

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 Vogler & Spencer Engineering, (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

#### WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for the Pin Oak Right Turn Lane Project No. 17322x under the Fort Bend County Mobility Program (hereinafter "Services"); and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Consultant 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**

Consultant shall render the professional engineering services as described in Consultant's Proposal of Services dated September 14, 2020, attached hereto as Exhibit A, and incorporated herein for all purposes.

##### **Section 2. Personnel**

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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 Consultant'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 eighty-five thousand four hundred forty-one dollars and 50/100 (\$85,441.50) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice 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 Consultant 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 eighty-five thousand four hundred forty-one dollars and 50/100 (\$85,441.50) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed eighty-five thousand four hundred forty-one dollars and 50/100 (\$85,441.50).

### **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 December 31, 2022. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant’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 Consultant.

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

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

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

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 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 Consultant 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, Consultant 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 HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

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

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County

immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

12.5 Consultant 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 Consultant**

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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

Consultant: Vogler & Spencer Engineering  
777 N. Eldridge Parkway, Suite 500  
Houston, Texas 77079

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**

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Standard of Care**

Consultant represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**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 Consultant 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 Consultant 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.

**Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 date signed by the last party hereto.

FORT BEND COUNTY

VOGLER & SPENCER ENGINEERING

*KP George*  
County Judge KP George

\_\_\_\_\_  
KP George, County Judge

*[Signature]*  
\_\_\_\_\_  
Authorized Agent – Signature

11-24-2020

\_\_\_\_\_  
Date

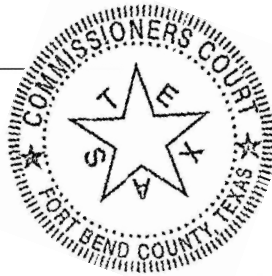
*Jeffrey W Vogler*  
\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:

*President*  
\_\_\_\_\_  
Title

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk



*10/28/2020*  
\_\_\_\_\_  
Date

APPROVED:

*[Signature]*  
\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

*[Signature]*  
\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$85,441.50 to accomplish and pay the obligation of Fort Bend County under this contract.

*[Signature]*  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A



777 North Eldridge Parkway, Suite 500  
Houston, TX 77079  
713.782.0042 | Fax 713.782.5337  
[info@vs-eng.com](mailto:info@vs-eng.com)  
[vs-eng.com](http://vs-eng.com)



September 14, 2020

Mr. Stacy Slawinski  
County Engineer  
Fort Bend County Engineering Department  
301 Jackson St., 4th Floor  
Richmond, TX 77469

Attention: Mark C. Dessens, PE

Re: Fort Bend County Mobility Bond Program  
Pin Oak Road at Katy-Flewellen Road  
VDW&V Job No. 27704-802-1-OTH(i)  
FBC: 17322x

Dear Mr. Slawinski,

Vogler and Spencer Engineering is pleased to have been selected to provide engineering services for the proposed Pin Oak Road at Katy-Flewellen Turn Lane Improvements. Our understanding of the project scope, cost proposal to perform the services, and project schedule are attached for your use.

We appreciate the opportunity to submit this proposal and are available at any time to discuss it further with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey W. Vogler', followed by a horizontal line.

Jeffrey W. Vogler, P. E.  
President

Encls.

**EXHIBIT A – PROJECT SCOPE**  
**Turn Lane along Pin Oak at Katy-Flewellen Road**  
**Fort Bend County (County) 2020 Mobility Bond Program**  
**FBC Project Number: 17322x**

**General Location**

The intersection of Pin Oak Road and Katy-Flewellen Road is located in northern Fort Bend County, Precinct 3, and located near Pin Oak Village Section 1 and 3.

**Existing Conditions**

Pin Oak Road is an existing concrete pavement boulevard with 4 travel lanes, a raised median, and existing concrete sidewalks within the existing 100-ft right-of-way (ROW)

Katy-Flewellen Road is an existing concrete pavement boulevard with 4 travel lanes, a raised median, and existing concrete sidewalks within the existing 100-ft right-of-way (ROW)

Pin Oak Road and Katy-Flewellen Road has an existing drainage system consisting of curb and gutter with a storm sewer system. The project area is outside of the current 100-yr and 500-yr FEMA floodplain zones.

The intersection of Pin Oak Road and Katy-Flewellen Road has existing irrigation, existing raised median, and multi-way mast arm traffic signals with pedestrian signal features are within the project segment. Pin Oak Road has an existing left-turn lane for west and eastbound travel. Katy-Flewellen Road and Misty Bend Drive have an existing left-turn lane for south and northbound travel. There are existing pavement striping and curb ramps for pedestrian access.

**Proposed Conditions**

The proposed improvements include constructing a right turn lane on the northwest corner of the intersection of Pin Oak Road and Katy-Flewellen Road within the proposed ROW. Includes right-turn lane, signal pole relocation, ramp/crosswalk adjustment and inlet relocation, and right-of-way map preparation (one parcel from Pin Oak Homeowners Association).

**Basic Services**

Vogler and Spencer Engineering, (VSE) has been engaged to provide professional engineering services to manage the project through design, bid, and construction phases. The scope also includes survey, traffic signal, subsurface utility engineering (SUE), and utility coordination support services.

The design phase will include the development of bid-ready plans, project manual,

and specifications, including quantity take-off and estimated construction cost, identification of utility conflicts in plan view, tabulated utility conflict list with the recommended resolution, and bidding sheet. The design phase deliverables will consist of bid-ready construction plans and contract documents per the Fort Bend County (COUNTY) Mobility Bond Design Manual.

The bid phase will include attending the pre-bid meeting, preparation of necessary addenda to address issues or clarifications and VSE will revise the construction plans as needed to reflect the addenda issued during the bid period and submit final construction plans to COUNTY.

The construction phase will include attending the pre-construction meeting, reviewing submittals, RFI's, substantial completion walkthrough, and preparing record drawings.

The anticipated project schedule to complete the study and design phase is included as Exhibit B. The design phase, bid phase and construction phase will be performed per the current County Mobility Bond Design Manual. VSE proposes the basic services shown below:

## **1. Design Phase**

The Design Phase will start after approval by Commissioners Court, and the Design Kickoff meeting is held. Based on findings from the study phase of the project, VSE will develop design documents per the current Mobility Bond Design Manual for the right turn lane improvements. The design scope will include the following tasks:

- a. Perform pre-planning/scoping efforts included, but not limited to, review existing conditions and public information, negotiate the sub-consultants level of effort, prepare COUNTY scoping exhibits and forms for agreement, and attend/conduct field scoping visit.
- b. Develop exhibits and estimated costs for ROW acquisition, construction, and professional services related to the intersection project area. Evaluate benefit and risk to current land use utilizing the most current appraisal information available from the Fort Bend County Appraisal District (FBCAD) as a basis for cost. Perform inter quality review.
- c. ROW Meeting: The purpose of this meeting is to discuss and agree upon the necessary ROW that is needed to be purchased for the project. Below are the deliverables that VSE shall prepare and provide during the ROW Meeting:
  - i. Half Size Plot containing the following information:
    - Plan View (1" = 40')
    - Proposed Planimetrics (Top of Curb, Sidewalk, etc.)
    - Aerial Photography
    - Existing ROW, including easements
    - Potential Proposed ROW

- Potential abandonments
  - Outfall Structures and other utilities impacted by ROW
  - Temporary Construction Easements (mandatory and non-mandatory)
  - Parcel Data
    - Provide distance of any structure or significant permanent feature (i.e. cell tower, etc.) within 25' of the proposed ROW line to assess the damage
    - Provide proposed taking area amount and the area amount to remain
    - Notate the number of parking spots eliminated from a business if applicable
  - ii. Topographical Survey Data
  - iii. Existing Metes & Bounds
- d. All phase project management, coordination with subconsultants, and COUNTY, prepare and update project schedules, and periodic meetings as requested. Attend and prepare meeting minutes for periodic meetings. This scope items include a maximum total of two (2) meetings during the design phase (max 6-month duration).
- e. Utility Coordination
- i. Identification/verification of utilities and pipelines (Level B SUE)
  - ii. Utility contact and conflict table
- f. Develop bid ready plan view only, project manual.
- g. Develop bid ready specifications
- h. Develop final quantity take-off and estimated construction cost for bid phase
- i. Three (3) submittals per the current Mobility Bond Design Manual:
- i. First Submittal(75%):
  - ii. Second Submittal (95%)
  - iii. Final Submittal (100%):
- j. Project Management
- i. Monthly progress reports
  - ii. Meetings

## **2. Bid Phase**

The Bid Phase will start after approval by Commissioners Court, VSE will provide bid phase services per the current Mobility Bond Design Manual for the right turn lane improvements. The bid phase services will include the following tasks

- a. Attend COUNTY pre-bid meeting, including answering questions and interpreting the drawings and specifications
- b. Prepare necessary addenda to address issues or clarifications necessary for the completion of the bidding process
- c. 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. The design consultant will 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. The design consultant will prepare a single file in Adobe Acrobat format for the entire drawing set. Except for the cover sheet, which contains approval signature(s), all drawings may be printed directly to Adobe Acrobat format with an electronic seal and signature.
- d. The design consultant will prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing Agent for advertising, and two discs will be provided to the County's project management consultant. Hard copy documents are not required.
- e. After the bid, the County's project management consultant will prepare a bid tabulation and provide a copy to the design consultant for filing.

## **3. Construction Phase**

The Construction Phase will start after approval by Commissioners Court, VSE will provide Construction phase services per the current Mobility Bond Design Manual for the right turn lane improvements. The Construction phase services will include the following tasks

- a. VSE will attend a pre-construction meeting with the County, project management consultant, general contractor, and construction materials testing contractor.



- b. VSE will be responsible for reviewing contractor submittals and responding to Requests for Information.
- c. Field visits and progress meetings will not be required unless requested by the County.
- d. VSE will participate in a substantial completion walkthrough.
- e. After project completion, VSE will prepare record drawings based on contractor as-built markups.

#### **4. Survey**

Survey services include approximately 950 feet of proposed roadway improvements, at the intersection of Pin Oak Road at Katy-Flewellen Road. See attached exhibits for scope and fee.

#### **5. Traffic Signal**

Traffic Signal services are proposed at the intersection of Pin Oak Road at Katy-Flewellen Road. See attached exhibits for scope and fee. Traffic services include the following:

- a. Signal pole relocation or new pole installation, pedestrian signal poles, conduit and cabling for signal poles at NW and SW corners only.
- b. ADA wheelchair ramps/sidewalks/median modifications. Ramps to be modified at NW and SW corners only. Median modification at Katy Flewellen only.
- c. Crosswalk, stop bar, and right turn lane striping layout.
- d. Coordinate with Home Owner Associations for any irrigation, landscaping, appurtenances, and utility easements.

#### **6. Optional Additional Services**

The optional additional services are items that may be authorized but are not required to be authorized. This shall be up to the discretion of the County to identify these services.

- a. Proposed ROW Maps
- b. Reset Control Staking
- c. Traffic Signal Construction Phase Services, review traffic signal related submittals and respond to any RFI's
- d. Additional Bid Phase Services: Additional pre-bid or post-bid services in support of construction award as requested by County.
- e. Changes to Drawings: Modify completed drawings due to change in scope of

the project as requested by County.

**Items Not Included Within This Scope of Services**

Below is a list of services that are not included in this scope of services but will be evaluated during the design phase

- a. Preliminary Engineering Report
- b. Geotechnical Services
- c. Environmental Services
- d. Hydraulic & Hydrologic Services
- e. Utility company signature approvals
- f. CPE Street Light Relocation Construction Fee
- g. Agency approvals are not required

**Compensation**

All bid and construction phase services will be paid on a time-and-materials basis. The not-to-exceed fee for these services will be determined by the County and/or its project management consultant and the design consultant. Reimbursable expenses, such as scanning and reproduction, will be billed at actual cost (no markup).

A breakdown of the proposed fee is attached in Exhibit C – Compensation of Professional Services

Engineering services will be billed monthly based on the percentage of work completed. The optional services will be billed for when authorized to perform these services for this project.

ID	Task Name	Duration	Start	Finish	ep '20	Oct '20	Nov '20	Dec '20	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21																															
0	<b>PIN OAK ROAD TURN LANE IMPROVEMENTS</b>	<b>185 days</b>	<b>Mon 10/5/20</b>	<b>Mon 6/28/21</b>	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18
1	<b>1 DESIGN PHASE</b>	<b>114 days</b>	<b>Mon 10/5/20</b>	<b>Fri 3/19/21</b>	<b>DESIGN PHASE</b>																																									
2	1.1 Design Kick-Off Meeting	1 day	Mon 10/5/20	Mon 10/5/20																																										
3	1.2 Survey	31 days	Tue 10/6/20	Thu 11/5/20																																										
4	1.3 Traffic Signal	62 days	Tue 10/6/20	Wed 12/9/20																																										
5	1.4 Utility Coordination Table	76 days	Tue 10/6/20	Wed 12/23/20																																										
6	1.5 Proposed ROW Meeting	7 days	Fri 11/6/20	Fri 11/13/20																																										
7	1.6 First Submittal	14 days	Thu 12/10/20	Wed 12/23/20																																										
8	1.7 County First Submittal Review	14 days	Mon 12/28/20	Fri 1/15/21																																										
9	1.8 Address First Submittal Comments	14 days	Sat 1/16/21	Fri 1/29/21																																										
10	1.9 Second Submittal	1 day	Mon 2/1/21	Mon 2/1/21																																										
11	1.10 County Second Submittal Review	7 days	Tue 2/2/21	Wed 2/10/21																																										
12	1.11 Address Second Submittal Comments	7 days	Thu 2/11/21	Wed 2/17/21																																										
13	1.12 Final 100% Submittal	1 day	Thu 2/18/21	Thu 2/18/21																																										

Project: PIN OAK ROAD TURN L Date: Mon 9/14/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



**"EXHIBIT C" - Compensation for Professional Services**  
**Fort Bend County 2020 Mobility Bond Program**  
**Turn Lane along Pin Oak at Katy-Flewellen Rd**  
**Precinct Three (3)**  
**FBC Project Number: 17322X**  
**Consultant: Vogler and Spencer Engineering**  
**Construction Cost Estimate: \$145,000**

1	<b>Design Phase</b>		<b>\$22,144.00</b>
2	<b>Bid Phase</b>		<b>\$4,000.00</b>
3	<b>Construction Phase</b>		<b>\$4,000.00</b>
4	<b>Survey</b>		
	Survey Services	\$16,827.50	
			<b>\$16,827.50</b>
5	<b>Traffic</b>		
	Traffic Design Services	\$24,129.00	
			<b>\$24,129.00</b>
<b>Subtotal Basic Services (1-5):</b>			<b>\$71,100.50</b>
6	<b>*Optional Additional Services:</b>		
	a Proposed ROW Map (proposed roadway) for One Tract	\$2,675.00	
	b Restaking for Control Only	\$3,650.00	
	c Traffic Construction Phase Services	\$2,016.00	
	d Additional Bid/Construction Phase Services	\$2,000.00	
	e Changes in Drawings (Scope Changes)	\$4,000.00	
			<b>\$14,341.00</b>
<b>TOTAL SERVICES (BASIC &amp; OPTIONAL ADDITIONAL)</b>			<b>\$85,441.50</b>

## **EXHIBIT D: ENGINEER TEAM ACKNOWLEDGMENTS**

The following is the group of providers selected to perform the obligations described in the Agreement.

1. Prime: Vogler and Spencer Engineering
2. Surveying: JNS Engineers, LLC
3. Traffic: EPIC Transportation Group, LP

The Engineer understands that it is solely responsible and liable to County for the completion of all obligations under the Agreement.

**Fort Bend County 2020 Mobility Bond Program  
Turn Lane along Pin Oak at Katy-Flewellen Rd  
VSE Job No.: 27704-802-1-OTH  
FBC Project Number: 17322X**

**Manhour Estimate**

	Principal		Engineer VII		Engineer V		Engineer III		GIS Coordinator		Designer III		Drafter/Tech II		Clerical		Task Total	
	\$275.00		\$240.00		\$155.00		\$105.00		\$123.50		\$115.00		\$77.50		\$69.50			
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>Design Phase Tasks</b>																		
1 Private Utility Coordination, Conflict Resolution, UCT		\$ -	1	\$ 240	4	\$ 620	2	\$ 210		\$ -		\$ -		\$ -		\$ -	7	\$ 1,070
2 Project Management		\$ -	6	\$ 1,440		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 139	8	\$ 1,579
3 Final Roadway Drainage Design		\$ -	1	\$ 240	8	\$ 1,240	4	\$ 420		\$ -	4	\$ 460		\$ -		\$ -	17	\$ 2,360
4 Final Roadway Design		\$ -	2	\$ 480	8	\$ 1,240	4	\$ 420		\$ -	4	\$ 460		\$ -		\$ -	18	\$ 2,600
5 Traffic Control Plans		\$ -	1	\$ 240	1	\$ 155	2	\$ 210		\$ -		\$ -	2	\$ 155		\$ -	6	\$ 760
6 Plan Only (Roadway)		\$ -	2	\$ 480	4	\$ 620	4	\$ 420	4	\$ 494	4	\$ 460	10	\$ 775		\$ -	28	\$ 3,249
7 Typical Sections		\$ -	1	\$ 240	1	\$ 155		\$ -		\$ -		\$ -	2	\$ 155		\$ -	4	\$ 550
8 Overall Layout Sheets		\$ -	1	\$ 240	1	\$ 155	1	\$ 105		\$ -		\$ -	2	\$ 155		\$ -	5	\$ 655
8 Stormwater Pollution Prevention Plans		\$ -	1	\$ 240	1	\$ 155	1	\$ 105		\$ -		\$ -	1	\$ 78		\$ -	4	\$ 578
9 PROP ROW Meeting		\$ -	2	\$ 480	2	\$ 310		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 790
9 Cover Sheet and General Notes		\$ -	1	\$ 240	1	\$ 155		\$ -		\$ -		\$ -	2	\$ 155		\$ -	4	\$ 550
10 Detail Sheets		\$ -	1	\$ 240	2	\$ 310	2	\$ 210		\$ -		\$ -	2	\$ 155		\$ -	7	\$ 915
11 Project Manual and Specifications (Bid Forms)		\$ -	1	\$ 240	2	\$ 310	2	\$ 210		\$ -		\$ -		\$ -	1	\$ 70	6	\$ 830
12 Quantities and Estimates		\$ -	1	\$ 240	4	\$ 620	4	\$ 420		\$ -		\$ -		\$ -		\$ -	9	\$ 1,280
13 First Submittal (70% interim seal)		\$ -	1	\$ 240	1	\$ 155		\$ -		\$ -		\$ -		\$ -	1	\$ 70	3	\$ 465
14 Address Comments, Revisions, First Submittal		\$ -	2	\$ 480	4	\$ 620	4	\$ 420		\$ -		\$ -	4	\$ 310		\$ -	14	\$ 1,830
15 Second Submittal (95% interim seal)		\$ -	1	\$ 240	1	\$ 155		\$ -		\$ -		\$ -		\$ -	1	\$ 70	3	\$ 465
16 Address Comments, Revisions, Second Submittal		\$ -	2	\$ 480	2	\$ 310	2	\$ 210		\$ -		\$ -	2	\$ 155		\$ -	8	\$ 1,155
17 Final Submittal (100% Signed and Sealed)		\$ -	1	\$ 240	1	\$ 155		\$ -		\$ -		\$ -		\$ -	1	\$ 70	3	\$ 465
<b>Design Phase Subtotals:</b>	<b>0</b>	<b>\$ -</b>	<b>29</b>	<b>\$ 6,960</b>	<b>48</b>	<b>\$ 7,440</b>	<b>32</b>	<b>\$ 3,360</b>	<b>4</b>	<b>\$ 494</b>	<b>12</b>	<b>\$ 1,380</b>	<b>27</b>	<b>\$ 2,093</b>	<b>6</b>	<b>\$ 417</b>	<b>158</b>	<b>\$ 22,144</b>
<b>Percentage:</b>	0.0%	0.0%	18.4%	31.4%	30.4%	33.6%	20.3%	15.2%	2.5%	2.2%	7.6%	6.2%	17.1%	9.4%	3.8%	1.9%		

	Principal		Engineer VII		Engineer V		Engineer III		GIS Coordinator		Designer III		Drafter/Tech II		Clerical		Task Total	
	\$275.00		\$240.00		\$155.00		\$105.00		\$123.50		\$115.00		\$77.50		\$69.50			
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>Bid Phase Tasks</b>																		
1 Pre-bid meeting		\$ -	4	\$ 960		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 960
2 Response to bid questions, addendums		\$ -	4	\$ 960	8	\$ 1,240	8	\$ 840		\$ -		\$ -		\$ -		\$ -	20	\$ 3,040
<b>Bid Phase Subtotals:</b>	<b>0</b>	<b>\$ -</b>	<b>8</b>	<b>\$ 1,920</b>	<b>8</b>	<b>\$ 1,240</b>	<b>8</b>	<b>\$ 840</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>24</b>	<b>\$ 4,000</b>
<b>Percentage:</b>	0.0%	0.0%	33.3%	48.0%	33.3%	31.0%	33.3%	21.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		

	Principal		Engineer VII		Engineer V		Engineer III		GIS Coordinator		Designer III		Drafter/Tech II		Clerical		Task Total	
	\$275.00		\$240.00		\$155.00		\$105.00		\$123.50		\$115.00		\$77.50		\$69.50			
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
<b>Construction Phase Tasks</b>																		
1 Substantial Completion Walkthrough		\$ -	4	\$ 960		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 960

**Fort Bend County 2020 Mobility Bond Program  
 Turn Lane along Pin Oak at Katy-Flewellen Rd  
 VSE Job No.: 27704-802-1-OTH  
 FBC Project Number: 17322X**

**Manhour Estimate**

	Principal		Engineer VII		Engineer V		Engineer III		GIS Coordinator		Designer III		Drafter/Tech II		Clerical		Task Total	
	Billable Rate:	\$275.00		\$240.00		\$155.00		\$105.00		\$123.50		\$115.00		\$77.50		\$69.50		
2 Submittals, RFI's and Record Drawings	\$ -	4	\$ 960	8	\$ 1,240	8	\$ 840		\$ -		\$ -		\$ -		\$ -		20	\$ 3,040
<b>Bid Phase Subtotals:</b>	<b>0</b>	<b>\$ -</b>	<b>8</b>	<b>\$ 1,920</b>	<b>8</b>	<b>\$ 1,240</b>	<b>8</b>	<b>\$ 840</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>24</b>	<b>\$ 4,000</b>
<b>Percentage:</b>	0.0%	0.0%	33.3%	48.0%	33.3%	31.0%	33.3%	21.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>37</b>	<b>8880</b>	<b>56</b>	<b>8680</b>	<b>40</b>	<b>4200</b>	<b>4</b>	<b>494</b>	<b>12</b>	<b>1380</b>	<b>27</b>	<b>2093</b>	<b>6</b>	<b>417</b>	<b>182</b>	<b>\$ 30,144</b>



September 11, 2020

Fort Bend County Engineer  
c/o Van De Wiele & Vogler, Inc  
2925 Briar park. Siute 275  
Houston, Texas 77042

Attention: Ruben Martinez, P. E.  
Project Manager

Reference: Pin Oak Rd at Katy Flewellen Rd S. Bound on Pin Oak Rd Add Right Turn Lane  
Fort Bend County Pct. 3  
JNS Job No. 262-09  
Proposal No. 20-07-03

Dear Mr Martinez:

JNS Engineers, LLC is pleased to present this proposal for the referenced project. The limits of the project as listed below:

Old Katy Flewellen Road - Limits are 100 feet from the intersection  
Pin Oak Road - Limits are 450' north of the intersection to 100 feet south on intersection  
(total 650 feet)  
Katy Flewellen Road - Limits are 100 feet west of the intersection  
Misty Bend Street- Limits are 100 feet east of the intersection  
Total 950 feet

The scope of services are as follows:

1. Topographic survey including paving, storm drainage, roadside ditches, utilities (public and private), sidewalks, striping, structures, and landscaped areas. All Topographic information will be based on TSARP Monuments, 1988 NAVD, 2001 Adjusted datum. Topographic area will include the existing 100 feet wide right of ways plus 10 feet outside right of way. The paving, back of curb, edge of paving, paving joints, and striping with buttons will be located
2. Right of Way locations including any research necessary to adequately document the right of way of Old Katy Flewellen Road, Pin Oak Road, Misty Bend Drive and Katy Flewellen Road.

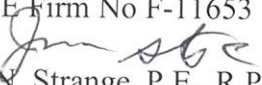
3. Re-staking for control only. See attached scope markup. A survey control map will be prepared to be included in the construction plans for the project.

All surveying services shall be in accordance with the "Manual of Practice for Land Surveying in the State of Texas", prepared by the Texas Society of Professional Surveyors, latest edition, City of Houston Design Manual, chapter 2, Survey Requirements, and Guidelines for Engineers having engineering contract with Harris County, Texas, for the design of Roads, Bridges, and the preparation of plans and specifications, approved by Commissioners Court August 23, 1988, and February 5, 1999. Topographic data will be Category 6, Condition II, and the existing and proposed right of way shall be Category 1A, Condition II. A level B S.U.E. will be completed and a utility conflict table will be prepared for this project.

We will provide this Scope of services in Auto CADD Civil 3D 2018 and convert into Micro Station V8i for the engineering consultant. We can produce a 3D surface of the survey if required. This surface is not included in this proposal. We assume that the right of way is sufficient for the proposed signal improvements however, one (1) right of way description for parcel taking is included if required.

We propose to perform the Scope of Services for the "Not to Exceed" fee of \$23,152.50 for the Pin Oak Road. at Katy Flewellen Road and Misty Bend Drive. Level of Effort are attached for the project for review and use in reviewing this proposal. We are attaching an aerial Google earth map as part of this proposal submittal.

We propose to perform the scope of work mentioned above for the not to exceed amount of \$23,152.50 based on hourly rates. We request authorization of \$16,827.50 to proceed with the work need by October 1, 2020. A level of effort is attached reflecting the man-hour projections. The schedule for completion of this work can be done within 30 calendar days (approximately November 1, 2020) from date of Notice to Proceed if NTP is given by October 1, 2020. We understand that a field verification walk through will be scheduled for or 7 days after submittal to help facilitate the deadline. Please notify JNS of the approval of this proposal and the approximate date of the NTP, so we can begin scheduling this work for completion within the time mentioned above.

Sincerely,  
JNS Engineers, LLC  
TBPE Firm No F-11653  
  
Jon N. Strange, P.E., R.P.L.S.  
President

Attachments:

- Level of effort/man-hour projections
- Map of Limits of Survey
- Spread Sheet Reflecting Limits of survey footage for streets

SUMMARY OF TOPO LIMITS  
 PIN OAK ROAD @ KATY FLEWELLEN ROAD  
 07-28-20

STREET NAME	ROAD TOPO LENGTH	NUMBER OF DRIVEWAYS	SURVEY LIMITS	COMMENTS
KATY FLEWELLEN ROAD	100	0	100 feet west of Pin Oak Road	ROW Plus 10 feet
PIN OAK ROAD	650	2	450 feet north of Katy Flewellen, intersection and 100 feet south of Katy Flewellen	ROW Plus 10 feet
MISTY BEND	100	0	100 feet east of Pin Oak Rd	ROW Plus 10 feet
OLD KATY FLEWELLEN	100	1	100 feet west of Pin Oak Rd	ROW Plus 10 feet
TOTAL	950	3		

**PIN OAK ROAD @ KATY FLEWELLEN ROAD**  
**LEVEL OF EFFORT**  
**MAN-HOUR PROJECTIONS**  
**September 11, 2020**

SHEET	PRINCIPAL IN CHARGE	PROJECT MANAGER	RPLS	SURVEY TECH	CADD TECH	3-MAN CREW	CLERICAL	SUB- CONSULTANT	SUBTOTAL	TOTAL
<b>Fry Road @ Katy Flewellen Road</b>										
Abstracting								\$ 907.50	\$ 907.50	\$ 907.50
Control points a 500 feet intervals (use TSARP reference monuments)			1	3	3	4			\$ 1,285.00	
Existing ROW and Boundary			2	4	4	8			\$ 2,210.00	
Topographic Survey									\$ -	
Cross sections at 100' intervals - 950LF of Roadway. Topographic area includes topographic features from the Right of Way line plus 10 feet outside Right of Way lines			2	5	36	42			\$ 9,970.00	
Restaking for Control Only			2	7	7	14			\$ 3,650.00	
Right of Way Partial Discription for One (1) Cut Back Corner (TBD)			3	7	8	6	2		\$ 2,675.00	
Level B SUE		0	1	2	2	2			\$ 805.00	
Soil Borings (Not included in this level of effort.)		0	0	0	0	0			\$ -	
Survey Control Map 1"= 40' scale sealed and signed, TSPS Category 1A, Condition II and Category 6,Condition II			2	4	12	0			\$ 1,650.00	\$ 22,245.00
<b>TOTAL HOURS</b>	<b>0.0</b>	<b>0.0</b>	<b>13.0</b>	<b>32.0</b>	<b>72.0</b>	<b>76.0</b>	<b>2.0</b>		<b>\$ 23,152.50</b>	
<b>HOURLY RATE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 145.00</b>	<b>\$ 100.00</b>	<b>\$ 80.00</b>	<b>\$ 150.00</b>	<b>\$ -</b>			
<b>SUB TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,885.00</b>	<b>\$ 3,200.00</b>	<b>\$ 5,760.00</b>	<b>\$ 11,400.00</b>	<b>\$ -</b>	<b>\$ 907.50</b>	<b>\$ 23,152.50</b>	<b>\$ 23,152.50</b>
<b>GRAND TOTAL</b>										<b>\$ 23,152.50</b>



T:\2\_Projects\300703.00 Fort Bend County 2017 Bond Program\SP\Management\2020 Bond Program\Plans\DWG\Production\3-12 Pin Oak.dwg




**PROJECT:**  
**Pin Oak Road  
 Right-Turn Lane**  
 PROJECT No. 3-12  
 LOCATION: Katy Flewellen Rd  
 HOUSTON ETJ  
 210 LF

**DESCRIPTION:**  
 Design and construction  
 of southbound dedicated  
 right-turn lane.

**LEGEND:**

- PROP EOP
- - - - - EXIST ROW
- - - - - PROP ROW

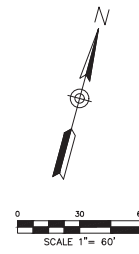
FORT BEND COUNTY  
 2020 MOBILITY BOND PROGRAM



The seal of Fort Bend County, Texas, featuring a five-pointed star in the center, surrounded by a circular border with the text 'THE STATE OF TEXAS' at the top and 'FORT BEND COUNTY' at the bottom.



T:\\_Projects\300705.00 Fort Bend County 2017 Bond Program\SP1 Management\2020 Bond Program\Plans\DWG\Production\3-12 Pin Oak.dwg



**PROJECT:**  
**Pin Oak Road  
 Right-Turn Lane**  
 PROJECT No. 3-12  
 LOCATION: Katy Flewellen Rd  
 HOUSTON ETJ  
 210 LF

**DESCRIPTION:**  
 Design and construction  
 of southbound dedicated  
 right-turn lane.

**LEGEND:**

- PROP EOP
- - - - - EXIST ROW
- - - - - PROP ROW

FORT BEND COUNTY  
 2020 MOBILITY BOND PROGRAM



August 19, 2020

**Revised September 14, 2020**

Ruben Martinez, P.E.

Project Manager - Transportation and Municipal Projects



777 North Eldridge Parkway, Suite 500

Houston TX 77079

713-782-0042; RMartinez@vandewiele-eng.com

**Re: Proposed Signal, Wheel Chair Ramps & Crosswalk Improvements  
Pin Oak Road at Katy Flewellen Road  
Precinct 3, Fort Bend County, TX**

Dear Ruben:

EPIC Transportation Group (EPIC) appreciates the opportunity to submit this proposal to Vogler & Spencer Engineering (VSE) to perform engineering services related to the design of Traffic Signal Pole Relocation; ADA-compliant Wheel Chair Ramps; Pedestrian Signal Poles; and Crosswalk Improvements at the above location in Fort Bend County, Precinct 3, TX. The engineering services to be provided by EPIC are for the Design and Construction Phases.

### **SCOPE OF SERVICES**

This effort is part of the right-turn lane improvements PS&E package that VVI is designing. See Attachment A for right-turn lane impacts.

Pin Oak Road at Katy Flewellen Road: General scope includes right-turn lane improvements by VVI. Due to which the following shall be designed by EPIC:

- Signal pole relocation or new pole installation, pedestrian signal poles, conduit and cabling for signal poles at NW and SW corners only.
- ADA wheel chair ramps/sidewalks/median modifications. Ramps to be modified at NW and SW corners only. Median modification at Katy Flewellen only.
- Crosswalk, stop bar and right turn lane striping layout.
- Coordinate with Home Owner Associations for any irrigation, landscaping, appurtenances and utility easements.

## **PS&E**

Signal plan layouts shall be prepared per Fort Bend County and ADA Design Guidelines and shall be designed as a subset of the bid ready package to be assembled by VVI. The layouts shall be prepared in English units at 1"=40' scale on 11" x 17" layouts. Interim reviews shall be at the 75% and 100% submittals, for which one PDF copy shall be submitted. The final submittal shall be the sealed and signed bond set, construction cost estimate and bid form. All design drawings shall be prepared using Microstation graphics software and shall be consistent with the level structure required by Fort Bend County. Basis of estimate shall be provided in Fort Bend County format. Computer files containing all design drawings required for the Project shall be provided.

Following are the anticipated sheets:

- Construction Notes
- Traffic Signal Summary
- Existing Signal Modification Layouts
- Removal Layout
- Wheel Chair/sidewalk/Median Improvement Layout
- Crosswalks and Stop Bar Layout
- Standard Detail Drawings - As required

The following services are not part of the scope:

- Survey
- New ROW parcels, metes & bounds
- Roadway striping and signing beyond the intersection except right turn lane
- Right turn lane and drainage modifications design
- Soil and foundation investigations, tests, coring and analysis of test results for design and construction
- Site-specific traffic control plans
- Storm water pollution prevention plans (SWPPP), except sand-bagging the storm inlets where applicable within construction limits
- Expert testimony
- Project Manual



## **COMPENSATION FOR BASIC SERVICES**

Please see Attachment B for further details on man-hours and cost breakdown for this Lump Sum effort. The amount shown includes all necessary direct expenses estimated to complete the effort as described above. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated above shall be considered additional work and shall be subject to negotiation. Invoices shall be lump sum and submitted monthly showing percent of work complete.

NOTE: EPIC's construction phase services include assisting in reviewing contractor submittals and shop drawings only. Fort Bend County does not require EPIC to attend pre-construction and construction staking meetings, or perform final inspection.

## **SCHEDULE**

Design work as defined above can be completed within 60 calendar days after receiving Notice to Proceed from VSE. If for some reason the schedule needs to be revised, it shall be done at the discretion of VSE/Fort Bend County. This schedule includes a reasonable time necessary for agency review, utility coordination and for receiving the topographic survey from VSE.

We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please contact me.

Sincerely,  
EPIC Transportation Group, LP

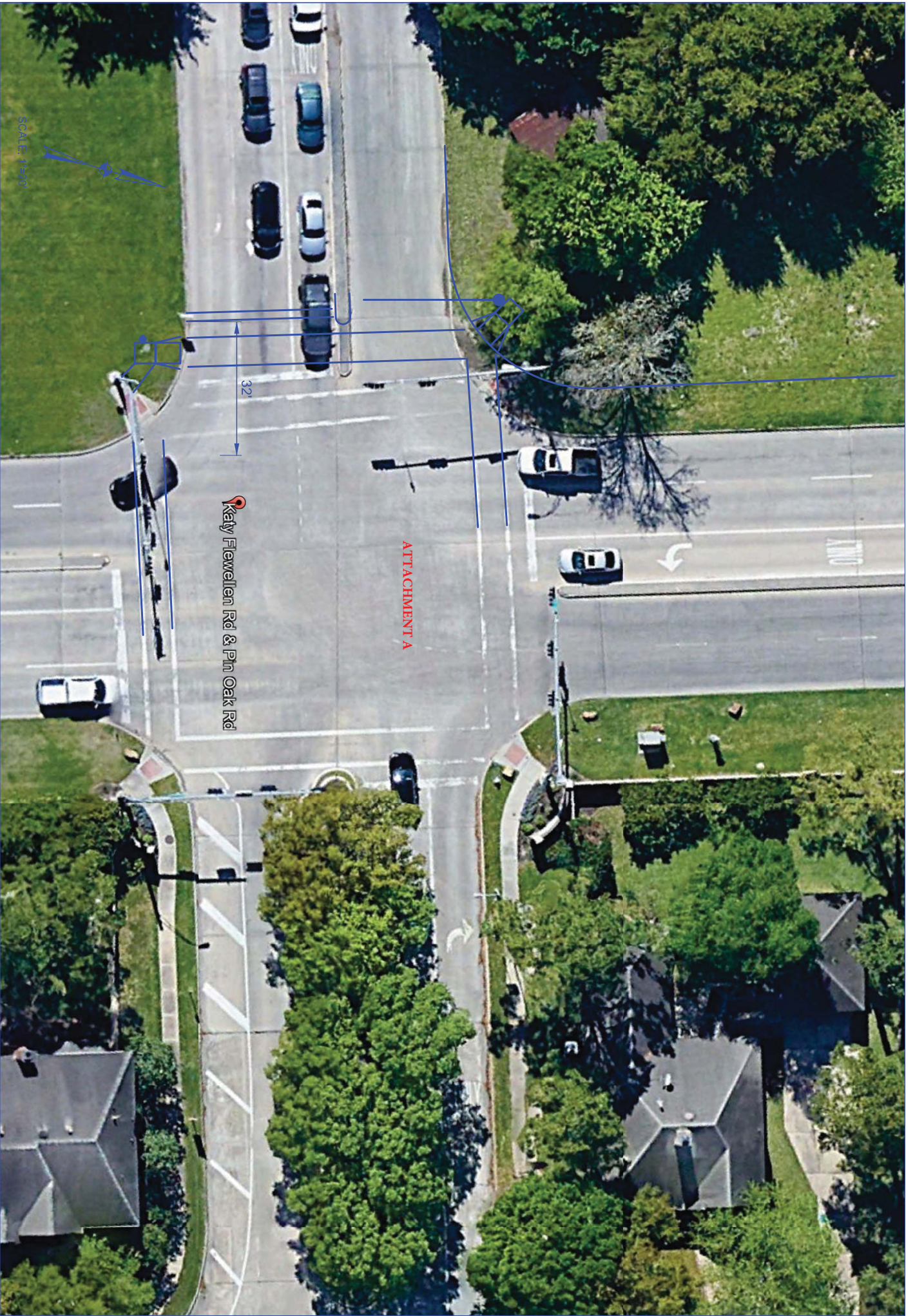


Harish Narayanappa, PE, PTOE  
President

### Attachments:

- A – Improvement Exhibit
- B - Man-hour Estimate and Cost Breakdown





ATTACHMENT A

Kay Flewellen Rd & Pin Oak Rd

32'

SCALE: 1\"/>



**ATTACHMENT B  
MAN-HOUR ESTIMATE AND COST BREAKDOWN**

Proposed Signal, Wheel Chair Ramps & Crosswalk Improvements: Pin Oak Road at Katy Flewellen Road, Precinct 3, Fort Bend County, TX

Classification	No. of Sheets	Project Manager	Project Engineer	Graduate Engineer	CADD Technician	Admin./ Clerical	Total Man-Hours	Cost	Total
<b>Direct Labor Rate</b>		\$246.00	\$159.00	\$138.00	\$120.00	\$90.00			
<b>DESIGN PHASE - LUMP SUM</b>									
TASK		Number of Hours							
Project Administration/QAQC	n/a	2				1	3	\$582.00	
Field Visits/Site Inventory	n/a		1	3			4	\$573.00	
Kick-off Meeting	n/a	2					2	\$492.00	
Utility Confirmation/HOA Coordination	n/a		4			1	5	\$726.00	
Traffic Signal Summary	1	2	4	4			10	\$1,680.00	
Construction and Traffic Signal Notes	4		1	2	4		7	\$915.00	
Standard Detail Drawings	20		1		2		3	\$399.00	
Submittals (75%, 100% and Final)	n/a	1	1	3			5	\$819.00	
Construction Cost Estimate and Bid Form	n/a		2	4			6	\$870.00	
<b>Pin Oak Road at Katy Flewellen Road</b>									
Traffic Signal Modification Layouts	2	4	8	20	40		72	\$9,816.00	
Removal Layout	1			4	4		8	\$1,032.00	
Wheelchair Ramps, Median and Sidewalk Improvement Layout	1	2	8	8	12		30	\$4,308.00	
Crosswalks, Stop Bar Layout (background file to be provided to VVI)	1	1	1	4	8		14	\$1,917.00	
<b>Total Man-Hours / Number of Sheets</b>	<b>30</b>	<b>14</b>	<b>31</b>	<b>52</b>	<b>70</b>	<b>2</b>	<b>169</b>		
<b>Total Cost - LUMP SUM</b>								<b>\$24,129.00</b>	<b>\$24,129.00</b>
<b>CONSTRUCTION PHASE - HOURLY (NOT TO EXCEED)</b>									
TASK		Number of Hours							
Project Administration/QAQC	n/a	1				1	2	\$336.00	
Contractor Submittals and Shop Drawings Review	n/a	2	4	4			10	\$1,680.00	
<b>Total Man-Hours / Number of Sheets</b>	<b>0</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>12</b>		
<b>Total Cost - HOURLY (NOT TO EXCEED)</b>								<b>\$2,016.00</b>	<b>\$2,016.00</b>
<b>Grand Total</b>									<b>\$26,145.00</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Vogler & Spencer Engineering  
Houston, TX United States

**Certificate Number:**  
2020-684490

**Date Filed:**  
10/29/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**Date Acknowledged:**  
11/24/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
17322x  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vogler, Jeffrey	Cypress, TX United States	X	
	Spencer, Erik	Katy, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)