

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**SECOND AMENDMENT TO AGREEMENT FOR  
 PROFESSIONAL ENGINEERING SERVICES**

**THIS SECOND AMENDMENT**, 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 AIA Engineers, Ltd., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on March 10, 2015, (hereinafter "Agreement") pursuant to SOQ 14-025; as amended by document dated February 23, 2016, (hereinafter "Amendment"); and

WHEREAS, the parties desire to amend the Agreement to add signal timing and turn-on support services to be provided, increase the total Maximum Compensation and extend the time of performance for the completion of such services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

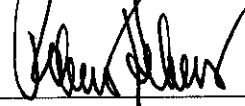
1. County shall pay Contractor an additional eight hundred dollars and no/100 (\$800.00) for the signal timing and turn-on support as described in the proposal dated April 27, 2015 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed forty-eight thousand five hundred three and 47/100 (\$48,503.47), authorized as follows:
  - A. \$45,277.00 under the Agreement
  - B. \$2,426.47 under the Amendment; and
  - C. \$800.00 under this Second Amendment.
3. The parties agree the Time of Performance under the Agreement remained in effect to date and shall hereby be extended to end no later than April 30, 2018.
4. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without a written agreement signed by the parties.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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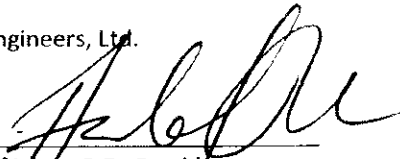
Second Amendment to Agreement for Professional Engineering Services  
 Traffic Signal Design for West Bellfort at Burney Road  
 Page 1 of 2

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

5-23-2017  
Date

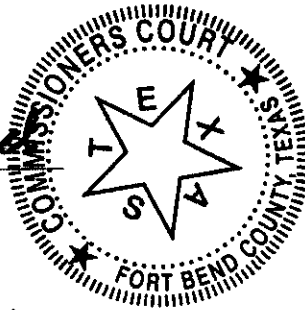
AIA Engineers, Ltd.

  
Ashraf Islam, P.E., President

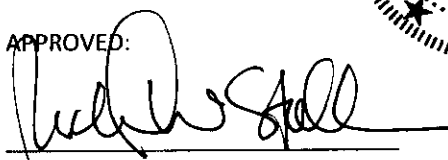
5/3/2017  
Date

ATTEST:

  
Laura Richard, County Clerk



APPROVED:

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

APPROVED AS TO LEGAL FORM:

  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$48,503.47 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Ed Sturdivant, County Auditor

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# EXHIBIT A



15310 Park Row  
Houston, Texas 77084  
Telephone (281) 493-4140  
Fax (281) 493-2211  
E-Mail: [zschwartz@aiainc.com](mailto:zschwartz@aiainc.com)

April 27, 2017

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

Re: Traffic Signal Timing for West Bellfort at Burney Road  
AIA Job No.: TX2378-02

Dear Mr. Staigle:

AIA Engineers, Ltd. (AIA) is pleased to present our fee proposal for the subject project.

AIA will upload signal timings into the controller and provide signal turn on assistance at the West Belfort at Burney Road intersection. In addition AIA will provide technical support to adjust signal timings during the AM/PM peak hours should it be required.

Upload Signal Timing/Signal Turn on Assistance - \$400  
Tech Support/Signal Timing Adjustments, AM/PM Peak Hours (\$100 x 4 hours max) - \$400

We look forward to working with you on this project. If you have questions, please contact me at 281-493-4140 ext 247.

Sincerely,

**AIA Engineers, Ltd.**

A handwritten signature in cursive script, appearing to read 'Zina Schwartz'.

Zina Schwartz, P.E.  
Project Manager

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS AMENDMENT**, 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 AIA Engineers, Ltd., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on March 10, 2015, (hereinafter "Agreement"); and

WHEREAS, the parties desire to amend the Agreement for surveying and construction phase services to be provided, increase the total Maximum Compensation and extend the time of performance for the completion of such services.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. County shall pay Contractor an additional two thousand four hundred twenty-six dollars and 47/100 (\$2,426.47) for the surveying and construction phase services as described in the proposal dated October 21, 2015 attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed forty-seven thousand seven hundred three and 47/100 (\$47,703.47), authorized as follows:  

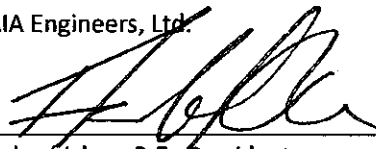
\$45,277.00 under the Agreement  
    \$33,427.00 for Total Basic Services  
    \$11,850.00 for Total Additional Services; and  
\$2,426.47 under this Amendment  
    Addition of \$3,691.47 for Total Basic Services = \$37,118.47  
    Reduction of \$1265.00 from Total Additional Services = \$10,585.00  
    New Total Basic Service + Total Additional Services = \$47,703.47
3. The Time of Performance under the Agreement shall hereby be extended to end no later than August 1, 2017.
4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an approved change order.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

AIA Engineers, Ltd.

  
Ashraf Islam, P.E., President


Date

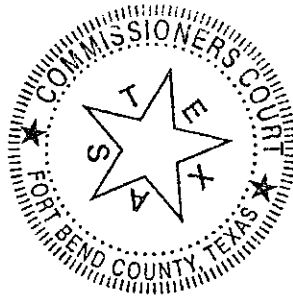
2.23.2016

Date

02/04/2016

ATTEST:

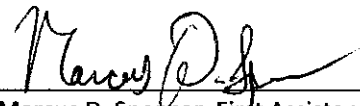
  
Laufa Richard, County Clerk



APPROVED:

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

APPROVED AS TO LEGAL FORM:

  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$47,703.47 to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

I:\Marcus\Agreements\Engineering\Traffic Engineering\AIA\Amend 1 - Traffic Signal Design.AIA.docx

# EXHIBIT A



15310 Park Row  
Houston, Texas 77084  
Telephone (281) 493-4140  
Fax (281) 493-2211  
E-Mail: zschwartz@aiainc.com

October 21, 2014

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

Re: Traffic Signal Design for West Bellfort at Burney Road  
AIA Job No.: TX2378-00  
**Proposal for surveying Services**

Dear Mr. Staigle:

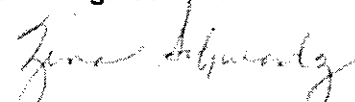
AIA Engineers, Ltd., is pleased to present our fee proposal for the subject project. The following documents are attached:

Task Description	AIA Engineers, Ltd.	Windrose Land Services, Inc.	Total
<b>Survey Services</b>	10% Management Fee	Surveying	
Cat. IB, Condo 11 Boundary Only Survey	\$243.60	\$2,436.00	\$2,679.60
Prepare Legal Description & Exhibit	\$54.10	\$541.00	\$595.10
Obtain Limited Title Report for Easement Parcel (by others)	\$37.89	\$378.88	\$416.77
		<b>Total</b>	<b>\$3,691.47</b>

Task Description	AIA Engineers, Ltd.	Windrose Land Services, Inc.	Total
<b>Construction Phase Services</b>	10% Management Fee	Surveying	
Stakeout Poles, Controller, Wheelchair Ramps and ROW, As Requested	\$190.00	\$1,900.00	\$2,090.00
Stakeout Contractor Control Points for Construction	\$95.00	\$950.00	\$1,045.00
Prepare As-Built Conditions Map (If Required)	\$200.00	\$2,000.00	\$2,200.00
		<b>Total</b>	<b>\$5,335.00</b>

We look forward to working with you on this project. If you have questions, please contact me at 281-493-4140 ext 247.

Sincerely,  
**AIA Engineers, Ltd.**

  
Zina Schwartz, P.E.  
Project Manager





**Windrose Land Services, Inc**  
 3200 Wilcrest, Suite 325  
 Houston, Texas 77042  
 Phone (713) 458-2281 Fax (713) 461-1151

**Professional Development Consultants**  
 Land Surveying, Platting, Project Management and GIS Services  
 Firm Registration No. 10108800

October 12, 2015 (Rev: 10/21/15)

AIA Engineers, Ltd.  
 Ms. Zina Schwartz, P.E.  
 15310 Park Road  
 Houston, TX 77084  
 O: (281) 493-4140  
 C: (832) 969-3966  
 F: (281) 861-4424  
 E: [zschwartz@aiainc.com](mailto:zschwartz@aiainc.com)

Re: "West Belfort at Burney Road Traffic Signal Design" Traffic signal improvements located at the intersection of West Belfort Drive and Burney Road, situated in the Alexander Hodge Survey, Abstract No. 194, City of Houston ETJ, Fort Bend County, Texas.

#### Surveying Services

Service	Price	Time Frame
Cat. 1B, Cond. II Boundary Only Survey West Belfort Drive and Burney Road Street Right-of-way Lines at Intersection Only Survey price includes necessary GPS tie to the Texas State Plane Coordinate System (CORS)	\$ 2,436.00	10-12 Business Days
Prepare Legal Description & Exhibit Traffic Signal Easement at SW Corner of Intersection	\$ 541.00	
Obtain limited title report for Easement parcel (By others)	\$ 378.88	3-5 Business Days

#### Construction Phase Services

Service	Price	Time Frame
Stakeout Poles, Controller, Wheelchair Ramps and ROW As Requested	\$ 1,900.00	As requested
Stakeout Contractor Control Points for Construction	\$ 950.00	
Prepare As-Built Conditions Map (If Required)	\$ 2,000.00	10-12 Business Days



**Windrose Land Services, Inc**

3200 Wilcrest, Suite 325

Houston, Texas 77042

Phone (713) 458-2281 Fax (713) 461-1151

**Professional Development Consultants**

**Land Surveying, Platting, Project Management and GIS Services**

**Firm Registration No. 10108800**

**Notes:**

- A.) Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by others.
- B.) Timeframes as indicated above are based on the acceptance and execution of this proposal within 5 business days from the date of issuance. Proposals accepted after said 5 day period may be subject to delay and will not receive priority over existing projects already in process.
- C.) Review of any oil, gas & mineral leases or rights as located within a current title commitment are beyond the scope of this contract, and will not be reflected or noted on the final survey. If any oil, gas, or mineral leases or rights are located within a current title commitment, and review is requested, it will be deemed an additional service and will be billed on a Time and Materials Basis. (See attached rate sheet)
- D.) All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, Central Zone, NAD83.

**WLS Billing Statement**

- WLS invoicing is mailed monthly with a Net 15 day term, if payment is not received in 15 days a 10% late charge fee may be assessed.
- Revisions not the fault of WLS will be charged at T&M (See Rate Schedule) plus reproduction and courier cost.
- Survey timeframes based on no inclement weather & no eccentricities with the property.
- Fee includes a one-time delivery fee of six hard copies. Additional deliveries & reproductions will be invoiced directly to the client.
- **Windrose Land Services, Inc. will avail itself of all lien laws under the Texas Property Code, if invoices are not paid promptly. The client will be responsible for any fees associated with recovering full payment.**

Thank you for allowing Windrose Land Services to offer our professional services. If this proposal is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Only written requests will be acted upon by this office and if outside the scope of work, terms will be agreed upon prior to commencing. Please do not hesitate to call with any questions or comments.

Sincerely,

Robert Kness, R.P.L.S.

Principal / Managing Director

Email: [robert.kness@windroseservices.com](mailto:robert.kness@windroseservices.com)

Attachments:

Provisions of the Authorization for Professional Services

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Authorization Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AIA Engineers, Ltd.  
Houston, TX United States

Certificate Number:  
2016-9235

Date Filed:  
02/04/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

SOQ #14-025  
Traffic Signal Design

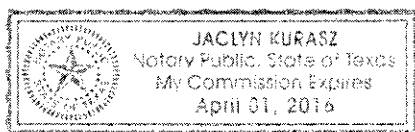
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Islam, Ashraf	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Karen Dennis*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Karen Dennis, this the 4th day of February, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Jaclyn Kurasz

Printed name of officer administering oath

Notary Public

Title of officer administering oath

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 AIA Engineers, Ltd. (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 traffic signal design for the intersection of West Bellfort and Burney Road, (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 forty-five thousand two hundred seventy-seven dollars and 00/100 (\$45,277.00). 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:

3.1.1. \$33,427.00 for Total Basic Services

3.1.2. \$11,850.00 for Total Additional Services

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 forty-five thousand two hundred seventy-seven dollars and 00/100 (\$45,277.00), 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 forty-five thousand two hundred seventy-seven dollars and 00/100 (\$45,277.00).

### **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 August 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:	AIA Engineers, Ltd. Attn: Zina Schwartz, P.E. 15310 Park Row Houston, Texas 77084

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.

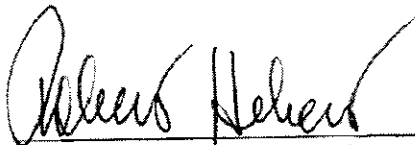
#### **Section 24. Conflict**


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 10 day of March, 2015.

FORT BEND COUNTY

AIA Engineers, Ltd.

  
Robert E. Hebert, County Judge

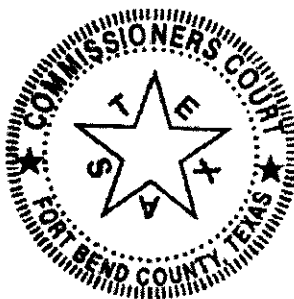
  
Ashraf Islam, P.E., President

3-10-2015  
Date


02/27/2015  
Date

ATTEST:

  
Laura Richard, County Clerk

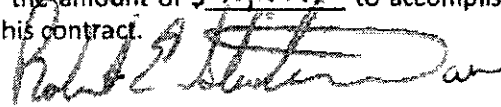


APPROVED:

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

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$45,277.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.

  
Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A



15310 Park Row  
Houston, Texas 77084  
Telephone (281) 493-4140  
Fax (281) 493-2211  
E-Mail: zschwartz@aiainc.com

February 10, 2015

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

Re: Fort Bend County Traffic Signal Design - West Bellfort at Burney.

Dear Mr. Staigle:

We thank you for considering us to provide professional engineering services for the referenced project. We are pleased to submit our proposal and scope required for this project. Our scope includes all necessary drawings for a complete Mast arm signal layout. WTC, Inc. has submitted their surveying fee as well for this project. AIA will provide initial signal timings for the intersection.

We look forward to working with you and the Fort Bend County Engineering Department on this project. If you have any questions, please feel free to call our office at 281-493-4140, ext 247.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Zina Schwartz'.

Zina Schwartz, P.E.  
AIA Engineers, Ltd.

Enclosures: Fee Estimate, Scope

**ATTACHMENT A-1**  
**SCOPE OF WORK AND BASIS OF FEE CALCULATIONS**  
**FOR**  
**TRAFFIC SIGNAL DESIGN**  
**Intersection of West Bellfort at Burney**  
**And**  
**Restriping West Bellfort at Spanish Grant**

Precinct Nos.: 3 and 4

Project Location:  
Intersection of: West Bellfort at Burney

Traffic Signal Design Engineer herein called Consultant:  
Fort Bend County Engineering Department herein called FBCED.

**PROJECT DESCRIPTION:**

Traffic Signal Design for the above mentioned intersection(s) shall consist of:

The design for traffic signal equipment including but not limited to traffic signal controllers, traffic and pedestrian heads, pedestrian push button actuated (if necessary), embedded loop design, road name signs, and supporting structures (if necessary). Utilizing TxDOT Standards & Specifications.

Roadway Design shall include: A minimum of geometric design including but not limited to signage and striping as required to create a functional signalized intersection. Also, include plan layout and details for wheelchair ramps, pedestrian sidewalks in accordance with ADA requirements and TxDOT Standards.

Restriping of West Bellfort at Spanish Grant shall consist of sign and pavement marking adjustments as directed by the County. An aerial image will be used as a background for this drawing. No additional surveying will be required.

**PROJECT MANAGER:**  
**FORT BEND COUNTY ENGINEERING**  
Gerald Wilson, PE  
Assistant County Engineer - Traffic  
Fort Bend County  
301 Jackson Street, Richmond, Texas 77469  
[gerald.wilson@fortbendcountytexas.gov](mailto:gerald.wilson@fortbendcountytexas.gov)  
office.281.633.7528



Design and develop traffic signal contract plans, proposal package, engineering documents, and related work necessary for new installation of electronic traffic signal control devices to be accomplished by contract bid letting. New traffic signal work typically includes installation of: Mast arms and/or pedestals, traffic and pedestrian signals, and traffic signal controller. If it is determined during construction, the design is not constructible due to consultant design error; the signal design consultant will be responsible for correcting the design at no additional cost to County. If the constructability is based on changes made by the County, the consultant will be compensated.

### **CONSULTANT PAYMENT -Fixed Fee**

Compensation for the Basic Services for this project shall be on a fixed fee basis. The proposal shall typically include an estimate of labor hours by classification or employee, hourly labor rates, applied overhead, other direct costs, subconsultant costs, and applied fixed fee for each task listed.

All payment for services will be paid monthly based on the percentage of completion of each task.

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within 30 days after the completion of services for the current billing. The final billing must be received within 60 days of the completion of services. Refer to specific contract terms for payment will be contained in the Professional Services Agreement.

Only direct expenses listed, will be paid. All other expenses are considered part of the base fixed fee. Supporting documentation must be submitted with the billing for all eligible expenses on the project. Charges for this contract are those that are directly attributable to the activities of this project.

### **CONSULTANT RESPONSIBILITIES**

#### **A) Specific Responsibilities:**

- 1) The Design Consultant shall arrange for a design kick-off meeting with Fort Bend County Engineering & Road & Bridge to review the proposed signal design plans.

#### **B) General Responsibilities:**

- 1) Perform design service including the design and preparation of base plans, preliminary (75%) plans, final plans, specifications, wiring diagrams, bills of materials, measurement and payment items, and cost estimates for all construction work for this project, including necessary alterations to power, lighting. Traffic signal work may include installation of: Mast arm or pedestals, traffic and pedestrian signals, and traffic signal controller, traffic loops.
- 2) Coordinate with adjacent HOAs. Plan to have the controller in an easement pulled back from the intersection. Included easements for controller and possibly poles as additional services.

- 3) Utility coordination for this project will be done by the Traffic Signal Design Engineer with assistance from the Fort Bend County Engineering Department. The consultant must incorporate both private and public utility information into the design plans (both existing and proposed plans). The consultant should anticipate attending utility coordination meetings as required (including on-site field meetings with the utility engineer and the affected utility companies in the area), and a plan review meeting. The consultant will provide meeting minutes of all meetings for matters pertaining to traffic signal design,
- 4) Perform mast arm design. Design using on long mast arms to reach out to future double lefts or ultimate 6 lane section.
- 5) In the performance of design service, govern all project design and plan work by the applicable codes, standards, and practices of the Texas Department of Transportation, or other approved standards hereinafter referred to as the department, and the current Texas Manual of Uniform Traffic Control Devices.
- 6) All documents prepared by the Consultant, including, drawings, estimates, specifications, field notes, investigation studies, etc., are the property of the County.
- 7) All plan sheets shall be developed using computer-aided drafting technology (Autocad or Microstation). Electronic files will be turned in when completed.
- 8) Any existing or proposed pedestrian pushbuttons and APS peds must be accessible per ADA guidelines and TxDOT design practices including:
  - a) Pushbutton must be within 24" from edge of sidewalk
  - b) The pushbutton must be located in the middle of a 4' pushbutton landing (maximum slope of 2%).
  - c) ADA ramps are required at every crosswalk controlled by a pedestrian signal head.
  - d) A sidewalk is required to connect ADA ramps on each quadrant.
- 9) Perform sidewalk and ramp survey and design if not included in scope of road project on an as needed basis to comply with ADA requirements. The ADA ramp survey data must be sufficient for ramp and pushbutton design including (but not limited to):
  - a) Relative elevations, including at least two horizontal and vertical control points for future layout control for construction staking
  - b) Curb (top back of curb) & gutter (at flow line and at edge) is to be collected through the curves with observation every 3 feet along the arc near existing or proposed ADA ramps. Outside existing or proposed ADA ramp areas, curb and gutter observations may be every 5 feet.
  - c) Drainage structures (and any other public and/or private utility located in or adjacent to the curb and gutter) near existing or proposed ADA ramps must be located because they can affect ADA ramp design.
  - d) If an ADA ramp exists, enough information must be collected to properly define the existing conditions.
  - e) Both ends of existing sidewalk joints must be mapped to determine limits of sidewalk replacement during ADA ramp design.

### **Task 1: Base Plan Preparation**

- 1) Design and develop contract base plans necessary for new installation or modernization of electronic traffic signal control devices to be accomplished by contract bid letting. Base plans include (but are not limited to):
  - a) Existing road rights-of-way (ROW)
  - b) Field measured/surveyed road and lane geometry and posted speed limits
  - c) Field measured/surveyed locations of any visible utilities and underground utilities
  - d) Proposed types and locations of poles and controller
  - e) Proposed traffic and pedestrian signal head types and locations
  - f) Proposed pushbuttons, traffic loops
  - g) Proposed phasing (as required)
- 2) Where applicable, the intersection and ADA ramp survey will be used to develop base plans.
- 3) If existing or proposed pole locations appear to be outside existing right-of-way, contact Fort Bend County Engineering.

### **Task 1: Deliverables (Base Plans)**

- 1) All traffic signal plan in the following formats:
  - a. 11x17 paper copy
  - b. One 11x17 pdf file
  - c. Distribute as follows:
  - d. Submit 50% and 75% electronically.
  - e. Submit one paper copy of final plans for signatures.
  - f. Signed plans will be scanned and PDF submitted to County
  - g. Submit electronic files

### **Task 2: Utility Documentation**

- 1) Show existing utility information (as provided by utility companies) on both removal and proposed signal plans.
- 2) Identify and inform the FBCED of any utilities for which insufficient information was provided, and identify any utilities that may conflict with the proposed construction.
- 3) Attend utility coordination meeting(s) as required and document any additional utility information.

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

- 1) Design and develop preliminary (75%) contract plans necessary for new installation or modernization of electronic traffic control devices to be accomplished by Contract bid letting. Preliminary (75%) plans include (in addition to base plan information):
  - a) Location and types of utilities as provided by the utility companies and resulting from utility coordination meeting(s) as required.
  - b) List of Materials and Quantities.
  - d) Electrical Schedule

- e) ADA ramp and pushbutton locations
  - g) Appropriate note blocks for contact persons, etc.
  - h) Proper file names, levels, and text sizes
  - i) Any additional right-of-way required for existing and proposed traffic signal appurtenances
- 2) Attend plan review meeting at the FBCED office.

#### **Task 4: Utility Coordination**

- 1) Actively work with FBCED personnel until utility conflicts are resolved. This includes, but is not limited to:
  - a) Staking proposed foundation locations in the field prior to the utility coordination field review
  - b) Documenting additional utility information on the plans
  - c) Revising plans to avoid utility conflicts

#### **Task 5: Final Plan and Proposal Preparation**

- 1) Incorporate the department's comments, (with returned check of list from 75% Preliminary Review Plans), of the plans and prepare complete detailed construction final plans, supplemental specifications, special provisions, measurement and payment items, estimates of quantities, span calculations, and engineer's final estimates of cost for all necessary construction and related work included in this project.
- 2) During preparation of the final plans, make such alterations, corrections, and revisions to said plans and supporting materials as are deemed necessary and desirable by the department to insure conformance of plans to good design and standard practices and to have said plans and other material in proper form for receiving bids.
- 3) Attend and provide electronic plans for any meetings. Make any final changes necessary.

#### **Task 5: Deliverables (Final Plans)**

- 1) Upon completion of design services for this project and final approval thereof by the department, deliver to the department final plans, proposal and supporting documents.
- 2) Initial signal timings

#### **Task 6: Contract Phase**

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

#### **Task 7: Construction Phase**

- 1) Attend and assist County in pre-construction conferences.
- 2) Make periodic visits to determine, in general, if the work is proceeding in accordance with the contract documents.
- 3) Review shop and working drawings, furnished by contractors, for compliance with design concepts

- and specifications and with the information given in the contract documents.
- 4) Review monthly and final estimates on forms provided by the County, for payments to the Contractor.
  - 5) Assist in reviewing change order pricing and quantities.

<b>BASIC SERVICES</b>	<b>TASK COST</b>	<b>Percentage</b>
TASK 1 - Base Plan Preparation and Deliverables	\$ 6,825.00	35%
TASK 2 - Utility Documentation	\$ 975.00	5%
TASK 3 - Preliminary (75%) Plan Preparation & Deliverables	\$ 3,900.00	20%
TASK 4 - Utility Coordination	\$ 975.00	5%
TASK 5 - Final Plan and Proposal Preparation & Deliverables.	\$ 2,925.00	15%
TASK 6 - Contract Phase	\$ 975.00	5%
TASK 7 - Construction Phase	\$ 2,925.00	15%
<b>TOTAL BASIC SERVICES</b>	<b>\$ 19,500.00</b>	<b>100%</b>
Direct Expenses	\$ 250.00	
<b>TOTAL REIMBURSABLE &amp; EXPENSES</b>	<b>\$ 250.00</b>	
<b>TOTAL BASIC FEE</b>	<b>\$ 19,750.00</b>	

#### ADDITIONAL SCOPE OF SERVICES

The Consultant, upon prior written authorization from the County Engineer, shall furnish the following additional services, and the County shall compensate the Engineer therefore as set forth below:

1. Traffic Control Drawings for paving within each intersection.
2. Changes in the drawings and specifications requested by the County, which are outside the scope or the project.
3. Signal Timing Adjustments subsequent to initial timing.
4. A set of record drawings prepared and delivered to the County showing those changes made during the construction period based on change orders, marked up prints, drawings, and other data furnished by the Contractor to the Engineer, and which the Engineer considers significant. The Engineer will also furnish the County a copy of CAD format graphic files of the record drawings when prepared through computer aided drafting. Also, one set of all drawings in AutoCAD or Microstation, CD-ROM media.

## COMPENSATION FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES	TASK COST	Percentage
TASK 1 - Traffic Control	\$ 2,659.50	53.19%
TASK 2 - Changes to Drawings and/or Specifications	\$ 1,064.00	21.28%
TASK 3 - Signal Timing Adjustments subsequent to initial timing	\$ 1,064.00	21.28%
TASK 4 - Original Drawings in AutoCAD and 11"x17"	\$ 212.50	4.25%
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$ 5,000.00</b>	<b>100%</b>
Direct Expenses	\$ 250.00	
<b>TOTAL DIRECT EXPENSES ADDITIONAL SERVICES</b>	<b>\$ 250.00</b>	
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$ 5,250.00</b>	

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

### AIA Hourly Rates

Classification	Base Rate	Multiplier	Billing Hourly Rate
Principal	\$ 75.00	3	\$ 225.00
QC Consultant	\$ 64.00	3	\$ 192.00
Project Manager	\$ 68.00	3	\$ 204.00
RPLS *		3	\$ -
Graduate Engineer (EIT)	\$ 36.00	3	\$ 108.00
Designer	\$ 32.00	3	\$ 96.00
Survey Tech*		3	\$ -
Secretarial	\$ 20.00	3	\$ 60.00

Any additional Reimbursable Expenses:

Mileage @ .55 per mile

Printing 8.5x11 @ .10 sheet

Printing 11x17 @ .20 sheet

### TRAFFIC SIGNAL BASIC SURVEYING SCOPE OF SERVICES

The Consultant and its designated surveying consultant will perform the surveying services at the designated intersection in Fort Bend County approval is required for any outside consultant.

- 1) Surveyor will perform a topographic survey of the intersections listed above. The survey limits will be within the right-of-way at 500 feet North, South, East and West from the intersection of the right-of-ways including sidewalks that may be out of the ROW. The topographic survey will include the following items:
  - The Surveyor will locate right-of-way based on found monuments and record information.
  - The Surveyor will stake a baseline at 100-foot intervals.

Professional Engineering Services Agreement  
Traffic Signal Design at West Bellfort at Burney Intersection

- The Surveyor will locate paving, pavement markings, traffic signals, visible utilities and record utilities, pipelines, fences and signs indicating type and size.
- Provide elevations based on the County's monument system. Provide elevations along medians located at the intersection.
- The Surveyor will provide black line copies of plan view drawings at a scale of one inch to twenty feet on a 24 by 36-inch sheet size, half scale drawings on an 11 by 17 inch sheet size and a digital data file in AutoCAD 2004 or higher.

#### COMPENSATION FOR BASIC SERVICES:

\*See attached from WTC, Inc.

#### ADDITIONAL SURVEYING SERVICES

Additional services, if needed, will be considered outside the scope of the lump fee. The following items are considered additional services and are not part of the scope of services.

1. Surveyor will provide construction staking or the following items:
  - Control points.
  - Location of signal poles.
  - Wheelchair ramp locations at intersection
2. The Surveyor will provide abstracting of ownership of property contiguous to the Project area.
  - Cost will be per easement

#### COMPENSATION FOR ADDITIONAL SURVEYING SERVICES:

\*See attached from WTC, Inc.

SUMMARY OF COMPENSATION:

TASK DESCRIPTION	TASK COST
Traffic Signal Design	\$ 19,500.00
Survey	\$ 13,227.00
<b>TOTAL LABOR COSTS BASIC SERVICES</b>	<b>\$ 32,727.00</b>
Traffic Signal Design	\$ 250.00
Survey	\$ 450.00
<b>TOTAL DIRECT EXPENSES BASIC SERVICES</b>	<b>\$ 700.00</b>
<b>TOTAL BASIC SERVICES</b>	<b>\$ 33,427.00</b>
Traffic Signal Design	\$ 5,000.00
Survey	\$ 6,350.00
<b>TOTAL LABOR COSTS ADDITIONAL SERVICES</b>	<b>\$ 11,350.00</b>
Traffic Signal Design	\$ 250.00
Survey	\$ 250.00
<b>TOTAL DIRECT EXPENSES ADDITIONAL SERVICES</b>	<b>\$ 500.00</b>
<b>TOTAL ADDITIONAL SERVICES</b>	<b>\$ 11,850.00</b>
<b>GRAND TOTAL</b>	<b>\$ 45,277.00</b>



## **FORT BEND COUNTY ENGINEERING RESPONSIBILITIES**

### **County Review:**

The Fort Bend County Engineering Department will review and comment on the base plan, the preliminary (75%) plan, and the Final (100%) plan submittals. Additional plan review may be required dependent on completeness and accuracy of the plans submitted.

Information services to be provided by the Fort Bend County are:

- Appropriate Traffic and Safety Notes
- Available plans and/or layout drawings for each location
- Available traffic counts and turning movement counts

Reference Documents and Standards to be used:

*National Manual of Uniform Traffic Control Devices*

*Texas Manual of Uniform Traffic Control Devices (TMUTCD)*

*Texas Vehicle Code*

Local and National electrical codes

Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Street and Bridges".

## **PROJECT COORDINATION**

Coordinate design service with Fort Bend County Engineering and Fort Bend County Road & Bridge, overhead and/or underground utility/telephone companies and Homeowner Associations.

## **PROJECT SCHEDULE**

Prepare and submit to the FBCED a schedule for each task and total calendar days for completing the project. The work shall be completed commencing from the date of work authorization to the Consultant. The time allocated for any necessary utility coordination meeting, and the department review shall be shown in the Consultant's work schedule.

**EXHIBIT "A"**

**SCOPE OF PROFESSIONAL SERVICES**  
*For*

Ms. Zina Schwartz, P.E.  
AIA Surveyors, Ltd.  
15310 Park Row  
Houston, Texas 77084  
Ph. (281) 493-4140  
Fax. (281) 493-2211

**Re: Proposal for Professional Services  
Surveying for Traffic Signalization Project  
West Bellfort Avenue at Burney Road – Fort Bend County, Texas  
WTC TBPLS No.: 100792-00**

Ms. Schwartz,

WTC, Inc., appreciates this opportunity to submit this proposal of Surveying Services for the above mentioned project.

**Basic Surveying Services:** Our Surveying Scope of Services includes:

**Item 1:** Establish Horizontal and Vertical Control along West Bellfort Avenue & Burney Road (Lump Sum Fee = \$1,570.00)

**Item 2:** Utility Research including water, gas, electric, and telephone. Any other utility will be charged at an hourly basis. (Lump Sum Fee = \$1,140.00)

**Item 3:** Determine Street Right-of-Way Lines (if establishing the ROW takes longer than a day, then an hourly rate will apply to establish) & stake a baseline at 100' intervals for a distance of 500' in each direction along West Bellfort Avenue & Burney Road (Lump Sum Fee = \$2,485.00)

**Item 4:** Topographic survey including paving, pavement markers, traffic signals, visible utilities and record utilities, pipelines, fences, fences and signs indicating type and size going 500' in each direction along West Bellfort Avenue & Burney Road (Lump Sum Fee = \$2,280.00)

**Item 5:** Obtain Street Cross Sections (Lump Sum Fee = \$2,280.00)

**Item 6:** Prepare existing Topographic Survey Map (Lump Sum Fee = \$2,600.00)

**Total Initial Lump Sum for Items 1-6: \$12,355.00**

**Schedule:**

Items 1 through 6 shall be completed within approximately thirty-three (35) calendar days from the date of authorization to proceed.

**Additional Surveying Services:**

In addition to the above initial surveying services as described above, WTC, Inc. will perform the following services for an additional lump sum fee if needed:

**Item 1:** Stakeout Poles, Controller, Wheelchair ramps and Right-of-Way  
(Lump Sum Fee = \$1,900.00)

**Item 2:** Stakeout Contractor control points for construction (Lump Sum Fee = \$950.00)

**Item 3:** Provide Detailed Abstracting of Ownership (Lump Sum Fee = \$1,500)

**Item 4:** Prepare As-Built Conditions Map (Lump Sum Fee = \$2,000.00)

**Total Additional Lump Sum for Items 1-6: \$6,350.00**

**Schedule:**

Items 1 through 3 shall be completed within approximately ten (10) calendar days from the date of authorization to proceed.

**Other Additional Surveying Services:**

Services specifically not mentioned in the above Scope of Service will be completed on an hourly rate shown under "**Reimbursable expenses and hourly rates**" or a lump sum fee with prior written approval from the client.

**Reimbursable Expenses:**

AIA Surveyors, Inc. agrees to pay reimbursable expenses such as mileage, mailings, deliveries, and fees required by agencies for maps or plans and any outside printing costs. These expenses are not included in the above total lump sum and shall be reimbursed to WTC, Inc. at cost plus 10% if not specifically defined. (Estimated cost \$436.00)

**Project Management Expenses:**

WTC will conduct budgeting and invoicing on a monthly schedule, develop and manage design schedule & coordination with our staff and the client. (Lump Sum Fee = \$872.00)



WTC, Inc.  
10497 Town & Country Way, Suite 700 Houston,  
TX 77024  
Office: 713.239.1088  
Fax: 713.239.1020  
[www.wtcinc.com](http://www.wtcinc.com)

We are extremely excited to have the opportunity to work with you on this project.  
Should you have any questions, feel free to contact myself or Bonnie Moss at  
713.239.1092 or at [jeremy.kowis@wtcinc.com](mailto:jeremy.kowis@wtcinc.com) and [bonnie.moss@wtcinc.com](mailto:bonnie.moss@wtcinc.com).

Sincerely,

WTC, Inc.

Jeremy Kowis, R.P.L.S.  
Survey Team Leader

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AIA Engineers, Ltd.  
Houston, TX United States

Certificate Number:  
2017-202115

Date Filed:  
05/03/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

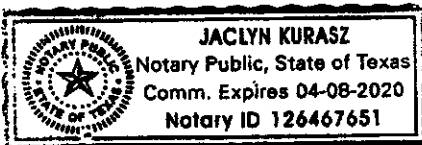
SOQ #14-025  
Traffic Signal Design

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Islam, Ashraf	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Karen Dennis*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Karen Dennis, this the 3rd day of May, 2017, to certify which, witness my hand and seal of office.

*Jaclyn Kurasz*  
Signature of officer administering oath

Jaclyn Kurasz  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

AIA Engineers, Ltd.  
Houston, TX United States

**Certificate Number:**  
2017-202115

**Date Filed:**  
05/03/2017

**Date Acknowledged:**  
05/23/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

SOQ #14-025  
Traffic Signal Design

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Islam, Ashraf	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath