

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 Huitt-Zollars, 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 re-construction of Old Needville-Fairchild Road within the 100' proposed right of way, under the Fort Bend County 2013 Mobility Bond Program – Old Needville-Fairchild Reconstruction from FM 361 to City Limit (near SH 36) – Project No. 13109 (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 Attachment A).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Attachment A. The Maximum Compensation for the performance of Services within the Scope of Services described in Attachment A is six hundred fifty thousand five hundred seventy-six dollars and 40/100 (\$650,576.40). 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 six hundred fifty thousand five hundred seventy-six dollars and 40/100 (\$650,576.40) 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 six hundred fifty thousand five hundred seventy-six dollars and 40/100 (\$650,576.40).

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, 1st Floor
Richmond, Texas 77469

Contractor: Huitt-Zollars, Inc.
Attn: Gregory R. Wine, P.E., LEED AP
1500 South Dairy Ashford, Suite 200
Houston, Texas 77077-3858

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

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

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

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

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

Section 24. Conflict

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 13 day of October, 2015.

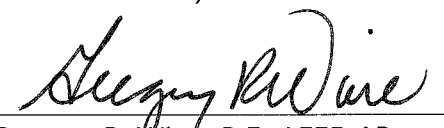
FORT BEND COUNTY


Robert E. Hebert, County Judge

10-13-2015

Date


HUITT-ZOLLARS, INC.

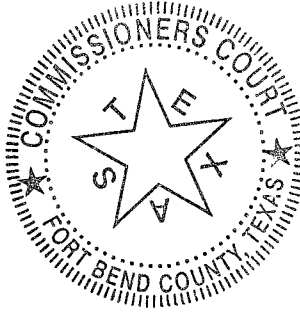

Gregory R. Wine, P.E., LEED AP,
Senior Vice President

October 2, 2015


Date

ATTEST:

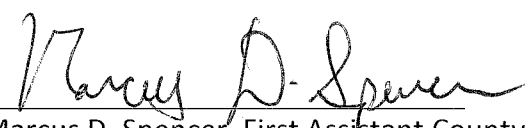

Laura Richard, County Clerk



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 \$650,576.40 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

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ATTACHMENT A

September 18, 2015

Mr. Tommy V. Cromer, P.E.
Senior Project Manager - Transportation
Binkley & Barfield, Inc.
1710 Seamist Drive
Houston, TX 77008

Reference: Old Needville Fairchild Road
Fort Bend County 2013 Mobility Bond Program

Subject: Proposal – Preliminary Engineering, Final Engineering,
Bid & Construction Phase, Geotechnical and Surveying Services

Dear Mr. Cromer,

Enclosed are Huitt-Zollars, Inc.'s proposed budget, manpower and direct expense breakdown and scope of services for completing the Preliminary Engineering, Final Engineering, Bid & Construction Phase, Geotechnical and Surveying Services for the above referenced project.

Huitt-Zollars, Inc.'s proposed budgets for referenced project follow:

Phase 1 – Preliminary Design Services	\$ 94,420.00
Phase 2 – Final Design Services	\$ 285,500.00
Phase 3 – Construction Phase Services	\$ 25,000.00
Total Basic Services Fee	\$ 404,920.00

Additional Services

1) Route Topographic Survey	\$ 128,986.00
2) Proposed ROW Maps, Metes & Bounds	\$ 60,450.50
3) Abstracting and Title Research	\$ 36,575.00
4) Geotechnical Investigation	\$ 19,644.90
Total Additional Services Fee	\$ 245,656.40

Our total proposed budget is estimated to be \$ 650,576.40. Detailed levels of effort are attached. Should you have any questions, or require additional information, please call. Thank you.

Upon receipt of a written notice to proceed, we will commence work. Thank you.

Sincerely,
Huitt-Zollars, Inc.



Gregory R. Wine, PE, LEED AP
Senior Vice President

Enclosures

EXHIBIT A

Scope of Engineering Services

Old Needville Fairchild Road from FM 361 to City Limit (Near SH 36)

The following Engineering services will be provided in connection with this project:

PROJECT DESCRIPTION :The work to be performed by the Engineer shall consist of the development of Preliminary engineering report , detailed plans, specifications and estimates (PS&E) for the re-construction of Old Needville Fairchild Rd from FM 361 to the Needville City Limit near SH 36. The roadway design will consist of reconstruction of 2- lane asphalt pavement section with addition of 6 feet shoulders and ROW purchase for a 100' ROW. The project will be designed to meet county design criteria.

I. PRELIMINARY ENGINEERING REPORT

A Preliminary Engineering Report will be prepared for preliminary design, and the purpose of the report is to document the six goals as stated. The primary goals are to (1) establish a typical cross section and cross sections in non-standard areas, (2) positively determine right-of-way acquisition needs, (3) determine potential conflicts with existing facilities, (4) identify critical path items, (5) identify problem areas and potential resolution(s), and (6) prepare a reasonable construction cost estimate.

A “30 percent” plan set will be prepared, consisting of all existing features (seen and unseen) shown in plan and profile, and proposed improvements in plan only with minor annotation. These plans, along with a typical section sheet, are the only drawings that will be prepared as part of the PER.

The report shall include a narrative, applicable plans, a drainage report, a construction cost estimate, a geotechnical report, and an environmental report, as applicable. Any further requirements can be discussed in a scoping meeting.

Geotechnical investigations and reporting should be completed during preliminary design, in accordance with Harris County criteria. Standard TxDOT criteria with boring depths based on the depth of the outfall channel. The geotechnical engineer should calculate the equivalent single axle load (ESAL) for the County’s standard pavement design

An appropriate attempt shall be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features shall be identified. Any subsurface utility investigation (SUI) shall be at the expense of the utility company. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the County and/or its project management consultant.

II. FINAL DESIGN

The goal is to prepare construction drawings and specifications accurately and efficiently. Interim submittals will be made at 70 percent and 95 percent completion, and should include drawings, a specification table of contents (and/or special specifications, as applicable), and a construction cost estimate.

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

A. PLANS

Revise Horizontal/Vertical Alignment

Roadway horizontal alignments, vertical alignments, cross-slopes, crossovers, and other related geometric design features established for the PER will be finalized.

- a. Prepare cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, design firm name and registration number)
- b. Index of sheets
- c. Typical and non-standard cross sections (not-to-scale proposed sections with station limits for each section; show pavement/subgrade material and thickness, right-of-way and roadway width, applicable dimensions, profile grade line, and general location of existing and proposed utilities)
- d. Overall project layout (scale as appropriate with sheet references left blank since they are subject to change in subsequent submittals)
- e. Survey control map
- f. Develop plan and plan/profile sheets, which depict the proposed improvements. These sheets will contain topographic information, existing utilities, demolition items, roadway baselines, proposed pavement curb elevations, and roadway pavement contours where necessary for construction, drainage structures, limits of barriers and other information necessary for construction. Profile sheets will show existing ground lines at the right of way line, existing ditch lines, and

existing paving elevations, and other elevations necessary to describe the profile elevations.

- g. The plan package will be complete and suitable for bidding and award of a construction contract.
- h. Show existing utilities in plan and profiles. Prepare plans to minimize utility adjustment where practical.
- i. Provide to the County information and/or exhibits on driveways for the purpose of preparing temporary construction easements where practical.
- j. Develop cut and fill quantities for the proposed sections.
- k. Earthwork quantities with cross sections at 100-foot intervals (only non-standard sections should be included in plans)

B. HYDROLOGY AND HYDRAULICS

1. Design storm sewer/ditch systems for 2 year storm. Design using WinStorm drainage software.
2. Detail the following:
 - a) Drainage Area maps with Hydraulic calculations
 - b) Hydraulic data
 - c) Drainage structure plan view layout sheet.
 - d) Storm sewer/ditch systems. Information to include elevation view and details for inlets, manholes, etc.
 - e) Miscellaneous details
 - f) Determination of standards
 - g) Identification of bid items and quantities
 - h) Develop summaries
3. Review utility information to determine potential utility conflicts.

C. TRAFFIC CONTROL PLAN (TCP)

Upon approval of Preliminary TCP submittal, Develop TCP sheets by phase/stage/step. Details to include:

- a) The sequence of construction and method of handling traffic during each phase.
- b) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction

pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades and barriers.

- c) The proposed traffic control devices (stop signs, no temporary signals are anticipated, flag person, etc.) at grade intersections during each construction sequence.
- d) Where detours are approved by the County, typical and design cross sections shall be shown and/or provided.
- e) Road construction work hours shall be directed by the County and specified for all phases of the TCP.
- f) Temporary drainage structures
- g) Miscellaneous details
- h) Narrative
- i) Determination of standards
- j) Identification of bid items and quantities
- k) Develop summaries by phase with overall total

D. STORM WATER POLLUTION PREVENTION PLANS (SWPPP)

SW3P will be developed utilizing and consistent with the TCP plan. Plan sheets will be developed on 11" x 17" plan sheets, double stacked at 1"=50'. Project will consist of two phases. Harris County and Texas Department of Transportation standards will be used where applicable. Details to include:

- 1. Develop SW3P Plans for each phase of construction. SW3P controls may include but are not limited to:
 - a) Temporary sediment fence
 - b) Rock Berms
 - c) Construction entrance/exits
- 2. Determination of standards
- 3. Identification of bid items and quantities
- 4. Develop summaries by phase with overall total

E. SIGNING AND PAVEMENT MARKING DESIGN

Permanent small signing and markings will be designed in accordance with the County and the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways (latest revision). Inventory of all existing signage will be performed throughout the Project. This inventory shall be used as a basis for determining all required proposed signing. After a full review of the final proposed roadway plans, the location and type of all necessary proposed warning and regulatory signs shall be determined. All required specifications, general notes and estimates would be included.

1. Prepare drawings depicting all proposed pavement markings, and all proposed small signing for the Project. Plan layouts shall be prepared at 1"=100' scale, on 11"x17" drawings. Permanent signing and marking design shall consist of the following drawings for the entire Project:
 - a) Existing Small Sign Inventory (to identify all existing signs).
 - b) Signing and Marking Layouts (to identify all existing signs to remain, signs to be removed or relocated, all proposed small signs and all proposed marking).
 - c) Signing and Marking Details (for all special signs and marking as required for the Project).
 - d) Small Sign Summary (to identify all proposed small signs and mounting materials).
 - e) Pavement Marking Summary (to identify all proposed pavement markings and delineators).
 - f) Standard Detail Drawings (to provide guidance to the contractor during construction of all small and large signing).

F. GENERAL NOTES, SPECIFICATIONS, AND STANDARD DRAWINGS

1. Develop required general notes and assemble specifications and special provisions that may be required.
2. Prepare additional special provisions or specifications as may be required.
3. Prepare general notes, specification data and project estimate on a CD disk for submission to the County.
4. Select the Standard County drawings applicable to the project, modify as required, and fill in the title blocks.

G. QUANTITIES AND COST ESTIMATES

1. Prepare list of construction bid items
2. Compute estimated quantities for all bid items.
3. Develop basis of estimate
4. Compute estimated cost of construction work based on current unit prices and estimated quantities. Fort Bend County/PMC to provide current unit prices if needed.

H. PROVIDE TO THE COUNTY FOR REVIEW THE PS&E PACKAGE AT THE FOLLOWING STAGES OF COMPLETION:

- a. Stage 70% Cover Sheet, typical sections, overall layout sheet, survey control map, drainage area map with hydraulic calculations, plan & profile sheets, Traffic control plan sheets, SWPPP sheets, details, quantities, cost estimates, technical specifications and perform QA/QC. Review plan sets to be provided on 11"x17" paper.

- b. Stage 95% Cover Sheet, General Notes, Specifications, Typical Section Sheets, Layout Sheets, Drainage Area Maps, Plan & Profiles, Traffic Control Plans, Cross Sections, SWPPP, Signing & Pavement Markings, Details, Quantities, Cost Estimates, Prepare project manual and perform QA/QC. Review plan sets to be provided on 22"x34" paper.

- c. Final Stage Cover sheet, General Notes, Typical Sections, Layout sheet, Drainage Area Map, Plan & Profiles, Traffic Control plans, Cross Sections, SWPPP, Signing & Pavement Marking, Details, Quantities, Cost Estimates, Prepare complete project manual and perform QA/QC. Final plan sheets to be provided on 22"x34" mylars.

I. TOPOGRAPHIC SURVEY AND PROPOSED ROW ACQUISITION

Topographic survey shall be completed during preliminary design, right-of-way acquisition will be required for road expansions, and part of preliminary design includes determining where to expand. To cover all options, topographic survey shall be performed within existing right-of-way and then at least 20 feet beyond the right-of-way on each side, or as determined in a scoping meeting. Temporary benchmarks and baseline control shall be set, both with 1,000-foot maximum spacing between points. Abstracting shall be performed to gain a preliminary determination of property ownership and existing right-of-way widths. During topographic survey, found property corners shall be documented so that the approximate location of the right-of-way can be determined. Structures in clear view and within 100 feet of the existing right-of-way shall be surveyed.

Once right-of-way needs have been determined and approved by the County, a Category 1A survey will be performed to produce a parcel map and metes-and-bounds description for each parcel to be acquired in the project. These documents will be submitted separately from other design documents, and will be paid for as a lump sum, based upon the number of parcels determined by the consultant and his sub-consultants to accurately determine the parcels that are affected prior to contract agreement.

Reference attached Kelly R. Kaluza & Associates proposal dated September 18, 2015.

J. GEOTECHNICAL INVESTIGATION

Reference attached HTS, Inc. Consultants proposal dated August 27, 2015. The Surveyor shall survey the station, offset, and elevations of each soil boring and provide them to HTS for their use.

K. WETLAND ASSESSMENT AND PERMITTING

No work related to Environmental studies will be done as part of this contract. The PMC will work with Berg & Oliver on any pending studies required to complete the project.

L. QA/QC

The Engineer will provide quality assurance and quality control throughout the process and will include:

1. Routine checking of PS&E documents by the PM.
2. Close collaboration between the task leader and PM to make sure all County procedures for the project are met and to ensure that final documents are complete and accurate.
3. Regular internal review of projects deliverables by the QA/QC leader.
4. Maintain documentation of the QA/QC process.

III. BID AND CONSTRUCTION PHASE SERVICES

Upon completion of final design services, the County will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the County and provided to the design consultant in Adobe Acrobat (pdf) format. Huitt-Zollars shall prepare a single project manual file in Adobe Acrobat format, consisting of (1) administrative documents, (2) the bid form (prepared by the design consultant), (3) a sealed specification table of contents, and (4) applicable specifications and documents. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with electronic seal and signature.

- Prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the County's project management consultant. Hard copy documents are not required.
- Attend a pre-bid meeting at the County Purchasing Office.
- The Purchasing Agent will forward bidder questions to the design consultant. Answers to questions, as well as any other required changes, will be included in an addendum, prepared by HZ if necessary. The Purchasing Agent will distribute the addendum. After the bid, the County's project management consultant will prepare a bid tabulation and provide a copy to the design consultant for filing.
- Attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor. Prior to the meeting, the project management consultant will inform the design consultant of how many drawing and project manual sets are required, and the design consultant will provide these documents at the pre-construction meeting.
- Review contractor submittals and respond to Requests for Information.
- Field visits and progress meetings will not be conducted unless requested by the County.
- Participate in a substantial completion walkthrough.
- Prepare record drawings based on contractor as-built markups. The record drawings may be printed on paper and delivered to the County.

EXCLUSIONS FROM THE SCOPE OF SERVICES

1. Any other services not specifically included within the description of the Services as described above.
2. Traffic signal design and plan preparation.
3. Illumination design and plans preparation.

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

Engineering Firm No. F-1339

Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

September 18, 2015

Mr. Chaitanya Ganpa
Associate/Project Manager
Huitt-Zollars, Inc.
1500 Dairy Ashford Road, Suite 200
Houston, Texas 77077

**RE: Surveying Proposal for Old Needville-Fairchild Road Project from Farm Market 361 to
Needville Limit Line (Approximately 3.4 Miles), Fort Bend County, Texas**

Dear Mr. Ganpa:

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

Kelly R. Kaluza & Associates, Inc. proposes to provide the necessary surveying services to complete the following scope of work on the Project. The following scope of work consists of the professional surveying services to be provided to Huitt-Zollars, Inc., hereinafter called "CLIENT," by Kelly R. Kaluza & Associates, Inc., hereinafter called "SURVEYOR." The project for which these professional services are to be provided is topographic survey work and right-of-way acquisition survey maps for Old Needville-Fairchild Road from Farm Market 361 to Needville City Limits Line (approximately 3.4 miles), Fort Bend County Texas.

Scope of Work - Basic Services

I. Topographic Surveying Services

- Research subdivision plats, right-of-ways, easements and other available survey elements, which may affect the physical boundaries of the project. All the easements with volume and page numbers shall be identified and labeled on the survey submittal. Research Fort Bend County Official Records for current deeds and plats for properties affected by the project.
- Research County records and public utilities record for existing documents of utilities.
- Office calculations necessary to check location of the right-of-way line in relation to features found during the course of the topographic survey.
- Establish horizontal and vertical survey control points at spacing of approximately 2,000 feet along the pavement reconstruction alignment.
- Identify roadways, driveways, alleys and sidewalks with pavement type.
- Show centerlines and angles of intersection of the side street(s) with main roadway centerline, as necessary.
- Show all mail boxes, road signs and signal posts.

Mr. Chaitanya Ganpa
Associate/Project Manager
Huitt-Zollars, Inc.
September 18, 2015
Page Two (2)

- Locate and describe any trees, bushes, shrubs or other landscaping plants.
- Provide tree caliper, type of tree, and drip line location for all trees over 2 inches in diameter.
- Show all visible utilities found during the course of obtaining field work.
- Show on drawings, all underground features and utilities within the Project limits from as-built drawings.
- Show building structures within 100' of road right-of-way. Locate all trees, vegetation lines and special landscaping.
- Survey boring logs and obtain surface elevation.

Estimated Fees for Topographic Surveying Services = \$109,260.00

II. Parcel Acquisition: (70 Tracts of Land Assumed)

- Meet with CLIENT and County Staff to determine final location of right-of-way acquisition.
- Prepare individual metes and bounds descriptions of additional right-of-way acquisition.
- Prepare individual parcel maps of right-of-way on 8-1/2" x 11" legible print showing visual representation, as well as, any other pertinent information that needs to be shown.
- Set property acquisition monumentation for each individual parcel.
- Surveying Services for retracement and monumentation of the existing rights-of-way and easement.

Estimated Fees for Parcel Acquisition = \$ 54,955.00

III. Abstracting and Title Research: (70 Tracts of Land Assumed)

- Provide professional abstracting and title research for legal documents. Title search will show names of all property owners, lienholder's and reference legal documents associated with land.
- 70 abstract certificates @ \$475.00 per certificate.

Estimated Fees for Abstracting and Title Research = \$ 33,250.00

TOTAL SURVEYING FEES = \$ 197,465.00

The survey shall include the following deliverables:

- Copy of all survey notes;
- Plan view broken into 24" x 36" sheets;
- Vertical profiles, if requested, showing the existing center line of pavement, natural ground and flowline of road ditches;
- AutoCAD drawings files showing all collected data along with the required pen setting files; and
- Survey control map.

Mr. Chaitanya Ganpa
Associate/Project Manager
Huitt-Zollars, Inc.
September 18, 2015
Page Three (3)

Additional Services

If authorized by CLIENT, SURVEYOR will furnish the following Additional Services that are not considered part of the Basic Surveying Services Scope of Work. Additional Services beyond anticipated Additional Services shall be paid for on an hourly basis at the rate shown in the Schedule of Hourly Rates by Personnel Classification (Exhibit "A").

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME

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

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, studies or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes and/or condemnation proceedings.
4. Assistance to CLIENT as an expert witness in any litigation with third parties, arising from the development or construction of the project.

Schedule

Professional Services for the project can commence within ten (10) days of the receipt of a copy of this proposal signed by the CLIENT. It is anticipated that completion of the Project can be completed within one hundred twenty (120) days from the proposal signed date.

Summary of Compensation

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

I.	Topographic Surveying Services =	\$109,260.00
II.	Parcel Acquisition =	\$ 54,955.00
III.	Abstracting and Title Research =	<u>\$ 33,250.00</u>
	Total Surveying Fees =	<u>\$197,465.00</u>

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

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

Mr. Chaitanya Ganpa
Associate/Project Manager
Huitt-Zollars, Inc.
September 18, 2015
Page Three (3)

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

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

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

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

Cordially,

KELLY R. KALUZA & ASSOCIATES, INC.



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

LLT/lao

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective June, 2013

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

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

ENGINEERING, SURVEYING, AND DRAFTING

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

ADDITIONAL EXPENSES

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

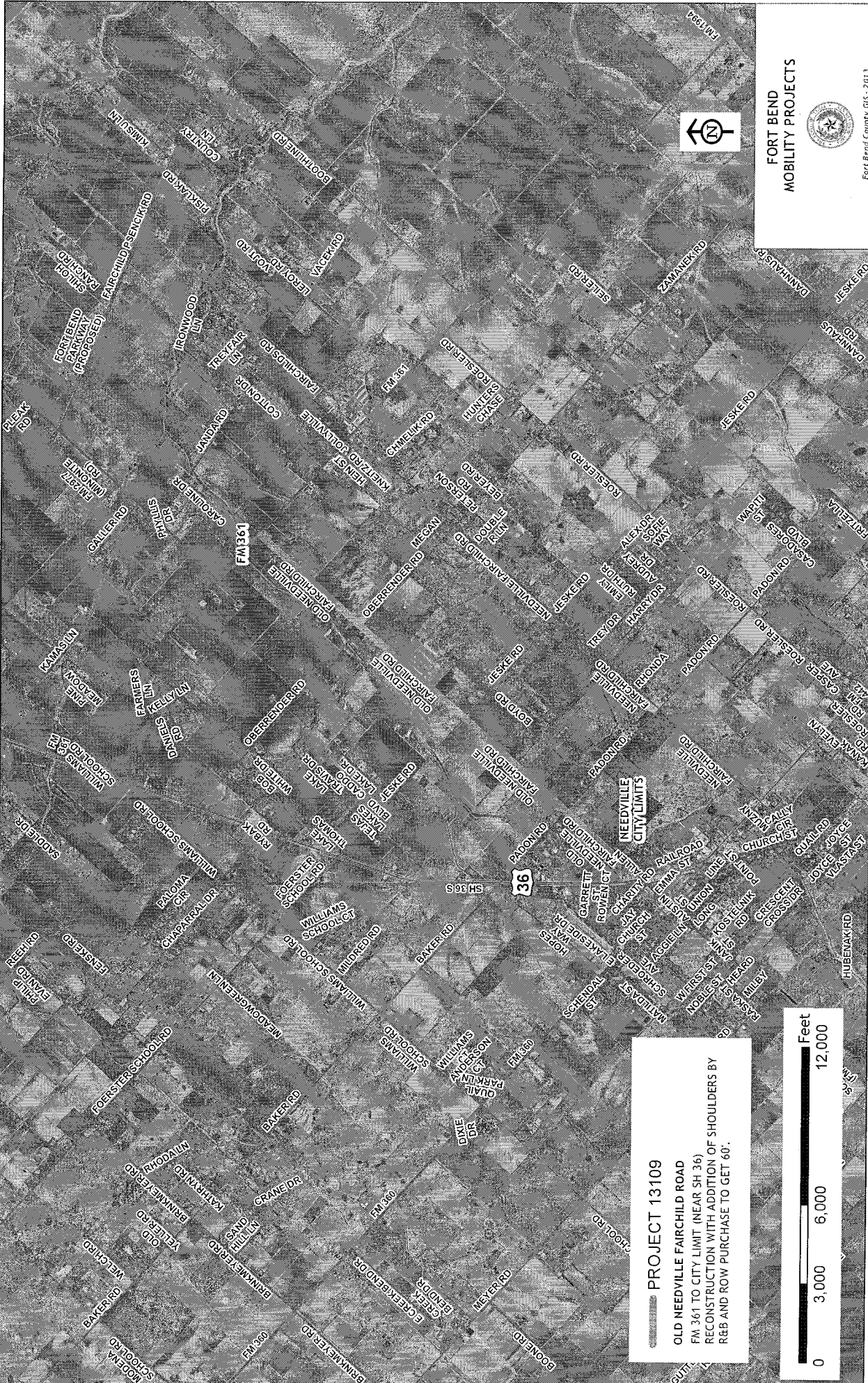
**Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.**

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

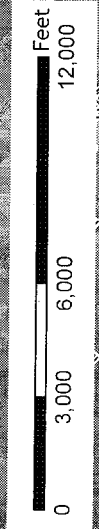
Rates Subject to Change

06/13


Description	Budget	Principal \$175	Sr. Project Manager \$150	Project Manager \$145	Survey Manager \$140	Project Engineer \$110	Project Surveyor \$90	Designer \$80	CAD Technician \$70	Survey Crew (3) \$140	Contract Coordinator \$65
A. Topographic Survey Services											
1 Project Meetings and administration	\$7,820	12			18		24				16
2 Establish GPS/project control points	\$6,660				4		18			32	
3 Control traverse/locate property corners	\$17,370	6			24		32			72	
4 Cross sections at 100' intervals	\$20,760				8		16			130	
5 Details at TxDot intersection street intersections	\$9,870	2			4				32	48	
6 Locate utility lines and public infrastructure	\$11,020	8			9		12		24	40	
7 Offsite topographic survey of outfall ditches	\$8,960								40	64	
8 Process fieldwork and establish control/base line	\$9,400	8			32		8				
9 Prepare control, tbm, plan view & right-of-way map	\$15,520	4			24				160		4
10 Coordination with Client & Ft. Bend County	\$1,880	4			4		4				4
Sub Total	\$109,260	44	0	0	127	0	114	0	256	386	24
B. Parcel Acquisition											
1 Project Meetings and administration	\$5,085	9			12		16				6
2 Review deeds and available information	\$11,600	8			60		20				
3 Calculate boundary of right-of-way acquisition	\$4,640				24		8		8		
4 prepare exhibit and overall right-of-way map	\$18,400	4			6		24		210		
5 Establish new right-of-way boundary line and field notes	\$7,260	4			32						32
6 Set property corner	\$7,970				16					40	2
Sub Total	\$54,955	25	0	0	150	0	68	0	218	40	40
C. Abstracting & Title Search Subconsultants											
1 70 Parcels @ \$475/parcels	\$33,250										
Sub Total	\$33,250										
Total Surveying Fees	\$197,465	69	0	0	277	0	182	0	474	426	64



PROJECT 13109
 OLD NEEDVILLE FAIRCHILD ROAD
 FM 361 TO CITY LIMIT (NEAR SH 36)
 RECONSTRUCTION WITH ADDITION OF SHOULDERS BY
 R&B AND ROW PURCHASE TO GET 60'.



**FORT BEND
 MOBILITY PROJECTS**



Fort Bend County GIS - 2013





Excellence in Engineering, Consulting, Testing and Inspection

August 27, 2015

**Huitt-Zollars, Inc.
1500 Dairy Ashford, Suite 200
Houston, Texas 77077**

Attn: Ms. Chaitanya Gampa

**Re: Proposal
Geotechnical Investigation
Proposed Old Needville Fairchild Road Improvements
Fort Bend County 2013 Mobility Bond Program
Fort Bend County, Texas**

HTS Proposal No.: HZI-4008

Dear Ms. Gampa:

1.0 INTRODUCTION

In response to your request, HTS, Inc. Consultants (HTS) is pleased to submit this proposal to Huitt-Zollars, Inc. (HZI) to provide a geotechnical investigation pertaining to the proposed improvements for Old Needville Fairchild Road from FM 361 to the City Limit (near SH-36) in Fort Bend County, Texas.

It is our understanding that the improvements will consist of adding shoulders to each side of the road for a distance of approximately 20,200 l.f.

The remaining portions of this letter present the proposed work scope, estimated costs, and an estimated schedule to provide the geotechnical engineering services.

2.0 SCOPE OF WORK

HTS proposes that the scope of work for the geotechnical investigation be as follows:

- Drill and sample a total of 40 geotechnical borings to depth of 5 feet beneath the existing surface along the existing roadway alignment at 500-foot intervals, alternating borings on each side of the roadway.

- Obtain both disturbed and relatively undisturbed soil samples from the borings with continuous samples being taken from the ground surface.
- Measure the depth to groundwater in the borings during and after the completion of drilling.
- Backfill the borings with grout after groundwater level measurements are obtained.
- Perform geotechnical laboratory tests on soil samples recovered during drilling in order to determine the engineering properties of the site subgrade soils. Laboratory testing will include Atterberg limits, percent soil finer than the No. 200 sieve, and unconfined compression tests. Soil classifications will be performed in strict accordance with ASTM D 2487.
- Characterize the site subsoil and groundwater conditions and provide the results on the boring logs.
- Perform pavement design analyses for the roadway and determine the required pavement section in accordance with Harris County and/or TxDOT design requirements for roadways.
- Develop/provide recommendations concerning the design and construction of the pavement section for the roadway, using reclamation techniques and new overlay.
- Submit 1 bound copy and a pdf file of the final geotechnical report.

3.0 COST AND SCHEDULE

HTS' estimated cost to complete the scope of work as defined in Section 2.0 above is itemized as follows:

Item	Estimated Quantity	Unit	Price	Estimated Cost
• <u>Field investigation</u>				
- Mobilization/demolization		Lump Sum		\$ 349.00
- Feet continuous coring (0 – 20')	200	l.f.	\$ 21.00	\$ 4,200.00
- Grout borings after drilling	200	l.f.	\$ 10.00	\$ 2,000.00
- Field supervision, engineering asst.	16	hours	\$ 60.00	\$ 960.00
- Miscellaneous supplies		Lump Sum		\$ 750.00
- Traffic control by police officer	16	hours	\$ 50.00	\$ 800.00
- Vehicle charge	16	hours	\$ 10.00	<u>\$ 160.00</u>
			<i>Subtotal:</i>	<i>\$ 9,219.00</i>



Item	Estimated Quantity	Unit Price	Estimated Cost
• <u>Laboratory analyses</u>			
- Atterberg limits (ASTM D 4318)	30 tests	\$ 62.00	\$ 1,860.00
- Unconfined compression test (ASTM D 2166)	20 tests	\$ 45.00	\$ 900.00
- Water content (ASTM D 2216)	60 tests	\$ 9.00	\$ 540.00
- Percent material passing no. 200 sieve (ASTM D 1140)	30 tests	\$ 48.00	<u>\$ 1,440.00</u>
		<i>Subtotal:</i>	<i>\$ 4,740.00</i>
• <u>Engineering analysis and report preparation</u>			
- Senior engineer, P.E.	20 hours	\$ 183.00	\$ 3,660.00
- Support personnel	6 hours	\$ 40.00	<u>\$ 240.00</u>
		<i>Subtotal:</i>	<i>\$ 3,900.00</i>
		TOTAL:	\$17,859.00


It is expected that it will take about 4 weeks to submit a final report subject to site access restrictions.

4.0 CLOSING REMARKS

We appreciate having the opportunity to present this proposal to HZI and look forward to being of service to you. Should you have any questions or require additional information, please do not hesitate to contact me at your convenience.

Respectfully submitted,

HTS, Inc. Consultants



Terry J. Jackson, P.E.
 President

TJJ:cg

AGREED TO THIS _____ DAY OF _____,

BY: _____ TITLE: _____

FIRM: _____

