

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR MAJOR THOROUGHFARE PLAN UPDATE
 SOQ 13-060**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Traffic Engineers, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional services related to the major thoroughfare plan update (hereinafter "Services") pursuant to SOQ 13-060; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Section 2. Personnel

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

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is two hundred and fifty thousand dollars and no/100 (\$250,000). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices, including time sheet backup, showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of two hundred and fifty thousand dollars and no/100 (\$250,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed two hundred and fifty thousand dollars and no/100 (\$250,000).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than two hundred and seventy (270) days thereafter. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection and Retention of Books and Records

9.1 Contractor shall maintain during the course of the work, complete and accurate records of all of Contractor's costs and documentation of items which are chargeable to County under this Agreement. County, any duly authorized agent of County, the Houston-Galveston Area Council, any duly authorized agent of the Houston-Galveston Area Council, the State of Texas, and the United States Government shall, until the expiration of four (4) years after final payment under this Agreement or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of Contractor involving transactions related to this Agreement.

9.2 Contractor shall maintain all records pertinent to this Agreement for a period of no less than four (4) calendar years from the later of the date of completion of all obligations of either party under this Agreement or the date of any audit under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor)

publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

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

owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

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

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

Section 14. Notices

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

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

County: Fort Bend County Engineering Department
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Contractor: Traffic Engineers, Inc.
8323 Southwest Freeway, Suite 200
Houston, Texas 77074

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws and Grant Requirements

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Contractor shall also comply with all applicable requirements of Contract # TP2410-03 between the Houston-Galveston Area Council and Fort Bend County. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Title VI Assurance

16.1 Compliance with Regulations. Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

16.2 Nondiscrimination. Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

16.3 Solicitation for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, age, sex, or national origin.

16.4 Information and Reports. Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined

by County, the Houston-Galveston Area Council, or DOT to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information is required of Contractor and is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to County and shall set forth what efforts it has made to obtain the information.

16.5 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, County may impose such contract sanctions as it or the Department of Transportation may determine to be appropriate, including, but not limited to:

16.5.1 Withholding of payments to Contractor under the Agreement until Contractor complies, and/or

16.5.2 Cancellation, termination, or suspension of the Agreement, in whole or in part.

Section 17. Performance Warranty

17.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

17.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

18.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2 Neither party may delegate any performance under this Agreement.

18.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas,

for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

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

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2013.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

9-24-13

TRAFFIC ENGINEERS, INC.

Rachel Carleton
Authorized Agent- Signature

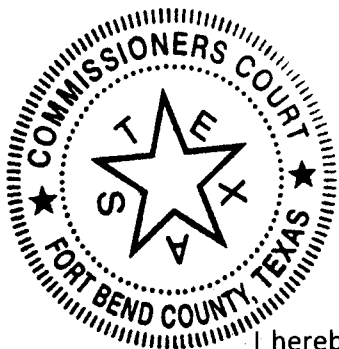
Rachel Carleton
Authorized Agent- Printed Name

Chairman
Title

9.16.13
Date

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$250,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
Robert Edward Sturdivant, County Auditor

EXHIBIT A

FBC MTP SCOPE – UPDATE TO H-GAC MODEL

DEMOGRAPHICS \$8,000

- United States (US) Trends
- HGAC Region Trends
- Fort Bend County Trends – Subsidence District Projections to be provided by FBC, but will have to be broken down for modeling purposes - \$4,000
- Demographic Forecast Methodology

DATA COLLECTION ACTIVITIES AND EXISTING CONDITIONS- \$25,000

- Roadway Inventory - \$7,000
 - Existing Roadway Characteristics
 - Roadway Travel Lanes
 - Existing Right-of-Way Widths
 - Design Speed and Speed Limit
 - Traffic Signals –from GIS
- Obtain Traffic Counts – List counts to be conducted as part of project; will need input from PB for model - 35-40 counts for \$15,000
- Primary Roadways Serving Fort Bend County – Existing MTP
- Major Traffic Generators – FBC to provide a list
- Committed Roadway Improvements - \$1,000
- Map existing Street Network -GIS
- Classification of Existing Roads — FBC to provide most recent MTP in GIS - \$1,000
- Map existing Traffic Volumes/Travel Patterns - GIS
- Identify Congested Corridors – existing corridors from FBC, local knowledge and traffic counts; future corridors from model - \$1,000

NETWORK MODELING ANALYSIS - \$52,000

- Update existing and future street networks in H-GAC Model
- Update demographics in H-GAC TAZs based on land use and development projections
- H-GAC to run the model and provide outputs
- Develop traffic volumes and mapping for one future scenario
- Document methodology

THOROUGHFARE PLANNING CONSTRAINTS - \$24,000

- Planning Constraints
 - Identify barriers to development of comprehensive road network (thoroughfares and collectors) - \$5,000
 - Manmade barriers
 - Natural barriers
 - Existing development patterns
 - Travel Patterns – future (identified by model)
- Development of System Alternatives – Evaluation of alternative thoroughfare and collector alignments \$14,000

FBC MTP SCOPE – UPDATE TO H-GAC MODEL

- Screen Line Locations, e.g., across Brazos River. Traffic Engineers, Inc. to find out existing TxDOT screen line locations and recommend additional ones - \$5,000

ROADWAY FUNCTIONAL CLASSIFICATION - \$17,000

- Existing Street Functional Classification – GIS
- Recommended Roadway Functional Classification - \$17,000

THOROUGHFARE PLAN RECOMMENDATIONS-\$103,000

- Major Thoroughfare Map \$75,000
- Build-Out Year Recommended System Improvements – output from model - \$10,000
- System Performance – output from model - \$3,000
- Major Thoroughfare Plan Policy Document - \$15,000

ROADWAY DESIGN STANDARDS - \$20,000

- Existing Roadway Design Standards
- Recommended Roadway Design Standards - \$10,000
 - Ped/bike considerations
 - Low Impact Development considerations
- Right-of-Way Requirements - \$5,000
- Design Standards for Intersections - \$5,000

DELIVERABLES – INCLUDED IN COSTS ABOVE, EXCEPT REPRODUCTION COSTS

- Updated thoroughfare plan map
- Roadway functional classifications
- MTP Policy Document – similar to City of Houston's
- Design standards (within the laws of the State) to include Sustainable Development Alternatives and Low Impact Development considerations for roadway projects
- Development of model
- **20 Hard copies and electronic copy of all final submittals - \$1,000**

Total Budget - \$250,000

CONTRACT PRICING SUMMARY (RESEARCH AND DEVELOPMENT)				Office of Management and Budget Approval No. 29-R018Y			
This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and				PAGE NO.		NO. OF PAGES	
(ii) substitution for the Optional Form 59 is authorized by the contracting officer.				1		2	
NAME OF OFFEROR Traffic Engineers, Inc.		SUPPLIES AND/OR SERVICES TO BE FURNISHED					
HOME OFFICE ADDRESS 8323 Southwest Freeway, Suite 200 Houston, Texas 77074		Fort Bend County Major Thoroughfare Plan					
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED		TOTAL AMOUNT OF PROPOSAL		GOV'T. SOLICITATION NO.			
Houston		\$ 250,000.00		TNR ???			
DETAIL DESCRIPTION OF COST ELEMENTS							
1. DIRECT MATERIAL (Itemize on Exhibit A)				EST COST (\$)		TOTAL EST COST	
a. PURCHASED PARTS							
b. SUBCONTRACTED ITEMS							
c. OTHER -- (1) RAW MATERIAL							
(2) YOUR STANDARD COMMERCIAL ITEMS							
(3) INTERDIVISIONAL TRANSFERS (At other than cost)							
		TOTAL DIRECT MATERIAL					
2. MATERIAL OVERHEAD (Rate %*\$ base =)							
3. DIRECT LABOR (Specify)		ESTIMATED HOURS	RATE/ HOUR	EST COST (\$)			
Susan Alleman, Principal		120	\$ 50.00	\$ 6,000.00			
Geoff Carleton, Principal		80	\$ 47.50	\$ 3,800.00			
Sammy Chen, Senior Associate		240	\$ 30.00	\$ 7,200.00			
Da Li, Associate		240	\$ 25.00	\$ 6,000.00			
Daniel Lynch, Senior Principal		16	\$ 105.00	\$ 1,680.00			
Eleni Pappas, Associate		240	\$ 27.00	\$ 6,480.00			
Abram VanElswyk, Associate		240	\$ 29.50	\$ 7,080.00			
TOTAL DIRECT LABOR				\$ 38,240.00			
4. LABOR OVERHEAD (Specify Department or Cost Center)		OH RATE	* BASE =	EST COST (\$)			
Labor Overhead Rate		186%	\$ 38,240.00	\$ 71,126.40			
TOTAL LABOR OVERHEAD				\$ 71,126.40			
5. SPECIAL TESTING (Including field work at Government installations)				EST COST (\$)			
TOTAL SPECIAL TESTING							
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)							
7. TRAVEL (If direct charge) (Give details on attached Schedule)				EST COST (\$)			
a. TRANSPORTATION							
b. PER DIEM OR SUBSISTENCE							
TOTAL TRAVEL							
8. CONSULTANTS (Identify - purpose - rate)				EST COST (\$)			
PB				\$ 85,000.00			
Aguirre & Fields				\$ 55,000.00			
TOTAL CONSULTANTS				\$ 140,000.00			
9. OTHER DIRECT COSTS (Itemize on Exhibit A)				\$ 634			
10.		TOTAL DIRECT COST AND OVERHEAD		\$ 250,000.00			
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate of cost element Nos.)							
12. ROYALTIES							
13		TOTAL ESTIMATED COST		\$ 250,000.00			
14. FEE OR PROFIT							
15.		TOTAL ESTIMATED COST AND FEE OR PROFIT		\$ 250,000.00			

OPTIONAL FORM 60

CONTRACT PRICING SUMMARY (RESEARCH AND DEVELOPMENT)				Office of Management and Budget Approval No. 29-R018Y	
This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 59 is authorized by the contracting officer.				PAGE NO. 1	NO. OF PAGES 2
NAME OF OFFEROR PARSONS BRINCKERHOFF		SUPPLIES AND/OR SERVICES TO BE FURNISHED			
HOME OFFICE ADDRESS One Penn Plaza, New York, NY 10119					
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED 16285 PARK TEN PL, STE 400, HOUSTON, TX 77084		TOTAL AMOUNT OF PROPOSAL \$ 85,000.00		GOVT. SOLICITATION NO.	
DETAIL DESCRIPTION OF COST ELEMENTS					
1. DIRECT MATERIAL (Itemize on Exhibit A)			EST COST (\$)	TOTAL EST COST	REFERENCE
a. PURCHASED PARTS					
b. SUBCONTRACTED ITEMS					
c. OTHER -- (1) RAW MATERIAL					
(2) YOUR STANDARD COMMERCIAL ITEMS					
(3) INTERDIVISIONAL TRANSFERS (At other than cost)					
TOTAL DIRECT MATERIAL					
2. MATERIAL OVERHEAD (Rate %*\$ base =)					
3. DIRECT LABOR (Specify)		ESTIMATED HOURS	RATE/ HOUR	EST COST (\$)	
Gabriel Y. Johnson, P.E.		24	\$ 97.42	\$ 2,338.08	
Robert E. Sutton, P.E.		40	\$ 66.53	\$ 2,661.20	
Sinsha Pillalamam, P.E., PTP		250	\$ 42.10	\$ 10,525.00	
Harold Scheffler, P.E.		80	\$ 62.86	\$ 5,028.80	
Brian Schultz		135	\$ 21.64	\$ 2,921.40	
Casli Jean		120	\$ 31.63	\$ 3,795.60	
James Hathorn		40	\$ 47.12	\$ 1,884.80	
Moises Rincon		40	\$ 39.63	\$ 1,585.20	
TOTAL DIRECT LABOR					\$ 30,740
4. LABOR OVERHEAD (Specify Department or Cost Center)		OH RATE	* BASE =	EST COST (\$)	
		174%	\$ 30,740.08	\$ 53,426.26	
TOTAL LABOR OVERHEAD					\$ 53,426
5. SPECIAL TESTING (Including field work at Government installations)			EST COST (\$)		
TOTAL SPECIAL TESTING					
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)					
7. TRAVEL (If direct charge) (Give details on attached Schedule)			EST COST (\$)		
a. TRANSPORTATION			\$ 394		
b. PER DIEM OR SUBSISTENCE					
TOTAL TRAVEL			\$ 394	\$ 394	
8. CONSULTANTS (Identify - purpose - rate)			EST COST (\$)		
TOTAL CONSULTANTS					
9. OTHER DIRECT COSTS (Itemize on Exhibit A)			\$ 440.00		
10. TOTAL DIRECT COST AND OVERHEAD				\$ 440	
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate of cost element Nos.)					
12. ROYALTIES					
13. TOTAL ESTIMATED COST				\$ 85,000	
14. FEE OR PROFIT					
15. TOTAL ESTIMATED COST AND FEE OR PROFIT				\$ 85,000	

OPTIONAL FORM 60

This proposal is submitted for use in connection with and in response to (Describe RFP, etc.)

Fort Bend County Major Thoroughfare Plan

and reflects our best estimates as of this date, in accordance with the Instructions to Offerors and the Footnotes which follow.

TYPE NAME AND TITLE	
---------------------	--

SIGNATURE *[Signature]*

Gabriel Y. Johnson, P.E., Vice President

NAME OF FIRM

Parsons Brinckerhoff

DATE OF SUBMISSION

7/31/2013

EXHIBIT A--SUPPORTING SCHEDULE (Specify. If more space is needed, use reverse)

[illegible]

1. HAS ANY EXECUTIVE AGENCY OF THE UNITED STATES GOVERNMENT PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER GOVERNMENT PRIME CONTRACT OR SUBCONTRACT WITHIN THE PAST TWELVE MONTHS?

YES X NO (If yes, identify below.)

NAME AND ADDRESS OF REVIEWING OFFICE AND INDIVIDUAL

TELEPHONE NUMBER/EXTENSION

II. WILL YOU REQUIRE ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS PROPOSED CONTRACT?

YES X NO (If yes, identify on reverse or separate page)

III. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT?

[illegible]

IV. DO YOU NOW HOLD ANY CONTRACT (Or, do you have any independently financed (IR&D) projects)

FOR THE SAME OR SIMILAR WORK CALLED FOR BY THIS PROPOSED CONTRACT?

YES ☒ NO (If yes, identify.):

V DOES THIS COST SUMMARY CONFORM WITH THE COST PRINCIPLES SET FORTH IN AGENCY REGULATIONS?

X YES NO (If no, explain on reverse or separate page)

OPTIONAL FORM 60 (10-71)

CONTRACT PRICING SUMMARY (RESEARCH AND DEVELOPMENT)				Office of Management and Budget Approval No. 29-R018Y	
This form is for use when (i) submission of cost or pricing data (see FPR 1-3.807-3) is required and (ii) substitution for the Optional Form 59 is authorized by the contracting officer.				PAGE NO. 1	NO. OF PAGES 2
NAME OF OFFEROR AGUIRRE : FIELDS		SUPPLIES AND/OR SERVICES TO BE FURNISHED			
HOME OFFICE ADDRESS 12999 JESS PIRTLE SUGAR LAND TX 77478					
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED SUGAR LAND TX		TOTAL AMOUNT OF PROPOSAL \$55,000		GOVT. SOLICITATION NO.	
DETAIL DESCRIPTION OF COST ELEMENTS					
1. DIRECT MATERIAL (Itemize on Exhibit A)			EST COST (\$)	TOTAL EST COST	REFERENCE
a. PURCHASED PARTS					
b. SUBCONTRACTED ITEMS					
c. OTHER -- (1) RAW MATERIAL					
(2) YOUR STANDARD COMMERCIAL ITEMS					
(3) INTERDIVISIONAL TRANSFERS (At other than cost)					
TOTAL DIRECT MATERIAL					
2. MATERIAL OVERHEAD (Rate %*\$ base =)					
3. DIRECT LABOR (Specify)		ESTIMATED HOURS	RATE/HOUR	EST COST (\$)	
RICHARD FIELDS		32	\$ 66.35	2,123.20	
MARY GRIBBLE		64	\$ 65.87	4,215.68	
SCOTT KERRY		64	\$ 50.72	3,246.08	
TIM ROSZKO		100	\$ 42.00	4,200.00	
Joshua Koch		160	\$ 16.00	2,560.00	
NIGHT VAUGHN		160	\$ 11.00	1,760.00	
TOTAL DIRECT LABOR					18,104.96
4. LABOR OVERHEAD (Specify Department or Cost Center)		OH RATE	* BASE =	EST COST (\$)	
Direct Labor (18,104.96)		2.0	18,104.96		
TOTAL LABOR OVERHEAD					36,209.92
5. SPECIAL TESTING (Including field work at Government installations)			EST COST (\$)		
TOTAL SPECIAL TESTING					
6. SPECIAL EQUIPMENT (If direct charge) (Itemize on Exhibit A)					
7. TRAVEL (If direct charge) (Give details on attached Schedule)			EST COST (\$)		
a. TRANSPORTATION			605.12		
b. PER DIEM OR SUBSISTENCE					
TOTAL TRAVEL				605.12	
8. CONSULTANTS (Identify - purpose - rate)			EST COST (\$)		
TOTAL CONSULTANTS					
9. OTHER DIRECT COSTS (Itemize on Exhibit A)					
10. TOTAL DIRECT COST AND OVERHEAD					
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate of cost element Nos.)					
12. ROYALTIES					
13. TOTAL ESTIMATED COST					
14. FEE OR PROFIT					
15. TOTAL ESTIMATED COST AND FEE OR PROFIT				\$55,000.00	

OPTIONAL FORM 60



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2013

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 GDS Insurance Agency, Inc. P.O. Box 1048 Bellaire TX 77402-1048	CONTACT NAME: PHONE (A/C, No, Ext): (713) 666-3601 FAX (A/C, No): (713) 668-2473 E-MAIL: ADDRESS:
INSURED Traffic Engineers, Inc. 8323 Southwest Frwy., Ste. 200 Houston TX 77074	INSURER(S) AFFORDING COVERAGE INSURER A: Tudor Insurance Company NAIC # 37982 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: Cert ID 5702

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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability SIR/Deductible \$65,000		AEL1004189	7/23/2013 7/23/2013	7/23/2014 7/23/2014	Each Claim \$ 2,000,000 Policy Aggregate \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Fort Bend County Engineering Department
301 Jackson Street
Richmond TX 77469

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

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CERTIFICATE OF LIABILITY INSURANCE

TRAFF-1

OP ID: JMC

DATE (MM/DD/YYYY)

09/16/13

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 ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley	800-338-1391 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Accident & Indemnity	
		NAIC # 22357	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Traffic Engineers, Inc.
Att: Dan Lynch
8323 Southwest Freeway Ste.200
Houston, TX 77074-1609

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			84SBWLW0880 PROFESSIONAL LIAB EXCL	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			84UEGRF3649	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBWLW0880	11/01/12	11/01/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WBGKA2856	11/01/12	11/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

When required by written contract: Fort Bend County and the members of Commissioners Court are included as additional insured for above coverages except WC. Waiver of Subrogation is included in favor of Fort Bend County and the members of Commissioners Court.

CERTIFICATE HOLDER

FORT

Fort Bend County Engineering
Department
301 Jackson Street
Richmond, TX 77469

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

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EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. HARTFORD ACCIDENT AND INDEMNITY COMPANY

84 SBW LW0880 11/01/12 TO 11/01/13

Type of Coverage

(X) Business Liability - including:

Employees as Additional Insureds
Contractual Liability
Limited Non-Owned Watercraft
Additional Insureds
Damages To Premises Rented To You

(X) Personal and Advertising Injury
(X) Products/Completed Operations

() Hired Auto and Non-Owned Auto

Applicable Limits
Bodily Injury and Property Damage
Liability Combined
\$1,000,000 each occurrence
\$2,000,000 general aggregate

Property Damage Liability
\$ 300,000 each occurrence
\$1,000,000
\$2,000,000 Prod./Comp. Ops.
aggregate
Limit of Liability

B. HARTFORD UNDERWRITERS INS CO

84 UEG RF3649 11/01/12 TO 11/01/13

(X) Comprehensive Automobile Liability -
Owned Automobiles

(X) Non-Owned Automobiles

(X) Hired Automobiles

() Uninsured Motorist

Bodily Injury Liability
each person
each accident
Property Damage Liability
each accident
Bodily Injury and Property Damage
\$1,000,000 Liability Combined
each accident
each occurrence

C. HARTFORD A & I INS CO

84 WBG KA2856 11/01/12 TO 11/01/13

(X) Employer's Liability

\$ 500,000 each accident*
\$ 500,000 each employee by
disease*
\$ 500,000 total policy by disease*

D.

() Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.