

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 Van De Wiele & Vogler, 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 realignment of Powerline Road to straighten the existing "S" curve and replace with an asphalt pavement section with shoulders and roadside ditches, under the Fort Bend County 2013 Mobility Bond Program – Powerline Road Realignment Northwest of Sunrise Meadows Drive – Project No. 13110 (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 seventy-five thousand five hundred twenty-two dollars and NO/100 (\$75,522.00). 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 seventy-five thousand five hundred twenty-two dollars and NO/100 (\$75,522.00), 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 seventy-five thousand five hundred twenty-two dollars and NO/100 (\$75,522.00).

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

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twenty-four (24) months thereafter.

Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

**Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County.

Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

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

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

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

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **Section 10. Insurance**

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability

for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

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

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

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

#### **Section 12. Confidential and Proprietary Information**

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in

Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the

owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

**Section 13. Independent Contractor**

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Van De Wiele & Vogler, Inc.  
Attn: Jeff Vogler, P.E., President  
2925 Briarpark, Suite 275  
Houston, Texas 77042-3270

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**

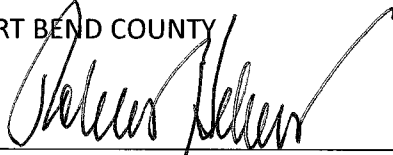
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**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 6 day of October, 2015.

FORT BEND COUNTY

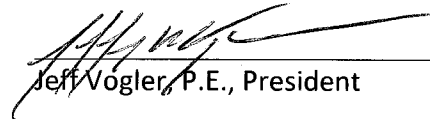


Robert E. Hebert, County Judge

10-6-2015

Date

VAN DE WIELE & VOGLER, INC.



Jeff Vogler, P.E., President

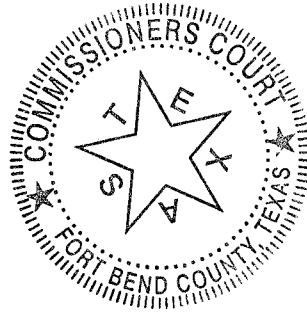
9/28/15

Date

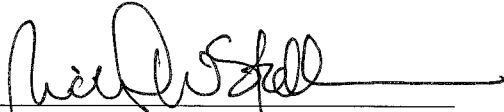
ATTEST:



Laura Richard, County Clerk

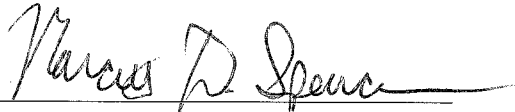


APPROVED:



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

APPROVED AS TO LEGAL FORM:



Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 75,522<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

# EXHIBIT A



July 9, 2015 (Revised September 9, 2015)

Mr. Richard Stolleis, P.E.  
County Engineer  
Fort Bend County Engineering Department  
301 Jackson Street - 4th Floor  
Richmond, Texas 77469

Attn: Mr. Stacy Slawinski, P.E.

Re: **Powerline Road Realignment**  
VDW&V Job No. 27702-801-1-PAV

Dear Mr. Stolleis,

Van De Wiele & Vogler, Inc. (VDW&V) is pleased to submit this proposal to provide professional engineering services for the captioned project. This proposal includes a project description, scope of services, compensation and support documentation.

**Project Location and Understanding:** Powerline Road is a heavily-traveled connection between two major thoroughfares (FM 2977 and FM 2218) in southcentral Fort Bend County, Precinct 1 that provides access for several subdivisions currently in development. The primary focus of this project is to realign a segment of the road to eliminate two 90-degree curves near the Sunrise Meadow Subdivision and improve safety. Drainage appears to travel to the southeast to a tributary of Big Creek near the intersection of Powerline Road and Whitewing Drive, and according to FEMA FIRM 48157C400L, Powerline Road is not in a special flood hazard area. One key issue for this project will be the crossing an aerial electric transmission system corridor and avoidance of the transmission towers that extend parallel to the existing west right of way (ROW) line of Powerline Road.

**Project Scope of Services:** VDW&V understands that this project will be constructed by County forces, but will provide a bid-ready set of plans and specifications on CD in the event the project is let to private contractors. If this is the case, the County will need to provide the contracting and bidding documentation to VDW&V for inclusion. VDW&V will design and prepare plans, specifications, and quantity estimates for the construction of approximately 1,900-foot long asphalt pavement section with shoulders and roadside ditches. Incorporated in the plans will be properly-sized culverts and/or storm sewer systems. The VDW&V team will provide professional civil engineering, surveying, geotechnical, storm water handling design, and other services as described below.

**Preliminary and Final Design Phase:** Upon receipt of written notice to proceed, VDW&V will prepare the project's Preliminary and Final Design. This design and an estimate of construction cost will be submitted for review at the 30% 95% and signed, construction-ready stages.

The segment will be surveyed and the easements and right of way needs will be determined and acquisition documents prepared for one parcel (Parcel 6 on attached map). The geotechnical study will include 3 soil borings that will be extracted and tested along the segment, and a pavement design will be prepared, which will include subgrade soil stabilization. Hydrologic and hydraulic analyses will be performed for the existing and proposed drainage systems in accordance with the drainage criteria of the County.

VDW&V will obtain available record drawings from utility providers within the project area (including major transmission pipelines, if any), review the applicable information contained therein and develop pertinent design recommendations based on that information. VDW&V has contacted FBC Municipal Utility District 162 and has requested this documentation. VDW&V will prepare layouts of the project area showing lot lines, easements, paving, water distribution, wastewater collection, storm water collection, and private utilities including gas, power, cable television, etc. VDW&V and the project design team will endeavor to verify or otherwise reconcile the findings from the Utility Plan Review and the topographic survey to identify potential conflicts. The Final Design will avoid conflicts where physically and financially feasible. Where relocation of private utilities is unavoidable, VDW&V will notify/coordinate as early in the design process as possible.

Mr. Richard Stolleis, P.E.  
Powerline Road  
July 9, 2015  
Page 2

VDW&V will prepare the project's traffic control plan in accordance with the "Texas Manual on Uniform Traffic Control Devices" and the applicable requirements of the County. VDW&V will prepare the project's storm water pollution prevention plan (SW3P) in accordance with the TCEQ and County's requirements.

VDW&V and the project design team will, as necessary, incorporate standard details into the final design. Should it be necessary to revise the standard details to suit project-specific requirements, VDW&V will provide reasons for the revisions and obtain approval for them. VDW&V will develop additional non-standard details as necessary for the construction of the project.

VDW&V and the project design team will prepare technical specifications in accordance with the CSI standard format. VDW&V will review the standard specifications and supplement them as necessary to suit the specific requirements and meet the project's design intent. VDW&V may prepare additional, non-standard specifications as necessary to bid and construct the project. All supplemental and additional specifications will be subject to review and approval.

Before construction by Fort Bend County, VDW&V will obtain the required signatures or approvals from other agencies, and public and private utilities which may have facilities within or otherwise impact the project, or whom require permits or license agreements. These include, but are not limited to the Fort Bend County Drainage District, MUD 162, pipeline companies and other private utilities.

**Construction Phase:** Upon receipt of written notice, VDW&V will provide professional services to assist the County during construction on a time and materials basis. VDW&V will participate in the pre-construction meeting and will provide clarifications and recommendations to assist in the resolution of problems related to construction as described in Requests for Information generated by the County. VDW&V will prepare and submit as-built record drawings within 30-days after receipt of the County's red-lined field drawings.

**Compensation:** Compensation for Preliminary and Final Design Basic Services will be on a lump sum basis at a cost of \$42,860.00 (see enclosed fee summary). Compensation for Preliminary and Final Design Additional Services is proposed to be \$30,673.00, which includes \$15,136.00 for topographic surveying, \$8,710.00 for parcel acquisition documents and \$6,828.00 for the geotechnical study (see attached proposals, with 10% markup). Construction Phase Services are proposed to be \$1,989.00. The total budget for engineering services is \$75,522.00.

**Schedule:** VDW&V proposes to submit the Preliminary Design within 90 days after notice to proceed for Preliminary Design services and the Final Design within 90 days of notice to proceed for Final Design services.

On behalf of the project design team, Van De Wiele & Vogler, Inc. appreciates this opportunity to provide professional engineering services to the Fort Bend County on this important project. We are available to initiate the work of this assignment immediately upon receipt of your written authorization to proceed. Please feel free to contact me any time if you have any questions or if you need additional information.

Sincerely,



Michael A. Martin, P.E.  
Senior Project Manager  
Transportation and Municipal Projects  
Van De Wiele & Vogler, Inc.  
Texas Registered Engineering Firm F-148

Enclosures:

Basic and Additional Services Fee Summary  
Earth Engineering, Inc. Geotechnical Services Proposal  
Jones & Carter, Inc. Surveying Services Proposal



**FORT BEND COUNTY  
POWERLINE ROAD REALIGNMENT**

**Preliminary & Final Basic Services Fee Calculation**

Staff Designation:	Engineer VI		Engineer V		Engineer II		Designer III		Drafter/Tech III		Task Total			
	Raw Salary Rate:		\$48.33		\$36.50		\$38.00		\$28.33					
	Sheets	Hrs/Sheet	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount		
<b>Preliminary and Final Design Basic Services Task</b>														
<b>A. General Project Management/Administration</b>														
1. Project Kick-off Meeting: Minutes														
			24	\$ 4,500	26	\$ 3,770	8	\$ 876	0	\$ -	0	\$ -	58	\$ 9,146
2. Site Visits to Identify Key Design Issues/Constraints														
			2	\$ 375	3	\$ 435		\$ -		\$ -		\$ -	5	\$ 810
3. Coordination / meetings with Ft. Bend Co / BBI; utilities (4 meetings total)														
			8	\$ 1,500	8	\$ 1,160		\$ -		\$ -		\$ -	16	\$ 2,660
4. Review Work Progress (QA/QC)														
			10	\$ 1,875	6	\$ 870		\$ -		\$ -		\$ -	16	\$ 2,745
5. Prepare, submit, and obtain approval of documents														
			2	\$ 375	6	\$ 870	5	\$ 548		\$ -		\$ -	13	\$ 1,792
<b>B. Preliminary and Final Design</b>														
<b>1. Existing Data Collection and Review/Verification</b>														
a. Acquire existing plan information; incop in plans														
			3	\$ 563	4	\$ 580	3	\$ 329	10	\$ 1,140	6	\$ 510	26	\$ 3,121
b. Obtain utility information; analyze and resolve conflicts; incop in plans														
			1	\$ 188		\$ -	3	\$ 329	4	\$ 456	3	\$ 255	8	\$ 856
c. Evaluate ROW, survey, and geotech information; incop in plans														
			2	\$ 375	3	\$ 435		\$ -	2	\$ 228		\$ -	7	\$ 1,038
<b>2. Design Development / Modeling</b>														
a. Existing and proposed storm sewer and culvert design using WinStorm														
			1	\$ 188	4	\$ 580	28	\$ 3,066		\$ -		\$ -	33	\$ 3,833
b. Proposed earthwork modeling and earthwork calculations using Geopak														
			1	\$ 188	6	\$ 870	24	\$ 2,628		\$ -		\$ -	31	\$ 3,685
<b>3. Plan Sheet Development</b>														
a. Title Sheet with Index														
			17	\$ 3,188	39	\$ 5,655	52	\$ 5,694	69	\$ 7,866	53	\$ 4,505	230	\$ 26,907
b. General Construction Notes														
			1	\$ 188	2	\$ 290		\$ -	4	\$ 456		\$ -	7	\$ 933
c. Typical Sections (Existing and Proposed)														
			2	\$ 188	2	\$ 290		\$ -		\$ -	2	\$ 170	5	\$ 647
d. Drainage Area Maps with Drainage Computations														
			2	\$ 188	3	\$ 435	8	\$ 876	3	\$ 342	8	\$ 680	23	\$ 2,520
e. Culvert plan and profile sheets														
			3	\$ 188	2	\$ 290	6	\$ 657	12	\$ 1,368		\$ -	21	\$ 2,502
f. Roadway Plan and Profile Sheets with Horizontal Alignment Data														
			4	\$ 563	12	\$ 1,740	12	\$ 1,314	20	\$ 2,280	8	\$ 680	55	\$ 6,576
g. Signing and Pavement Marking Layouts														
			2	\$ 188		\$ -	4	\$ 438	8	\$ 912	4	\$ 340	17	\$ 1,877
h. SW3P Layouts and Best management Practices Sheet														
			3	\$ 188	2	\$ 290	5	\$ 548		\$ -	5	\$ 425	13	\$ 1,450
i. Traffic Control Plan Advance Warning Signs Sheet														
			1	\$ 188	2	\$ 290		\$ -	6	\$ 684		\$ -	9	\$ 1,161
j. Traffic Control Plan Layout Sheets														
			2	\$ 375	6	\$ 870		\$ -	12	\$ 1,368		\$ -	20	\$ 2,613
k. Roadway, Drainage, TCP, SW3P, and Misc. Standards														
			16	\$ 188	2	\$ 290	4	\$ 438		\$ -	6	\$ 510	13	\$ 1,425
l. Calculations and Summary of quantities (95% and final)														
			2	\$ 563	4	\$ 580	8	\$ 876	4	\$ 456	8	\$ 680	27	\$ 3,154
<b>Preliminary and Final Design Basic Services (Excluding subconsultants)</b>														
			45	\$ 8,438	75	\$ 10,875	87	\$ 9,527	79	\$ 9,006	59	\$ 5,015	345	\$ 42,860
<b>Percentage:</b>			13.0%	19.7%	21.7%	25.4%	25.2%	22.2%	22.9%	21.0%	17.1%	11.7%	100.0%	100.0%



**FORT BEND COUNTY  
POWERLINE ROAD REALIGNMENT**

**Project Summary Fee Calculation**

Task	Engineer VI		Engineer V		Engineer II		Designer III		Drafter/Tech III		Task Total	
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
Raw Salary Rate:		\$63.33		\$48.33		\$31.67		\$36.67		\$28.33		
RSR x 3.0:		\$190.00		\$145.00		\$95.00		\$110.00		\$85.00		
Preliminary and Final Design Basic Services	45	\$ 8,438	75	\$ 10,875	87	\$ 9,527	79	\$ 9,006	59	\$ 5,015	345	\$ 42,860
Preliminary and Final Design Additional Services	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Construction Phase Services (Construction Oversight)	4	\$ 750	6	\$ 870	0	\$ -	1	\$ 114	3	\$ 255	14	\$ 1,989
<b>Total Basic and Additional Services:</b>	<b>49</b>	<b>\$ 9,188</b>	<b>81</b>	<b>\$ 11,745</b>	<b>87</b>	<b>\$ 9,527</b>	<b>80</b>	<b>\$ 9,120</b>	<b>62</b>	<b>\$ 5,270</b>	<b>359</b>	<b>\$ 75,522</b>
<b>Percentage:</b>	<b>13.6%</b>		<b>22.2%</b>		<b>24.2%</b>		<b>22.3%</b>		<b>17.3%</b>		<b>100.0%</b>	



6336 Gulfton, Suite 100  
Houston, Texas 77061-1169  
Tel: 713.777.6337  
Fax: 713.777.5976  
www.jonecarter.com

May 20, 2015

Mr. Michael A. Martin, P.E.  
Van De Wiele & Vogler, Inc.  
2925 Briarpark, Suite 275  
Houston, TX 77042-3720

Re: Powerline Road Topographic and Right-of-Way Surveys

Dear Mr. Martin,

Thank you for considering this proposal for Surveying Services on the above referenced project. Our understanding is Van De Wiele & Vogler, Inc. has been contacted by Fort Bend County Precinct 1 as part of the 2013 Mobility Bond Program to provide engineering services to straighten the existing "S" curve along Powerline Road. Based on our project understanding we have prepared the following scope of services and fee proposal for your consideration.

Task 1 will include a map of the existing rights-of-way and easements. Task 2 will include a topographic survey of the existing and proposed rights-of-way. Task 3 will include a right-of-way map based on final alignment, metes and bounds descriptions and surveys for parcel acquisition, and a survey control map.

#### Survey

##### 1. Existing Right of Way Surveying

- a. Perform abstracting and obtain deeds and plats for tracts along Powerline Road rights-of-way and streets intersecting Powerline Road. There will be  $\pm 5$  tracts on the northeast side of the road and  $\pm 4$  tracts on the southwest side of the road for a total of  $\pm 9$  tracts to be abstracted. The Abstractor will provide Ownership, Subdivision Plats, Roadway Proof & Existing Easements Documentation.
- b. Establish the existing rights-of-way of Powerline Road, and intersecting streets to include Spice Springs Lane and Sunrise Meadow Drive.
- c. Prepare Right-of-Way Map of existing rights-of-way for the project per TSPS Category 2, Condition II Standards.

##### 2. Topographic and Cross-Section Survey for Roadway (total of $\pm 2000$ linear feet of roadway and side streets)

The specific limits are as follows:

- Powerline Road from  $\pm 400$  feet west of Spice Springs Lane to  $\pm 250$  feet east of Sunrise Meadows Drive.
- Spice Springs Lane and Sunrise Meadows Drive, 150 feet north of Powerline Road.
- Excludes portions of Powerline Road which are more than 150' away from the proposed alignment.



Mr. Michael A. Martin  
May 20, 2015  
Page 2

3. Proposed Right-of-Way Maps and Parcels

- a. Prepare Right-of-Way Map for proposed rights-of-way and Survey Control Sheet(s) for the project. Drawings will be prepared to the TSPS Standards and Specifications for a Category 1A Condition II Survey, full size and 1/2 size signed and sealed drawings will be provided.
- b. Prepare metes and bounds descriptions and surveys for parcel and easement acquisition.
- c. Establish a recoverable design/construction baseline and monument baseline on the ground.
- d. Right-of-way maps will be prepared at a scale of 1"= 20'.
- e. Survey control drawing will be prepared at a scale of 1"=100'.

For the locations described above, the following will be provided:

- a. Establish horizontal and vertical project control. Horizontal control will be based on the Texas Coordinate System, South Central Zone, North American Datum of 1983. A site specific scale will be used to convert from Grid to Surface. Vertical control will be based on the North American Vertical Datum of 1988, Geod 12A.
- b. For the roadway, obtain cross sections at 100 foot intervals along the roadway. Cross sections shall extend 20 foot beyond the existing and proposed rights-of-way lines as applicable. Identify locations and elevations of physical features to include buildings, fences, gates, walls, sidewalks, driveways, driveway curbs, power poles, light poles, water meters, water wells, ponds, sprinklers, off-site drain pipes, mailboxes, bus stops, etc. Horizontally and vertically locate visible 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 direction of pipes will be obtained on storm sewer lines, sanitary sewer lines and culverts. The rim (top) & flowline elevations will be obtained on inlets, manholes, & drainage structures. Individual trees with diameters 6" & greater will be shown by size and type. Groups of trees & wooded areas will be outlined.
- c. We will provide a 2D -- DGN file for planmetric, 3-D DGN file of the grade break lines, an ASCII Points file of points used for creating the TIN, GeoPak file and a \*.dat file. Plots of the triangles, shaded areas and 0.2 foot contours for QA/QC checks will be provided upon request.
- d. CAD files for the topographic survey will be provided in microstation format.
- e. PDF files of the existing and proposed Right-of-Way maps and parcel surveys will be provided

These services can be completed for a Lump Sum fee of \$29,478.00. A Level of Effort worksheet is attached. The existing Right-of-Way Map can be completed within thirty (30) days upon receipt of your written authorization to proceed. The Topographic Survey can be completed within forty-five (45) days upon receipt of your written authorization to proceed. The final Right-of-Way and survey control can be completed within thirty (30) days upon receipt of your final alignment.

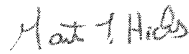


Mr. Michael A. Martin  
May 20, 2015  
Page 3

Again Mr. Martin, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below. We look forward to working with you on this project.

Sincerely,

  
Steve Jares  
Registered Professional Land Surveyor  
No. 5317

  
Martin G. Hicks  
Registered Professional Land Surveyor  
No. 4387

MGH/vme  
I:\WP\DOCS\SURV\MGH\PROPOSAL\Michael A. Martin - Van De Wiele & Vogler, Inc..docx  
Enclosure

**APPROVED BY:**

Lump Sum fee of \$29,478.00

\_\_\_\_\_  
Signature of Authorization

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**Jones and Carter, Inc.**      **Level of Effort for Powerline Road Project from ±400 feet West of Spice Springs Drive to ± 250 feet East of Sunrise Meadow Drive**  
**May 18, 2015**      **Design Phase Surveying Services**

Task:	Service Description:		2-Man Field Crew	2-Man Crew w/GPS	3-Man Field Crew	Survey Tech 2	Project Surveyor 3	RPLS	CAD Operator 5	Secretary 3	Lump Sum Fee	Total Hours	Total Cost
	General Descript	Hourly Rates:											
Deed Research	Research deeds & easements of adjoining & roadway		\$120.00	\$170.00	\$150.00	\$62.00	\$92.00	\$150.00	\$78.00	\$55.00	\$1,500.00	N/A	\$1,500.00
Deed Plot	Plot deeds, easements and existing rights-of-way					6	1	1				8	\$614.00
Right-of-Entry	Letters to land owners per tax rolls					1	1			2		4	\$264.00
Control	Establish 4 permanent control monuments Temporary benchmarks at ± 1,000 foot intervals Prepare 8 1/2 x 11 control sheets		6	8		4	2	1	4			25	\$2,974.00
Topographic Survey	Gather field data Provide plan view in Microstation format at 1"=20' scale			10	20	20	10	2	16			78	\$8,408.00
Right-of-Way Map for existing right-of-way	Right-of-way Map for existing Right-of-way in Microstation format at 1"=20' scale			8	10	10	4	2	15			49	\$5,318.00
Final ROW Map, Control Map Metes & Bounds and survey for parcels	Estimated 4 parcels at \$2,600.00 per parcel One Parcel to be acquired										\$10,400.00	N/A	<del>\$48,466.66</del> \$2,600.00
Total Hours:			6	26	30	41	18	6	35	2		164	
Total Cost:			\$720.00	\$4,420.00	\$4,500.00	\$2,542.00	\$1,656.00	\$900.00	\$2,730.00	\$110.00	\$11,900.00		<del>\$29,478.66</del> \$21,678.00



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## EARTH ENGINEERING, INC.

Geotechnical, Materials Testing & Environmental Consultants

4877 Langfield Road • Houston, TX 77040 • T: (713) 681-5311 • F: (713) 681-5411 • [www.eartheng.com](http://www.eartheng.com)

June 15, 2015

Mr. Michael Martin  
Senior Project Manager  
Van DeWiele & Vogler Inc.  
2925 Briarpark, Suite 275  
Houston, TX 77042 |

Proposal No.: P-EE1517806-G  
Sent Via e-Mail: [MMartin@vandewiele-eng.com](mailto:MMartin@vandewiele-eng.com)

### GEOTECHNICAL EXPLORATION PROPOSAL POWER LINE ROAD REALIGNMENT AT POWERLINE ROAD FORTBEND COUNTY, TEXAS

Dear Mr. Martin:

Earth Engineering, Inc. is pleased to present this proposal to perform geotechnical evaluation for the above project in Fort Bend County, TX. We visited the job site prior to preparation of this proposal. The site appears as a rural road and traffic count was not so much during our site visit.

#### SCOPE OF WORK

The scope of our services is presented below:

- Coring existing pavement at three different locations.
- Drilling, sampling a total of three (3) borings each to a depth of 10-feet at the proposed road realignment area.
- Obtaining continuous soil samples to a depth of 10 feet.
- Earth Engineering will perform granular soil sampling utilizing the Standard Penetration Test (split spoon sampler) by driving. Blow counts will be recorded as produced by a 140-pound weight falling 30 inches (ASTM D-1558). Cohesive soils will be sampled using a thin walled sampler (Shelby Tube) hydraulically pushed into the soil (ASTM D-1587).

- Performing laboratory tests on selected representative soil samples to develop the engineering properties of the soil. These tests may include: pocket penetrometers, unconfined compression, present moisture content, percent passing 200 sieves, dry densities, Atterberg Limits, and swell tests, as deemed appropriate.
- Utilizing the results of observations both in the field and in limited laboratory tests, Earth Engineering will author a report that will include the following subjects:
  - soil stratigraphy: soil encountered up to 10 feet
  - groundwater conditions and groundwater control during construction
  - boring log information will include all laboratory test results and field observations
  - specify sub-grade compaction requirements for slab on-grade and pavement structure
  - provide pavement section design recommendations for both rigid and flexible pavements
  - Compare the existing pavement section with the design pavement section.
  - recommend construction considerations, as deemed necessary
  - recommend back-fill material specifications
- Incorporating all of the above into a geotechnical engineering report which is performed under the direction of, and signed by, a professional engineer registered in the State of Texas.

### **SCHEDULING**

We anticipate that we can commence the fieldwork within two (2) to three (3) business days subsequent to our receiving your formal written authorization to proceed.

We anticipate that the field exploration and limited laboratory testing will require about 5 business days. Engineering analyses and report preparation will require approximately five (5) business days. Consequently, we anticipate our final report could be submitted within approximately three to four weeks subsequent to successful drilling of the borings. Verbal recommendations can be related to the civil engineer within two weeks after the completion of drilling operations. **We will work with you to meet your deadline.**



**ESTIMATED FEES "3 borings" (3@ 10').**

The total cost for the geotechnical study is estimated to be **\$6,215.00 (Truck Mounted Drilling Rig/Portable Drilling Rig).**

<i>SERVICE DESCRIPTION</i>	<i>UNIT FEE</i>	<i>AMOUNT</i>	<i>ESTIMATED COST</i>		
<b>Field Exploration</b>					
Mobilization/Demobilization	\$349		2	Mob	\$698.00
Drilling and Sampling (30 feet)	\$19	foot	30	feet	\$570.00
Field Engineer supervision and layout	\$101.00	hour	8	hours	\$808.00
3 Coring on Existing Street	\$338.00	min	1	site	\$338.00
			<b>Subtotal:</b>		<b>\$2,414.00</b>
<b>Laboratory Testing</b>					
Atterberg Limits (LL, Pi's)	\$62.00	Per test	6	tests	\$372.00
Moisture Contents	\$9.00	test	15	tests	\$135.00
Unconfined Compressive Strength	\$45.00	test	2	tests	\$90.00
California Bearing Ratio (CBR)	\$215.00	test	1	tests	\$215.00
			<b>Subtotal:</b>		<b>\$597.00</b>
<b>Engineering and Report Writing</b>					
Principal Engineer, P.E.	206	hour	4	hours	\$824.00
Project Engineer, EIT	101	hour	20	hours	\$2,020.00
Support Personnel	60	hour	6	hours	\$360.00
			<b>Subtotal</b>		<b>\$3,204.00</b>
			<b>TOTAL</b>		<b>\$6,215.00</b>

**Notes:**

1. The above estimates do not include site clearing and assumes that the site is accessible to a truck mounted drilling rig.
2. Additional site visits, drilling, concrete coring, engineering analysis, and/or consultation beyond the scope of work specified in this proposal will be charged as additional fees using the above rates.
3. **Traffic control is not under the scope of the project. This proposal will be revised under such circumstances (if required).**
4. Our invoice will be submitted along with our final report. We request final payment within 30 days after the submission of the report. The fee outlined in this proposal will be valid for a period for 45 days. Subsequent to that time, adjustments may be required.



## INSURANCE

Earth Engineering Inc. maintains the following insurance:

- Professional Liability (errors and omissions): one **million**.
- General Liability: **two million**.
- Workman's Compensation: **one million**.
- Commercial Auto Insurance: **one million**.
- Umbrella Insurance: **five million**

## CLIENT RESPONSIBILITIES

Earth Engineering, Inc. requests that you provide the following information prior to the site visit and our site activities:

- Formal written authorization.
- Name and telephone number of a responsible client contact, if other than yourself.
- Any geotechnical, environmental, geologic, and hydrological report previously prepared for the study area, to which you have access, as well as information regarding any similar report currently being undertaken.
- Any restrictions or limitations to, or requirements for site access to be adhered to by Earth Engineering personnel.

Should you have any questions concerning this proposal or other services we may provide, please feel free to contact us at (713) 681-5311 or by e-mail at [moes@eartheng.com](mailto:moes@eartheng.com). We will be pleased to discuss them with you.

Yours very truly,  
EARTH ENGINEERING, INC.

*Moe A. Shihadeh*

Moe A. Shihadeh, P.E.  
Principal  
Attachments: Agreement Form

