



6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713.777.5337
Fax: 713.777.5976
www.jonescarter.com

January 13, 2020

Mayor Robert Nelson
City of Bay City
1901 Fifth Street
Bay City, Texas 77414

Re: Proposed Nile Valley Road Reconstruction Project
Avenue F (SH 60) to 7th Street (SH 35)
Bay City, Matagorda County, Texas

Dear Mayor Nelson:

We appreciate the opportunity to present this proposal for Professional Engineering and Surveying services in connection with the project referenced above.

Project Understanding

Jones | Carter (ENGINEER) understands that the City of Bay City (CLIENT) intends to reconstruct Nile Valley Road between Dr. Martin Luther King Jr. Drive to 7th Street (SH 35) (0.50 miles) (SECTION 1) and Avenue F (SH 60) to Dr. Martin Luther King Jr. Drive (2.21 mi) (SECTION 2) to create an Urban Collector cross section with design speed 55 MPH. Based on our understanding of your project, the review and approval process, and the site characteristics, we prepared the following Scope of Services and fee proposal for your consideration.

Scope of Services

I. Surveying Services

- A. **Topographic Survey** – We will provide topographic survey and survey control within the right of way boundaries for the length of the project with cross sections every 100', from ROW to ROW, with visible utilities only. At Cottonwood Creek: 100' grid including LCRA canal to south boundary line. The previous survey will be used and amended. Vertical control will be based on the NAVD 88 datum. Using the survey data, we will prepare a topographic map of the project with elevations and improvements within the right-of-way.

Nile Valley at Hwy 35 (Road Patches Only) Lump Sum = \$6,000
Nile Road from 2ND Street to Roberts Road Lump Sum = \$20,000
~~Hwy 60 to E. fork of Cottonwood Creek Lump Sum = \$18,000~~ *MRB*
Establish Existing ROW Lump Sum = \$6,000

II. Engineering Services

- A. Preliminary Design** – The ENGINEER will provide options for the method of road rehabilitation. The ENGINEER will present the options and recommendations to the CLIENT for their review and final decision. Our services include the design and preparation of a schematic plan view and typical sections for each option.

Section 1: Nile Road from 7th Street (SH 35) to Dr. Martin Luther King Jr Dr. Lump Sum = \$50,000
Section 2: Nile Road from Dr. Martin Luther King Jr Dr. to Avenue F (SH 60) Lump Sum = \$145,000

- B. Final Design** - The ENGINEER will use applicable design criteria from the CLIENT or county or state.

The submittal will include the following:

- Cover sheet
- General notes sheet
- Typical roadway cross sections
- Survey control map
- Drainage area map with hydraulic calculations
- Plan and profile sheets (1"=20' plan scale but printed on 11x17 for a 1"=40')
- Retaining Wall sheets (as needed)
- Traffic control plan
- Signage and pavement marking plans
- Storm Water Pollution Prevention Plan (layout and details)
- Standard construction details
- Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
- Review Comment Response
- Specification table of contents

- C. Retaining Wall Layouts** – Additional Service , if needed.

The Engineer shall provide retaining wall layouts to include the following:

1. Plan View
 - a. Beginning and ending wall points by station, offset, and roadway alignment.
 - b. Additional points as necessary to describe relationship of wall alignment to roadway alignment(s).
 - c. Indicate which side is the "Face of Wall".
 - d. Horizontal curve information, if applicable for wall alignment.
 - e. Location of soil borings.

- f. Drainage, signing, lighting, etc. that is mounted on, or passing through wall.
 - g. Subsurface drainage structures or utilities which could be impacted by wall construction.
2. Elevation View
- a. Existing ground line along wall alignment.
 - b. Finished grade line at face of wall.
 - c. Top of retaining wall grade line.
 - d. Soil boring information shown at the correct elevation and scale.
 - e. Drainage, signing, lighting, etc. as noted above.
 - f. Drainage structures and utilities as noted above.
 - g. Limits of additional soil/subgrade improvement recommended in the geotechnical investigation.

Section 1: Nile Road from 7th Street (SH 35) to Dr. Martin Luther King Jr Dr. Lump Sum = \$55,000

Section 2: Nile Road from Dr. Martin Luther King Jr Dr. to Avenue F (SH 60) Lump Sum = \$165,000

Additional Service: Retaining Wall Design at UPRR Bridge Time & Material = \$30,000

Proposed Fee

We propose to accomplish the Services described herein in accordance with the enclosed General Conditions of Agreement (GCA). We propose to perform the described scope of services for the lump sum and hourly fees listed above, plus reimbursable expenses and applicable sales tax. This fee estimate is based upon an anticipated design and approval duration of 6 months. Our current Schedule of Hourly Rates and our current Schedule of Reimbursable Expenses are enclosed.

TOTAL LUMP SUM SURVEY = ~~\$56,000~~ ^{\$32,000} *mb*

TOTAL LUMP SUM SECTION 1 = \$105,000

TOTAL LUMP SUM SECTION 2 = \$310,000

TOTAL ADDITIONAL SERVICES TIME AND MATERIAL = \$30,000

TOTAL ESTIMATED FEE = ~~\$495,000~~ ^{\$477,000} *mb*



Schedule

Once authorized to commence work on the project we have the following comments:

- The topographic survey will be completed approximately six (6) weeks after receiving authorization to proceed.
- The schematic design will be completed approximately six (6) weeks after receiving the survey.
- The final design will be completed approximately eight (8) weeks after the CLIENT approves the preliminary design.
- The final construction documents will be completed approximately six (6) weeks after the Comment Meeting with the CLIENT.

Other Considerations – This proposal is limited in scope and fee and has been based upon the following:

1. This proposal does not include services for Archaeological, Historic, or Endangered Species Studies. If required, these items shall be furnished by the Client. If requested, JC can forward a list of several firms that we have worked with in the past providing these services.
2. Should wetlands mitigation be required or mitigation modeling be required as part of the Nationwide permit efforts, a separate proposal will be generated. Additionally, if Individual Permitting is required, a separate cost proposal will be generated for that work.
3. Should alternative hydraulic drainage modeling be required, a separate proposal will be generated.
4. JC shall not be involved in the design of water/sanitary line relocation. Should the project require water/sanitary line relocation, the design can be furnished by JC as an additional service to this contract.
5. Any review or permit fees associated with the project (except TDLR) shall be paid by the Client, or if paid by JC, shall be considered as a reimbursable expense not included in any lump sum or not-to-exceed fees proposed.
6. Hourly Services shall be provided in accordance with the enclosed Schedule of Hourly Rates.
7. Reimbursable expenses including outside services not performed by JC personnel shall be provided in accordance with the enclosed Schedule of Reimbursable Expenses. These services typically include deed research, reproduction for bidding and construction, deliveries, and construction materials testing.
8. This proposal shall be subject to the enclosed General Conditions of Agreement.
9. Should alternative hydraulic drainage modeling be required, a separate proposal will be generated.

10. Geotechnical Report has been completed by Terracon. If additional information is required, a separate proposal will be generated.
11. The Railroad Bridge is to remain. If a new bridge is required, a separate proposal will be generated.
12. Contract and Construction Phase Services are not included. Should these services be required, a separate proposal will be generated.
13. Railroad fees are not included. Work within the existing railroad right-of-way is not expected. If a railroad permit and flagging are required, a separate proposal will be generated.
14. Fees do not include sales taxes that may be imposed.
15. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
16. This proposal shall be valid for sixty days from this date and may be extended upon approval by this office.

Again, we thank you for the opportunity to submit this proposal and look forward to working with you. An executed copy of this proposal will serve as our notice to proceed. Each individual executing this Contract on behalf of the CLIENT or ENGINEER, by this execution, acknowledges that he is duly authorized to commit the CLIENT or ENGINEER to this contract. Please return one fully executed copy of these documents to our office. Should you have any questions or comments, please call 713.777.5337.

Sincerely,



B. Andrea Cheng Ranft, P.E.
Senior Project Manager

Sincerely,



Colby W. Wright, P.E., PTOE
Manager, Traffic Engineering

Attachments

APPROVED BY:

Robert K. Nelson

Printed Name



Signature of Authorization

3/16/2020

Date

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIABILITY LIMITATION

The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in its preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that ENGINEER fails to abide by its Standard of Care.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.