

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF TRAFFIC SIGNALS

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 TEDSI Infrastructure Group, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional traffic engineering services for traffic signalization design for the intersection of Harlem Road and Grand Vista Springs Boulevard located in Fort Bend County, Texas (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor 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, 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 described in Contractor's Proposal dated April 22, 2020, and revised on July 13, 2020 attached hereto as Exhibit "A" and included herein for all purposes.

Section 2. Personnel

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

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services billed at the applicable rates as described in Exhibit A is forty-nine thousand seven hundred seventy-eight dollars and no/100 (\$49,778.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

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 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 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 forty-nine thousand seven hundred seventy-eight dollars and no/100 (\$49,778.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed forty-nine thousand seven hundred seventy-eight dollars and no/100 (\$49,778.00).

Section 5. Time of Performance

Time for performance of the Design Phase of the Scope of Services under this Agreement shall begin on Contractor's receipt of a notice to proceed and end no later than one hundred twenty (120) calendar days thereafter. Time for performance of the Contract and Construction Phases of the Scope of Services shall end no later than December 31, 2022. 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.

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 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 HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, 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 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County

immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

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

Section 13. Independent Contractor

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

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

Section 14. Notices

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

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

County:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Contractor:	TEDSI Infrastructure Group Attn: Project Manager 738 Highway 6 South, Suite 430 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

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. Standard of Care

Contractor represents it 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, Contractor 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 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/attachments, 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, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor 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 CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.

[EXECUTION PAGE FOLLOWS]

[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

TEDSI INFRASTRUCTURE GROUP

KP George, County Judge


Authorized Agent – Signature

Date

Jules M. Morris, Jr., P.E.

Authorized Agent – Printed Name

ATTEST:

Vice President

Title

Laura Richard, County Clerk

9/2/2020

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

LaNetra S. Lary, Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2020 Agreements\Engineering\Traffic Signal Design\TEDSI Group (20-Eng-101029)\Agreement - Signal Designs.Harlem Road at Grand Vista Springs Blvd.docx (LSL .8/5/2020.)

EXHIBIT A

April 22, 2020 (Revised on July 13, 2020 - Revision No. 1)

Mr. Chris Debaillon, P.E., PTOE
Assistant County Engineer - Traffic
Fort Bend County
301 Jackson Street, Richmond, Texas 77469

Re: *Proposal for Traffic Signal Design Services – Harlem Road at Grand Vista Springs Boulevard / Stone Mission Lane*

Dear Mr. Debaillon:

TEDSI INFRASTRUCTURE GROUP (TEDSI) appreciates the opportunity to submit this proposal to Fort Bend County to perform professional engineering services for Surveying and Traffic Signal Design of Proposed Permanent Traffic Signal at the intersection of Harlem Road and Grand Vista Springs Boulevard / Stone Mission Lane.

The Scope of Services is found in **Attachment A** and **Attachment C**.

PROJECT UNDERSTANDING

Harlem Road is aligned north-south in the vicinity of the intersection. It is a four (4) lane divided boulevard roadway with a grass median in the middle, and roadside ditches on both sides. Grand Vista Springs Boulevard / Stone Mission Lane is aligned east-west near intersection with Harlem Road. Grand Vista Springs Boulevard forms the east leg of the intersection and Stone Mission Lane forms the west leg of the intersection. Both legs consist of a four (4) lane divided roadway with curb and gutter section on both sides. A stop sign control exists at both eastbound and westbound approaches to the intersection.

The design task will include proposed traffic signal, stop bar and crosswalk striping at the intersection and wheelchair ramps that are compliant to Americans with Disabilities Act (ADA). The roadway pavement will also be restriped up to 200 feet from the intersection along all four legs in both directions.

SCHEDULE

The work defined in the Scope of Services can be completed within 60 calendar days for the Design Phase after receiving authorization to proceed from Fort Bend County. Although this schedule does not include the time required for agency's review, we are prepared to help expedite all necessary reviews to ensure a timely completion of the project.

COMPENSATION

The work as defined in the Scope of Services will be performed at a lump sum fee as follows:

1. Task A – Proposed Permanent Traffic Signal design and Bid Document preparation fee is **\$29,438.00**.
2. Direct Expenses - **\$130.00**.
3. Task B – Topographic Surveying - **\$8,790.00**.
4. Task C (Optional) – Survey Control Map - **\$1,020.00**.
5. Task D (Optional) – Proposed Easement Acquisition (\$2,600.00 per parcel (4 parcels) - **\$10,400.00**.

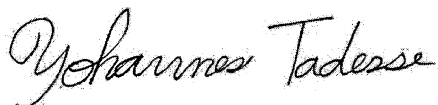
The total lump sum fee for proposed permanent design is **\$29,568.00**. The total lump sum fee for topographic survey services is **\$20,210.00**. The fee break down for proposed permanent design is shown in **Attachment B**. The fee break down for topographic survey services is shown in **Attachment C**.

This proposal is valid for ninety (90) calendar days and does not constitute a binding contract. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Thank you for considering TEDSI INFRASTRUCTURE GROUP for this project. We look forward to working with you on this project to serve Fort Bend County.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

A handwritten signature in black ink that reads "Yohannes Tadesse". The signature is written in a cursive, flowing style.

Yohannes Tadesse, P.E.
Project Manager

Enclosures: As Noted

ATTACHMENT A SCOPE OF ENGINEERING SERVICES

GENERAL:

A permanent traffic signal design will be provided at the intersection of Harlem Road and Grand Vista Springs Boulevard.

The scope of services and associated fees are based on the following: 1) TEDSI Infrastructure Group (TEDSI) will coordinate all of its work with Fort Bend County Engineering Department, 2) TEDSI will obtain service outlet location and data statement from the power company for the required electrical service, and 3) Traffic signal design will be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), TxDOT and Fort Bend County Criteria. Of note – this scope of services does not include traffic signal warrant study and special drilled shaft foundation design.

TASK A – TRAFFIC SIGNAL DESIGN SERVICES

- A. Obtain all required information relative to the design of this project from state, county, city, municipalities and utility companies (water districts, telephone, gas, electric, pipelines, etc.)
- B. Make field surveys and verify proposed locations of all proposed signal poles, controller, pull boxes, and other traffic control devices to avoid any conflicts during construction.
- C. Obtain electrical service locations for each intersection from applicable power company.
- D. Provide traffic signal design drawings for the intersection utilizing TxDOT standard details and specifications.
- E. TxDOT signal standards will be used to design traffic signal foundations.
- F. Provide final construction drawings, details, specifications, and bid items.

Task 1: Base Plan Preparation

- a. Develop traffic signal preliminary layouts with locations of traffic signal poles and controller.
- b. Coordinate pole locations with Fort Bend County.

Deliverables: Base Plans

- i. One 11"x17" PDF.

Task 2: Utility Documentation

- a. Show existing utility information on existing and proposed signal plans.
- b. Identify utility conflicts and coordinate with Fort Bend County for utility information.

- c. Coordinate pole locations with utility provider.

Task 3: Preliminary (75%) Plan Preparation

- a. Develop traffic signal layouts including wiring, notes, quantities, utility information, ROW and any applicable additional ROW requirements.
- b. Coordinate pole locations with Fort Bend County.
- c. Prepare Draft bid proposal document.

Deliverables: Preliminary (75%) Plans

- i. One 11"x17" PDF.
- ii. One electronic bid quantities proposal form (PDF).
- iii. Draft project proposal including special specifications, special Provisions and Notice to Bidders.
- iv. List of standard detail Drawings

Task 4: Utility Coordination

- a. Coordinate with Fort Bend County to resolve utility conflict issues.
- b. Plan revisions to avoid utility conflicts.
- c. Documenting additional utility information.

Task 5: Final Plan and Proposal Preparation

- a. Incorporate 75% review comments and finalize design.
- b. Finalize estimate of quantities, construction cost estimate, notes special provisions and special specifications.
- c. Finalize project bid package. Coordinate with Fort Bend County as necessary and provide traffic signal documents.
- d. Coordinate pole locations with Fort Bend County.

Deliverables: Final Plan and Proposal Preparation

- i. 11"x17" PDF of final signal plans signed and sealed.
- ii. One (1) Electronic CADD files for signal plans (CD).
- iii. Final electronic bid proposal document including supporting documents (PDF) and editable electronic files of the same.
- iv. List of standard detail Drawings.

ATTACHMENT B - TEDSI Fee Proposal (Revision No. 1)

PROJECT NAME: Harlem Rd at Grand Vista Springs Blvd / Stone Mission Lane

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 162 - PERMANENT TRAFFIC SIGNAL									
FIELD INVENTORY			2	4		1	7	N/A	N/A
TRAFFIC SIGNAL EXISTING CONDITIONS		1	1	3	6	1	12	2	6
TRAFFIC SIGNAL PROPOSED CONDITIONS	2	8	10	30	45	1	96	4	24
WHEEL CHAIR RAMPS		2	2	4	7	1	16	4	4
STRIPING AND PAVEMENT MARKINGS		2	2	5	9		18	4	5
PERMANENT TRAFFIC SIGNAL SUMMARY OF TRAFFIC SIGNAL QUANTITIES		2	4	5	8	1	20	1	20
PERMANENT TRAFFIC SIGNAL GENERAL NOTES			2	3	4	1	10	1	10
PERMANENT TRAFFIC SIGNAL STANDARDS			1	3	5		9	10	1
MEETINGS AND COORDINATION	1	2	2			2	7	N/A	N/A
BID DOCUMENT		1	6	3		1	11	N/A	N/A
									\$29,437.63
SHEET SUBTOTALS								26	
HOURS SUB-TOTALS	3	18	32	60	84	9	206		
LABOR RATE PER HOUR	\$288.51	\$261.67	\$191.22	\$130.83	\$107.35	\$97.29			
TOTAL LABOR COSTS	\$865.53	\$4,710.06	\$6,119.19	\$7,849.92	\$9,077.30	\$875.63	\$29,437.63		

DIRECT EXPENSES									
MILEAGE (\$0.575per mile)	160						\$92.00		
BOND PLOTS (11" x 17"; \$0.20 EA)	40						\$8.00		
MYLAR PLOTS (11" x 17"; \$2.00 EA)	0						\$0.00		
DELIVERY (\$30.00 PER DELIVERY)	1						\$30.00		
TOTAL DIRECT EXPENSES							\$130.00		
TOTAL (LABOR + DIRECT EXPENSES)							\$29,567.63		

ATTACHMENT C

EXHIBIT “A” - SCOPE OF SURVEY SERVICES – TOPOGRAPHIC SURVEY

"A" - Topographic Surveying (Tasks 1-3)

1. **Establish Project Control** - GeoSurv/TSC will establish the horizontal control along road ROW's utilizing GPS VRS methods and/ or conventional survey methods. The horizontal control with vertical elevations will be tied to the current NGS CORS Datum. The current NGS CORS horizontal datum is based on NAD83 (2011 Adj.) Epoch 2010 and the current vertical datum is NAVD88 (Geoid 18).
2. **Topographic Survey** - Provide topographical survey along the proposed alignment. Typical roadway cross sections will not be taken – elevations have been identified as necessary for this project. (all survey data points will have X,Y & Z values – deliverable is 2D DGN file).

The field data will be sufficient to create a detail planimetric view of the survey project limits. GeoSurv/TSC will invert storm manholes and inlets and invert sanitary manholes, in particular near the intersection where underground pipes may be crossing the four corners of the intersection where a proposed traffic signal may be located. GeoSurv/TSC will not access electrical and telephone manholes. GeoSurv/TSC will tie trees over 3" in diameter when isolated as for landscaping purposes but will only locate edge of a tree line for wooded areas. Field crews will locate utility tone marks placed on the ground by contacting Texas One-Call. We will locate visible existing utilities toned marked by the pipeline companies, municipal utility districts (MUDs), Fort Bend County, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines in support of the Level B Subsurface Utility Surveying effort. We will contact Texas811 (1-request to have underground utilities marked).

Traffic Requirements – We will locate traffic infrastructure (pole foundations, cabinet, service etc.), signs and existing pavement markings. It has been identified that locating concrete construction joints and expansion joints are not necessary for this intersection.

Perform surveying services to establish the Apparent Right-of-Way lines (A.K.A. Project Limits). No abstracting services or very limited abstracting services will be performed to obtain plats and existing ROW maps under this task. The “Project Limits Line” established under this task will not meet the requirements for establishing existing right-of-way lines based on TBPE&LS requirements; therefore, text callout for this line cannot imply that the TBPE&LS requirements were followed to establish the locations of the right-of-way lines. The Project

Limits/Apparent ROW will be shown in the Topographic Survey file or be a reference file to the base Topographic Survey file.

3. **Prepare 2D DGN Graphic File Manuscript** – Prepare a AutoCAD plan view manuscript graphic using the survey data points obtained from the field survey. Reference files may be used for clarity and separation, if necessary. Files will be prepared at 1"=20' for full size drawings and 1"=40' for 11"x17" (half-size) plots. The Survey points will be shown in the file.

Not included in the Scope of Services – Topographic Survey:

- Preparation of existing profile view
- Preparation of DTM Surface
- Construction Surveying Services – (Relocate Control. Monument Project baseline, Etc.)
- R.O.W./Land Surveying Services. (ROW Calculated under Exhibit "B" Scope)
- Add Proposed Utilities.
- Preparation of Survey Control Map (Optional Line Item Task Included)

EXHIBIT "B" - SCOPE OF SURVEY SERVICES – PROPOSED EASEMENT ACQUISITION

Optional Work – This scope of services is optional work to survey and prepare proposed easement documents for up to four (4) easements. All survey work will be performed per TBPE&LS survey requirements. The following are the tasks to be completed for proposed Right-of-Way Acquisition:

1. **Abstracting Research** – Review property records to obtain instruments of record for the ownership, easements of record and include any subdivision plats and provide instruments that dedicate road Right-of-Way.
2. **Field Survey and Prepare Proposed Easement Documents** –We will compile the abstracting information and use this information to locate property corners along the street Right-of-Ways located in the survey project limits. The office will calculate the existing Right-of-Way based on the field data and abstracting information. We will prepare a property description (letter size) and parcel map (letter size) We will submit PDF draft plots for review and the final parcel maps will be plotted on mylar with both the property description and parcel map being sealed and signed by an R.P.L.S. This task includes setting survey markers for the proposed easement corners. Setting corners will be done after draft submittal has been completed.

EXHIBIT "C" - LUMP SUM BUDGET BREAKDOWN

Basic Services						
"A" - Topographic Surveying (Tasks 1-3)						
Category	Hours			Rate		Total
2-Member Field Crew	0.0 Hours	x		\$ 135.00	=	\$ -
3-Member Field Crew	30.0 Hours	x		\$ 169.00	=	\$ 5,070.00
CADD Operator	20.0 Hours	x		\$ 85.00	=	\$ 1,700.00
Survey Technician	12.0 Hours	x		\$ 95.00	=	\$ 1,140.00
Administrative Assistant	2.0 Hours	x		\$ 65.00	=	\$ 130.00
Project Manager (RPLS)	5.0 Hours	x		\$ 150.00	=	\$ 750.00
"A" - Topographic Surveying (Tasks 1-3) Lump Sum Total =						\$ 8,790.00
Prepare Survey Control Map - Optional						
Category	Hours			Rate		Total
CADD Operator	8.0 Hours	x		\$ 85.00	=	\$ 680.00
Survey Technician	2.0 Hours	x		\$ 95.00	=	\$ 190.00
Administrative Assistant	0.0 Hours	x		\$ 65.00	=	\$ -
Project Manager (RPLS)	1.0 Hours	x		\$ 150.00	=	\$ 150.00
Prepare Survey Control Map Lump Sum Total (Optional) =						\$ 1,020.00

EXHIBIT "C" - LUMP SUM BUDGET BREAKDOWN

"B" - Proposed Easement Acquisition (Tasks 1-2) - Optional					
Abstracting Research					
Category	Hours		Rate		Total
Professional Abstractor	4.0 Hours	x	\$ 100.00	=	\$ 400.00
Expense (Deeds,Plats, Etc.)				=	\$ 18.00
Per Parcel Sub-Total Cost =					\$ 418.00
Field Survey and Prepare Proposed Easement Documents					
Category	Hours		Rate		Total
3-Member Field Crew	8.0 Hours	x	\$ 169.00	=	\$ 1,352.00
Survey Technician	4.0 Hours	x	\$ 95.00	=	\$ 380.00
Project Manager (RPLS)	3.0 Hours	x	\$ 150.00	=	\$ 450.00
Field Survey & Prepare Proposed Easement Documents					\$ 2,182.00
Total Per Parcel Cost =					
					\$ 2,600.00
Total Budget Field Survey and Prepare Proposed Easement Documents					
					\$ 10,400.00
Number of Parcels Authorized					
One (1) Parcel			\$ 4,950.00	/	Parcel
Two (2) Parcel			\$ 3,950.00	/	Parcel
Three (3) Parcel			\$ 3,200.00	/	Parcel
Four (4) Parcel			\$ 2,600.00	/	Parcel