

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. 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 Five Hundred Ninety Four Thousand Nine Hundred Fifty Eight and 58/100 (\$594,958.58) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Ninety Four Thousand Nine Hundred Fifty Eight and 58/100 (\$594,958.58).

3. **Time of Performance.** Time for performance of the Services under this Agreement, as amended, shall begin with receipt of the Notice to Proceed from County and shall end no later than December 31, 2026. Contractor shall complete the tasks described in the Scope of Services and in Exhibit "A-2" attached hereto, within this time or within such additional time as may be extended in writing by County.
4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
6. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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.
7. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Second Amendment shall prevail with regard to the conflict.

{EXECUTION PAGE FOLLOWS}

FORT BEND COUNTY, TEXAS

HUITT-ZOLLARS, INC.

KP George, County Judge

Authorized Agent – Signature

CHAITANYA KASTURI

Date

Authorized Agent- Printed Name

VICE PRESIDENT

ATTEST:

Title

02/28/2023

Laura Richard, County Clerk

Date

APPROVED:



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

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant,
County Auditor

EXHIBIT A-2



HUITT-ZOLLARS, INC. | 10350 Richmond Ave. | Suite 300 | Houston, TX 77042-4248 | 281.496.0066 phone | 281.496.0220 fax | huitt-zollars.com

January 18, 2023

PROPOSAL FOR ADDITIONAL SERVICES

Robert McBride, P.E.
Senior Project Manager
C/O Fort Bend County Engineering
LJA Engineering, Inc.

Reference: Mason Road from Waterside Village Dr to Lewisville Dr & turn lanes at SH 99
Fort Bend County 2017 Mobility Bond Program

Subject: Proposal – Additional scope for Final Engineering, Bid & Construction phase

Dear Mr. McBride,

Enclosed are Huitt-Zollars, Inc.'s proposed budget, manpower and direct expense breakdown and scope of services for the design revisions requested by Fort Bend County partly due to ROW acquisition challenges and because of the comments received from Fort Bend Toll Road Authority. The design revisions are listed below:

1. Eliminate Northbound Right Turn Lane from Mason Road to Waterside Village Drive.
2. Revise the Metes and Bounds for Parcel 1 (Part 1 & Part 2) to eliminate the ROW acquisition along the northbound Mason Road.
3. Survey the recently built Phase I and the temporary signal at Lewisville and Mason Rd intersection and the green space along SH 99 between the Main lanes and between the Main lanes and the Frontage Roads for the proposed Detention Pond deepening.
4. Stake the ROW twice, once for utility companies and once for the construction team.
5. Update the TCP based on the revised design and revised detention pond limits, MUD 118 outfall modifications.
6. Analyze the new survey of the existing detention pond, revise the Detention Pond Design, remove the raised berm and design the detention pond deepening to meet the required detention volume. Modify MUD 118 outfall if needed.
7. Update construction plans showing latest Parcel 1 (Part 1 & Part 2) M&Bs which is being updated by HZ Survey.
8. Address TDLR Review Comments such as modifying the curb ramp design and adjusting the cross walks accordingly.
9. Update the traffic signal design at SH 99 and Mason Road intersection based on the updated curb ramps, cross walks and lane widths.
10. Update the traffic signal design at the intersection at Lewisville Road and Mason Road intersection based on the latest survey of this intersection showing the temporary signal and curb ramps.
11. Update and revise the utility reference file with the latest information, complete and update the old utility conflict table and coordinate new no – objection letters from all utilities involved. Obtain latest record drawings from all the utility companies and request a new 811 ticket.
12. Replace the standard details in the plan set with the latest 2022 FBC Standard Details.
13. Address Toll Road Authority Comments about Lane Widths for the Mason Road Lanes at SH 99 intersection.

14. Address one last round of comments from Toll Road Authority, Drainage District and Fort Bend County. Submit final PS&E package with all letters of no-objections.
15. Optional Additional Services – Modifications to MUD 118 outfall to satisfy the drainage district comments and if needed for the drainage design.
16. This project was started before the ATLAS 14 was adopted so it will not be designed to ATLAS 14 criteria.

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

Phase 1 – Survey Scope (Additional Survey, ROW Staking)	\$ 33,800.00
Phase 3 – Revised Scope (Roadway, Drainage, TCP, TDLR, etc.)	\$ 67,360.00
Phase 7 – Utility Conflict Resolution & Coordination	\$ 11,640.00
Total Basic Services Fee	\$ 112,800.00
Phase 8 – Additional Optional Services (MUD 118 Outfall Mod)	\$ 4,440.00
Huitt-Zollars Total Service Fee	\$ 117,240.00

TEDSI'S proposed budget for the reference project is:

Phase 13 – Signal Design Updates at SH 99 & Lewisville Rd Intersections	\$ 26,636.84
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Total Fee **\$ 143,876.84**

Our total proposed budget for the above services is estimated to be **\$ 143,876.84**. Detailed scope of services and level of effort on the basic services and additional services are attached. Should you have any questions, or require additional information, please call. Thank you.

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

Following items are specifically excluded from this proposal.

1. Drainage Report.
2. Metes and Bounds modification to all parcels, except Parcel 1 (Part 1 & Part 2).

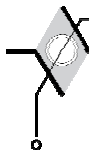
Sincerely,
Huitt-Zollars, Inc.



Mohammed Afroz M Shaikh, PE
Project Manager



Chaitanya Kasturi, PE ENV SP
Managing Principal



TEDSI
TBPE F-1640

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

738 Highway 6 South • Suite 430 • Houston, Texas 77079

Tel: (832) 619-1000

Fax: (832) 619-1018

September 20, 2022

Revised November 30, 2022

Ms. Chaitanya Gampa, P.E., PMP
Vice President
Huitt-Zollars, Inc.
10350 Richmond Avenue, Suite 300
Houston, TX 77042

Re: *Proposal for Traffic Signal Design Updates – Mason Road at State Highway 99 (SH 99) and at Lewisville Road*

Dear Ms. Gampa:

TEDSI INFRASTRUCTURE GROUP (TEDSI) appreciates the opportunity to submit this proposal to Huitt-Zollars, Inc. (HZ) to perform professional engineering design update services for the current designs for the above captioned intersections.

PROJECT UNDERSTANDING

The following summarizes the required design updates to the current design:

- I. Mason Road at SH 99
 1. Address and incorporate Fort Bend County and Toll Road Authority comments related to the current signal design.
 2. Mitigate impact of roadway comments received from Toll Road Authority such as updating lane widths to 12' wide along Mason Road.
 3. HZ to send you the new survey under the SH 99 bridge which as designed in Package 1. Show that signal as existing signal. Incorporate that signal in to the plans.
 4. HZ will send TEDSI updated curb ramp design and updated cross walks as per TDLR comments. TEDSI will update signal design accordingly.
 5. Update design based on new utility data and utility coordination.
 6. Include efforts for 1 round of review cycle and addressing comments from review agencies before submitting final PS&E package.

- II. Mason Road at Lewisville Road
 1. HZ will send TEDSI the new survey of this intersection which will show the temporary signal installed. Incorporate this existing signal in the signal design.
 2. HZ to send you updated curb ramp design and updated cross walks as per TDLR comments. Update signal design accordingly.
 3. Address Fort Bend County comments on signal design.
 4. Update design based on new utility data and utility coordination.
 5. Include efforts for 1 round of review cycle and addressing comments from review agencies before submitting final PS&E package.

SCHEDULE

TEDSI will coordinate with HZ to meet submittal milestones as set by the schedule.

COMPENSATION

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

1. Traffic Signal Design Update for Mason Road at SH 99 = **\$15,956.54 (Fifteen Thousand Nine Hundred Fifty Six Dollars and Fifty Four Cents)**. Detailed account of the Level of Effort is shown as **Attachment A**.
2. Traffic Signal Design Update for Mason Road at Lewisville Road = **\$10,680.30 (Ten Thousand Six Hundred Eighty Dollars and Thirty Cents)**. Detailed account of the Level of Effort is shown as **Attachment B**.

The total fee for the project is set at **\$26,636.84 (Twenty Six Thousand Six Hundred Thirty Six Dollars and Eighty Four Cents)**.

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.

Sincerely,

TEDSI INFRASTRUCTURE GROUP



Yohannes Tadesse, P.E.
Project Manager

Enclosures: As Noted

PROJECT NAME: SH 99 at Mason Road
 PRIME PROVIDER NAME: Huitt-Zollars, Inc.

ATTACHMENT A - TEDSI Fee Proposal (Design Update)

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									
EXISTING SIGNAL INVENTORY			2	4	4		10	N/A	N/A
TRAFFIC SIGNAL EXISTING CONDITIONS		4	2	4	7	1	18	2	9
TRAFFIC SIGNAL PROPOSED CONDITIONS	1	6	8	10	20	2	47	4	12
PERMANENT TRAFFIC SIGNAL SUMMARY OF TRAFFIC SIGNAL QUANTITIES		2	2	4	8	1	17	1	17
PERMANENT TRAFFIC SIGNAL GENERAL NOTES			1	3	5		9	1	0
PERMANENT TRAFFIC SIGNAL STANDARDS	2	2	2			2	8	N/A	N/A
MEETINGS AND COORDINATION									
SHEET SUBTOTALS									
HOURS SUB-TOTALS	3	14	17	25	44	6	109	18	
LABOR RATE PER HOUR	\$277.41	\$251.61	\$183.87	\$125.90	\$103.22	\$93.55			
TOTAL LABOR COSTS	\$832.23	\$3,522.54	\$3,125.79	\$3,145.00	\$4,541.68	\$561.30	\$15,728.54		
DIRECT EXPENSES									
MILLEAGE (\$.625 per mile)	160						\$100.00		
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)	4						\$120.00		
TOTAL DIRECT EXPENSES							\$228.00		
TOTAL (LABOR + DIRECT EXPENSES)							\$15,956.54		

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS.	NO. OF DWGS.	LABOR HRS PER SHEET	TOTAL LABOR COST
FC 162 - PERMANENT TRAFFIC SIGNAL										
PROJECT ADMINISTRATION QAO/C	1	2				1	4	N/A	N/A	\$874.18
EXISTING FIELD INVENTORY			1	3	3		7	N/A	N/A	\$870.93
EXISTING CONDITIONS LAYOUT		2	2	4	7	1	16	1	16	\$2,190.25
TRAFFIC SIGNAL PROPOSED CONDITIONS	1	1	2	6	12		22	3	7	\$2,890.20
PROPOSED WHEELCHAIR RAMPS							0	0	0	\$0.00
PROPOSED STOP BAR AND CROSSWALK STRIPING		1	1	2	2		6	1	6	\$893.52
PERMANENT TRAFFIC SIGNAL SUMMARY OF TRAFFIC SIGNAL QUANTITIES		1	1	1	2		5	1	5	\$767.72
PERMANENT TRAFFIC SIGNAL GENERAL NOTES							0	1	0	\$0.00
PERMANENT TRAFFIC SIGNAL STANDARDS			1	1		2	4	10	4	\$516.11
MEETINGS AND COORDINATION	1	1	2	1			4	N/A	N/A	\$896.76
SUBMITTALS		1	1	2		1	5	N/A	N/A	\$780.63
SHEET SUBTOTALS										
HOURS SUB-TOTALS	3	9	11	19	28	3	73	17		
LABOR RATE PER HOUR	\$277.41	\$251.61	\$183.87	\$125.80	\$103.22	\$93.55				
FC 162 - LABOR COSTS	\$832.23	\$2,264.49	\$2,022.57	\$2,390.20	\$2,890.76	\$280.65	\$10,690.30			