

STATE OF TEXAS           §  
                                      §  
 COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
 TRAFFIC SIGNALIZATION DESIGN

**THIS AGREEMENT** 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 proposes to improve the traffic signalization at the intersection of Cinco Ranch Blvd. at Cinco Crossing, Greatwood Parkway at Sansbury Blvd., Fry Road at Cinco Crossing, and Cinco Ranch Blvd. at Katy-Gaston Road, located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE; and,

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

SECTION I  
 SCOPE OF AGREEMENT

- 1.01 Engineer shall render professional services to County as described in Attachment A-1, A-2, and Attachment B, Engineer's revised proposal dated October 16, 2012, and as described in each executed Work Authorization, a sample of which is attached as Attachment B.
- 1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.
- 1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform County whenever defects and deficiencies in the completed service are observed, or when

any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

- 1.04 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.
- 1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

## SECTION II THE ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed \$139,030.00, including all reimbursable expenses.
- 2.02 Engineer's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance photography, permits, fees, special handling or delivery, mileage and travel (if necessary) shall be reimbursed at cost upon submission of properly submitted expense records to County.
- 2.03 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.
- 2.04 Engineer shall not provide any services under this Agreement until authorized by County in writing.
- 2.05 Engineer shall submit invoices to County as detailed in Section 2.06 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- 2.06 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete for the Schedule of Values describing the tasks performed in all applicable Work Authorizations in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

## SECTION III TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before December 30, 2012, or as directed by the County Engineer.
- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.

- 3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

#### SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.
- 4.02 Upon receipt of such termination notice, 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, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Engineer that proportion of 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 and reports of any kind 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 INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

#### SECTION VI OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.
- 6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.
- 6.04 County shall also be the owner of all intellectual property rights of the services rendered

hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a “work for hire” as the term is used in the federal Copyright Act. Moreover, Engineer’s worldwide right, title and interest in and to such work product and all rights of copyright therein.

- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County’s consent and shall remain in the sole and exclusive properties of County.

## SECTION VII PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County’s approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

## SECTION VIII ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

## SECTION IX ENGINEER’S INSURANCE REQUIREMENTS

- 9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 9.02 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A- 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:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
  - B. Commercial General Liability Insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
    - \$1,000,000 general aggregate limit
    - \$325,000 each occurrence, combined single limit
    - \$325,000 aggregate Products, combined single limit
    - \$325,000 aggregate Personal Injury/Advertising Liability
    - \$50,000 Fire Legal Liability
    - \$5,000 Premises Medical
  - C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - D. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.
- 9.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

#### SECTION X INDEMNIFICATION

- 10.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.
- 10.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Engineer in the defense of each matter.
- 10.03 County shall timely forward to ENGINEER copies of any and all claims, demands, suits,

actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.

- 10.04 ENGINEER'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 10.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Engineer, Engineer shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.
- 10.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 10.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 10.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 10.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Engineer to perform the work described in this Agreement.
- 10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.
- 10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.
- 10.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

## SECTION XI DISPUTE RESOLUTION

- 11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.
- 11.02 In the event County or Engineer desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to

resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.

- 11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

## XII NOTICE

- 12.01 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 County or Engineer at the addresses set forth below.
- 12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
  - A. If to Engineer: TEDSI Infrastructure Group  
10260 Westheimer, Suite 460  
Houston, Texas 77042  
Attn: Jules M. Morris, Jr., P.E.
  - B. If to County notice must be sent to the County Project Manager:  
  
Richard W. Stolleis, P.E.  
County Engineer  
1124-52 Blume Road  
Rosenberg, Texas 77471
- 12.03 Either party may designate a different address by giving the other party ten (10) days written notice.

## SECTION XIII REPORTS OF ACCIDENTS

- 13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

## SECTION XIV WORK AUTHORIZATIONS

- 14.01 County will issue Work Authorizations using the form included in Attachment B-1 to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt.

Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.

- 14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.
- 14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.
- 14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A-1, A-2, and B.
- 14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.
- 14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A-1, A-2 and B; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.
- 14.08 County will not pay any items of cost that are not included in an executed Work Authorization.
- 14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- 14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.
- 14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization, attached hereto as Attachment B-2. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the



total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.

- 14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Authorization, a sample of which is attached as Attachment B-2.
- 14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.
- 14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A-1, A-2 and B.
- 14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.
- 14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

## SECTION XV LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

## SECTION XVI LIMIT OF APPROPRIATION

- 16.01 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 Agreement, that County shall have available the total maximum sum of \$139,030.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, 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 \$139,030.00 for described scope of services in all executed Work Authorizations.

#### SECTION XVII SUCCESSORS AND ASSIGNS

- 17.01 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.
- 17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

#### SECTION XVIII PUBLIC CONTACT

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

#### SECTION XIX 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 XX MISCELLANEOUS

- 20.01 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.
- 20.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 20.03 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.
- 20.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- 20.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

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

SECTION XXI  
APPENDICES

The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A	Scope of Engineering Services
Attachment A-2	Additional Scope of Engineering Services
Attachment B	Scope of Surveying Services
Attachment B-1	Sample Work Authorization
Attachment B-2	Supplemental Work Authorization
Attachment C	Summary of Compensation

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SECTION XXII  
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert  
Robert E. Hebert, County Judge

11-6-2012  
Date

Attest: Dianne Wilson  
Dianne Wilson, County Clerk

Approved COUNTY PROJECT MANAGER

Richard W. Stolleis  
Richard W. Stolleis, P.E., Fort Bend County Engineer

ENGINEER/TEDSI INFRASTRUCTURE GROUP

Jules M. Morris Jr.  
Signature

11/6/12  
Date

Printed Name: Jules M. Morris Jr., P.E.

Title: Vice President

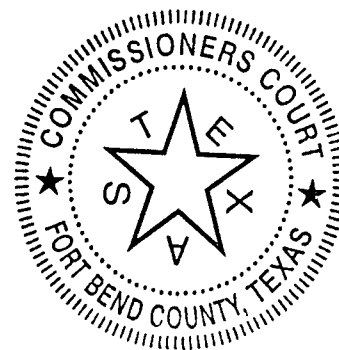
Attest:

MER:TEDSI .Traffic signalization.AGR.3655

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$139,030.<sup>00</sup> to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant  
Ed Sturdivant, Fort Bend County Auditor



## **ATTACHMENT A-1 SCOPE OF ENGINEERING SERVICES**

### **GENERAL:**

Traffic Signal Design Services will be provided at the following 4 locations:

1. Cinco Ranch Blvd at Cinco Crossing
2. Greatwood Parkway at Sansbury Blvd
3. Fry Road at Cinco Crossing
4. Cinco Ranch Blvd at Katy-Gaston Road

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, 3) This project will be designed as four (4) separate complete PS&E deliverables, and 4) 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 and drilled shaft foundation design is not part of this scope of services.

### **PHASE I – 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 a signing and striping drawing for the subject intersection as per TxDOT standards.
- E. Provide traffic signal design drawings for the intersection utilizing TxDOT standard details and specifications.
- F. 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.
- G. TxDOT signal standards will be used to design traffic signal foundations.
- H. Provide final construction drawings, details, specifications, and bid items.
- I. Provide a preliminary cost estimate for the construction package.
- J. Provide initial timing for the traffic signal. *Please note that this scope does not include adjustment to initial timings after signal turn-on*

#### ***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 (FBC)

**Deliverables: Base Plans**

- i. Five (5) – 11"x17" paper copy (3- FBC Engineering, 2-FBC Road & Bridge)
- ii. One 11"x17" PDF (1- FBC Engineering)

**Task 2: Utility Documentation**

- a. Show existing utility information on existing and proposed signal plans.
- b. Identify utility conflicts and coordinate with FBC for insufficient utility information.
- c. Coordinate pole locations with Fort Bend County (FBC)

**Task 3: Preliminary (75%) Plan Preparation**

- a. Develop traffic signal layouts including wiring, notes, quantities, interconnect (Spread Spectrum Radio), utility information, ROW and additional ROW requirements, signing and striping and ADA ramps.
- b. Coordinate pole locations with Fort Bend County (FBC)
- c. Prepare Draft bid proposal document.

**Deliverables: Preliminary (75%) Plans**

- i. Five (5) – 11"x17" paper copy (3 FBC Engineering, 2 FBC Road & Bridge)
- ii. One 11"x17" PDF (FBC Engineering)
- iii. One electronic bid quantities proposal form (PDF)
- iv. Draft project proposal including special specifications, special Provisions and Notice to Bidders.
- v. List of standard detail Drawings

**Task 4: Utility Coordination**

- a. Coordinate with FBC to resolve utility conflict issues.
- b. Staking proposed foundation locations in the field prior to utility coordination field review.
- c. Plan revisions to avoid utility conflicts.
- d. 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 proposal. Coordinate with FBC to obtain final bid proposal front end documents.
- d. Coordinate pole locations with Fort Bend County (FBC).
- e. Attend any meetings and provide electronic files.

**Deliverables: Final Plan and Proposal Preparation**

- i. Signed and sealed Five (5) – 11"x17" paper copies of signal plans (3- FBC Engineering, 2-FBC Road & Bridge)
- ii. 11"x17" PDF of final signal plans (1- FBC Engineering)
- iii. One (1) Electronic files for signal plans (CD).
- iv. Final electronic bid proposal document including supporting documents (PDF) and editable electronic files of the same.
- v. One 8 1/2"x11" paper copy of cost estimate.
- vi. List of standard detail Drawings

**PHASE 2: CONTRACT PHASE SERVICES**

- A. Assist the County in obtaining bids.
- B. Attend pre-bid conferences and prepare addendums, if needed.
- C. Assist in the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

**PHASE 3 – CONSTRUCTION PHASE SERVICES**

- A. Attend and assist County in pre-construction conferences.
- B. Make periodic visits to determine, in general, if the work is proceeding in accordance with the contract documents.
- C. Review shop and working drawings, furnished by contractors, for compliance with design concepts and specifications and with the information given in the contract documents.
- D. Review monthly and final estimates on forms provided by the County, for payments to the Contractor.
- E. Assist in reviewing change order pricing and quantities.

**COMPENSATION FOR BASIC SERVICES (4 intersections – TEDSI)**

<b>WORK TASK - BASIC SERVICES</b>	<b>TASK COST</b>	<b>%</b>
Task 1 - Base Plan Preparation & Deliverables	\$25,042.50	35%
Task 2 - Utility Coordination	\$3,577.50	5%
Task 3 - Preliminary (75%) Plan Preparation & Deliverables	\$14,310.00	20%
Task 4 - Utility Coordination	\$3,577.50	5%
Task 5 - Final Plan and Proposal Preparation & Deliverables	\$10,732.50	15%
Task 6 - Contract Phase	\$3,577.50	5%
Task 7 - Construction Phase	\$10,732.50	15%
<b>TOTAL</b>	<b>\$71,550.00</b>	<b>100%</b>
<b>Reimbursables &amp; Expenses</b>	\$1,025.00	
<b>TOTAL REIMBURSABLES &amp; EXPENSES</b>	<b>\$1,025.00</b>	
<b>TOTAL ENGINEERING FEE</b>	<b>\$72,575.00</b>	



**ATTACHMENT A-2  
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. The following is a breakdown of additional services:

**Task 1:**

Traffic control Drawings for paving within each intersection.

**Task 2:**

Changes in drawings and specifications requested by County outside the scope of basic services.

**Task 3:**

Signal Timing adjustments subsequent to initial timings, etc.

**Task 4:**

A set of 3 mil mylar reproducible record drawings showing changes made during construction based on change orders, marked up prints, drawings and other data furnished by the Contractor to the Engineer. Engineer to furnish electronic copy of graphic files in Microstation format of record drawings and a laminated 11"x17" sheet showing the "signal layout" as constructed. Also included is a copy of the electronic drawings on a CD.

**COMPENSATION FOR ADDITIONAL SERVICES**

<b>WORK TASK - ADDITIONAL SERVICES</b>		<b>Cost</b>	<b>%</b>
Task 1 - Traffic Control		\$10,505.00	44%
Task 2 - Changes to Drawings and/or Specifications		\$4,775.00	20%
Task 3 - Original Drawings in Microstation and 11" x 17"		\$4,297.50	18%
Task 4 - Signal Timing Adjustments after initial plan		\$4,297.50	18%
<b>TOTAL COST</b>		<b>\$23,875.00</b>	<b>100%</b>
<b>Reimbursables &amp; Expenses</b>	<b>Rate</b>	<b>Units</b>	<b>Cost</b>
Mileage	\$0.55	600	\$330.00
Printing 8 1/2" x 11" sheets	\$0.10	350	\$35.00
Printing 11" x 17" sheets	\$0.20	350	\$70.00
Delivery	\$20.00	6	\$120.00
<b>TOTAL REIMBURSABLES &amp; EXPENSES</b>			<b>\$555.00</b>
<b>TOTAL ENGINEERING FEE</b>			<b>\$24,430.00</b>

Any additional services if required, will be compensated at the following rates:

<b>CLASSIFICATION</b>	<b>BASE RATE</b>	<b>MULTIPLIER</b>	<b>BILLING HOURLY RATE</b>
Principal	\$80.90	3.0	\$242.70
Senior Project Manager	\$70.92	3.0	\$212.75
Project Manager	\$66.33	3.0	\$198.99
Traffic Engineer	\$53.45	3.0	\$160.36
Project Designer	\$45.19	3.0	\$135.56
Engineering Designer	\$36.09	3.0	\$108.28
CADD Tech	\$29.76	3.0	\$89.27
Project Administrator	\$31.58	3.0	\$94.74
Clerical	\$28.27	3.0	\$84.82

**Reimbursable Expenses:**

Mileage @ \$0.55 per mile

Printing 8.5" x 11" @ \$ 0.10 sheet

Printing 11" x 17" @ \$ 0.20 sheet

## ATTACHMENT A-3 - HOURLY COST BREAKDOWN ESTIMATE

10/16/12

PROJECT NAME: Cinco Ranch Blvd/Cinco Crossing, Fry Road/Cinco Crossing, Cinco Ranch Blvd/Katy-Gastan Rd, and Greentree Parkway at Sandbury Blvd

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT DESIGNER	ENGINEERING DESIGNER	DESIGN TECHNICIAN	ASSISTANT CLERICAL	TOTAL LABOR HRS	NO OF DAYS	COST
DIRECT LABOR RATE (RATE RATE x TIME MULTIPLIER)	\$144.95	\$102.06	\$175.55	\$168.88	\$80.27	\$64.12			
PERMANENT TRAFFIC SIGNAL DESIGN (TEDSI)									
TASK 1 - BASE PLAN PREPARATION AND DELIVERABLES		6	12	95	122		235	8	\$33,274.05
TASK 2 - UTILITY DOCUMENTATION		3	14		14	1	32	N/A	\$3,820.31
TASK 3 - PRELIMINARY (75%) PLAN PREPARATION AND DELIVERABLES	4	8	14	78	80	1	145	8	\$15,441.70
TASK 4 - UTILITY COORDINATION		8		2	13		23	N/A	\$2,705.66
TASK 5 - FINAL PLAN AND PROSPECT PREPARATION AND DELIVERABLES	8	9	18	88	88	3	196	25	\$11,885.54
TASK 6 - CONTRACT PHASE			14				35	N/A	\$5,544.95
TASK 7 - CONSTRUCTION PHASE		6	30	45		13	94	N/A	\$11,544.13
									\$71,680.33
DESCRIPTION							TOTAL COSTS		
TRAFFIC SIGNAL DESIGN (TEDSI)							\$71,680.33		
DIRECT EXPENSES (TEDSI)									
Reprints @ \$0.50 per copy (750 @ 0.50)							\$412.50		
Printing @ 8 1/2" x 11" @ \$0.10 sheet (2500 @ 0.10)							\$250.00		
Plotting 11" x 17" @ \$0.15 sheet (1000 @ 0.15)							\$150.00		
SubTOTAL DIRECT EXPENSES							\$762.50		
GRAND TOTAL							\$72,442.83		

TEDSI INFRASTRUCTURE GROUP

## **ATTACHMENT B SCOPE OF SURVEYING SERVICES**

### **PURPOSE OF WORK**

The purpose of this survey is to identify relevant topographic information at the 4 intersections within this project. 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. BASIC SERVICES - TOPOGRAPHIC SURVEY:**

1. Perform topographic survey of the project intersections. The survey limits will be within the right-of-way at 200 ft from North, South, East and West from the intersections of right-of-ways. The topographic survey will include the following items:
  - a. Locate ROW based on found monuments and record information. Conduct abstract research to the extent necessary to recover original survey corners, ROW, property corners etc. and to establish baselines. Identify all easements shown on current applicable subdivision plat(s).
  - b. Stake a baseline at 100-foot intervals including all Pls, PCs and PTs. Establish project benchmarks referenced to the North American Vertical Datum (NAVD) 1988, 2001 adjustment. All control points shall be referenced to the Texas Coordinate System North American Datum (NAD) 83. Where practical, the baseline shall be set along the centerline of the existing ROW or at a convenient offset. This line shall remain on the ground (to be used as construction control).
  - c. As a minimum the survey shall include the location of all visible and apparent improvements, including but not limited to roadway edges, medians, expansion joints, driveways, sidewalks, ramps, manholes, storm inlets, culverts, water valves, fire hydrants, overhead power lines and poles, overhead telephone lines and poles, light poles, service poles, fences, property monuments, shrubs, trees, pavement markings, traffic signals, traffic signs (including type and size), and any visible appurtenances to buried lines for sanitary, storm, water, gas, telephone, cable, fiber optic or other communication lines.
  - d. Contact an appropriate One Call Utility Notification Center at least 48 hours before performing the field work. All underground lines marked shall be located and mapped on the survey in accordance with SURVEYOR's best interpretation of markings, and any information voluntarily provided to SURVEYOR by utility companies upon written request. The location of underground sanitary and storm lines will be based on visible and apparent evidence. The location and size of underground water lines will be based on available construction plans. Underground gas, telephone, electrical and communication lines cannot always be detected or located and may not all be shown on

- the survey. Locations shown will be based on utility marking at the time of the survey and compiled maps provided to the SURVEYOR.
- e. Provide elevations based on an assumed benchmark along curb returns and sidewalks at quadrants of the intersection. Provide elevations along medians located at the intersection.
  - f. Provide black line copies of plan view drawings at a scale of 1" = 20' on a 24" x 36" sheet size, half scale drawings on a 11" x 17" sheet size signed and sealed by a Registered RPLS in the State of Texas.
2. Perform sidewalk and ramp survey. Sidewalk and ramp survey data must be sufficient for ramp and push button design including (but not limited to):
    - a. Relative elevations, including at least two horizontal and vertical control points for future layout control for construction staking.
    - b. In the area of the intersection as bounded by the existing stop bar, curb (top back of curb) and gutter (at flow line and at edge) is to be collected through the curves with observation every three feet along the pavement radius arc near existing curb ramps.
    - c. Drainage structures (and any other visible utility appurtenance located in or adjacent to the curb and gutter) near existing ADA ramps must be located because they can affect ramp design.
    - d. If ramps exist enough information must be collected to properly define the existing conditions.
    - e. Both ends of existing sidewalk joints must be mapped to determine limits of sidewalk replacement.
  3. Contact the private agencies that appear to have utility lines or facilities within the project limits. For gas pipelines, request to probe lines. Obtain elevations of all marked pipelines and gathering lines that cross the ROW or lie within the project limits. Provide representative names and numbers.
  4. Provide clearances for overhead lines that are crossing at or near the intersection, and where a conflict could occur with the proposed traffic signal system.
  5. Indicate if project area lies within 100-year flood plain based on current FEMA flood maps.

**A. ADDITIONAL SURVEYING SERVICES (as Authorized by Fort Bend County)**

The following services under are considered additional services and are not part of the basic scope of services:

1. Re-establish transit lines and benchmarks as required for the traffic signal contractor to proceed with their construction staking. Provide construction staking of the following items: control points, signal poles, wheelchair ramps, pedestrian poles, controller foundation and ROW corners at the intersection.
2. Provide abstracting of ownership of property contiguous to the project area.

## 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 two (2) 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® V8 format files containing a plan drawing of the intersection surveyed.

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 or layers are thawed. Additional information is called for in Services of Surveyor and Graphic Standards Microstation Level Map. The survey information shall be placed in appropriate CADD levels as follows:

Level Name	Description	Color	Line Style	Weight
TOP-ROW	Right of Way line work	By Level	By Level	By Level
TOP-ROW-ANNO	Right of Way text	By Level	By Level	By Level
TOP-UTILITY	Utility cells and line work	Varies	Varies	By Level
TOP-UTILITY-ANNO	Utility text	By Level	By Level	By Level
TOP-PAV	Curbs, sidewalks, driveway, edge of pavement, etc.	By Level	Varies	By Level
TOP-PAV-ANNO	Pavement text	By Level	By Level	By Level
TOP-PAV JOINTS	Expansion joints in street paving	By Level	By Level	By Level
TOP-PAV JOINTS-ANNO	Text	By Level	By Level	By Level
TOP-TREES	Trees, bushes, etc.	By Level	Varies	By Level
TOP-TREES-ANNO	Text	By Level	By Level	By Level
TOP-TRAFFIC SIGNS	Traffic sign tics	By Level	By Level	By Level
TOP-TRAFFIC SIGNS-ANNO	Traffic sign annotation	By Level	By Level	By Level
TOP-TRAFFIC SIGNAL	Traffic Signal poles, controllers, pull boxes, etc.	By Level	By Level	By Level
TOP-TRAFFIC SIGNAL-ANNO	Text	By Level	By Level	By Level
TOP-PM	Pavement markings (strips, words, arrows)	Varies	Varies	By Level
TOP-PM-ANNO	Text	By Level	By Level	By Level
TOP-TRAFFIC SIGNAL LOOPS	Traffic signal detector loops in pavement	By Level	By Level	By Level
TOP-AERIAL	Aerial/Overhead cable line work	Varies	Varies	By Level
TOP-AERIAL-ANNO	Text			



TOP-ELEV	Elevation tic and text	By Level	By Level	By Level
TOP-MISC	Topo features that don't fit above	Varies	Varies	By Level
TOP-MISC-ANNO	Text	By Level	By Level	By Level

**COMPENSATION FOR BASIC SURVEYING SERVICES (3 intersections – Weisser)**

<b>WORK TASK - BASIC SERVICES</b>		<b>Cost</b>	<b>%</b>
Task 1 - Establish GPS Horizontal & Vertical Control		\$8,127.00	30%
Task 2 - Utility Research		\$2,709.00	10%
Task 3 - Determine Street ROW Lines		\$2,709.00	10%
Task 4 - Locate Improvements, Utilities, Trees etc.		\$4,063.50	15%
Task 5 - Obtain Street Cross Sections		\$4,063.50	15%
Task 6 - Prepare As-Built Conditions Map (1" = 20')		\$5,418.00	20%
<b>TOTAL COST</b>		<b>\$27,090.00</b>	<b>100%</b>
<b>Reimbursables &amp; Expenses</b>	<b>Rate</b>	<b>Units</b>	<b>Cost</b>
Reimbursables & Expenses	\$0.00	0	\$0.00
<b>TOTAL REIMBURSABLES &amp; EXPENSES</b>			<b>\$0.00</b>
<b>TOTAL BASIC SERVICES FEE</b>			<b>\$27,090.00</b>

**COMPENSATION FOR BASIC SURVEYING SERVICES (1 intersection – Tejas)**

<b>WORK TASK - BASIC SERVICES</b>		<b>Cost</b>	<b>%</b>
Task 1 - Establish GPS Horizontal & Vertical Control		\$1,491.00	30%
Task 2 - Utility Research		\$497.00	10%
Task 3 - Determine Street ROW Lines		\$497.00	10%
Task 4 - Locate Improvements, Utilities, Trees etc.		\$745.50	15%
Task 5 - Obtain Street Cross Sections		\$745.50	15%
Task 6 - Prepare As-Built Conditions Map (1" = 20')		\$994.00	20%
<b>TOTAL COST</b>		<b>\$4,970.00</b>	<b>100%</b>
<b>Reimbursables &amp; Expenses</b>	<b>Rate</b>	<b>Units</b>	<b>Cost</b>
Reimbursables & Expenses	\$0.00	0	\$0.00
<b>TOTAL REIMBURSABLES &amp; EXPENSES</b>			<b>\$0.00</b>
<b>TOTAL BASIC SERVICES FEE</b>			<b>\$4,970.00</b>

**COMPENSATION FOR ADDITIONAL SURVEYING SERVICES (3 intersections – Weisser)**

<b>WORK TASK - BASIC SERVICES</b>		<b>Cost</b>	<b>%</b>
Task 1 - Stakeout Contractor Controls		\$3,663.00	45%
Task 2 - Stakeout Poles, Controller, Ramps & ROW		\$3,256.00	40%
Task 3 - Abstracting of Ownership of Property		\$1,221.00	15%
<b>TOTAL COST</b>		<b>\$8,140.00</b>	<b>100%</b>
<b>Reimbursables &amp; Expenses</b>	<b>Rate</b>	<b>Units</b>	<b>Cost</b>
Reimbursables & Expenses	\$0.00	0	\$0.00
<b>TOTAL REIMBURSABLES &amp; EXPENSES</b>			<b>\$0.00</b>
<b>TOTAL BASIC SERVICES FEE</b>			<b>\$8,140.00</b>

Hourly rates for additional surveying services if required, will be compensated at the following rates.

**Weisser**

<b>Classification</b>	<b>Billing Hourly Rate</b>
3-Person field crew	\$145.00
Records Researcher	\$70.00
Survey Technician	\$95.00
CADD Drafter	\$85.00
Project Manager	\$125.00
RPLS	\$125.00
Clerical	\$45.00



**COMPENSATION FOR ADDITIONAL SURVEYING SERVICES (1 intersection – Tejas)**

<b>WORK TASK - BASIC SERVICES</b>		<b>Cost</b>	<b>%</b>
Task 1 - Stakeout Contractor Controls		\$821.25	45%
Task 2 - Stakeout Poles, Controller, Ramps & ROW		\$730.00	40%
Task 3 - Abstracting of Ownership of Property		\$273.75	15%
<b>TOTAL COST</b>		<b>\$1,825.00</b>	<b>100%</b>
<b>Reimbursables &amp; Expenses</b>	<b>Rate</b>	<b>Units</b>	<b>Cost</b>
Reimbursables & Expenses	\$0.00	0	\$0.00
<b>TOTAL REIMBURSABLES &amp; EXPENSES</b>			<b>\$0.00</b>
<b>TOTAL BASIC SERVICES FEE</b>			<b>\$1,825.00</b>

Hourly rates for additional surveying services if required, will be compensated at the following rates.

<b>Tejas</b>	
<b>Classification</b>	<b>Billing Hourly Rate</b>
3-Person field crew	\$140.00
Records Researcher	\$110.00
Survey Technician	\$75.00
CADD Drafter	\$75.00
Project Manager	\$110.00
RPLS	\$110.00
Clerical	\$54.00

## ATTACHMENT C

SUMMARY OF COMPENSATION	
TASK DESCRIPTION	TOTAL COST
<b>Basic Services - Labor Cost</b>	
Traffic Signal Design	\$71,550.00
Survey	\$32,060.00
<b>Total Labor Cost - Basic Services</b>	<b>\$103,610.00</b>
<b>Basic Services - Direct Costs</b>	
Traffic Signal Design	\$1,025.00
Survey	\$0.00
<b>Total Direct Expenses - Basic Services</b>	<b>\$1,025.00</b>
<b>TOTAL BASIC COMPENSATION</b>	<b>\$104,635.00</b>
<b>Additional Services - Labor Cost</b>	
Traffic Signal Design	\$23,875.00
Survey	\$9,965.00
<b>Total Labor Cost - Additional Services</b>	<b>\$33,840.00</b>
<b>Additional Services - Direct Cost</b>	
Traffic Signal Design	\$555.00
Survey	\$0.00
<b>Total Direct Expenses - Additional Services</b>	<b>\$555.00</b>
<b>TOTAL ADDITIONAL COMPENSATION</b>	<b>\$34,395.00</b>
<b>GRAND TOTAL</b>	<b>\$139,030.00</b>

TEDSI INFRASTRUCTURE GROUP

**ATTACHMENT B**  
**B-1**  
**WORK AUTHORIZATION NO. \_\_\_\_**  
**AGREEMENT FOR ENGINEERING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and \_\_\_\_\_ (the Engineer), on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**PART I.** The Engineer will perform engineering services generally described as \_\_\_\_\_ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, B and C, respectively, which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon fees set forth in Attachment A, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

**PART III.** Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on \_\_\_\_\_, unless extended by a supplemental Work Authorization as provided in the Agreement.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**IN WITNESS WHEREOF,** this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below:

**THE ENGINEER**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

Exhibit A	Scope of Work
Exhibit B	Labor Estimate
Exhibit C	Schedule

**ATTACHMENT B**  
**B-2**  
**SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_**  
**AGREEMENT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and \_\_\_\_\_ (the Engineer).

The following terms and conditions of Work Authorization No. \_\_\_\_ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. \_\_\_\_ not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)