

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SUPPLEMENTAL AGREEMENT NO. 2 TO
 PROFESSIONAL ENGINEERING SERVICES AGREEMENT
 FRY ROAD AT SEVEN MEADOWS PARKWAY**

THIS SUPPLMENTAL AGREEMENT NO. 2 for additional Professional Engineering Services is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and TEDSI Infrastructure Group, (hereinafter referred to as "Engineer"), authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County and Engineer executed a Professional Engineering Services Agreement on February 26, 2008, and as amended on October 7, 2008, (hereinafter referred to as "the Agreement"), attached hereto as Exhibit A, to provide a traffic signal design for the intersection of Fry Road at Seven Meadows Parkway within Fort Bend County, Texas, (hereinafter referred to as the "Project"); and

WHERAS, County and Engineer desire to amend the Agreement to allow for additional engineering design services for the Project and to provide for additional funding.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

AGREEMENT

1. Section 3.01 the Agreement is hereby amended as follows:

"For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section VII, County shall pay to Engineer an amount not to exceed \$90,571.37, including expenses."

2. Section 7.01 the Agreement is hereby amended as follows:

"Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$90,571.37, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County."

3. Section 7.02 of the Agreement is hereby amended as follows:

“Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$90,571.37 for described scope of work in the attachments.”

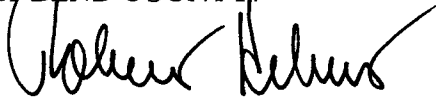
4. Engineer shall provide those additional services identified in the attached Exhibit B.
5. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION

This supplemental agreement shall not become effective until executed by County.

FORT BEND COUNTY:

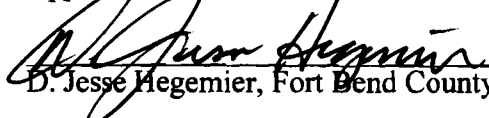

Robert E. Hebert, County Judge

2-2-10
Date

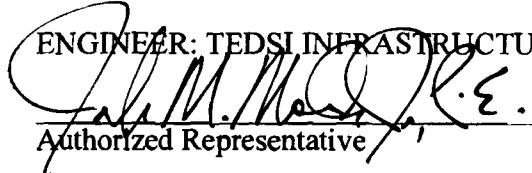
Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

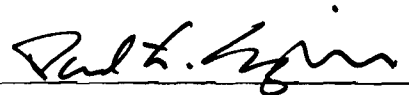

D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: TEDSI INFRASTRUCTURE GROUP


Authorized Representative

1/26/10
Date

Attest:


Ed Sturdivant, Fort Bend County Auditor

PJS: Engineering Services Agreement.TEDSI.AMEND

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$90,571.37 to accomplish and pay the obligation of the Fort Bend County under this contract.

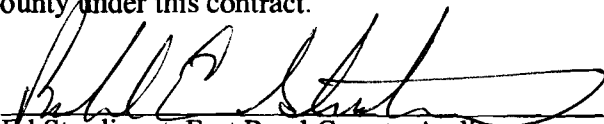

Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A

**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FRY ROAD AT SEVEN MEADOWS PARKWAY**

This Supplemental Agreement No. 1 for additional Professional Engineering Services is made by and between Fort Bend County, a public body corporate and politic of the State of Texas, acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and TEDSI Infrastructure Group, hereinafter called "Engineer," authorized to conduct business in the State of Texas.

WHEREAS, on February 26, 2008, the County and Engineer executed an "Agreement for Professional Engineering Services," hereinafter referred to as "the Agreement," to perform professional engineering and related services to provide a traffic signal design for the intersection of Fry road at Seven Meadows Parkway within Fort Bend County, Texas, hereinafter referenced as "the Project"; and

WHEREAS, County and Engineer desire to amend the Agreement to allow for additional engineering design services for the Project, as further described in Attachment A and as set forth below.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

AGREEMENT

1. Article 3.01 of the Agreement is hereby amended as follows:

"For and in consideration of the services rendered by the Engineer, and subject to the limit of appropriation under Section VII, County shall pay to the Engineer an amount not to exceed \$82,338.61, including expenses."

2. Article 7.01 of the Agreement is hereby amended as follows:

"Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$82,338.61, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County."

3. Article 7.02 of the Agreement is hereby amended as follows:

"Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$82,338.61 for described scope of work in Attachment A, A-1, B, C, D & E."

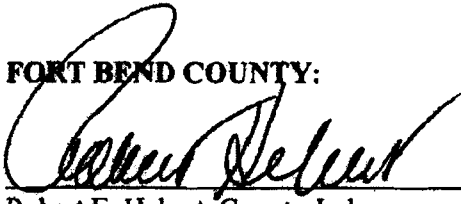
4. The Scope of Service in Attachment "A" of the Agreement is amended to provide for additional engineering design services for the Project as shown in Amendment No. 1 of Attachment "A".
5. The additional Scope of Engineering Services shown in attachment "A-1" is amended to provide additional engineering services for additional scope of Engineering Services.
6. Attachment "B" is amended to include additional survey services for certain geometric median modifications.
7. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
8. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

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EXECUTION

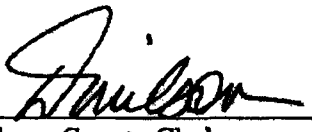
This Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:


Robert E. Hebert, County Judge

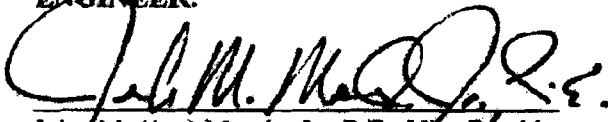
10-7-08
Date

Attest:


Dianne Wilson, County Clerk



ENGINEER:


Juley M. (Jay) Morris, Jr., P.E., Vice President
TEDSI Infrastructure Group

10/2/08
Date

AUDITOR'S CERTIFICATE:

I hereby certify that funds are available to pay the County's obligation in the amount of
\$82,338.61


Ed Sturdivant, County Auditor

Attachments:

Supplemental Proposal - TEDSI Infrastructure Group 9/24/2008

Exhibit A - Alternate Improvements modified 9/25/2008

Attachment A, A-1, A-2, B - Amendment 1

Attachment C,D & E



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

10260 Westheimer ♦ Suite 460 ♦ Houston, Texas 77042

September 24, 2008

Mr. Louis E. Hood, P.E.
First Assistant County Engineer
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

**Re: Fry Road Median Modification
Supplemental Proposal for Engineering Services
FBC PO number 13646**

Dear Mr. Hood:

As per your request, TEDSI INFRASTRUCTURE GROUP (TEDSI) appreciates the opportunity to submit this **supplemental proposal** to Fort Bend County Engineering to perform professional engineering services for roadway and median modifications along Fry Road.

The engineering services to be provided by TEDSI are for the Design, Contract, and Construction Phases. The Scope of Services is identified in Attachment "A".

PROJECT UNDERSTANDING

The proposal is to provide median modifications along Fry road between SH 99 and Seven Meadows. These modifications are in accordance with the Alternate 5 modified recommendations in the Driveway/Median Analysis (HEB and Home Depot – the first two driveways on north side and south side of Fry Road west of SH 99) conducted by TEDSI.

There is an exception to the Alternate 5 recommendation, which is the Seven Meadows driveway to the north, will not be widened and WB right turn lane into Driveway #1 (Home Depot) will not be constructed (Exhibit "A").

SCHEDULE

The work defined in the Scope of Services can be completed within sixty (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 shown in Attachment "A".

The preliminary construction cost estimate is \$178,122.00. Please see Attachment "A-2" for a breakdown. This cost is based on the assumption that the Contractor will furnish and install all equipment and materials required for this project.

The fees for the various phases are as follows based on the Fee Curve for Engineering Compensation for Roads, Bridges and Related Services, which is 15.25% of the cost estimate or **\$27,163.61** broken down as follows:

Design Phase (80%) - \$21,730.88
Contract Phase (5%) - \$1,358.18
Construction Phase (15%) - \$4,074.54

The work as defined above will be performed at a Lump Sum Cost. 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 in Attachment "A" will be considered additional work and will be subject to negotiation.

Additional Services for this project and have been now estimated to be **\$5,280.00**, enclosed herewith as Attachment "A-1". Any and all work performed under this attachment will be compensated hourly as per the TEDSI fee schedule shown in Attachment "C" and QC Laboratories, Inc. fee schedule Attachment "E".

Services provided by the Engineer's contractor (Surveyor) as defined in the Surveying Scope of Services (Attachment "B") would be performed at a lump sum fee. Invoices will be billed at invoice cost plus 10%. The total lump sum fee for Field Survey is set at **\$7,590.00**. Weisser Engineering Company will provide the surveying services for this project (Attachment "D").

Services provided by the Engineer's contractors (Geotechnical) as defined in the Geotechnical Scope of Services (Attachment "E") would be performed at a lump sum fee. Invoices will be billed at invoice cost plus 10%. The total lump sum fee for Geotechnical Services is set at **\$2,585.00**. QC Laboratories, Inc. will provide the Geotechnical services for this project.

All work to be performed under Additional Services shall be previously approved by Fort Bend County. Invoices will be rendered monthly showing the percent completed for each task (either as final or partial billing). Additional Services invoices shall include daily time sheets showing employee classification and employee time charges to the project and any other documents as may be required by Fort Bend County.

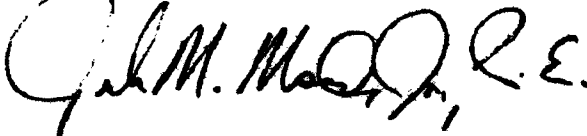
Mr. Louis E. Hood, P.E.
September 24, 2008
Page 3

This proposal is valid for ninety (90) calendar days and does not constitute a binding contract. However, if approved by Fort Bend County, all work as described herein will be performed in accordance with all terms and conditions considered customary to Fort Bend County for professional engineering services, and as per future contract between TEDSI and Fort Bend County. 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.

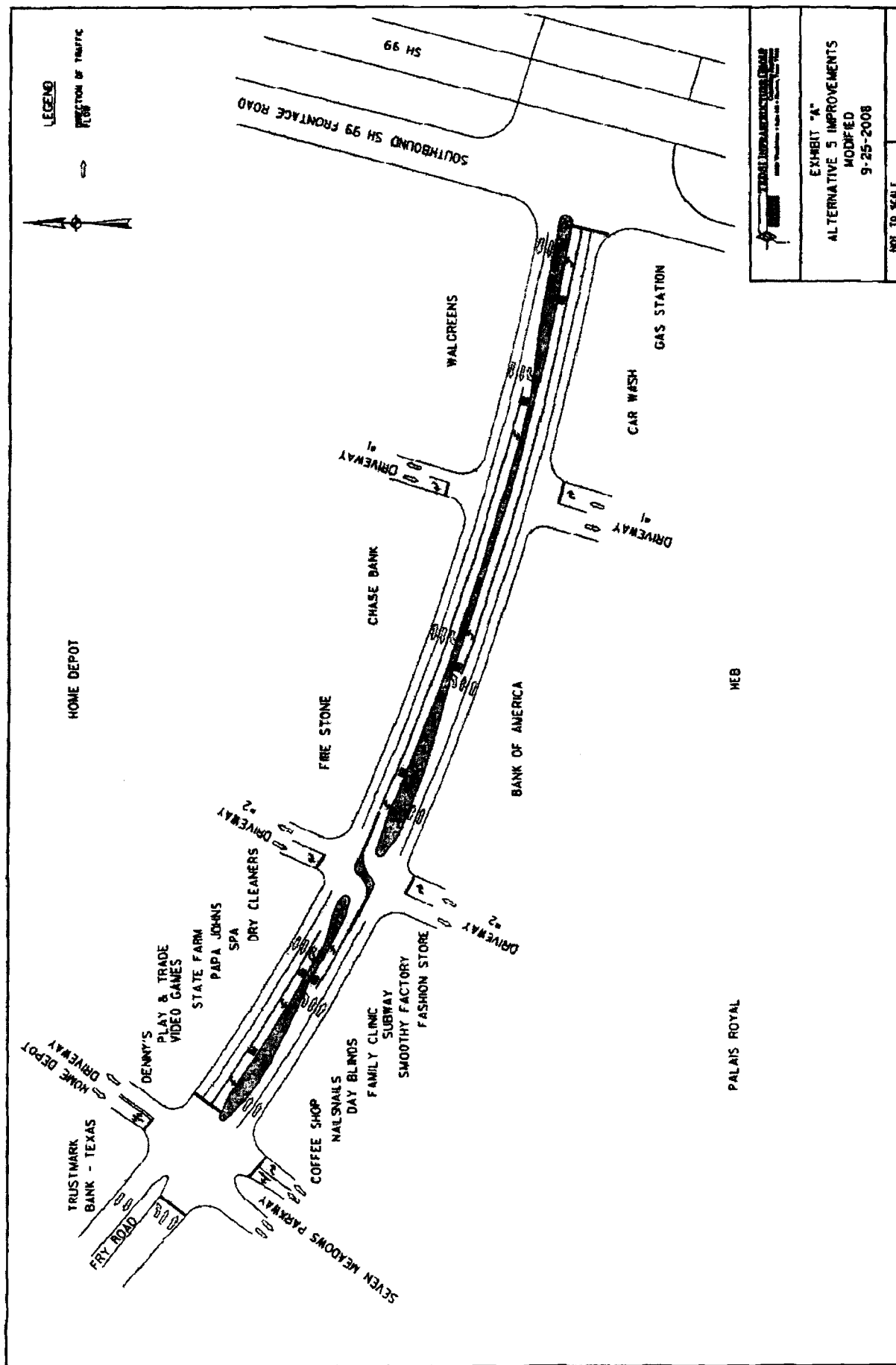
Sincerely,

TEDSI INFRASTRUCTURE GROUP

A handwritten signature in black ink, appearing to read "Jules M. Morris, Jr., P.E.", written over the typed name.

Jules M. (Jay) Morris, Jr., P.E.
Vice President

Enclosures: As Noted



AMENDMENT #1

ATTACHMENT "A"

SCOPE OF ENGINEERING SERVICES

GENERAL:

The scope of services and associated fees are based on the following: 1) The purpose of this PS&E is to provide the following: modification to the existing center median on Fry Road to include a full median closure at Driveway #1 (HEB/Home Depot), extension of existing westbound left turn lanes for Driveway #2 and eastbound left turn lanes for SH 99 and channelized left-turns in both directions at Driveway #2. The modifications are shown on Exhibit "A", 2) TEDSI Infrastructure Group (TEDSI) will coordinate all of it's work with Fort Bend County Engineering Department, 3) TEDSI will obtain all the necessary base drawings, data and perform all field ties required to provide a base map for the section of Fry Road between Seven Meadows and SH99. 4) Traffic control plan during construction will not be provided and it will be contractor's responsibility, 5) This project will be designed as one complete PS&E deliverable.

Task A – PS&E:

A.1 Design Phase

1. 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.)
2. Provide a signing and striping drawing for the subject section as per TxDOT standards.
3. Provide a plan view drawing for the above mentioned work showing proposed median improvements and widening details.
4. Provide final construction drawings, details, specifications, and bid items.
5. Submit to Fort Bend County 50% and 90% plans for review and comments prior to submitting final construction package.
6. Provide a preliminary cost estimate for the construction package.

A.2 Contract Phase

1. Assist the County in obtaining bids.
2. Attend pre-bid conferences and prepare addendum's, if needed.

3. Assist in the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

A.3 Construction Phase

1. Attend and assist County in pre-construction conferences.
2. Make periodic visits to determine, in general, if the work is proceeding in accordance with the contract documents.
3. Review shop and working drawings, furnished by contractors, for compliance with design concepts and specifications and with the information given in the contract documents.
4. Review monthly and final estimates on forms provided by the County, for payments to the Contractor.
5. Participate in company, with the County's representative, in a final inspection of the Project.

AMENDMENT #1

ATTACHMENT "A-1"

ADDITIONAL SCOPE OF ENGINEERING SERVICES

The Engineer, upon prior written authorization from the County Engineer, shall furnish the following additional services, and the County shall compensate the Engineer therefore as set forth below:

1. Construction Materials Services.
2. Changes in the drawings and specifications requested by the County which are outside the scope of the project.
3. Any additional services outside the standard scope of services (as shown in Attachment "A-1"), will be compensated hourly as per the fee schedule shown in Attachment "C" and Attachment "E".

The following is a breakdown of additional services:

Construction Materials Services (QC Labs) (cost + 10% service charge)	\$2,780.00
Changes to Drawings (TEDSI)	<u>\$2,500.00</u>
TOTAL FOR ALL ADDITIONAL SERVICES	\$5,280.00

ATTACHMENT A-2
PRELIMINARY CONSTRUCTION COST ESTIMATE
FRY ROAD MEDIAN MODIFICATION
in Fort Bend County

ITEM	DESC CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
104	2021	REMOVING CONC (CURB)	LF	770	\$ 10.00	\$ 7,700.00
104	2011	REMOVING CONC (PAV)	SY	111	\$ 45.00	\$ 4,995.00
110	2001	EXCAVATION (ROADWAY)	CY	394	\$ 30.00	\$ 11,820.00
182	2002	BLOCK SODDING	SY	60	\$ 12.00	\$ 720.00
276	2228	CEM TRT (PLNT MX) (CL N) (TY A) (GR 1) (8")	SY	640	\$ 30.00	\$ 19,200.00
360	2003	CONC PVMT (CONT REINF - CRCP) (10")	SY	490	\$ 150.00	\$ 73,500.00
529	2006	CONC CURB (MONO) (TY II)	LF	1500	\$ 15.00	\$ 22,500.00
		SIGNING AND STRIPING	LS	1	\$ 8,000.00	\$ 8,000.00
		20% CONTINGENCIES				\$ 29,687.00
		MEDIAN MODIFICATION - BASIC SERVICES TOTAL				\$ 178,122.00
		DESIGN FEE		15.25%		\$ 27,163.61
		Design (80%)				\$ 21,730.86
		Contract Support (5%)				\$ 1,368.18
		Construction Support (15%)				\$ 4,074.54
		Fee for Additional Services (Construction Materials, etc.)				\$ 5,280.00
		SURVEY				\$ 7,590.00
		GEOTECHNICAL				\$ 2,585.00
		TOTAL ENGINEERING COST				\$ 42,618.61
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 4,500.00	\$ 9,000.00
		TOTAL CONSTRUCTION COST				\$ 187,122.00

ESTIMATED TOTAL ENGINEERING & CONSTRUCTION COST

\$ 229,740.61

AMENDMENT #1

ATTACHMENT "B"
SCOPE OF SURVEYING SERVICES

PURPOSE OF WORK

The purpose of this survey is to identify relevant topographic information for the section of Fry Road between Seven Meadows and SH 99 in Fort Bend County, Texas. The topographic survey will be used to create base maps, which shall be used as a basis for preparing plans, specifications, and estimate for the following work:

- Modification to the existing center median on Fry Road to include a full median closure at Driveway #1 and channelized left-turns in both directions at Driveway #2.

The field surveying shall be prepared in accordance with generally accepted practices for engineering projects in Fort Bend County. The surveyor is requested to perform the following services:

A. TOPOGRAPHIC SURVEY:

1. Identify relevant topographic information at the following locations:

Fry Road Median:

Fry Road is to be surveyed a distance of 1000 ft. from the intersection of SH99 Southbound ramp. Construction of Fry Road will be limited to the center median. Detailed survey will be limited to the face of curb along the south and north side of Fry Road. No landscaping or utilities that are south of the southern curbing and north of northern curbing will be surveyed. If a utility or a storm sewer crosses the road then it is expected that the line be located horizontally and the inverts of the storm sewer be picked up for design purposes.

2. Conduct necessary abstract research to the extent necessary to perform the services herein provided and to recover original survey corners, to establish baselines, which will tie in all of the recovered points and monuments to the baseline of the project. Where practical, the baseline would be set parallel to the existing right-of-way line on the centerline of the ROW, or at a convenient offset. This line shall remain to be used as construction control barring any unforeseen construction activity during interim period.

3. Perform all field surveys, which are necessary to locate all existing improvements within the survey limits. The survey shall include, as a minimum, edge of existing road paving, all turning radii, pavement expansion joints, driveways, topographic utility information including manholes, inlets, storm drainage and sewer lines, water lines, fire plugs, power line poles, telephone poles, light poles, monuments, sidewalks and ramps, service poles, pavement markings, signs indicating type and size and pertinent vegetation, shrubs and trees. Surveyor shall obtain and identify on the base map existing underground utilities within the survey limits and provide clearances of any overhead lines crossing within the survey limits.
4. Provide elevations based on assumed benchmark along medians located within the survey limits.
5. Set and station a baseline at 100-foot intervals, including all P.I.'s, P.C.'s and P.T.'s. and establish project benchmarks, as referenced to 1973 adjustments, if within 2000 feet.
6. Surveyor shall indicate if subject area is located within 100-year flood plain based upon current F.E.M.A. flood maps.
7. Surveyor is to obtain any right of entry needed to do the work.

B. CONSTRUCTION STAKING:

1. One time center line staking of Fry Road.

DELIVERABLES

The surveyor shall:

1. Deliver a listing of all points taken in X, Y and Z coordinate form along with copies of all field data and reference drawings on buried utilities.
2. Prepare final right-of-way and topographic maps showing all the existing features as described herein, at a scale of 1"=20' on a 22"x34" mylar sheet. The drawing shall include professional surveyor seal and dated signature.
3. Provide Microstation® format files containing a plan drawing of the intersection surveyed. The survey information shall be placed in appropriate CADD levels as follows:

8	Expansion joints	1	0	2	17	Text	100	1	1	2
9	Roadway, drives, sidewalks, right-of-way etc.	1	0	2	18	Text	100	1	1	3
10	Striping (traffic markings, arrows and words)	1	0	10	19	Text	100	1	1	124
11	Utilities & easement (storm, sanitary, water, gas, telephone, catv, pipelines, electrical, etc.)	1	-	-	20	Text	100	1	1	6
12	Miscellaneous topo (Landscape, Shrubs, trees, monuments, etc.)	1	0	-	21	Text	100	1	1	4
13	Traffic signs	1	-	4	22	Text	100	1	1	2
14	Signal poles & hardware	1	0	2	23	Text	100	1	1	13
15	Loop detectors (if any)	1	0	5	24	Text	100	1	1	1
16	Aerial/Overhead cables	0	0	1						
17-24	Text	0	0	0						

All linear items such as edge of roadway, medians, sidewalks, utilities, etc. shall be connected to indicate a line. All text on drawing shall be clear and shall not interfere with other text or lines when all levels are displayed.

ATTACHMENT "C"

TEDSI INFRASTRUCTURE GROUP
CORPORATE BILLING RATES

Effective January 1, 2008 through December 31, 2008

CLASSIFICATION	BILLING RATE
Principal Project Manager	\$206.67
Sr. Project Manager	\$187.30
Project Manager	\$156.59
Project Designer	\$122.85
Engineering Designer	\$ 92.11
CADD Technician	\$ 88.74
Engineering Assistant	\$ 76.76
Project Administrator	\$ 80.60
Clerical	\$ 72.16
Reproduction:	Actual Cost + 10%
Mileage:	\$0.44/mile



19500 Park Row, Suite 100 • Houston, Texas 77064
P.O. Box 219315 • Houston, Texas 77218
Phone (281) 579-7300 • Fax (281) 828-0055

ATTACHMENT "D"

July 30, 2008

TEDSI Infrastructure Group
10260 Westheimer, Suite 460
Houston, Texas 77042

Attention: Zameer Ahmed, P.E.

Phone: 713-975-8337 Fax: 713-975-7194 Email: zahmed@tedsi.com

RE: Intersection of Fry Road at State Highway 99, Fort Bend County, Texas.

Dear Mr. Ahmed;

Per your recent request, Weisser Engineering Company is pleased to propose the following professional services and related fees for the above-described property:

A. TOPOGRAPHIC SURVEY:

1. Identify relevant topographic information at the following locations:

Fry Road Median:

Fry Road is to be surveyed a distance of 1000 feet from the intersection of SH 99 southbound ramp. Construction of Fry Road will be limited to the center median. Detailed survey will be limited to the face of curb along the south and north side of Fry Road. No landscaping or utilities that are south of the southern curbing and north of northern curbing will be surveyed. If a utility or a storm sewer crosses the road then it is expected that the line be located horizontally and the inverts of the storm sewer be picked up for design purposes.

2. Conduct necessary abstract research to the extent necessary to perform the services herein provided and to recover original survey corners, rights-of-way (ROW), property corners and to establish baselines, which will tie in all of the recovered points and monuments to the baseline of the project. Where practical, the baseline would be set parallel to the existing right-of-way line on the centerline of the ROW, or at a convenient offset. This line shall remain to be used as construction control barring any unforeseen construction activity during interim period.
3. Perform all field surveys, which are necessary to locate all existing improvements within the existing ROW. The survey shall include, as a minimum, the location of all the ROW and corner cuts, edge of existing road paving, all turning radii, pavement expansion joints, driveways, topographic utility information including manholes, inlets, storm drainage and sewer lines, water lines, fire plugs, power line poles, telephone poles, light poles, monuments, sidewalks and ramps, service poles, pavement markings, signs indicating type and size and pertinent vegetation, shrubs and trees. Surveyor shall obtain and identify on the base map existing underground utilities within the survey limits.
4. Provide elevations based on project benchmark along curb returns and sidewalks at the quadrants of the intersection. Provide elevations along medians located at the intersections.

5. Set and station a baseline at 100-foot intervals, including all P.I.'s, P.C.'s and P.T.'s, and establish project benchmarks, as referenced to 1973 adjustments, if within 2000 feet.
6. Surveyor shall indicate if subject area is located within 100-year flood plain based upon current F.E.M.A. flood maps.
7. Surveyor is to obtain any right of entry needed to do the work.

COST: \$5,500.00 (non-taxable)

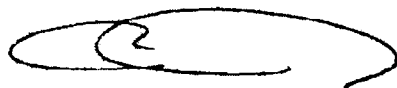
B. CONSTRUCTION STAKING:

1. One time center line staking of Fry Road.

COST: \$1,400.00 (non-taxable)

We appreciate the opportunity to provide this proposal. If this proposal is acceptable, please execute and return one (1) copy to our office. If you have any questions or comments, please do not hesitate to call.

Sincerely,
Weisser Engineering Company



Walter P. Sass, R.P.L.S.

I hereby accept the above stated proposal and authorize Weisser Engineering Company to perform the above surveying services. I agree to provide payment for said services within thirty (30) days following the date of transmittal or at closing, whichever occurs first.

Signature

Printed Name

Date

WPS/srb



LABORATORIES, INC.
Geotechnical & Materials Engineers

ATTACHMENT "E"

Tedsi Infrastructure Group
10260 Westheimer, Suite 460
Houston, TX 77042

September 24, 2008

Attention: Mr. Zameer Ahmed, P.E.

Reference: Proposal for Geotechnical Engineering Study
And Materials Testing Services for
Proposed Left Turn Lane Extension on Fry Road
Fort Bend County, Texas
QCL No.: 38011

Dear Mr. Ahmed,

QC Laboratories is pleased to submit this proposal to provide Geotechnical Engineering Services for the project referenced above. This proposal has been prepared in general accordance with the Request for Proposal on September 9, 2008.

Project Description

The site is located along Fry Road between SH 99 and Seven Meadows in Fort Bend County, Texas. We assume that the site will be accessible with our truck mounted drilling rig at the time of drilling.

GEOTECHNICAL SERVICES

Purpose and Scope Of Services

The purpose of the investigation will be to gather and analyze site-specific field and laboratory data and use this data to develop recommendations for foundation design and pavement thickness selection.

The scope of services to accomplish this purpose will include:

Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. We will drill and sample three (3) soil borings to a depth of 10 feet each in the extension footprint.

Houston
10910 Northwest Freeway
Houston, Texas 77062
Tel: 713-695-1133
Fax: 713-695-0805

League City
300 Hobbs Road, Suite 200
League City, Texas 77571
Tel: 281-332-8376
Fax: 281-332-4539

qc-lab.com

Soil samples will be obtained continuously to a depth of 10 feet. Soil samples will be evaluated in the field using a pocket Penetrometer and or a SPT blow count depending on the soil type.

Drilling will be performed by, our truck-mounted rig or trailer mounted rig depending on the site conditions. Depth of groundwater table will be observed during drilling and after completion of drilling where applicable.

Laboratory Testing: The engineering properties of selected soil samples would be determined by our A2LA Accredited Geotechnical laboratory. Laboratory tests may include but not limited to Moisture Content, Density, Sieve Analysis (#200 Sieve), Atterberg Limit, Triaxial Shear and Unconfined Compression Tests.

Engineering Analysis and Report: The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the investigation, along with conclusions and recommendations, will be reported in an engineering report prepared under the supervision of a Texas Professional Engineer.

The results of the study will be presented in a report that will include the following:

- Logs of Borings, Boring Site Plan, water level readings and laboratory test results,
- Comments concerning anticipated construction issues,
- Recommendations regarding site preparation and fill material selection and placement,
- Recommendations for paving thickness and
- Recommendations for soil subgrade preparation and treatment.

Geotechnical Fees

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is \$2,350. This lump sum fee assumes that the site is accessible to our truck or trailer mounted drill rig field exploration equipment. An additional charge will apply if boring locations are not accessible and any special equipment will need to be used

Geotechnical Schedule

The Geotechnical Investigation work for field exploration (Drilling and Sampling) will be completed within approximately one (1)-week after authorization (barring inclement weather

conditions). Laboratory Testing will be completed approximately one (1) week after completion of drilling. A completed geotechnical report will be submitted 3 to 4 weeks after authorization.

Geotechnical Procedures

Included with this proposal is a copy of the QC Laboratories, Inc. *Standard Procedures for Soil Borings* (dated August 1, 2008). The procedure provides general information on geotechnical investigation techniques.

CONSTRUCTION MATERIALS SERVICES

Scope of Services

The actual scope of services will be based on the project specifications and the specific needs of the client. Based on the information currently available to us we anticipate the following services will be provided:

Earthwork Inspection and Testing

- The technician will obtain representative samples of the subgrade, stabilized subgrade, and select fill materials. The samples will be delivered to our laboratory facility for testing. Laboratory testing will include Moisture/Density Relationships, Atterberg Limit (PI) determinations, and #200 Sieve Analysis.
- The technician will observe the contractor proof-rolling activities to detect any weak or soft areas in the subgrade soils.
- The technician will perform in-place soil compaction tests at the frequency required by the project specifications to determine moisture content and degree of field compaction

Concrete Inspection and Testing

- The on-site technician will monitor the concrete temperature, ambient temperature, mixing time and placement. The technician will also sample concrete at the frequency specified in the project specifications. Detailed information regarding location of the placement, date of the placement and concrete mixture strength requirement will be documented in the field report.
- The concrete specimens will be delivered to the laboratory where they will be permanently identified and placed in a moist curing environment. The cylinders will be tested for compressive strength at the designated test age. At each test age, a report will be issued that includes the results of the field and laboratory testing as well as, any pertinent observations

made during the concrete placement

Budget Estimate

Based on the information currently available we have made an estimate of the total inspection and testing cost. The estimate is enclosed and provides a breakdown of each of the services. The actual cost will be dependent on the construction schedule used by the contractor and the efficiency of the construction effort.

The total estimated cost is \$2,528. Please keep in mind this is only an estimate and you will be invoiced for the actual services requested by you or your representative at the unit rates in this proposal.

If there is a needed service that has not been included in the estimate we can modify the proposal. Additionally, if there is a difference between your anticipated budget and what we have proposed, please contact us so we can work with you to optimize your quality budget.

Unit Pricing

Included are the unit prices for the services we anticipate with this project. These unit prices were also used to develop the enclosed budget estimate.

Laboratory Services

Moisture Density Relationship of Soils	135.00	Each
Atterberg Limits (LL, PL, PI) - (ASTM D-4318)	40.00	Each
Minus #200 Sieve Analysis (ASTM C-1140)	45.00	Each
Compressive Strength Test (ASTM C-39)	13.50	Each

Personnel and Equipment Costs

Engineering Technician for Concrete and Soil Services.	40.00	Hour
Certified Welding Inspector (CWI)	65.00	Hour
Project Manager	60.00	Hour
Nuclear Density Gauge for Soils or Asphalt Testing	45.00	Day
Truck Transportation	55.00	Day

Proposal Acceptance

Attached to this Proposal is our standard *Agreement for Geotechnical and Geo-Environmental Services* (dated August 1, 2008). This Agreement must be signed and returned us before services are scheduled. This proposal is made part of the Agreement and is Exhibit A to the Agreement.

Payment may be made by check or credit card (Visa, MasterCard, American Express or Discover); however, there is a 3 % surcharge if payment is made using a credit card.

We appreciate the opportunity to submit this proposal and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

QC Laboratories, Inc.



Ray Meyer
Director of Geotechnical Services

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

§

§

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and TEDSI Infrastructure Group, hereinafter referred to as "Engineer," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires the Engineer to perform professional engineering services to provide a traffic signal design for the intersection of Fry Road at Seven Meadows Parkway within Fort Bend County, Texas, hereinafter referred to as the "Project;" and

WHEREAS, the Engineer represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

The Engineer agrees to perform professional engineering design services in connection with the Project as stated herein and for having rendered such services, the County agrees to pay to the Engineer compensation as stated herein.

SECTION II CHARACTER AND EXTENT OF SERVICES

- 2.01 See Attachment A, A-1, B and C proposals from Engineer, incorporated by reference herein as if set forth verbatim.
- 2.02 Engineer agrees to complete the services called for in Attachments A, A-1, B, and C within forty-five (45) calendar days from the date of this Agreement.

SECTION III THE CONTRACTOR'S COMPENSATION

- 3.01 For and in consideration of the services rendered by the Engineer, and subject to the limit of appropriation under Section VII, County shall pay to the Engineer an amount not to exceed \$39,720.00, including expenses.
- 3.02 Engineer shall submit invoices to County and County shall pay each statement within thirty (30) days after the County Engineer's written approval provided however, that the approval or payment of any statement shall not be considered to be conclusive evidence

of performance by the Engineer to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

- 3.03 Engineer's expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance phone calls, photography, permits, fees, special handling or delivery, mileage and travel (if necessary) are to be considered incidental to the work included in attachment "A" and will not be reimbursed.
- 3.04 Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as lump sum amount not to exceed \$24,850.00.

Task A: Traffic Signal Design Phase

<i>Basic Fee Breakdown</i>	<i>Package</i>
Design Phase (80%)	\$ 14,800.00
Contract Phase (5%)	925.00
Construction Phase (15%)	<u>2,775.00</u>
Total Task A	\$ 18,500.00

Task B: Traffic Study

Total Task B	\$ 6,350.00
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- 3.05 Compensation for the performance of services with the Scope of Services described in Attachment A-1 will be paid on an hourly basis not to exceed \$7,500.00. Hourly rates shall be in accordance with the rate schedule shown in attachment C only for work authorized in writing prior to being performed and only for such work as was actually performed, etc.
- 3.06 Compensation for the services with the Scope of Services described in Attachment B will be paid at a lump sum fee of \$7,370.00.
- 3.07 Issuance of a purchase order will be considered as a notice to proceed and authorization for the work described in Attachment A, A1, B and C.
- 3.08 All performance of the additional services including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County.

**SECTION IV
TERMINATION**

- 4.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Engineer.
- 4.02 Upon receipt of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 4.04 The County shall then pay the Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and

if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V PROFESSIONAL LIABILITY INSURANCE

Engineer shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or reduce the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION VI NOTICE

- 6.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Engineer at the addresses set forth below.
- 6.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 6.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Engineer:

TEDSI Infrastructure Group
10260 Westheimer, Suite 460
Houston, Texas 77042

B. If to the County notice must be sent to both the Fort Bend County Purchasing Agent and County Engineer:

Gilbert D. Jalomo, Jr.
Fort Bend County Purchasing Dept.
4520 Reading Rd., Suite A
Rosenberg, Texas 77471

D. Jesse Hegemier
Fort Bend County Engineer
1124 Blume Road
P.O. Box 1449
Rosenberg, Texas 77471

- 6.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VII LIMIT OF APPROPRIATION

- 7.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$39,720.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 7.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$39,720.00 for described scope of work in Attachment A and A-1, B and C.

SECTION VIII SUCCESSORS AND ASSIGNS

- 8.01 County and Engineer 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 such other party, in respect to all covenants of this Agreement.
- 8.02 Neither County nor Engineer shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 8.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION IX PUBLIC CONTACT

- 9.01 Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 9.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION X COMPLIANCE AND STANDARDS

Engineer shall render the services hereunder in accordance with generally accepted standards of Engineer's practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Engineer's performance.

SECTION XI
OWNERSHIP OF DOCUMENTS

- 11.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Engineer and his Engineer's (deliverables).
- 11.02 No reuse fees or royalty payments will be paid to the Engineer in connection with future reuse or adaptation of designs derived under this contract.
- 11.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 11.04 Engineer is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 11.05 The documents referenced in this Section are not intended or presented by the Engineer to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 11.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XII
INDEMNIFICATION

- 12.01 ENGINEER SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE ENGINEER, ITS AGENTS, ENGINEER'S OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE ENGINEER OR ANY OF ENGINEER'S AGENTS, SERVANTS OR EMPLOYEES.
- 12.02 ENGINEER SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH NEGLIGENT ACTS, ERRORS OR OMISSIONS BY THE ENGINEER, ITS AGENTS, ENGINEERS OR EMPLOYEES.

SECTION XIII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIV
MISCELLANEOUS

- 14.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 14.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 14.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 14.04 If there is a conflict between this Agreement and Attachment A, A-1, B and C, the provisions of this Agreement shall prevail.

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SECTION XV
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

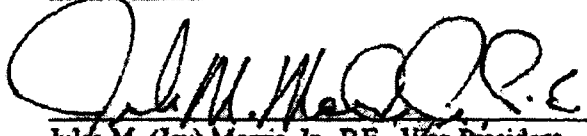

Robert E. Hebert, County Judge

2/26/08
Date

Attest:


Dianne Wilson, County Clerk

ENGINEER:


Jules M. (Jay) Morris, Jr., P.E., Vice President
TEDSI Infrastructure Group

2/20/08
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$39,720.00 to accomplish and pay the obligation of the Fort Bend County under this contract.


Ed Sturdivant, Fort Bend County Auditor

Attachment A, A-1, B and C

ATTACHMENT "A"

SCOPE OF ENGINEERING SERVICES

GENERAL:

The scope of services and associated fees are based on the following: 1) TEDSI Infrastructure Group (TEDSI) will coordinate all of it's work with Fort Bend County Engineering Department, 2) TEDSI will obtain all the necessary base drawings, data and perform all field ties required to provide a base map for the intersection of Fry Road at Seven Meadows Parkway, 3) TEDSI will conduct a Driveway/Median Analysis (HEB and Home Depot - First two driveways on North side and South side of Fry Road West of SH89), 4) TEDSI will prepare a study report containing findings and recommendations, 5) TEDSI will obtain service outlet location and data statement from the power company for the required electrical service, 6) This project will be designed as one complete PS&E deliverable, and 7) Traffic signal design will be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), TxDOT and Fort Bend County Criteria. Of special note - Traffic signal warrant study, Traffic control plans, and Driveway/Median opening improvements as per the study (PS&E) are not part of this scope of services.

Task A - Traffic Signal:

A.1 Traffic Signal Design Phase

1. 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.)
2. 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.
3. Obtain electrical service locations for each intersection from applicable power company.
4. Provide a signing and striping drawing for the subject intersection as per TxDOT standards.
5. Provide traffic signal design drawings for the intersection utilizing TxDOT standard details and specifications.
6. Provide a paving drawing for each intersection showing wheelchair ramps and median nose revisions as needed at each intersection to be in compliance with ADA requirements and TxDOT standards.
7. Provide final construction drawings, details, specifications, and bid items.

8. Submit to Fort Bend County 50% and 90% plans for review and comments prior to submitting final construction package.
9. Provide a preliminary cost estimate for the construction package.

A.2 Contract Phase (Traffic Signal)

1. Assist the County in obtaining bids.
2. Attend pre-bid conferences and prepare addendum's, if needed.
3. Assist in the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

A.3 Construction Phase (Traffic Signal)

1. Attend and assist County in pre-construction conferences.
2. Make periodic visits to determine, in general, if the work is proceeding in accordance with the contract documents.
3. Review shop and working drawings, furnished by contractors, for compliance with design concepts and specifications and with the information given in the contract documents.
4. Review monthly and final estimates on forms provided by the County, for payments to the Contractor.
5. Assist the County in (1) any performance tests required by the specifications, and (2) the initial operation of the Project including initial timing sequence.
6. Participate in company, with the County's representative, in a final inspection of the Project.

Task B – Traffic Study:

B.1 Driveway/Median Analysis (HEB and Home Depot access driveways)

1. Obtain Accident data at these two locations.
2. Conduct 12 hour traffic counts (6:00a.m. to 6:00p.m.) at these two locations.
3. Conduct accessibility and capacity analysis at these two locations.
4. Conduct site inspection for traffic characteristics.
5. Develop findings and recommendations.
6. Provide two Draft Reports and two Final Reports.

ATTACHMENT "A-1" (Revised 2-14-08)

ADDITIONAL SCOPE OF ENGINEERING SERVICES

The Engineer, upon prior written authorization from the County Engineer, shall furnish the following additional services, and the County shall compensate the Engineer therefore as set forth below:

1. Any additional services outside the standard scope of services (as shown in Attachment "A-1"), including supplemental traffic signal timing after signal turn-on, if required, will be compensated hourly as per the fee schedule shown in Attachment "C".
2. Over and above the midblock driveway study (HEB and Home Depot) accounted for within Task B – Traffic Study, two unassociated items will be evaluated upon prior approval and direction from Fort Bend County Engineering. These include the following:
 - a. Consideration towards providing a dual left turn with re-striping of existing pavement from eastbound Fry Road to northbound SH 99 in an effort to reduce congestion.
 - b. Consideration towards providing right turn bays from southbound SH 99 to westbound Fry Road, and/or eastbound Fry Road to southbound SH 99, in an effort to reduce congestion.

Work described above includes necessary traffic data collection, traffic projections to account for future growth, and will be based upon roadway design information for SH 99 and signal timing plans for the SH 99/Fry Road traffic signal. All work will be compensated hourly as per the fee schedule shown in Attachment "C".

The following is a breakdown of additional services:

Signal Timing adjustments subsequent to initial timings, etc.	\$1,000.00
Congestion Study/Mitigation Recommendations	<u>\$6,500.00</u>
TOTAL FOR ALL ADDITIONAL SERVICES	\$7,500.00

It is specifically noted that work identified in item nos. 1&2 above pertains to traffic analysis. In the event that the evaluations recommend improvements, the design of PS&E for said improvements will require future negotiation.

ATTACHMENT "B"
SCOPE OF SURVEYING SERVICES

PURPOSE OF WORK

The purpose of this survey is to identify relevant topographic information at the intersection of: Fry Road at Seven Meadows Parkway in Fort Bend County, Texas. The topographic survey will be used to create base maps, which shall be used as a basis for preparing traffic signal plans and intersection improvements. The field surveying shall be prepared in accordance with generally accepted practices for engineering projects in Fort Bend County. The surveyor is requested to perform the following services:

A. TOPOGRAPHIC SURVEY:

1. Identify relevant topographic information at the above captioned intersection. Each leg of 4-way intersection is to be surveyed a distance of 100 ft. back from the intersection of the two roadway centerlines. The resulting total length of survey for intersection is approximately 400 ft.
2. Conduct necessary abstract research to the extent necessary to perform the services herein provided and to recover original survey corners, rights-of-way (ROW), property corners and to establish baselines, which will tie in all of the recovered points and monuments to the baseline of the project. Where practical, the baseline would be set parallel to the existing right-of-way line on the centerline of the ROW, or at a convenient offset. This line shall remain to be used as construction control barring any unforeseen construction activity during interim period.
3. Perform all field surveys, which are necessary to locate all existing improvements within the existing ROW. The survey shall include, as a minimum, the location of all the ROW and corner cuts, edge of existing road paving, all turning radii, pavement expansion joints, driveways, topographic utility information including manholes, inlets, storm drainage and sewer lines, water lines, fire plugs, power line poles, telephone poles, light poles, monuments, sidewalks and ramps, service poles, pavement markings, signs indicating type and size and pertinent vegetation, shrubs and trees. Surveyor shall obtain and identify on the base map existing underground utilities within the survey limits and provide clearances of any overhead lines crossing within the intersection.

4. Provide elevations based on assumed benchmark along curb returns and sidewalks at the quadrants of the intersections. Provide elevations along medians located at the intersections.
5. Set and station a baseline at 100-foot intervals, including all P.I.'s, P.C.'s and P.T.'s. and establish project benchmarks, as referenced to 1973 adjustments, if within 2000 feet.
6. Surveyor shall indicate if subject area is located within 100-year flood plain based upon current F.E.M.A. flood maps.

B. CONSTRUCTION STAKING:

1. Re-establish transit lines and benchmarks as required for the traffic signal contractor to proceed with their own construction staking.
2. Stake location of all proposed traffic signal poles, pedestrian poles, controller foundation, wheelchair ramps and rights-of-way corners at the intersection.

DELIVERABLES

The surveyor shall:

1. Deliver a listing of all points taken in X, Y and Z coordinate form along with copies of all field data and reference drawings on buried utilities.
2. Prepare final right-of-way and topographic maps showing all the existing features as described herein, at a scale of 1"=20' on a 24"x36" mylar sheet. The drawing shall include professional surveyor seal and dated signature.
3. Provide Microstation® format files containing a plan drawing of the intersection surveyed. The survey information shall be placed in appropriate CADD levels as follows:

8	Expansion joints	1	0	2	17	Text	100	1	1	2
9	Roadway, drives, sidewalks, right-of-way etc.	1	0	2	18	Text	100	1	1	3
10	Striping (traffic markings, arrows and words)	1	0	10	19	Text	100	1	1	124
11	Utilities & easement (storm, sanitary, water, gas, telephone, catv, pipelines, electrical, etc.)	1	-	-	20	Text	100	1	1	6
12	Miscellaneous topo (Landscape, Shrubs, trees, monuments, etc.)	1	0	-	21	Text	100	1	1	4
13	Traffic signs	1	-	4	22	Text	100	1	1	2
14	Signal poles & hardware	1	0	2	23	Text	100	1	1	13
15	Loop detectors (if any)	1	0	5	24	Text	100	1	1	1
16	Aerial/Overhead cables	0	0	1						
17-24	Text	0	0	0						

All linear items such as edge of roadway, medians, sidewalks, utilities, etc. shall be connected to indicate a line. All text on drawing shall be clear and shall not interfere with other text or lines when all levels are displayed.

ATTACHMENT "C"

**TEDSI INFRASTRUCTURE GROUP
CORPORATE BILLING RATES**

Effective January 1, 2008 through December 31, 2008

CLASSIFICATION	BILLING RATE
Principal Project Manager	\$206.67
Sr. Project Manager	\$187.30
Project Manager	\$156.59
Project Designer	\$122.85
Engineering Designer	\$ 92.11
CADD Technician	\$ 88.74
Engineering Assistant	\$ 76.76
Project Administrator	\$ 80.60
Clerical	\$ 72.16
Reproduction:	Actual Cost + 10%
Mileage:	\$0.44/mile

EXHIBIT B

ATTACHMENT "A"

SCOPE OF ENGINEERING SERVICES

GENERAL:

The work scope contained herein has been made necessary due to the construction of a new traffic signal along Fry Road at the private driveways which serve Home Depot, etc. to the north, and HEB, etc. to the south. Currently the traffic conditions along Fry Road between SH 99 and Seven Meadows are of a poor nature, particularly during morning and evening peak periods. The express intent of this work scope is to optimize these traffic signals along Fry Road to provide desirable progression for both peak and off-peak durations.

TASK A – TRAFFIC SIGNAL TIMING/OPTIMIZATION:

TEDSI shall perform services as listed to conduct complete weekday and weekend traffic signal timing services at the following signalized intersections:

1. Fry Road at Seven Meadows Parkway
2. Fry Road at HEB/Home Depot Driveway

A.1 Project Coordination

TEDSI shall coordinate with TxDOT and Fort Bend County for the signal system being coordinated as required by this project.

A.2 Timing Plan Generation

TEDSI will perform Synchro optimization analysis using current traffic volumes as measured by both Fort Bend County to determine the best cycle length for the weekday regular AM, noon, PM periods, and weekend peak periods. The Engineer will generate the time-space diagrams for the regular weekday AM, Noon, and PM periods as well as the weekend peak periods (both Saturday and Sunday) for Fry Road.

A.3 Preliminary Report

TEDSI shall summarize the data collection and timing plan generation results in a Preliminary Report and submit this report to Fort Bend County for review. The Engineer will submit one (1) copy of the signal timing plans - splits and offsets - in a tabular form and also one (1) set of time-space diagrams for the signal system for each peak period to the County. The Preliminary Report may be submitted as a hardcopy. Alternatively, the Preliminary Report may be submitted by e-mail in PDF format.

A.4 Implementation

Once the optimized signal timing plans have been reviewed and approved by Fort Bend County, TEDSI will implement new timings in the field for the 2 intersections along Fry Road, make any

appropriate recommendations and respond to questions. When the new timing plans are operational, TEDSI will provide qualified engineers for minor on-site fine-tuning assistance, up to 2 separate site visits. During the course of this assistance, the engineers will observe the actual operation of the new timing plans and recommend minor field adjustments to improve traffic operations.

Any improvements to the SH 99 traffic signal operations required to enhance traffic operations on Fry Road shall be provided by TxDOT.

After field implementation of the timing, along with possible fine tuning, TEDSI shall submit:

1. Two hard copies of the Final Report incorporating any necessary revisions due to review comments from the County;
2. One CD-ROM containing the final report, all technical data, including Synchro runs.

TASK B – FURTHER ENGINEERING RECOMMENDATIONS

After the optimized signal timing plans have been loaded into the signal controllers at the 3 prescribed locations and any minor fine tuning (as necessary) has been accomplished, TEDSI will remain actively engaged with this project in the event that further enhancements are required to best increase the efficiency of traffic progression along Fry Road. Such enhancements may include concepts such as:

1. Modification to the newly constructed traffic signal at the HEB/Home Depot driveway (several deficiencies have already been observed).
2. Internal traffic circulation improvements at and adjacent to the traffic signalized intersection of the HEB/Home Depot driveway. Certain improvements, particularly within the HEB, etc. parking area are anticipated in order to maximize the efficiency and through-put of the new traffic signal.
3. Further improvements to Fry Road between SH 99 and Seven Meadows.

Any such appropriate recommendations will be coordinated with both Fort Bend County Engineering and Fort Bend County Road and Bridge Departments. This work scope will provide for a text narrative write-up, along with diagrams to illustrate the improvements as necessary. However, should detailed PS&E engineering drawings be necessary to facilitate the recommendations, this will require additional work scope and fee accordingly.

Attachment B
 Fee Schedule/Budget
 Method of Pay: Specified Rate

Traffic Signal Timing - Fry Road at both Seven Meadows and HEB Driveway Signalized Intersections

Classification	Project Manager	Project Designer	Engr Designer	CADD Tech	Engr Assistant	Project Admin	Total Man-Hours	Cost
Direct Labor Rate	\$156.59	\$122.85	\$92.11	\$88.74	\$76.76	\$80.60		
TASK								
Project Administration	1					2	3	\$317.79
Observe Traffic Operations, Field Meeting, Inventory & Pictures		4	4		4		12	\$1,166.88
Perform Simulation & Optimization Timing Analysis	1	8	8		6		23	\$2,336.83
Submit Signal Timing Plans to FBC for Review & Comments		2				1	3	\$326.30
Field Implementation of Signal Timing into Controllers + Fine Tuning		12	12				24	\$2,579.52
Submit Final Report and All Required Deliverables			2		4		6	\$491.26
Further Engineering Recommendations		2		4	2		8	\$754.18
Total Man-Hours	2	28	26	4	16	3	79	
Percent of Total Labor	2.53%	35.44%	32.91%	5.06%	20.25%	3.80%	100.00%	
Total Cost								\$7,972.76

Reimbursable Costs	Units	Cost
Vehicle Mileage @ Current State Rate (\$0.50/mi)	200 mile	\$100.00
Toll Charges @ \$1.50/ea (Receipt Required)	20 each	\$30.00
Photocopies B/W (8X10) @ \$0.10/ea.	200 each	\$20.00
Photocopies Color (8X10) @ \$1.00/ea.	50 each	\$50.00
Deliveries/Overnight Mail - Oversized Box @ \$30/ea. (Receipt Required)	2 each	\$60.00
Total Reimbursable Cost		\$260.00
Total Labor & Reimbursable Costs		\$8,232.76