

STATE OF TEXAS            §  
  §  
COUNTY OF FORT BEND    §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

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 Gunda Corporation, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services related to the review, analysis, and implementation of clearance timings (Phase 1) and development of coordination timings for selected corridors (Phase 2), (hereinafter "Services") pursuant to SOQ 14-025; 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 one hundred thousand dollars and 00/100 (\$100,000.00). 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 staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices 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 one hundred thousand dollars and 00/100 (\$100,000.00), 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 one hundred thousand dollars and 00/100 (\$100,000.00).

### **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 March 1, 2016. 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 forty-eight (48) hours 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 of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

#### **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 Best's 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. 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. The terms and conditions of the Agreement are not proprietary or confidential information.

**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  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Gunda Corporation, LLC  
Attn: Ramesh Gunda, P.E., PTOE  
6161 Savoy, Suite 550  
Houston, Texas 77036

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**

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. 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. Performance**

16.1 Contractor represents 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 standard of care observed in the same profession at the same location.

16.2 Contractor represents 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 17. Assignment and Delegation**

17.1 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.

17.2 Neither party may delegate any performance under this Agreement.

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



**Section 18. 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 19. 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 20. Third Party Beneficiaries**

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

**Section 21. 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 22. 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 23. 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.

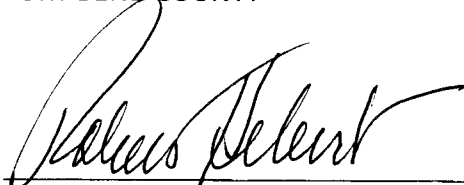
**Section 24. Conflict**

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

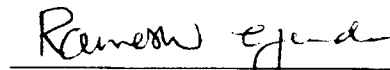
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 24<sup>th</sup> day of February, 2015.

FORT BEND COUNTY

GUNDA CORPORATION, LLC



Robert E. Hebert, County Judge



Ramesh Gunda, P.E., P.T.O.E., President

2-24-15

Date

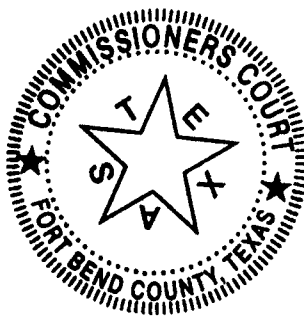
02/17/15

Date

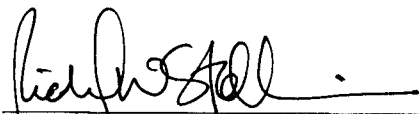
ATTEST:



Laura Richard, County Clerk



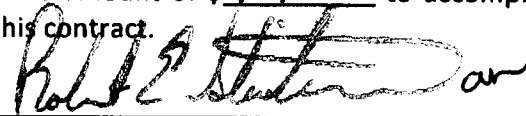
APPROVED:



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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 100,000 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A



# GUNDA CORPORATION

*Engineers, Planners & Managers*

February 11, 2015

Rick J. Staigle, P.E., PTOE  
First Assistant County Engineer  
Fort Bend County Engineering Department  
301 Jackson Street  
Richmond, Texas 77469

**SUBJECT: Traffic Signal Timing  
Analysis and Implementation - 52 Intersections  
Fort Bend County, Texas  
GUNDA Proposal No. P15021**

Dear Mr. Staigle:

Gunda Corporation, LLC (GUNDA) is pleased to provide this proposal to perform traffic signal timing analysis and field implementation at up to 52 intersections in Fort Bend County, Texas.

## **UNDERSTANDING**

Based on our discussion, it is our understanding that Fort Bend County is considering to perform traffic signal timing analysis and field implementation for 52 intersections throughout the County. This will be performed in two phases. Phase 1 will include review, analysis, and implementation of clearance timings and starting records database. Phase 2 will be timing analysis including traffic data collection, model development, coordination analysis, and time-of-day plans. The following is the priority list of corridors for timing analysis for Phase 2:

- Priority 1: Westheimer Parkway
- Priority 2: Bellaire Boulevard and Bay Hill Boulevard
- Priority 3: Fry Road
- Priority 4: Cinco Ranch Boulevard

It is also our understanding that crash data review and analysis is not required with this analysis. Improvements information at US 99 & Fry Road, US 99 & Westheimer Parkway, and Westheimer Parkway & Cinco Ranch Boulevard will be provided by the County staff. The following scope has been prepared to be consistent with the allocated budget for the year 2015. This scope includes Phase 1 and Priority 1 (Westheimer Parkway) of Phase 2.

## **SCOPE OF SERVICES**

### **Phase 1: Clearance Timing Evaluation, and Implementation**

GUNDA will conduct a field evaluation and prepare phasing diagrams in support of traffic signal timing analysis at up to 52 intersections throughout Fort Bend County, Texas. This task includes:

- One (1) meeting with the County staff;
- Site visits to document existing field conditions at each intersection;
- Field inventory of existing signal equipment at each intersection;

- Review upcoming roadway/intersection improvements;
- Clearance time calculations which includes Yellow, All Red and Pedestrian Walk and Flash Don't Walk times per latest guidance of the *Institute of Transportation Engineers (ITE)* manual;
- Phasing diagram showing the movements and phases with appropriate clearance times in a tabular format; and
- Field implementation support.

A technical report detailing the results of the field evaluation, analysis, and recommendations will be prepared for submittal to the County staff for review and comment. After implementation a checklist showing the summary of field implementation and notes will be provided to the County staff.

***Deliverables:***

- ***Technical report with spreadsheets and phasing diagrams for 52 intersections.***
- ***A checklist showing the summary of field implementation and notes.***

**Phase 2: Coordination Timing Analysis, and Implementation - Westheimer Parkway (Priority 1)**

GUNDA will conduct coordination timing analysis and provide field implementation support for nine (9) intersections along Westheimer Parkway. This task includes:

- 24-Hour tube counts at up to four (4) locations
- 12-Hour Turning movement counts at nine (9) locations
- Before Travel Time Runs
- Existing conditions Synchro model
- Determination of Measures of Effectiveness (MOE's)
- Signal timing optimization and coordination analysis
- Time-of-Day plans (AM Peak, Off-Peak, Mid-Day Peak, and Saturday Peak)
- Field implementation support
- Fine tuning
- After Travel Time Runs
- Comparison of MOE's and Travel Time Runs (Before and After)

A technical report detailing the summary of the above data collection, analysis, and field implementation will be prepared and submitted to the Fort Bend County staff for review and comment.

***Deliverables:***

- ***Technical report with Time-of-Day plans, and Coordination Analysis***
- ***A checklist showing a summary of field implementation and notes***

**PROJECT FEE AND SCHEDULE**

GUNDA will provide the proposed engineering services listed above for Phase 1 and Phase 2 for a lump sum fee of \$100,000 (including expenses). We will submit monthly invoices on a project percentage complete basis. We stand ready to work on this project as soon as we receive notice to proceed. We are confident that we will meet your schedule.



**ADDITIONAL SCOPE OF SERVICES**

Meetings, evaluation of additional intersections, design and implementation beyond those mentioned above, crash data review/analysis and services that are not included above will be considered as additional services.

**COUNTY SUPPLIED INFORMATION**

Fort Bend County shall provide the following information.

1. Final list of intersections to be evaluated
2. Existing intersection signalization drawings (As-Built Plans) or aerial maps
3. Existing signal timing information (if available)
4. Upcoming intersection/roadway improvements
5. Access to controller cabinets
6. Test controller to test timing plans
7. Executed copy of the contract and notice to proceed (NTP)

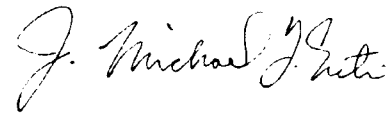
We appreciate the opportunity to work with you on this important project. Should you have any comments or questions please do not hesitate to call.

Sincerely,

**GUNDA CORPORATION, LLC**



Raghu K. Veturi, P.E., PTOE  
Project Manager



Michael Y. Ereti, P.E.  
Traffic Engineering Manager

Attachments:

Fort Bend County Signalization Log – Priority List  
Man Hours Breakdown  
Draft Schedule  
Insurance Certificate

cc: Ramesh Gunda, P.E., PTOE, Gunda Corporation  
Gerald, Wilson, P.E., Fort Bend County



## FORT BEND COUNTY - SIGNALIZATION LOG

No.	KEY MAP	STREET NAME	CROSS STREET	Precinct	TMC	SCHOOL PM TMC	SATURDAY TIMINGS
<b>WESTHEIMER PARKWAY CORRIDOR</b>							
22	484G	PIN OAK ROAD	KATY FLEWELLEN/MISTY BEND	3	PEAK		
48	484R	WESTHEIMER PRWY	GREENBUSCH/SADDLE SPUR	3			
38	484N	WESTHEIMER PRWY	FALCON LANDING BLVD	3	PEAK	YES	YES
9	485T	WESTHEIMER PRWY	CINCO RANCH BLVD.	3	12-HR		YES
10	485T	WESTHEIMER PRWY	COMMERCIAL CENTER BLVD.	3			YES
8	485T	WESTHEIMER PRWY	SOUTHFORD MANOR DR.	3			YES
	485T	WESTHEIMER PRWY	SH99	TXDOT	12-HR		YES
4	485U	WESTHEIMER PRWY	PEEK ROAD	3	PEAK		
2	485V	WESTHEIMER PRWY	MASON ROAD	3	PEAK		

<b>FRY ROAD CORRIDOR</b>							
66	524F	FRY ROAD	CINCO TERRACE DRIVE	3			
61	524G	FRY ROAD	SPRING GREEN BLVD	3	12-HR		
26	524D	FRY ROAD	KATY GASTON ROAD	3	PEAK	YES	
47	524D	FRY ROAD	GASTON ROAD	3			
53	525A	FRY ROAD	CINCO CROSSING DR	3	PEAK	YES	
18	525B	FRY ROAD	SEVEN MEADOWS PARKWAY	3	12-HR		YES
19	525B	FRY ROAD	HEB/HOME DEPOT DRIVEWAY	3	12-HR		YES
	525B	FRY ROAD	SH99	TXDOT	12-HR		YES
62	525C	FRY ROAD	CENTER VILLAGE DR	3	PEAK	YES	YES
12	525C	FRY ROAD	PEEK ROAD	3	PEAK	YES	YES
3	485Z	FRY ROAD	MASON ROAD	3	PEAK	YES	

<b>CINCO RANCH BOULEVARD CORRIDOR</b>							
60	524C	CINCO RANCH	SPRING GREEN BLVD	3	PEAK		
52	524C	CINCO RANCH	KATY GASTON ROAD	3			
39	484Z	CINCO RANCH	GASTON ROAD	3	PEAK	YES	
55	484W	CINCO RANCH	CINCO CROSSING DR	3			
9	WESTHEIMER PARKWAY AT CINCO RANCH INCLUDED IN WESTHEIMER PARKWAY SYSTEM						
5	485P	CINCO RANCH	COMMERCIAL CENTER BLVD.	3	PEAK	YES	
	525B	CINCO RANCH	SH99	TXDOT	12-HR		
13	485Q	CINCO RANCH	PEEK ROAD	3	PEAK		

<b>BAY HILL CORRIDOR</b>							
46	485K	BAY HILL BLVD	FALCON LANDING BLVD	3	PEAK		
	485K	BAY HILL BLVD	SH99	TXDOT	12-HR		
41	485K	HIGHLAND KNOLLS	GREENWAY VILLAGE DR	3	PEAK		

<b>BELLAIRE BOULEVARD CORRIDOR</b>							
16	525K	BELLAIRE BLVD	WALMART ENTRANCE	3			
35	525L	BELLAIRE BLVD	SH99	3	12-HR		
75	525L	BELLAIRE BLVD	PARKWAY LAKE CT/SAMS CLUB	3			

## FORT BEND COUNTY - SIGNALIZATION LOG

No.	KEY MAP	STREET NAME	CROSS STREET	Precinct	TMC	SCHOOL PM TMC	SATURDAY TIMINGS
<b>UNCOORDINATED SIGNALS</b>							
14	527U	ADDICKS CLODINE	BEECHNUT	2			
17	526Q	BEECHNUT STREET	GRAND MISSION BOULEVARD	2, 3			
42	527M	BEECHNUT STREET	WINKLEMAN	2			
64	484U	FALCON LANDING	GASTON ROAD	3			
73	484Y	FALCON LANDING	SPRING GREEN BLVD	3			
23	527V	GAINES	BISSONNET	3			
37	484K	KATY FLEWELLEN	WOODCREEK/GRAYSON LAKES	3			
44	524H	KATY GASTON RD	SEVEN LAKES HIGH SCHOOL RD	3			
1	485V	MASON ROAD	CINCO RANCH BLVD.	3			
40	485R	MASON ROAD	NORTHMOOR	3			
69	566F	MASON ROAD	SKINNER/FARMER ROAD	4			
6	567X	NEW TERRITORY	HOMEWARD WAY (WEST)	4			
11	607C	NEW TERRITORY	HOMEWARD WAY (EAST)	4			
45	566L	PLANTATION DR	HARLEM RD	3, 4			
63	524G	SPRING GREEN	SOUTH PARK (ACADEMY)	3			
65	524G	SPRING GREEN	CINCO TERRACE DRIVE	3			
49	567C	SPRING GREEN	OLD RICHMOND RD	4			
43	528X	WEST BELLFORT	BELKNAP	2, 3			
68	526W	WEST BELLFORT	MEADOW RANCH PARKWAY	4			



**FORT BEND COUNTY TRAFFIC SIGNAL TIMING**  
 Base Scope of Services - Proposed Project Budget  
 Gunda Corporation, LLC  
 FEBRUARY 11, 2015

**PHASE 1: Update Clearance Timings - 52 Intersections**

Staff	Task	Principal	Project Manager	Senior Engineer	Graduate Engineer	Systems Specialist	Technician	Clerical		Total Man Hours	Expenses	Total Task
								\$	Hours			
		\$225	\$165	\$140	\$100	\$110	\$75	\$60	\$60			
<b>1.0 PROJECT MANAGEMENT</b>		<b>1</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4.99</b>	<b>0</b>	<b>17.99</b>	<b>\$0.00</b>	<b>\$2,504</b>
	Administration		3							3		\$495
	Coordination		3							3		\$495
	Invoicing	1	2					5		8		\$854
	Weekly Progress Reports		4							4		\$660
<b>2.0 DATA COLLECTION</b>		<b>0</b>	<b>8</b>	<b>0</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>\$0.00</b>	<b>\$2,420</b>
	Existing Timing Plans		2		2					4		\$530
	Existing Signal Layouts		2		2					4		\$530
	Field Inventory		4		7					11		\$1,360
<b>3.0 ANALYSIS</b>		<b>0</b>	<b>72</b>	<b>0</b>	<b>102</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>174</b>	<b>\$0.00</b>	<b>\$22,980</b>
	Field Observations		46		62					108		\$13,790
	Clearance Timings (Y+AR+Ped)		26		40					66		\$8,290
<b>4.0 REPORT PRODUCTION</b>		<b>2</b>	<b>50</b>	<b>0</b>	<b>119</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>171</b>	<b>\$0.00</b>	<b>\$20,600</b>
	Report	1	10		15					26		\$3,375
	Exhibits		20		52					72		\$8,500
	Spreadsheets with Phasing Diagrams	1	20		52					73		\$8,725
<b>5.0 IMPLEMENTATION</b>		<b>0</b>	<b>24</b>	<b>0</b>	<b>86</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>118</b>	<b>\$0.00</b>	<b>\$13,440</b>
	Field Implementation		20		80					100		\$11,300
	Troubleshooting					8				8		\$880
	Implementation Checklist		4		6					10		\$1,260
<b>6.0 QA/QC</b>		<b>1</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>\$0.00</b>	<b>\$1,710</b>
	Analysis		4							4		\$660
	Report	1	3							4		\$720
	Implementation		2							2		\$330
<b>Total Hours</b>		<b>4</b>	<b>175</b>	<b>0</b>	<b>318</b>	<b>8</b>	<b>0</b>	<b>4.99</b>	<b>0</b>	<b>510</b>		
<b>Total Budget</b>		<b>\$900.00</b>	<b>\$28,875.00</b>	<b>\$0.00</b>	<b>\$31,800.00</b>	<b>\$880.00</b>	<b>\$0.00</b>	<b>\$299.40</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$62,754</b>

**FORT BEND COUNTY TRAFFIC SIGNAL TIMING**  
 Base Scope of Services - Proposed Project Budget  
 Gunda Corporation, LLC  
 FEBRUARY 11, 2015

**PHASE 2: Westheimer Parkway (9 INTERSECTIONS)**

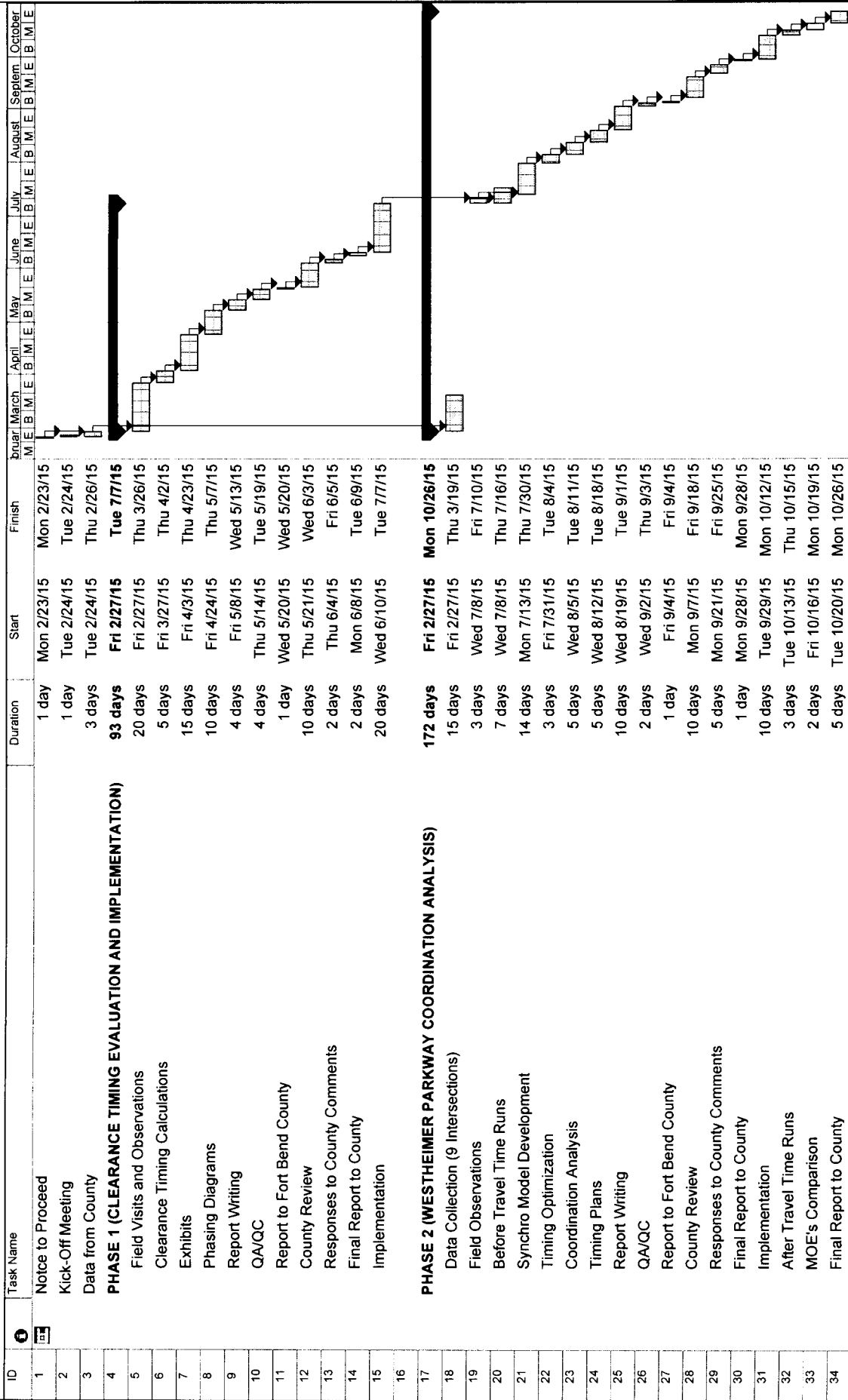
Staff	Principal	Project Manager	Senior Engineer	Graduate Engineer	Systems Specialist	Technician	Clerical	Total Man Hours	Expenses	Total Task
<b>1.0 PROJECT MANAGEMENT</b>										
Administration	1	12	0	0	0	0	4.3	17.3	\$0.00	\$2,463
Coordination		3						3		\$495
Invoicing	1	2					4	7		\$813
Weekly Progress Reports		4						4		\$660
<b>2.0 DATA COLLECTION</b>	0	10	0	18	0	0	0	28	\$10,062.50	\$13,513
Existing Timing Plans		2		2				4		\$530
Existing Signal Layouts		2		2				4		\$530
24-Hour Tube Counts*								0	\$800.00	\$800
Turning Movement Counts*		1		3				4	\$6,862.50	\$7,328
Before Travel Time Runs*								0	\$1,200.00	\$1,200
After Travel Time Runs*								0	\$1,200.00	\$1,200
Field Inventory		4		8				12		\$1,460
School Zones and Timings		1		3				4		\$465
<b>3.0 ANALYSIS</b>	1	24	0	38	0	0	0	63	\$0.00	\$7,985
Field Observations		6		8				14		\$1,790
Clearance Timings (Y+AR+Ped)								0		\$0
Synchro Model Development	1	6		12				19		\$2,415
Timing Optimization		6		10				16		\$1,990
Coordination Plans		6		8				14		\$1,790
<b>4.0 REPORT PRODUCTION</b>	2	17	0	30	0	0	0	49	\$0.00	\$6,255
Report	1	4		10				15		\$1,885
Exhibits		1		8				9		\$965
Spreadsheets with Phasing Diagrams	1	8		8				17		\$2,345
Measures of Effectiveness (MOES)		4		4				8		\$1,060
<b>5.0 IMPLEMENTATION</b>	0	16	0	18	8	0	0	42	\$0.00	\$5,320
Field Implementation		12		12	8			24		\$3,180
Implementation Checklist		4		6	8			8		\$880
<b>6.0 QA/QC</b>	1	9	0	0	0	0	0	10	\$0.00	\$1,260
Analysis		4		4				4		\$660
Report	1	3		3				4		\$720
Implementation		2		2				2		\$330
<b>Total Hours</b>	5	88	0	104	8	0	4	209		
<b>Total Budget</b>	\$1,125.00	\$14,520.00	\$0.00	\$10,400.00	\$880.00	\$0.00	\$258.00		\$10,062.50	\$37,246

\* Traffic Counts by Sub-Consultant C.J. Hensch and Associates.



# PROPOSED SCHEDULE Traffic Signal Timing (Phase 1 & Phase 2)

Phase 1: 52 Intersections  
Phase 2: 9 Intersections



Project: 150211-Signal Timing Schedu  
Date: Wed 2/11/15

Task Split Progress

Milestone Summary Project Summary

External Tasks External Milestone Deadline



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/12/2015

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).

<b>PRODUCER</b> Marsh Sponsored Programs a service of Seabury & Smith, Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800-338-1391 <b>E-MAIL ADDRESS:</b> acecclientrequest@marsh.com	<b>FAX (A/C, No):</b> 888-621-3173
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gunda Corporation, LLC  Mr. Ramesh Gunda 6161 Savoy Dr, Ste 550 Houston, TX 77036	<b>INSURER A:</b> Hartford Accident & Indemnity	
	<b>INSURER B:</b> Hartford Casualty Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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 SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	84SBWRS7899 PROFESSIONAL LIAB EXCL  SEVERABILITY OF INTEREST	02/27/2014	02/27/2015	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	<b>AUTOMOBILE LIABILITY</b> <input 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	Y Y	84SBWRS7899	02/27/2014	02/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	84XHGYH2129	02/27/2014	02/27/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	84WEGTC7534	02/27/2014	02/27/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Traffic signal timing analysis and implementation at up to 52 intersections in Fort Bend County, TX Fort Bend County and the members of Commissioners Court are included as additional insured for the above coverage's except WC when required by written contract. 30 day notice of cancellation will be given to the certificate holder per policy endorsements. Waiver of Subrogation is included when required by written contract.

<b>CERTIFICATE HOLDER</b>  Fort Bend County Attn: County Engineer 301 Jackson Street Richmond, TX 77469	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/12/2015

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).


<b>PRODUCER</b> Marsh Sponsored Programs a service of Seabury & Smith, Inc. 701 Market Street, Ste. 1100 St. Louis MO 63101	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800-338-1391 <b>E-MAIL ADDRESS:</b> acecclientrequest@marsh.com	<b>FAX (A/C, No):</b> 888-621-3173
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gunda Corporation, LLC  6161 Savoy, Suite 550 Houston, TX 77036	<b>INSURER A:</b> Wesco Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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 SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>  GEN'L AGGREGATE LIMIT APPLIES PER. POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		ARA1119692-00	02/27/2014	02/27/2015	Ea. Claim \$2,000,000 Aggregate \$2,000,000

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

<b>CERTIFICATE HOLDER</b>  Fort Bend County Attn: County Engineer 301 Jackson Street Richmond, TX 77469	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

