

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND       §

### **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN OF TRAFFIC SIGNALS**

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 Cobb, Fendley & Associates, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

#### **WITNESSETH**

WHEREAS, County desires that Contractor provide professional traffic engineering services for traffic signalization design for the intersection of Grand Mission Blvd. and Bellair Blvd. located in Fort Bend County, Texas (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

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

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

#### **AGREEMENT**

##### **Section 1. Scope of Services**

Contractor shall render Services to County as described in Contractor's Proposal dated July 13, 2020 attached hereto as Attachment "A" and included herein for all purposes.

##### **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 Attachment A. The Maximum Compensation for the performance of Services billed at the applicable rates as described in Attachment A is sixty-four thousand thirteen dollars and no/100 (\$64,013.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

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 of the invoice 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 sixty-four thousand thirteen dollars and no/100 (\$64,013.00), 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 sixty-four thousand thirteen dollars and no/100 (\$64,013.00).

### **Section 5. Time of Performance**

Time for performance of the Design Phase of the Scope of Services under this Agreement shall begin on Contractor's receipt of a notice to proceed and end no later than one hundred twenty (120) calendar days thereafter. Time for performance of the Contract and Construction Phases of the Scope of Services shall end no later than December 31, 2022. 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 – 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 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 HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, 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: Cobb, Fendley & Associates, Inc.  
Attn: Traffic Department Manager | Principal  
1920 Country Place Parkway, Suite 400  
Pearland, Texas 77584

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. Standard of Care**

Contractor represents it shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**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/attachments, this Agreement controls.

**Section 25. Certain State Law Requirements for Contracts**

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Section 26. Human Trafficking**

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[EXECUTION PAGE FOLLOWS]

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 date signed by the last party hereto.

FORT BEND COUNTY

*KP George*

\_\_\_\_\_  
KP George, County Judge

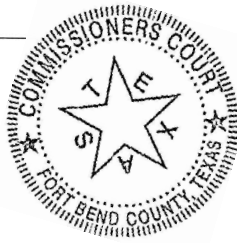
9-8-2020

\_\_\_\_\_  
Date

ATTEST:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk



COBB, FENDLEY & ASSOCIATES, INC

*CM Eastland*

\_\_\_\_\_  
Authorized Agent – Signature

*Charles M. Eastland*  
\_\_\_\_\_  
Authorized Agent – Printed Name

*Exec. Vice President*  
\_\_\_\_\_  
Title

*8/26/2020*  
\_\_\_\_\_  
Date

APPROVED:

*J. Stacy Slawinski*

\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
LaNetra S. Lary, Assistant County Attorney

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 64,013.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert E. Sturdivant*

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2020 Agreements\Engineering\Traffic Signal Design\CobbFendley (20-Eng-101030)\Agreement - Signal Designs.Grand Mission Blvd. at Bellaire Blvd.docx (LSL .8/5/2020.)

Agreement for Professional Traffic Design Services  
Grand Mission Blvd. at Bellaire Blvd.

# ATTACHMENT A

July 13, 2020

Fort Bend County  
Attn: Chris Debaillon, PE, PTOE  
Assistant County Engineer - Traffic  
301 Jackson Street  
Richmond, Texas 77469

## **AUTHORIZATION FOR PROFESSIONAL SERVICES**

Re: **Signal Design for Grand Mission Blvd at Bellaire Blvd**  
Proposal for Traffic Engineering Services

Dear Mr. Debaillon:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional traffic engineering services to you in connection with the signal design for Grand Mission Blvd at Bellaire Blvd located in Fort Bend County, Texas. CobbFendley's services are to be performed for the sole benefit of Fort Bend County ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley with respect to this project.

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

### **SCOPE OF SERVICES**

#### **Project Location:**

Grand Mission Boulevard at Bellaire Boulevard in Grand Mission, Fort Bend County, Texas.

#### **Project Description:**

Design proposed traffic signal, develop traffic signal timings and bid phase services.

#### **Project Limits:**

The intersection of Grand Mission Boulevard and Grand Bellaire Boulevard

#### **Scope of Work:**

#### ***Lump Sum Tasks***

#### **Project Management**

Overall management of the tasks associated with this project including the QA / QC process in order to ensure a quality product.

#### **Agency Coordination**

Attend up to 2 meetings and coordinate with Fort Bend County.

COBB FENDLEY  CLIENT \_\_\_\_\_

### **Survey Coordination**

Coordinate with Surveyor (TSC) on the project to ensure that the product matches what is required for a traffic signal design.

### **Topographic Survey / Easement Recording**

TSC will provide surveying services for this project. Please refer to proposal dated April 16, 2020 (attached) for detailed scope and fee for their services.

### **Site Visit and Survey Verification**

A site visit shall be performed to survey and investigate site conditions and to review general field survey information.

### **Traffic Signal Design**

A traffic signal design shall be produced for the Grand Mission at Bellaire intersection. Below is a summary of the design elements that shall be provided for the intersection.

- Full traffic signal design
- Mast arm pole design (no elevations)

These proposed traffic signal improvements shall be provided in a set of plans as required by the County which includes the following:

- Title Sheet
- Existing Condition Diagram
- Proposed Traffic Signal Layout
- Electrical Schedule, Sign Design, Phasing Diagram
- Signing and Pavement Marking Layout
- General Notes
- Traffic Signal Notes
- Applicable TxDOT Standards

### **Confirmation of Power**

The proposed power location for the intersection shall be identified and followed up by coordination with CenterPoint Energy (or other responsible power company) to confirm the power location. A letter shall be obtained from CenterPoint Energy (or other responsible power company) documenting their acceptance to the power source.

### **Construction Estimate and Quantities**

A construction estimate and quantities will be provided for the traffic signal design to be included in the overall project package.

### **Traffic Signal Timings**

Utilizing Synchro software, projected volumes will be inputted, and proposed AM Peak, PM Peak & Off-peak signal timings will be developed for implementation. Traffic counts to be provided by Fort Bend County.

### **Bidding Documents**

CobbFendley will prepare project manual front end documents only.

### **Bid Phase Services**

This will include:

- Pre-bid meeting
- Answering questions
- Issuing addendums
- Review of bids
- Recommending a contractor
- Attending commissioners court meeting for contractor award

### **Deliverables:**

The deliverable shall consist of the following:

- PDF's for all official submittals.

### ***Time & Materials Tasks***

### **Construction Phase Services**

Provide minor construction phase services for the proposed traffic signal construction. The minor construction phase services could consist of the following:

- Preconstruction meetings
- Field meetings with the contractor
- Field meetings with the County
- Field meetings with CenterPoint Energy
- Field meetings with AT&T
- Addressing RFI's from the contractor
- Field verifying that contractor invoices match what was constructed
- Minor modifications to the plan set due to unforeseen issues in the field

### **Paving and Drainage Layout**

If pedestrian curb ramp or drainage modifications will be required for this plan set, they will be done so under this task.

### **Additional Services**

Services not included in the description of Scope of Services may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered Additional Services and shall require additional fees under this task.

### **EXCLUSIONS FROM THE SCOPE OF SERVICES**

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Agency, application, or approval fees.
2. Obtaining construction permits.
3. Obtaining TCEQ TPDES permits.
4. Geotechnical assessment / analysis.
5. Off-site utility or paving extensions or modifications.
6. Landscaping plan.
7. Traffic signal warrants analysis.
8. Railroad coordination of any kind.
9. Railroad preemption forms.
10. Railroad exhibits.
11. Traffic impact analysis.
12. Exhibits.
13. Generated trip distribution.
14. Accident analysis.
15. Preliminary engineering report (PER).
16. Obtain approval of plans from Texas Department of Licensing and Regulation.
17. Sizing of water meters, water and sanitary sewer service connection lines.
18. Design of on-site franchise utility company infrastructure (gas, telephone, electrical) layout and connections.
19. Off-site hydrological and hydraulic analyses.
20. Obtaining permit from the Texas Department of Transportation.
21. Obtaining permit from the City or County.
22. City Council meetings.
23. Three dimensional drawings.

24. Public meetings and associated tasks.
25. Utility assessment.
26. Exterior lighting plans.
27. Storm water quality management plan.
28. As-built certificates for SWQMP and storm water detention.
29. TDLR / ADA / RAS application / review fees.
30. Hydraulic/hydrological issues such as flood plain fill, public storm sewer analysis, etc.

### **ADDITIONAL SERVICES**

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley, and if provided by CobbFendley, said services shall be considered Additional Services and shall require additional fees.

### **BASIS OF COMPENSATION**

We propose to perform the described Basic Services for a lump sum and time/materials fee of **\$64,013.75**.

### **SPECIAL PROVISIONS**

A copy of the *General Terms and Conditions of the Authorization for Professional Services* is attached and constitutes a part of this agreement.

### **SCHEDULE OF SERVICES**

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's signature on this Authorization and any additional authorizations that may be required from the Client.

CobbFendley will use reasonable efforts to complete its Services within two hundred eighty-five (285) working days upon of receipt of notice to proceed, which includes:

- 25 working days to receive topography survey
- 20 working days to develop and submit 60% plans after receiving topography survey
- 20 working days for Fort Bend County 60% review
- 20 working days to develop and submit 90% plans after receiving and addressing comments
- 20 working days for Fort Bend County 90% review
- 20 working days to develop and submit 100% plans after receiving and addressing comments

- 40 working days (approximately) for bidding and contractor award
- 120 working days (approximately) for construction

However, due to the nature of this project and possible adverse effects of weather and information from others beyond the control of CobbFendley, the final delivery date will be negotiated.

### FURTHER AGREEMENTS

**CobbFendley agrees to submit monthly invoices to your office by the \_\_\_\_\_ day of each month, and your office agrees to incorporate said invoices into your current monthly billing cycle.** *(CLIENT TO FILL IN DAY OF MONTH ABOVE)* CLIENT'S  
INITIALS

### PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional traffic engineering services to the County is appreciated and we look forward to working on this project with you.

Sincerely,

**COBB, FENDLEY & ASSOCIATES, INC.**



Brian Castille, P.E., PTOE  
Traffic Department Manager | Principal

This proposal is accepted by:

**Fort Bend County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

Attachments:

1. General Terms and Conditions of the Authorization for Professional Services
2. Basis of Estimate – For Information Only
3. TSC Proposal for surveying services

## **GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES**

### **1. REIMBURSABLE EXPENSES**

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

### **2. OUTSIDE SERVICES**

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

### **3. COST PROJECTIONS**

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

### **4. PROFESSIONAL STANDARDS**

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

### **5. TERMINATION**

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

### **6. OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

### **7. USE OF ELECTRONIC DOCUMENTS**

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the

use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

**8. HAZARDOUS ENVIRONMENTAL CONDITIONS**

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

**9. FORCE MAJEURE**

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**10. CONSTRUCTION PHASE SERVICES**

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

**11. LIMITATION OF LIABILITY FOR DAMAGES**

**IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.**

**12. ALTERNATIVE DISPUTE RESOLUTION**

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

**13. LEGAL EXPENSES**

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

**14. PAYMENT TO COBBFENDLEY**

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within ten (10) business days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

**15. AUTHORIZATION OF OWNER**

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

**16. CONTRACT DOCUMENTS**

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

**17. SALES TAX**

To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

**18. BENEFICIARIES AND ASSIGNMENT**

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

<b>Project:</b>	<b>Grand Mission at Bellaire Blvd - Fort Bend County</b>
<b>Description:</b>	<b>Traffic Engineering Services</b>
<b>Method of Pay:</b>	<b>Lump Sum / Time &amp; Materials</b>

Task Description (Lump Sum)	Task Cost	Principal Hours	Project Manager Hours	Project Engineer Hours	Design Engineer Hours	EIT Hours	Engineer Tech Hours	CADD Operator Hours	Clerical Hours	Total Labor Hours
<b>Design</b>										
Project Management	\$1,330.00	1	4						2	7
Agency Coordination	\$880.00		4							4
Survey Coordination	\$780.00		2	2						4
Site Visit and Survey Verification	\$935.00			1	3	3				7
Title Sheet	\$1,220.00			1	1	2	2	4		10
Existing Condition Diagram	\$1,370.00			1	1	3	3	3		11
Traffic Signal Plan Layout (Mast Arm, No Elevations)	\$5,340.00		1	2	4	8	12	16		43
Electrical Schedule, Sign Design, Phasing Diagram	\$2,910.00		1	1	2	8	4	8		24
Signing and Pavement Marking Layout	\$1,565.00			1	1	2	3	6		13
Traffic Signal Notes	\$1,440.00		1	1	1	2	2	4		11
General Notes	\$1,440.00		1	1	1	2	2	4		11
Applicable TxDOT Standards	\$1,845.00			2	2	3	2	6		15
Confirmation of Power	\$640.00		1	2					1	4
60%, 90%, 100% Submittal Coordination	\$1,360.00			2	4	4				10
Construction Estimate and Quantities	\$1,640.00		1	2	3	6				12
Traffic Signal Timings (Based on Counts Provided by FBC)	\$1,780.00		1	2	2	8			1	14
<b>Bidding</b>										
Prepare Project Manual Front End Documents Only	\$2,280.00		2	4		8			4	18
Bid Phase Services	\$3,180.00		8	4		4			4	20
<b>Hours Subtotals</b>		<b>1</b>	<b>27</b>	<b>29</b>	<b>25</b>	<b>63</b>	<b>30</b>	<b>51</b>	<b>12</b>	<b>238</b>

Contract Rate Per Hour	Principal \$290.00/HR.	Project Manager \$220.00/HR.	Project Engineer \$170.00/HR.	Design Engineer \$150.00/HR.	EIT \$105.00/HR.	Engineer Tech \$145.00/HR.	CADD Operator \$100.00/HR.	Clerical \$80.00/HR.	Labor Subtotal
<b>Subtotal Labor Costs</b>	<b>\$290.00</b>	<b>\$5,940.00</b>	<b>\$4,930.00</b>	<b>\$3,750.00</b>	<b>\$6,615.00</b>	<b>\$4,350.00</b>	<b>\$5,100.00</b>	<b>\$960.00</b>	<b>\$31,935.00</b>

Direct Expenses - Design / Bidding (At Cost Unless Noted)	Unit	Quantity	Unit Cost	Subtotal
Vehicle Mileage - (Current State Rate)	Mile	600	\$ 0.575	\$ 345.00
Photocopies B/W (Up to 11" x 17")	Each	75	\$ 0.15	\$ 11.25
Photocopies Color (Up to 11" X 17")	Each	25	\$ 1.50	\$ 37.50
Topographic Survey by TSC (Lump Sum)	Each	1	\$ 8,790.00	\$ 8,790.00
Survey Control Map (Optional Lump Sum)	Each	1	\$ 1,020.00	\$ 1,020.00
1st Proposed Easement Acquisition (Optional Lump Sum)	Each	1	\$ 4,950.00	\$ 4,950.00
2nd Proposed Easement Acquisition (Optional Lump Sum)	Each	1	\$ 2,950.00	\$ 2,950.00
3rd Proposed Easement Acquisition (Optional Lump Sum)	Each	1	\$ 1,700.00	\$ 1,700.00
4th Proposed Easement Acquisition (Optional Lump Sum)	Each	1	\$ 800.00	\$ 800.00
Miscellaneous	Each	1	\$ 500.00	\$ 500.00

<b>Direct Expenses Subtotal (At Cost)</b>	<b>\$ 21,103.75</b>
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<b>TOTAL COST (LUMP SUM + DIRECT EXPENSES)</b>	<b>\$ 53,038.75</b>
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Task Description (Time & Materials)	Task Cost	Principal Hours	Project Manager Hours	Project Engineer Hours	Design Engineer Hours	EIT Hours	Engineer Tech Hours	CADD Operator Hours	Clerical Hours	Total Labor Hours
Construction Phase Services	\$3,970.00	1	2	2	4	8	4	8	1	30
Paving and Drainage Layout	\$3,780.00		1	2	4	8	4	12		31
Additional Services	\$2,880.00		2	2	2	4	4	8		22
<b>Hours Subtotals</b>		<b>1</b>	<b>5</b>	<b>6</b>	<b>10</b>	<b>20</b>	<b>12</b>	<b>28</b>	<b>1</b>	<b>83</b>

Contract Rate Per Hour	Principal \$290.00/HR.	Project Manager \$220.00/HR.	Project Engineer \$170.00/HR.	Design Engineer \$150.00/HR.	EIT \$105.00/HR.	Engineer Tech \$145.00/HR.	CADD Operator \$100.00/HR.	Clerical \$80.00/HR.	Labor Subtotal
<b>Subtotal Labor Costs</b>	<b>\$290.00</b>	<b>\$1,100.00</b>	<b>\$1,020.00</b>	<b>\$1,500.00</b>	<b>\$2,100.00</b>	<b>\$1,740.00</b>	<b>\$2,800.00</b>	<b>\$80.00</b>	<b>\$10,630.00</b>

Direct Expenses - Construction Phase Services (At Cost)	Unit	Quantity	Unit Cost	Subtotal
Vehicle Mileage - (Current State Rate)	Mile	600	\$ 0.575	\$ 345.00

<b>Direct Expenses Subtotal</b>	<b>\$ 345.00</b>
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<b>TOTAL COST (TIME &amp; MATERIALS)</b>	<b>\$ 10,975.00</b>
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<b>TOTAL COST (LUMP SUM / TIME &amp; MATERIALS)</b>	<b>\$ 64,013.75</b>
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**TSC Surveying**  
"A GeoSurv, Inc. Company"

10970 Stancliff Road  
Houston, Texas 77099  
Tel: 713 784 4466

*GeoSurv, Inc. d/b/a TSC Surveying*

*TBPLS Firm No. 10083100*

April 16, 2020

Mr. Brian Castille, P.E., PTOE  
Traffic Department Manager - Principal

Cobb Fendley & Associates  
1920 Country Place Parkway, Suite 100  
Pearland, Texas 77584

Re: Fort Bend County – Traffic Signal Design  
Bellaire Blvd. at Grand Mission Blvd.  
Survey Cost Proposal

Dear Mr. Castille:

GeoSurv, Inc. d/b/a TSC Surveying (GeoSurv/TSC) is pleased to submit the following proposal for performing professional surveying services on the captioned project, more particularly, performing control surveys, topographic surveying, Level B Subsurface Utility Surveying (Texas811) and CAD services. Services not included under the basic services in this proposal are Existing ROW Mapping, Existing Right-of-Way Surveying, real property research. Utility Record Research, Construction Surveying Services, monument Right-of-Way Lines and centerline/baselines and work related to proposed Right-of-Way acquisition. Proposed Right-of-Way acquisition (R.O.W. survey, property record research, preparation of parcel documents and setting proposed R.O.W. corners) and Preparing a Survey Control Map has been included in this proposal as an optional item.

### **Project Overview and Scope**

The project is located in Fort Bend County Precinct 3 at the intersection of Bellaire Blvd. at Grand Mission Blvd. Both Bellaire Blvd. and Grand Mission Blvd. are constructed as a major thoroughfare with lanes divided by a center esplanade. The survey will be extended 200 feet outward from the end of radius return in all directions. The total length of the topographic survey is 950 L.F.

The survey will be limited to the existing Right-of-Way lines or existing fence line constructed near the existing Right-of-Way lines. The survey will not be extended past the fence line.

Exhibit "A", Scope of Survey Services – Topographic Survey identifies the tasks to be completed as proposed in this proposal under this exhibit.

Exhibit "B", Scope of Survey Services – Proposed Easement Acquisition identifies the tasks to be completed as proposed in this proposal under this exhibit. (Optional)

**Compensation**

GeoSurv/TSC proposes to complete the work described in Exhibit “A”, Scope of Survey Services – Topographic Survey for Lump Sum Fee of \$8,790.00 without further modification to the scope of services. Included are optional line items – Prepare Survey Control Map for a Lump Sum Fee of \$1,020.00 without further modification to the scope of services and for Exhibit “B”, Scope of Survey Services – Proposed Easement Acquisition for a Total Budget of \$10,400.00 without further modification to the scope of services. Please see Exhibit “D” – Lump Sum Budget Breakdown” as the basis of the costs:

DESCRIPTION	SUB-TOTAL
"A" - Topographic Surveying (Tasks 1-3) - Lump Sum Total	\$ 8,790.00
Prepare Survey Control Map - Lump Sum Total (Optional)	\$ 1,020.00
"B" - Proposed Easement Acquisition (Tasks 1-2) - Optional Budget Based on Four (4) Proposed Easement Parcels	\$ 10,400.00
Total	

We invoice based on the percentage (%) of work completed for the Topographic Surveying (Tasks 1-3) and for Prepare Survey Control Map. We will invoice percentage (%) of work completed for the Proposed Easement Acquisition (Tasks 1-2) based on the following rate per the number of parcels authorized:

Number of Parcels Authorized	Rate per Parcel
One (1) Parcel	\$ 4,950.00/Parcel
Two (2) Parcels	\$ 3,950.00/Parcel
Three (3) Parcels	\$ 3,200.00/Parcel
Four (4) Parcels	\$ 2,600.00/Parcel

**Schedule**

GeoSurv/TSC will be complete the work described in Exhibit “A”, Scope of Survey Services – Topographic Survey Tasks 1 thru 3, 9 within twenty (21) calendar days after receipt of your written notice to proceed without further modification of the scope of services and pending any unforeseen circumstances (weather, work stoppage, etc.) that may delay the work schedule. The schedule for the other line items will be discussed with the Engineer of Record at the time those tasks may be authorized.

**Deliverables**

The deliverables for the Survey Scope of Services will be DGN graphic files prepared for the plan view files survey point data, copies of field notes and survey control map sheets.

Mr. Brian Castille, P.E., PTOE  
Fort Bend County – Traffic Signal Design  
Bellaire Blvd. at Grand Mission Blvd.  
GeoSurv/TSC Survey Cost Proposal  
April 16, 2020

Again, I would like to thank you for this opportunity to submit and look forward to working with you on making this a successful project.

If you have any questions, please call me at 713-784-4466, ext. 736.

Sincerely,

*Daniel P. Coyer*

Daniel P. Coyer, R.P.L.S.  
Vice President

CC: Contract File SP20-06

**Exhibit “A”**

**SCOPE OF SURVEY SERVICES – TOPOGRAPHIC SURVEY**

(Page 1 of 3 Exhibit “A”)

**“A” - Topographic Surveying (Tasks 1-11)**

1. **Establish Project Control** - GeoSurv/TSC will establish the horizontal control along road ROW’s utilizing GPS VRS methods and/ or conventional survey methods. The horizontal control with vertical elevations will be tied to the current NGS CORS Datum. The current NGS CORS horizontal datum is based on NAD83 (2011 Adj.) Epoch 2010 and the current vertical datum is NAVD88 (Geoid 18).
2. **Topographic Survey** - Provide topographical survey and cross sections along the proposed alignment. Typical roadway cross sections will be will not be taken (all survey data points will have X,Y & Z values – deliverable is 2D DGN file).

The field data will be sufficient to create a detail planimetric view of the survey project limits. GeoSurv/TSC will invert storm manholes and inlets and invert sanitary manholes, in particular near the intersection where underground pipes may be crossing the four corners of the intersection where a proposed traffic signal may be located. GeoSurv/TSC will not access electrical and telephone manholes. GeoSurv/TSC will tie trees over 3” in diameter when isolated as for landscaping purposes but will only locate edge of a tree line for wooded areas. Field crews will locate utility tone marks placed on the ground by contacting Texas One-Call. We will locate visible existing utilities toned marked by the pipeline companies, municipal utility districts (MUDs), Fort Bend County, and private utility agencies to obtain locations of existing utilities and depths of existing pipelines in support of the Level B Subsurface Utility Surveying effort. We will contact Texas811 (1-request to have underground utilities marked).

Traffic Requirements – We will locate traffic infrastructure (pole foundations, cabinet, service etc.), signs and existing pavement markings. It has been identified that locating concrete construction joints and expansion joints are not necessary for this intersection.

Perform surveying services to establish the Apparent Right-of-Way lines (A.K.A. Project Limits). No abstracting services or very limited abstracting services will be performed to obtain plats and existing ROW maps under this task. The “Project Limits Line” established under this task will not meet the requirements for establishing existing right-of-way lines based on TBPE&LS requirements; therefore, text callout for this line cannot imply that the TBPE&LS requirements were followed to establish the locations of the right-of-way lines. The Project Limits/Apparent ROW will be shown in the Topographic Survey file or be a reference file to the base Topographic Survey file.

**Exhibit “A”**

**SCOPE OF SERVICES – TOPOGRAPHIC SURVEY**

(Page 2 of 3 Exhibit “A”)

3. **Prepare 2D DGN Graphic File Manuscript** – Prepare a 2D DGN plan view manuscript graphic using the survey data points obtained from the field survey. Reference files may be used for clarity and separation, if necessary. Files will be prepared at 1”=20’ for full size drawings and 1”=40’ for 11”x17” (half-size) plots. The Survey points will be shown in the file.

**Not included in the Scope of Services – Topographic Survey:**

- Preparation of existing profile view
- Preparation of DTM Surface
- Construction Surveying Services – (Relocate Control. Monument Project baseline, Etc.)
- R.O.W./Land Surveying Services. (ROW Calculated under Exhibit “B” Scope)
- Add Proposed Utilities.
- Preparation of Survey Control Map (Optional Line Item Task Included)

**Exhibit “B”**

**SCOPE OF SURVEY SERVICES – PROPOSED EASEMENT ACQUISITION**

(Page 1 of 1 Exhibit “B”)

Optional Work – This scope of services is optional work to survey and prepare proposed easement documents for up to four (4) easements. All survey work will be performed per TBPE&LS survey requirements. The following are the tasks to be completed for proposed Right-of-Way Acquisition:

1. **Abstracting Research** – Review property records to obtain instruments of record for the ownership, easements of record and include any subdivision plats and provide instruments that dedicate road Right-of-Way.
2. **Field Survey and Prepare Proposed Easement Documents** – We will compile the abstracting information and use this information to locate property corners along the street Right-of-Ways located in the survey project limits. The office will calculate the existing Right-of-Way based on the field data and abstracting information. We will prepare a property description (letter size) and parcel map (letter size). We will submit PDF draft plots for review and the final parcel maps will be plotted on mylar with both the property description and parcel map being sealed and signed by an R.P.L.S. This task includes setting survey markers for the proposed easement corners. Setting corners will be done after draft submittal has been completed.

**Exhibit “D”**  
**LUMP SUM BUDGET BREAKDOWN**  
 (Page 1 of 2 Exhibit “D”)

Basic Services

"A" - Topographic Surveying (Tasks 1-3)

Category	Hours	Rate	Total
2-Member Field Crew	0.0 Hours x	\$ 135.00 =	\$ -
3-Member Field Crew	30.0 Hours x	\$ 169.00 =	\$ 5,070.00
CADD Operator	20.0 Hours x	\$ 85.00 =	\$ 1,700.00
Survey Technician	12.0 Hours x	\$ 95.00 =	\$ 1,140.00
Administrative Assistant	2.0 Hours x	\$ 65.00 =	\$ 130.00
Project Manager (RPLS)	5.0 Hours x	\$ 150.00 =	<u>\$ 750.00</u>
"A" - Topographic Surveying (Tasks 1-3) Lump Sum Total =			\$ 8,790.00

Prepare Survey Control Map - Optional

Category	Hours	Rate	Total
CADD Operator	8.0 Hours x	\$ 85.00 =	\$ 680.00
Survey Technician	2.0 Hours x	\$ 95.00 =	\$ 190.00
Administrative Assistant	0.0 Hours x	\$ 65.00 =	\$ -
Project Manager (RPLS)	1.0 Hours x	\$ 150.00 =	<u>\$ 150.00</u>
Prepare Survey Control Map Lump Sum Total (Optional) =			\$ 1,020.00

**Exhibit “D”**  
**LUMP SUM BUDGET BREAKDOWN**  
(Page 2 of 2 Exhibit “D”)

"B" - Proposed Easement Acquisition (Tasks 1-2) - Optional

Abstracting Research

Category	Hours	Rate	Total
Professional Abstractor	4.0 Hours	x \$ 100.00	= \$ 400.00
Expense (Deeds,Plats, Etc.)			= \$ 18.00
		Per Parcel Sub-Total Cost =	\$ 418.00

Field Survey and Prepare Proposed Easement Documents

Category	Hours	Rate	Total
3-Member Field Crew	8.0 Hours	x \$ 169.00	= \$ 1,352.00
Survey Technician	4.0 Hours	x \$ 95.00	= \$ 380.00
Project Manager (RPLS)	3.0 Hours	x \$ 150.00	= \$ 450.00
Field Survey & Prepare Proposed Easement Documents			<u>\$ 2,182.00</u>

Total Per Parcel Cost = \$ 2,600.00

Total Budget Field Survey and Prepare Proposed Easement Documents \$ 10,400.00

Number of Parcels Authorized	Rate
One (1) Parcel	\$ 4,950.00 / Parcel
Two (2) Parcel	\$ 3,950.00 / Parcel
Three (3) Parcel	\$ 3,200.00 / Parcel
Four (4) Parcel	\$ 2,600.00 / Parcel

# 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.**  
 Cobb, Fendley & Associates, Inc.  
 Frisco, TX United States

**Certificate Number:**  
 2020-660408

**Date Filed:**  
 08/24/2020

**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

**Date Acknowledged:**  
 09/08/2020

**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 Grand Mission Blvd.  
 Traffic signalization design for the intersection of Grand Mission Blvd. and Bellair Blvd.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Silver, Monica	Houston, TX United States	X	
	Bostwick, J. Cal	Frisco, TX United States	X	
	Warth, Dan	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)