

270
CAD 2

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR TURN LANE DESIGN IMPROVEMENTS
CONGESTION MITIGATION – Mobility Project X23
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1**

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”), FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1, a public body corporate and politic of the State of Texas acting by and through its Board of Directors (hereinafter referred to as “CAD No. 1”), Progressive Consulting Engineers, PLLC., Inc., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County requires the services of Engineer to provide engineering design services associated with the proposed roadway turn lane improvements at six (6) referenced intersections: Fry Road at Seven Meadows Blvd, Fry Road at Grand Parkway (SH 99), S-Concrete Curve at the Whole Foods Market Driveway, Westheimer Parkway at Grand Parkway (SH 99), Westheimer Parkway at Cinco Ranch Blvd, and Westheimer Parkway at Commercial Center Drive, 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, TEXAS LOCAL GOVERNMENT CODE; and,

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

WHEREAS, CAD No. 1 has been created to fund, among other things, the construction, maintenance, or improvement of certain roads within its boundaries; and,

WHEREAS, CAD No. 1 has determined that a portion of the Project is located within its boundaries; and

WHEREAS, CAD No. 1 levies a one percent (1%) sales tax and has determined that the expenditure of sales tax funds for the contribution to the costs of the portion of the Project located within its boundaries 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 and CAD No. 1 related to the Project as described in each executed Attachment A, Proposal and Basic Fee Calculations, and Attachment A-1, Scope of Engineering Services. A Work Authorization, a sample of which is attached as Attachment B, will be issued by County for each authorized phase as defined in Section XIV, Work Authorizations.
- 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 and CAD No. 1 shall pay to Engineer an amount not to exceed \$166,975.00, including all reimbursable expenses, if any.
- 2.02 Funding for the Project shall be allocated as follows:
 - A. \$88,945.00 from Mobility funds
 - B. \$78,030.00 from CAD No. 1 funds
- 2.03 Subject to the not-to-exceed amount in Section 2.01, reimbursable expenses shall be reimbursed to Engineer at-cost upon submission of properly submitted expense records to County. Service charges are not applicable and not subject to reimbursement.
- 2.04 Progress payments for authorized work 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.
- 2.05 Engineer's fees shall be calculated at rates not to exceed the amounts included on Attachment A, incorporated by reference herein as if set-forth verbatim.
- 2.06 Engineer shall submit invoices to County as detailed in Section 2.07 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.

- 2.07 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 and describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County 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 April 30, 2013 or upon acceptance of the final design by County.
- 3.02 Services described under 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 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 \$1,000,000 each claim and \$1,000,000 for an 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.
- 9.04 If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

- 9.05 Contractor shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 9.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

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 never-the-less 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.
- 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 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:

Mohammad Irfan, P.E., PTOE
Progressive Consulting Engineers, PLLC
5507 Maverick Point Lane
Katy, Texas 77494

- B. If to County notice must be sent to the County Project Manager and County:

Richard W. Stolleis, P.E.
County Engineer
1124 Blume Road
Rosenberg, Texas 77471

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
301 Jackson
Richmond, Texas 77469

- 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 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, Proposal and Basis of Fee Calculation.
- 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 A, Proposal and Basis of Fee Calculation; (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 in the form identified and attached hereto as Attachment B. 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 Work Authorization, using the form attached hereto at Attachment B.
- 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.
- 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.

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 \$166,975.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 16.01 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 \$166,975.00 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:

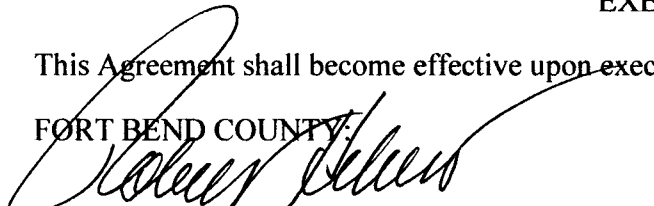
Attachment A	Proposal and Basis of Fee Calculation
Attachment A-1	Scope of Engineering Services
Attachment B	Sample/Supplemental Work Authorization(s)

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SECTION XXII
EXECUTION

This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

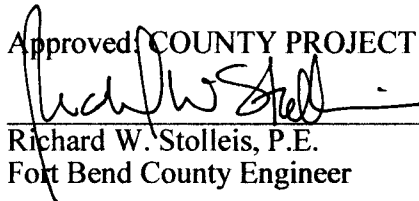

Robert E. Hebert, County Judge

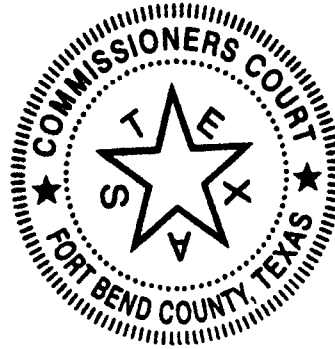
12-18-2012
Date

Attest:


Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER


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



FORT BEND COUNTY ASSISTANCE DISTRICT NO. 1:

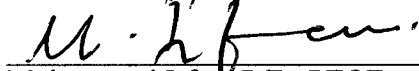

Robert E. Hebert, Director

12-18-12
Date

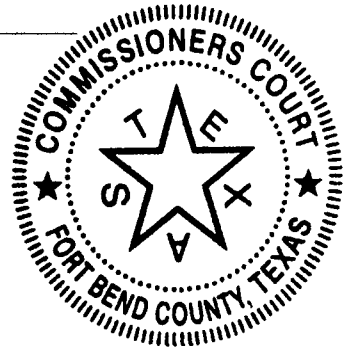
Attest:


Dianne Wilson, County Clerk

ENGINEER: PROGRESSIVE CONSULTING ENGINEERS, PLLC.


Mohammad Irfan, P.E., PTOE

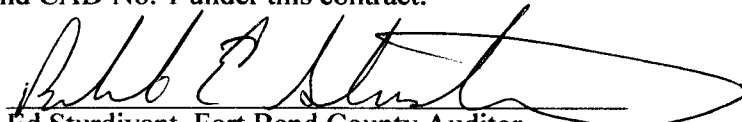
12/11/2012
Date



MER:Engineering Services Agreement.Progressive Consulting Engineers.6 turn lanes

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$166,975.00 to accomplish and pay the obligation of the Fort Bend County and CAD No. 1 under this contract.


Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A



December 10, 2012

Mr. Richard W. Stollers, P.E.
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

Re: Fee Proposal for Roadway Turn Lane Design Improvements at six Intersections and Traffic Signal Timing Optimization Plans Development for Fry Rd between Peek Rd and Seven Meadows, and for Westheimer Parkway between Cimco Ranch Blvd and Grand Parkway (SH 99)

Dear Mr. Stollers:

Progressive Consulting Engineers (PCE), PLLC, appreciate the opportunity to submit this proposal to provide engineering design services associated with the proposed roadway turn lanes improvements at the referenced intersections. The intersection turn lanes improvements and associated traffic signal timing and phasing optimization services will be provided for the following locations:

- 1) Fry Road at Seven Meadows Blvd
- 2) Fry Road at Grand Parkway (SH 99)
- 3) S-C Concrete Curve at the World Food Mart Driveway
- 4) Westheimer Parkway at Grand Parkway (SH 99)
- 5) Westheimer Parkway at Cimco Ranch Blvd
- 6) Westheimer Parkway and Commercial Center Dr

PCE will prepare detailed design plans in accordance with the TxDOT's applicable standards and specifications. The construction plans will contain all of the required details pertaining to general and construction notes.

The above proposed engineering services constitute our fee proposal to provide basic engineering design services for the referenced project. Our proposed fee is a Fixed-Fee amount of **\$166,975.00** including with all direct and indirect expenses.

We shall begin work upon receipt of an executed contract and notice to proceed with the Fort Bend County Engineering. We anticipate completion of the design work between **60 to 70** weekday calendar days, which also depends on TxDOT review period. PCE will work hard to get expedited TxDOT review.

Fort Bend County and CAD#1 cost sharing detailed breakdown for engineering fee and estimated construction cost for each location including with additional services fee and reimbursable expenses is outlined in **Table -1**, shown on the next page.

16360 Park Ten Pl, Suite #230, Houston, Texas 77084 - Phone: 281-630-5485, Fax: 281-394-5636
WWW.PCEHouston.com

Mr. Richard W. Stolleis, P.E.
December 10, 2012
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Table-1_Fort Bend County & CAD#1 Cost Sharing				
		Design Fee	Construction Cost	
SECTION-I, BASIC DESIGN & ESTIMATED CONSTRUCTION COST				
Fort Bend County	1	Fry Road at Seven Meadows Blvd	\$23,275.00	\$150,000.00
	2	Fry Road at Grand Pkwy (SH 99)	\$40,500.00	\$285,000.00
	3	S-Concrete Curve at World Food Driveway	\$11,750.00	\$75,000.00
		Basic Design & Est. Construction Cost Sub Total-I	\$75,525.00	\$510,000.00
CAD#1	4	Westheimer Pkwy at Grand Pkwy (SH 99)	\$33,950.00	\$200,000.00
	5	Westheimer Pkwy at Cinco Ranch Blvd	\$33,800.00	\$210,000.00
	6	Westheimer Pkwy at Commercial Center Dr	\$2,500.00	\$3,500.00
		Basic Design & Est. Construction Cost Sub Total-II	\$70,250.00	\$413,500.00
		Sub Total I & II	\$145,775.00	\$923,500.00
SECTION-II, Additional Services				
Fort Bend	7	Fry Rd Signal Optimization & Field Implementation	\$9,000.00	n/a
	8	Traffic Counts along Fry Rd (Weekday & Weekend)	\$2,220.00	n/a
		Additional Services Sub Total-I	\$11,220.00	n/a
CAD#1	9	Westheimer Signal Optimization & Implementation	\$6,000.00	n/a
	10	Traffic Counts for Westheimer (Wk/day & Wk/end)	\$1,480.00	n/a
		Additional Services Sub Total-II	\$7,480.00	n/a
		Sub Total I & II	\$18,700.00	n/a
SECTION-III, Miscellaneous Tasks & Expenses				
Fort Bend	i	TxDOT Review, Submittal, Permit, Review Meetings	\$1,875.00	n/a
	ii	Total Direct & Indirect Expenses	\$325.00	n/a
		Misc. Tasks & Reimbursable Expenses Sub Total-I	\$2,200.00	n/a
CAD#1	iii	Total Direct & Indirect Expenses	\$300.00	n/a
		Misc. Tasks & Reimbursable Expenses Sub Total-II	\$300.00	n/a
		Sub Total I & II	\$2,500.00	n/a
Grand Total				
		Engineering Fee	Const. Cost	
FORT BEND COUNTY Grand Total (Section I & II)		\$88,945.00	\$510,000.00	
Grand Total-A (Sections I, II & III) = \$601,145.00				
CAD#1 (Section I & II)		\$78,030.00	\$413,000.00	
Grand Total-B (Sections I, II & III) = \$491,330.00				
Grand Total of Engineering Fee		\$166,975.00		
Grand Total of Estimated Construction Cost			\$923,000.00	
Project Grand Total A+B (Design, Const & Expenses)= \$1,092,475.00				



Mr. Richard W. Stolleis, P.E.
December 10, 2012
Page 3 of 3

If you have any questions, please contact me at 281-630-5485. I want to thank you for the opportunity to serve the Fort Bend County Engineering Department.

Sincerely,

Progressive Consulting Engineers, PLLC

Mohammad Irfan, P.E., PTOE
President & Principal Engineer

m:\bce-misc\rdwy\m\mpt\tee\prop\letter to mr. richard-Dec 10-2012

**ATTACHEMENT A-1
SCOPE OF ENGINEERING SERVICES**

GENERAL:

Intersection turn lanes improvement design with traffic signal modification design, timing and optimization services will be provided for the following locations:

1. Westheimer Parkway at Cinco Ranch Blvd
2. Fry Road at Seven Meadows Blvd
3. Fry Road at Grand Parkway (SH 99)
4. Westheimer Parkway at Grand Parkway (SH 99)
5. S-Concrete Curve at the World Food Mart Driveway (Unsignalized Location)
6. Westheimer Parkway and Commercial Center Dr

PCE will prepare detailed design plans in accordance with the TxDOT's applicable standards and specifications. The construction plans will contain all of the required details pertaining to general and construction notes. The proposed scope of services, basis of compensation and schedule of work are outlined below:

Project Scope of Services:

I. Intersection

Cinco Ranch Blvd at Westheimer Pkwy

- Design a second dedicated left turn lane with approximately 150'-250' of storage area to inside existing left turn bay on eastbound Westheimer Pkwy.
- Design a second dedicated left turn lane with approximately 150'-250' of storage area to inside existing left turn bay on westbound Westheimer Parkway.
- Modify both median noses on Cinco Ranch Blvd.
- Prepare plan sheet with all control indicated, pavement widths, start and end points of improvements, geometric data and miscellaneous information required to construct the proposed turning lanes.
- Make adjustments to existing public utilities such as: drainage inlet (s), sanitary manhole (s), fire hydrant and street light pole (s), if necessary.
- Prepare signal improvement plan to include Flashing Yellow Arrow (FYA) operation for the southbound and northbound Cinco Ranch approaches, new phasing plan for the intersection, quantity estimates, revise the existing vehicle imaging video detection system (VTVDS) as necessary to fit with the roadway improvements and new traffic signal phasing plan for the entire intersection.

- Prepare a traffic control plan (TCP) with multiple phases to construct the proposed turn lanes and median modification. The specific traffic control work will consist of the completed TCP with detailed construction sequences, typical sections wherever necessary & quantities if needed, general construction notes and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, other TMUTCD approved devices to protect the travelling public, and provide safety to the construction forces. The TCP will also include all the pertinent standard drawings.
- Intersection pavement markings design for the modified eastbound, southbound and westbound approaches and other necessary signing and pavement markings improvements.
- Work also includes select demolition, earth work, sod, paving, relocate existing ground mounted signage, and curb adjustment as necessary.

II. Intersection *Fry Road at Seven Meadows Blvd*

Following scope is included for this intersection:

- Design the following turn lane improvements:
 - a. Design a second dedicated left turn lane with approximately 200'-250' of storage area to inside existing left turn bay on the westbound Fry Road approach.
 - b. Design a second dedicated left turn lane with approximately 150'-200' of storage area to inside existing left turn bay on the northbound Seven Meadows Blvd approach.
- Modify all three existing median noses.
- Prepare plan sheet with all control indicated, pavement widths, start and end points of improvements, geometric data and miscellaneous information required to construct the proposed turning lanes.
- Make adjustments to existing public utilities such as; drainage inlet (s), sanitary manhole (s), fire hydrant and street light pole (s), if necessary.
- Prepare necessary signal improvement plan w/new phasing and vehicle imaging video detection system (VIVDS) plans to fit with the roadway improvements.
- Prepare a traffic control plan (TCP) for each turn lane construction and median modification. The specific traffic control work will consist of the complete TCP with all pertinent detail, typical sections if necessary & quantities if needed, general construction notes and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, other TMUTCD approved devices to protect the travelling public, and provide safety to the construction forces. The TCP will also include all the pertinent standard drawings.
- Intersection pavement markings design for the modified northbound and westbound approaches and other necessary signing and pavement markings improvements.

- Work also includes select demolition, earth work, sod, paving, relocate existing ground mounted signage, and curb adjustment as necessary.
- After the construction field adjustments to signal phasing & timings per FB County approval.

III. Intersection
Fry Road at Grand Pkwy (SH 99)

Following scope is included for this intersection:

- Design the following turn lane improvements:
 - a. Design a second dedicated right turn lane on the southbound SH 99 frontage road approach with approximately 250'-300' storage area.
 - b. Design a right turn lane on the westbound Fry Rd approach with approximately 200'-250' of storage area.
 - c. Design a right turn lane on the eastbound Fry Rd approach with approximately 80'-100' of storage area.
 - d. Modify the median opening west of northbound SH 99 along the westbound Fry Rd to widen the two thru lanes/bottleneck area to provide with a section of three through lanes.
- Prepare plan sheet with all control indicated, pavement widths, start and end points of improvements, geometric data and miscellaneous information required to construct the proposed turning lanes.
- Make adjustments to existing public utilities such as; drainage inlets, sanitary manholes, fire hydrants and street light poles.
- Prepare a signal improvement plan for the proposed dual right turn lanes operation for the southbound SH 99 frontage road approach.
- Prepare a traffic control plan (TCP) for each turn lane construction and median modification. The specific traffic control work will consist of the complete TCP with all pertinent detail, typical sections if necessary & quantities if needed, general construction notes and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, other TMUTCD approved devices to protect the travelling public, and provide safety to the construction forces. The TCP will also include all the pertinent standard drawings.
- Intersection pavement markings design for the modified eastbound, southbound and westbound approaches, the respective modified approaches and other necessary signing and pavement markings improvements.
- Work also includes select demolition, earth work, sod, paving, relocating existing ground mounted signage, and curb adjustment as necessary.

- After construction field adjustments to signal phasing & timings per TxDOT-Houston District's approval

IV. Intersection
Westheimer Pkwy at Grand Pkwy (SH 99)

- Design the following turn lane improvements:
 - a. Design a right turn lane on the westbound Westheimer Pkwy approach with approximately 200'-250' of storage area.
 - b. Design a right turn lane on the eastbound Westheimer Pkwy approach with approximately 80'-100' of storage area.
 - c. Median improvement at the TacoBell driveway for the westernmost edge of the median to provide a three thru lane section on the eastbound approach between the TacoBell driveway and SH 99.
- Prepare plan sheet with all control indicated, pavement widths, start and end points of improvements, geometric data and miscellaneous information required to construct the proposed turning lanes.
- Make adjustments to existing public utilities such as: drainage inlets, sanitary manholes, fire hydrants and street light poles.
- Prepare a traffic control plan (TCP) with multiple phases to construct turn lanes and median modification. The specific traffic control work will consist of the complete TCP with detailed construction sequences, overall view plan, typical sections, general construction notes and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, flagging operation, and other devices to protect the travelling public, and provide safety to the construction forces. The TCP will also include all the pertinent standard drawings.
- Design intersection signing and pavement markings for the modified eastbound and westbound approaches including with the stop line and crosswalk pavement markings for the respective approaches.
- Field adjustments to signal phasing & timings after the construction with TxDOT-Houston District's approval.
- Work also includes selective demolition, relocation of street light (if any), earth work, existing signage, sod, paving, fire hydrant, sanitary manhole, wheelchair ramps and curb adjustment as necessary.

V. Intersection

Design S-concrete Curb at the Fry Rd Median with the westernmost Food Mart Driveway

- Design S-concrete curb improvements at the Fry Road median opening with the World Food Mart westernmost driveway to prevent the northbound driveway left out traffic onto the westbound Fry Road.
- Prepare plan sheet with all control indicated, pavement widths, start and end points of S-concrete curb improvements allowing only westbound Fry Road left into the Food Mart westernmost Driveway, geometric data and miscellaneous information required to construct the proposed S-concrete curb.
- Make adjustments to existing public utilities such as, drainage inlets, sanitary manholes, fire hydrants and street light poles if conflicts with the proposed improvements.
- Prepare a traffic control plan (TCP) to the proposed S-concrete curb. The specific traffic control work will consist of the complete TCP with detailed construction sequences, hours of closure, overall view plan, typical sections & quantities if needed, general construction notes and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, flagging operation if required by the FBC Engineering, other devices to protect the travelling public, and provide safety to the construction forces. The TCP will also include all the pertinent standard drawings.
- Design intersection signing and pavement markings
- Work also includes select demolition, earth work, sod, paving and curb adjustment.

VI. Modification to Existing Traffic Signal Operation to include Flashing Yellow Arrow (FYA)

- Modify existing traffic signal operation to provide FYA for the eastbound left turn lane and necessary adjustment to signal phasing

Schedule of Work:

We shall begin work upon receipt of an executed contract and notice to proceed with the Fort Bend County Engineering. We anticipate completion of the design work between 60 to 70 weekday calendar days, which also depends on TxDOT review period. PCE will work hard to get expedited TxDOT review.

PCE Deliverables:

PCE submittal will follow the following formats:

- 1) Total six sets of PS&E at each 75% and 100% submittal
- 2) Distribute to the following agencies at each submittal as follows:

PROGRESSIVE CONSULTING ENGINEERS, PLLC

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- a. FBC Engineering - Three (3) sets
- b. TxDOT FB Area Office - Three (3) sets
- c. Package-1: Intersections: Cinco Ranch at Westheimer & Fry Rd at Seven Meadows Blvd
 - i. Twelve (12) sets of the Final Signed Plans for Bidding Phase
- d. Package-2: Intersections: Fry Rd at SH 99, Westheimer Pkwy at SH 99 & S-Concrete Curve
 - i. Twelve (12) sets of the Final Signed Plans for Bidding Phase

Items Required by the Fort Bend County Engineering Department:

The Fort Bend County Engineering Department will provide the following items:

- Available roadway, traffic signal as built plans and/or layout drawings with available utility plans for the following intersections:
 - Cinco Ranch and Westheimer Pkwy
 - Fry Road at Seven Meadows Blvd
 - Fry Road at Grand Pkwy (SH 99)
 - Westheimer Pkwy at Grand Pkwy (SH 99)(Preferably electronic dgn/pdf or hard copy format).
- Available soil boring information

Additional Responsibilities:

- 1) The Design Consultant shall arrange for a design kick-off meeting with Fort Bend County Engineering to discuss the intersections improvements.
- 2) Proposed preliminary plan views must have a 1"=40' scale wherever possible when plotted to 11"x17".
- 3) Utility coordination for this project will be done by the consultant with assistance from the Fort Bend County Engineering Department. The consultant must incorporate both private and public utility information into the preliminary design plans (both existing and proposed plans).
- 4) All documents prepared by the Consultant, including drawings, estimates, field notes, investigation studies, etc., are the property of the FB County.
- 5) All preliminary plan sheets shall be developed using Microstation V8 (dgn file format) or higher and no translations or system revisions may be necessary by the FBCED.

Reference Manuals and Standards to be used, but not limited to the following:

The design plans will be prepared in accordance with general traffic engineering principals and practices as prescribed by the guidelines of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and TxDOT standards.

General Scope for all Locations:

1. Prepare final bid ready construction plans, specifications and estimates (PS&E) as per the TxDOT Design Standards.
2. Proposed median and turn lane improvements will be shown in a plan view only with no profiles being developed.
3. No separate drainage or hydrologic analyses and plans will be prepared for this project.
4. No geotechnical work will be provided under this contract.
5. No drainage district coordination by PCE
6. PCE will submit the design plans to TxDOT for review and construction permit.

Contract Phase Services:

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

Construction Phase Services:

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 monthly and final estimates on forms provided by the County, for payments to the Contractor.
4. Assist in reviewing change order pricing and quantities.

Basis of Compensation – Fixed Fee

Following is our tasks fixed fee schedule break down:

SECTION-1	TASK COST
WORK TASK - BASIC SERVICES	
Intersection-1: Westheimer Pkwy at Cinco Ranch Blvd	
Task 1 - Roadway Design Phase	\$21,725.00
Task 2 - Traffic Control Plan (TCP)	\$2,900.00
Task 3 - Traffic Signal Modification	\$5,400.00
Task 4 - Signing & Pavement Markings	\$1,500.00
Task 5 - After Construction Field Adjustments to Signal Timing	\$2,275.00
Sub Total - I	\$33,800.00
Intersection-2: Fry Road at Seven Meadows Blvd	
Task 1 - Roadway Design Phase	\$15,775.00
Task 2 - Traffic Control Plan (TCP)	\$4,500.00
Task 3 - Traffic Signal Modification	\$1,500.00
Task 4 - Signing & Pavement Markings	\$1,500.00
Sub Total - II	\$23,275.00
Intersection-3: Fry Road at Grand Pkwy (SH 99)	
Task 1 - Roadway Design Phase	\$22,500.00
Task 2 - Traffic Control Plan (TCP)	\$8,500.00
Task 3 - Traffic Signal Modification	\$3,000.00
Task 4 - Signing & Pavement Markings	\$3,000.00
Task 5 - After Construction Field Adjustments to Signal Timing	\$3,500.00
Sub Total - III	\$40,500.00
Intersection-4: Westheimer Pkwy at Grand Pkwy (SH 99)	
Task 1 - Roadway Design Phase	\$24,500.00
Task 2 - Traffic Control Plan (TCP)	\$3,500.00
Task 3 - Signing & Pavement Markings	\$1,800.00
Task 4 - After Construction Field Adjustments to Signal Timing	\$4,150.00
Sub Total - IV	\$33,950.00
Intersection-5: Fry Rd Median S-Concrete Curve at the World Food Dr	
Task 1 - S-Concrete Curve Design Phase	\$7,775.00
Task 2 - Traffic Control Plan (TCP)	\$2,775.00
Task 3 - Signing & Pavement Markings	\$1,200.00
Sub Total - V	\$11,750.00
Intersection-6: Westheimer Pkwy at Commercial Center Dr	
Task 1 - Modify Signal Operation to Flashing Yellow Arrow (FYA)	\$2,500.00
Sub Total - VI	\$2,500.00
TOTAL ENGINEERING FEE (Sub Total I thru VI)	\$145,775.00

SECTION-II <i>MISCELLANEOUS TASKS & EXPENSES</i>	TASK COST
TxDOT Review, Submittal, Permit, Review Meetings	\$1,875.00
Total Direct & Indirect Expenses	\$625.00
<i>Total for Miscellaneous Tasks, Reimbursable & Expenses</i>	<i>\$2,500.00</i>

**ATTACHEMENT 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: Fry Road Traffic Signal Optimization and Implementation

- **Synchro Peak Hour Timing Plans Development**

PCE will provide traffic signal timing and optimization services for the following intersections:

1. Fry Road at Peek Road
2. Fry Road at Center Village Drive
3. Fry Road at Northbound Grand Parkway (SH 99) Frontage Road
4. Fry Road at Southbound Grand Parkway (SH 99) Frontage Road
5. Fry Road at HEB Drive
6. Fry Road at Seven Meadows Blvd

- PCE will develop the Synchro timing plans for the following peak hours:

- I. Morning Weekday Peak Hour
- II. Evening Weekday Peak Hour
- III. Saturday Midday Peak Hour

TASK-2: Westheimer Parkway Traffic Signal Optimization and Implementation

- **Synchro Peak Hour Timing Plans Development**

PCE will provide traffic signal timing and optimization services for the following intersections:

1. Cinco Ranch Blvd and Westheimer Pkwy
2. Westheimer Pkwy at Commercial Drive
3. Westheimer Pkwy at Southford Manor/Sonic Drive
4. Westheimer Pkwy at Southbound Grand Parkway (SH 99) Frontage Road
5. Westheimer Pkwy at Northbound Grand Parkway (SH 99) Frontage Road

- PCE will develop the Synchro timing plans for the following peak hours:

PROGRESSIVE CONSULTING ENGINEERS, PLLC

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- I. Morning Weekday Peak Hour
- II. Evening Weekday Peak Hour
- III. Saturday Midday Peak Hour

TASK-3: Traffic Counts along Fry Rd and Westheimer Pkwy

• **Traffic Counts for Fry Road**

PCE will order the following weekday morning two hour peak period Turning Movement Counts (TMCs) and weekday evening two hour peak period TMCs at:

1. Fry Road and Seven Meadows Blvd
2. Fry Road and HEB Danny's Driveway
3. Fry Road and Grand Pkwy (SH 99) (may use TMCs from PCE's PER)
4. Fry Road and Center Village Dr (will use TMCs from TEI Report, if necessary)
5. Fry Road and Peek Road

Saturday four-hour TMC from 11:00 AM-3:00 PM Turning Movement Counts at:

1. Fry Road and Seven Meadows Blvd
2. Fry Road and HEB Danny's Driveway
3. Fry Road and Grand Pkwy (NB SH 99 & SB SH 99, 2 Intersections)

• **Traffic Counts for Westheimer Pkwy**

PCE will order the following weekday morning two hour peak period Turning Movement Counts (TMCs) and weekday evening two hour peak period TMCs at:

1. Cinco Ranch Blvd and Westheimer Pkwy (will use TMCs from PCE's PER, if necessary)
2. Westheimer Pkwy at Commercial Drive
3. Westheimer Pkwy at Southford Manor Sonic Drive
4. Westheimer Pkwy at NB SH 99 and SB SH 99 (will use TMCs from PCE's PER)

Saturday four-hour TMC from 11:00 AM-3:00 PM Turning Movement Counts at:

1. Cinco Ranch Blvd and Westheimer Pkwy (will use TMCs from PCE's PER, if necessary)
2. Westheimer Pkwy at Commercial Drive
3. Westheimer Pkwy at Southford Manor Sonic Drive
4. Westheimer Pkwy at NB SH 99 and SB SH 99 (will use TMCs from PCE's PER)

COMPENSATION FOR ADDITIONAL SERVICES

SECTION-III ADDITIONAL SERVICES	TASK COST
Task 1 -Fry Rd Signal Optimization & Field Implementation	\$9,000.00
Task 2 -Westheimer Signal Optimization & Field Implementation	\$6,000.00
Task 3 -Traffic Counts along Fry Rd & Westheimer Pkwy (Weekday & Weekend)	\$3,700.00
<i>Total for Additional Services</i>	\$18,700.00

**PROGRESSIVE CONSULTING ENGINEERS, PLLC
HOURLY RATE TABLE**

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

Classification	Base Rate	Multiplier	Hourly Rate
Principal Engineer	\$60.00	2.5	\$150.00
Sr. Project Manager	\$60.00	2.5	\$150.00
Senior Engineer	\$55.00	2.5	\$137.50
Design Engineer	\$45.00	2.5	\$112.50
CADD Designer	\$29.00	2.5	\$72.50
Clerical Support	\$19.00	2.5	\$47.50
<i>Additional Reimbursable Expenses</i>			
Mileage		\$0.55	
Printing	8.5 x11	\$0.15	
	11 x 17	\$0.25	

Our proposed budget for the design services for this project on a fixed fee basis is as follows:

GRAND TOTAL OF SECTIONS I, II & III = \$166,975.00
(Attachments A-1 & A-2)

If our scope of services, basis of compensation and schedule of work are acceptable, please provide a contract for engineering services, which we can execute and return to you. We sincerely appreciate the opportunity to serve the Fort Bend County Engineering Department.

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 EXIBITS

- 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)

ACORD

Client#: 713024

20806

PROGRCON7

DATE (MM/DD/YYYY)
7/31/2012

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Southwest, Three Memorial City, 840 Gessner, Suite 600, Houston, TX 77024. CONTACT NAME, PHONE (A/C, No, Ext): 713 490-4600, FAX (A/C, No): 713-490-4700. INSURED: Progressive Consulting Engineers, PLLC, 5507 Maverick Point Lane, Katy, TX 77494. INSURER A: Sentinel Insurance Company Ltd. 11000. INSURER B: Hartford Accident & Indemnity C 22357. INSURER C: XL Specialty Insurance Company 37885.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (61SBMZK4197), A AUTOMOBILE LIABILITY (61SBMZK4197), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (61WBCZR2902), C Professional Liability (DPS9702505).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Ref: Preliminary Engineering Reports on Intersection Improvements at: 1) SH 99 at Fry Rd. 2) SH 99 at Westheimer Pkwy. 3) SH 99 at Cinco Ranch & 4) Cinco Ranch & Westheimer Pkwy.

CERTIFICATE HOLDER: Fort Bend County, Texas, Attn: Cheryl Krejci, 4520 Reading Rd, Rosenberg, TX 77471. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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Client#: 713024

PROGRCON7

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Southwest, Three Memorial City, 840 Gessner, Suite 600, Houston, TX 77024. CONTACT NAME: [blank], PHONE: 713 490-4600, FAX: 713-490-4700. INSURED: Progressive Consulting Engineers, PLLC, 5507 Maverick Point Lane, Katy, TX 77494. INSURER A: Sentinel Insurance Company Ltd. (NAIC # 11000), INSURER B: Hartford Accident & Indemnity C (22357), INSURER C: XL Specialty Insurance Company (37885).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial, Claims-Made, Occur), A AUTOMOBILE LIABILITY (Hired Autos, Scheduled Autos, Non-Owned Autos), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, C Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Project Ref: Signalization for Belknap Rd. at West Bellfort & Beechnut St. at Winkleman Rd.

CERTIFICATE HOLDER: Fort Bend County, Texas, Attn: Cheryl Krejci, 4520 Reading Rd., Rosenberg, TX 77471. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]