

STATE OF TEXAS            §  
  §  
COUNTY OF FORT BEND    §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR TRAFFIC ANALYSIS  
2013 MOBILITY BOND PROJECT NO. 13319**

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 TEDSI Infrastructure Group (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide certain professional engineering services provide review of traffic impacts from La Centerra Commercial Development, including but not limited to, a traffic analysis of State Highway 99/Grand Parkway from Cinco Ranch Boulevard to West Bellfort (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 B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred twenty-nine four hundred forty-one dollars and 00/100 (\$129,441.00) on a lump sum basis by Task. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The Maximum Compensation shall be allocated as follows and also described in Exhibit B:

3.1.1 Lump sum in the amount of \$87,060.00 for Task A – Traffic Engineering Analysis; and

3.1.2 Lump sum in the amount of \$42,381.00 for Task B – Additional Services, SH 99 from Fry Road to FM 1093

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 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 twenty-nine four hundred forty-one dollars and 00/100 (\$129,441.00), 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 twenty-nine four hundred forty-one dollars and 00/100 (\$129,441.00).

**Section 5. Time of Performance**

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end December 31, 2015. 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 (or a Claims Made form for Professional Liability insurance) 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 may be made on a Claims Made form 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 and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, 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  
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: TEDSI Infrastructure Group  
Attn: Jules M. (Jay) Morris, Jr., P.E., Vice President  
738 Hwy 6 South, Suite 430  
Houston, Texas 77079

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 Warranty**

16.1 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.

16.2 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 17. Assignment**

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 exhibits, 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 9 day of June, 2015.

FORT BEND COUNTY

*Robert E. Hebert*

Robert E. Hebert, County Judge

June 9, 2015

Date

TEDS INFRASTRUCTURE GROUP

*Jules M. (Jay) Morris, Jr.*

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

6/3/15

Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



APPROVED:

*Richard W. Stolleis*

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 129,441.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Edward Sturdivant*

Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A

## EXHIBIT A

### SCOPE OF ENGINEERING SERVICES

#### GENERAL:

The work as described herein will be performed in order to identify appropriate improvements necessary to reduce existing and future traffic congestion along and adjacent to the SH 99 corridor within the area generally described as being between Highland Knolls Drive to the north, and Mason Road to the south (approximately 8 miles). Within these limits, certain hot spots exist which today create significant congestion both on and adjacent to the SH 99 corridor at various daily intervals. This includes the LaCenterra commercial and residential development at Cinco Ranch Blvd. Certain access points to and from the corridor also suffer from measurable congestion, including the southbound exits to both Cinco Ranch Blvd and Fry Road, and also the northbound entrance from Fry Road. Other areas deserve attention as well.

TEDSI will pursue the level of traffic analysis required to achieve reasonable solutions, preliminary construction cost estimates will be produced for each improvement, and alternatives will be prioritized based upon need/cost/magnitude (time required to implement).

#### TASK A – TRAFFIC ENGINEERING ANALYSIS:

##### A.1 Project Coordination

TEDSI shall coordinate with Fort Bend County and/or TxDOT as required by this project.

##### A.2 Data Collection

TEDSI will collect 12-hour traffic turning movement counts at the following intersections for both a typical weekday and a Saturday.

1. SH 99 at Cinco Ranch Blvd
2. SH 99 at Westheimer Pkwy
3. SH 99 at Fry Rd
4. SH 99 at FM 1093

TEDSI will collect peak-hour traffic turning movement counts at the following intersections for both a weekday and a Saturday:

1. Cinco Ranch Blvd at LaCenterra east driveway
2. Cinco Ranch Blvd at LaCenterra west driveway
3. Cinco Ranch Blvd at Commercial Center Blvd
4. Commercial Center Blvd at LaCenterra Phase I north driveway
5. Commercial Center Blvd at LaCenterra Phase I central driveway

6. Commercial Center Blvd at LaCenterra Phase I south driveway
7. Commercial Center Blvd at LaCenterra Phase II north driveway
8. Commercial Center Blvd at LaCenterra Phase II south driveway
9. Westheimer Pkwy at Commercial Center Blvd
10. Westheimer Pkwy at Southford Manor Ln / Target driveway

### **A.3 Traffic Impact Analysis for LaCenterra Phase II Luxury Condominium and Offices**

TEDSI will need to receive occupancy/capacity information of the luxury condominium development (the Grand LaCenterra) and multi-level office development in LaCenterra Phase II, and will conduct traffic impact analysis for the opening day projections to determine the operational LOS at all counted locations listed in Section A.2.

### **A.4 Existing and Proposed Intersection Capacity Analysis**

Based on the collected traffic data and existing signal timing data, TEDSI will conduct intersection capacity analysis for AM Peak, PM Peak, and Weekend Peak for both existing and future conditions (6 scenarios total) to determine existing delay and LOS at the three diamond intersections. With the added traffic from the proposed luxury condominium development and multi-level office development, proposed intersection capacity analysis will be conducted as well. Special attentions will be on the SB traffic backups on SH 99 exit ramps at Cinco Ranch Blvd and at Fry Road during the PM peak hour.

Based on the analysis results, TEDSI will make recommendations of short-term and long-term mitigation measures, including but not limited to signal timing/phasing, striping, geometric modifications of intersections, adding turn-lanes, extending lanes/ramps etc.

### **A.5 Continuous Frontage Road Feasibility Study and Ramp Configuration Study**

TEDSI will study the feasibility of a new southbound frontage road for 2 specific sections, 1) Cinco Ranch Blvd to Westheimer Pkwy, and 2) Fry Road to FM 1093. TEDSI will summarize the pros and cons for these two continuous frontage road sections from traffic perspectives.

The southbound exit ramps to Cinco Ranch Blvd and to Fry Rd currently experience measurable congestion. TEDSI will investigate ways in which traffic congestion can be eased, while improving safety. Que lengths will be measured in the field during the peak periods, to use in addition to the traffic counts listed in Section A.2. Ramp reversal option on SB frontage road between Cinco Ranch Blvd and Westheimer Pkwy will be studied as well. The pros and cons will be summarized.

### **A.6 Operational Analysis and Projections at Remaining Locations along SH 99**

TEDSI will review conditions and traffic characteristics at other locations along the corridor, one of which will be the portion between West Bellfort and (future) Peek Road. Commercial development is on the rise adjacent and to the east side of the SH 99 corridor. A likely future Peek Road connection to SH 99 from FM 1093 will influence existing traffic patterns, and would accelerate consideration for extension of the existing northbound frontage road to connect to

the future Peek Road. In addition, certain SH 99 mainlane deficiencies are routinely witnessed throughout this project study area, particularly north of FM 1093. These examples are among the areas which TEDSI will evaluate and include in their prioritization of improvement alternatives. TEDSI will coordinate fully with Fort Bend County Engineering so to ensure inclusion of all appropriate locations of concern.

#### **A.7 Compile all Work into Consolidated Report**

TEDSI will generate a draft of the completed report, including all text, figures, photographs, traffic data collection and projections, and recommendations for review and comment. Once comments are received and addressed, TEDSI will issue up to 3 original reports, bearing seal, signature and date of responsible Professional Engineer in the State of Texas, along with a PDF file of the entire signed and sealed study.

### **TASK B – ADDITIONAL SERVICES:**

#### **B.1 SH 99 – Fry Road to FM 1093**

Currently, a separate design effort is underway for the improvements to the SH 99 at FM 1093 interchange that will include provisions for elevated direct connectors. Prior, TEDSI was requested by the Fort Bend Grand Parkway Toll Road Authority to prepare a fee proposal to study the specific area of the southbound traffic between Fry and FM 1093, with particular attention to the existing on-ramp and the feasibility of a continuous frontage road within these limits. At present, it is unclear as to whether this study has been performed (by others). If such effort has not been pursued, this effort could be included herein as part of this contract, albeit as additional services.

The proposed interchange of the Fort Bend Grand Parkway Toll Road (SH 99) at Westpark Tollway (FM 1093) consists of eight (8) direct connectors (DC) with continuous frontage roads along SH 99 in both NB and SB directions in the vicinity of FM 1093. Of the ultimate eight DCs, only one (SB SH 99 to EB Westpark Tollway) was constructed previously and currently serves existing traffic demand. The intersection of the SH 99 and FM 1093 frontage roads form a signalized split diamond configuration. The closest signalized intersections along SH 99 are at Fry Road on the north side and at Bellaire Boulevard on the south side. Under existing condition, there is continuous frontage road on the NB departure side (from FM 1093 to Fry) and SB departure side (from FM 1093 to Bellaire) of the split diamond intersection with an entrance ramp followed by an exit ramp that connects the frontage road to the SH 99 main lanes. On the NB approach side (from Bellaire to FM 1093) and SB approach side (From Fry to FM 1093), there is an entrance ramp followed by an exit ramp (no continuous frontage road in this area).

Due to the distance and geometry restriction, when the ultimate interchange is completely constructed and in service, it is anticipated that there will be sufficient room for only one ramp (either exit or entrance) at each of these specific locations. TEDSI has been requested to provide traffic engineering adequate to analyze the future conditions and to make recommendations towards the best solution for surface traffic movements at the interchange. TEDSI will collect

available data, including interchange schematic, latest traffic volumes, signal timing, related traffic reports etc. as a basis for the traffic study.

TEDSI shall use available traffic data, expected traffic conditions (considering rapid residential development and commercial development in this area) and sound engineering judgment to project traffic volumes under different alternative ramp configurations and analyze traffic operations at signalized intersections. TEDSI shall recommend the ramp configurations under the ultimate interchange condition (all eight DCs are in place with continuous frontage road in all four approaches) based on the traffic analysis results. Braided ramp may also be recommended if the study results show the necessity to have both entrance and exit ramps within a given segment. All analysis, findings and recommendations will be summarized in an engineering report. As part of the report, tables, maps or diagrams will be prepared to show the projected traffic volumes and summarize the analysis results.

# EXHIBIT B

**Task A - Traffic Engineering Analysis**

Description	Principal	Sr. Project Manager	Senior Engineer	Traffic Engineer	Project Designer	Engineering Designer	Cadd Tech	Project Administrator	Clerical	Hours	Fee
Project Coordination	8										
Traffic Impact Analysis for LaCentera Phase II Luxury Condominium and Offices	2			14	22	22				16	\$ 2,834.64
Intersection Capacity Analysis (Existing and Proposed)	2			20	30	30				62	\$ 8,677.26
Continuous Frontage Road Feasibility Study and Ramp Configuration Study	2			24	34	34				84	\$ 11,735.58
Operational Analysis and Projections at Remaining Locations along SH 99	2			16	24	24				94	\$ 13,255.02
Prepare Engineering Recommendations	4			12	18	18				60	\$ 11,579.10
Prepare and Submit Final Report and All Required Deliverables	2			4	10	10				48	\$ 8,398.08
											\$ 5,791.08
<b>Total Hours</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>90</b>	<b>138</b>	<b>138</b>	<b>38</b>	<b>12</b>	<b>16</b>	<b>454</b>	<b>\$ 62,271</b>
<b>Percent of Total Labor</b>	<b>4.85%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>19.82%</b>	<b>30.40%</b>	<b>30.40%</b>	<b>8.57%</b>	<b>2.64%</b>	<b>3.52%</b>	<b>100.00%</b>	
<b>Direct Expenses</b>											
12-hour TMC at 5 diamond intersections (weekday + Saturday) @ \$1600/ea.										10	\$ 16,000
Peak hour TMC at 10 regular intersections (weekday + Saturday) @ \$400/ea.										20	\$ 8,000
Vehicle Mileage @ Current IRS Rate (\$0.575/mi)										800	\$ 460
Photocopies B/W (8X10) @ \$0.10/ea.										600	\$ 60
Photocopies Color (8X10) @ \$1.00/ea.										150	\$ 150
Deliveries/Overnight Mail - Oversized Box @ \$30/ea. (Receipt Required)										4	\$ 120
<b>Total</b>											<b>\$ 24,790</b>

**Total Task A = \$ 87,060**

**Task B - Additional Services, SH 99 from Fry Road to FM 1093**

Description	Principal	Sr. Project Manager	Senior Engineer	Traffic Engineer	Project Designer	Engineering Designer	Cadd Tech	Project Administrator	Clerical	Hours	Fee
Project Coordination	2										
Assemble Available Data				4	4					4	\$ 708.66
Analyze Existing Condition Intersection Operations				6	12					10	\$ 1,689.66
Project Future Traffic for Each Ramp Configuration Alternative and Analyze				32	40					24	\$ 3,540.18
Prepare Engineering Recommendations				8	8					90	\$ 13,809.30
Prepare and Submit Final Report and All Required Deliverables										20	\$ 3,379.32
										6	\$ 534.24
<b>Total Hours</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>50</b>	<b>64</b>	<b>0</b>	<b>14</b>	<b>2</b>	<b>6</b>	<b>154</b>	<b>\$ 23,658</b>
<b>Percent of Total Labor</b>	<b>1.30%</b>	<b>3.52%</b>	<b>0.00%</b>	<b>11.01%</b>	<b>14.10%</b>	<b>0.00%</b>	<b>3.08%</b>	<b>0.44%</b>	<b>1.32%</b>	<b>34.78%</b>	
<b>Direct Expenses</b>											
Standard Peak Hour Counts, 2 AM/2 PM - Locations to be Specified As Needed @ \$400/ea.										12	\$ 4,800
Standard 12 Hour Counts - Locations to be Specified As Needed @ \$800/ea.										12	\$ 9,600
Standard 24-Hour Tube Counts - Locations to be Specified As Needed @ \$200/ea.										20	\$ 4,000
Vehicle Mileage @ Current IRS Rate (\$0.575/mi)										300	\$ 173
Photocopies B/W (8X10) @ \$0.10/ea.										150	\$ 15
Photocopies Color (8X10) @ \$1.00/ea.										75	\$ 75
Deliveries/Overnight Mail - Oversized Box @ \$30/ea. (Receipt Required)										2	\$ 60
<b>Total</b>											<b>\$ 18,723</b>

**Total Task B = \$ 42,381**