technician	85.00	-	115.00
Senior Designer	100.00	-	135.00
Designer	80.00	-	125.00
Sr. Computer Technician	85.00	-	115.00
Computer Technician	40.00	-	100.00
Construction Manager	110.00	-	135.00
Project Representative	70.00	-	110.00
Contract Administrator	155.00	-	185.00
Clerical	30.00	-	90.00
Survey Manager	185.00	-	230.00
Registered Surveyor	120.00	-	160.00
Senior Survey Technician	80.00	-	125.00
Survey Technician	45.00	-	90.00
2-Man GPS/Robotic Survey Crew	145.00	-	160.00
3-Man GPS/Robotic Survey Crew	170.00	-	180.00

Mileage and expenses incurred will be billed at the following rates:

Mileage	U.S. Government Standard mileage rate
Expenses	Outside – Cost plus 10%; Inside - Cost



19500 Park Row, Suite 100 • Houston, Texas 77084  
P.O. Box 219315 • Houston, Texas 77218  
Phone (281) 579-7300 • Fax (281) 828-0055

February 18, 2015

Costello Engineering & Surveying  
9990 Richmond Avenue, Suite 450  
Houston, TX 77042

Attention: Mr. Sam Kruse, P.E.

Phone: 713-783-7788 Email: skruse@costelloinc.com

RE: Professional Surveying and Mapping Services along the proposed extension of Gaston Road from Katy Flewellen Drive to Spring Green Boulevard for approximately 3800 feet in Fort Bend County, Texas.

Dear Mr. Kruse;

Per your recent request, Weisser Engineering Company is pleased to propose the following professional services and related fees for the above-described property:

#### Surveying

##### 1. Topographic Surveying

The specific limits are as follows:

Roadway – the linear topographic survey along the proposed Gaston Road will commence at the intersection of Katy Flewellen Drive and the Gaston Road intersection west to the intersection of ~~Spring Green Boulevard~~ <sup>Firestone Pkwy</sup> for approximately ~~2600~~ <sup>3900</sup> feet. <sup>DMC</sup>

The Surveyor will provide the following within the surveying limits:

- a. Perform abstract survey; obtain deeds of records, and plats for proposed Gaston Road right-of-way, streets intersecting Gaston Road and tracts of land adjoining Gaston Road.
- b. Establish horizontal and vertical project control. Control shall be relative to the North American Datum of 1983 (NAD 83, 2001 adjustment) and the North American Vertical Datum of 1988 (NAVD 88, 2001 adjustment/TSARP datum).
- c. Prepare Survey Control Sheet(s) for the project.
- d. For the roadway, obtain cross-sections at 100 foot intervals along the roadway. Cross-sections shall extend 25 feet beyond the existing or proposed right-of-way lines or 150 feet wide as applicable. Identify locations and elevations of physical features to include buildings, fences, walls, trees, sidewalks, driveways and driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipe, etc. Horizontally and vertically locate existing utilities within, crossing, and adjoining project limits. Utilities will be located and tied based on visual evidence and utilities based on maps and plans provided by the Client and marked

by "One Call" within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) and flow line elevations will be obtained on inlets, manholes, and drainage structures.

- e. The Surveyor will coordinate with pipeline companies, municipal utility districts (MUDs), Fort Bend County, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines and provide Level B Subsurface Utility Surveying.
- f. The 3D topographical survey base map and digital terrain model (DTM), surface triangular irregular network (TIN) will be created for the existing roadway from field data.

**COST: \$33,400.00 (non-taxable)**

## **2. Parcel Surveys**

- a. Prepare metes and bounds descriptions in accordance with Harris County guidelines for property acquisition and add parcels to the existing right-of-way maps.

**COST: \$3,500.00 per parcel (plus any applicable states sales tax)**

We appreciate the opportunity to provide this proposal. If this proposal is acceptable, please execute and return one (1) copy to our office. If you have any questions or comments, please do not hesitate to call.

Sincerely,  
Weisser Engineering Company

Walter P. Sass, R.P.L.S.

WPS/srb



# All-Terra Engineering, Inc.

*Geotechnical Engineering \* Construction Materials Testing*

February 13, 2015

Mr. Sam Kruse  
Costello, Inc.  
9990 Richmond Avenue,  
N. Building, Suite 450  
Houston, Texas 77042

Re: Proposal Geotechnical Investigation  
**Proposed Gaston Road Segment 2 Improvements**  
**Katy Flewellen Drive to S. Firethorne Road**  
**Precinct 3, Fort Bend County, Texas**

**Proposal No.: APE14-198 (Revised)**

Dear Mr. Kruse

## 1.0 INTRODUCTION

In response to your request, All-Terra Engineering, Inc. (All-Terra) is pleased to submit this proposal to perform a geotechnical investigation pertaining to the proposed roadway and drainage improvements to a portion of Gaston Road (Segment 2) from Flewellen Drive to S. Firethorne Road in Precinct 3 of Fort Bend County, Texas. The proposed roadway and associated drainage improvements, length of about 3,800 linear feet, will consist of a new four lane concrete boulevard with curb and gutter. The roadway portion will also include one (1) traffic signal.

The purposes of this geotechnical investigation will be to provide recommendations pertaining to the design of the pavement improvements as well as the associated underground utilities and traffic signal.

## 2.0 SCOPE OF WORK

Based on our understanding of the proposed project, All-Terra proposes that the geotechnical investigation consist of the following:

- Drill and sample a total of 8 geotechnical borings to a depth of 25 feet beneath the surface within the length of the proposed roadway improvements.

- Obtain both disturbed and relatively undisturbed samples from the borings with continuous samples being taken from the ground surface to a depth of 12 feet and intermittently thereafter.
- Measure the depth to groundwater during drilling, approximately 15 minutes after the water is initially encountered, as applicable, after the completion of drilling, and within 24 hours after the completion of drilling.
- Backfill the borings with cement grout for the full depth of each boring after the completion of the groundwater measurements.
- Perform geotechnical laboratory tests on soil samples recovered during drilling in order to determine the engineering properties of the site subsurface soils. Laboratory testing will include: Atterberg Limits tests, moisture content tests, percent soil finer than the No. 200 sieve tests, unconfined compression tests, Standard Proctor tests, California Bearing Ratio tests, and density of soils. Soil classification will be performed in accordance with the guidelines of ASTM D 2487 and ASTM D 2488.
- Characterize the site subsoil and groundwater conditions.
- Prepare boring logs and a soil profile based upon visual soil classifications and the results of laboratory tests.
- Perform engineering analyses for the purpose of developing and providing recommendations for the design and construction of the pavement as well as stabilization of the pavement subgrade soils.
- Perform engineering analyses as necessary to develop recommendations pertaining to dewatering requirements for excavations, trench shoring and bracing requirements, OSHA soil type classifications pertinent to trench shoring and bracing design, lateral earth pressures that may be used for the design of temporary shoring and bracing, lateral earth pressures for design of underground utilities, and utility excavation/bedding/backfill requirements.
- Prepare a report of the geotechnical investigation that presents the data, finding, and recommendations.

### 3.0 COST AND SCHEDULE

The estimated cost to complete the scope of work as defined in Section 2.0 above is about **\$ 13,766.00**. The cost is itemized as follows:

Item	Estimated Quantity	Unit	Unit Price	Estimated Cost
<b>Field Activities:</b>				
Mob/demob of drill rig	lump sum		\$ 300.00	\$ 300.00
Drilling of borings (8 at 25')	200	feet	\$ 15.00	\$ 3,000.00
Grouting of boreholes	200	feet	\$ 5.00	\$ 1,000.00
Locate/identify/mark borings, by technician	4	hours	\$ 37.00	\$ 148.00
Field logging/supervising of drilling activities, qualified technician	8	hours	\$ 37.00	\$ 296.00
<b>Sub-Total</b>				<b>\$ 4,744.00</b>
<b>Laboratory Testing:</b>				
Atterberg Limits (ASTM D4318)	30	each	\$ 50.00	\$ 1,500.00
% Pass No. 200 Sieve (ASTM D1140)	30	each	\$ 40.00	\$ 1,200.00
Moisture Content (ASTM D2216)	68	each	\$ 8.00	\$ 544.00
Unconfined Compression (ASTM D2166)	20	each	\$ 38.00	\$ 760.00
Standard Proctor (ASTM D698)	1	each	\$ 150.00	\$ 150.00
California Bearing Ratio (ASTM D1883, 3 points per set)	4	each	\$ 185.00	\$ 740.00
<b>Sub-Total</b>				<b>\$ 4,894.00</b>
<b>Engineering, supervision, analysis, and report preparation:</b>				
Senior engineer, P.E.	32	hours	\$ 120.00	\$ 3,840.00
Support personnel (CAD and clerical)	8	hours	\$ 36.00	\$ 288.00
<b>Sub-Total</b>				<b>\$ 4,128.00</b>
<b>TOTAL</b>				<b>\$ 13,766.00</b>

\* Piezometer readings at 1-day, 2-weeks, and 1-month.


We estimate that about 3 to 4 weeks will be required to complete the projects if no delays are encountered with respect to weather conditions or site access.

#### 4.0 CLOSING REMARKS

We appreciate the opportunity to present this proposal to Costello, Inc. and look forward to being of service to you. Your approval of this proposal may be indicated by your signing/dating this proposal as provided below. We request that a copy of the signed/dated proposal be provided to All-Terra Engineering, Inc. Should you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Respectfully submitted,  
**ALL-TERRA ENGINEERING, INC., F-9770**

  
Haddis Tewolde, P.E., #98494  
Principal

  
Odigwe Mokogwu, P.E. #96896  
Project Manager

#### AUTHORIZATION:

By: \_\_\_\_\_  
(SIGNATURE)

Name: \_\_\_\_\_  
(PRINTED NAME)

Title: \_\_\_\_\_

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