

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

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for traffic signal design improvements to West Bellfort at Westmoor Drive and at Binion Lane pursuant to SOQ 14-025, (hereinafter "Services"); and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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, Consultant 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

Consultant shall render the professional engineering services as described in Consultant's proposal attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

2.1 Consultant 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 Consultant 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 Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant 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 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred thirty-one thousand nine hundred sixty-nine dollars and no/100 (\$131,969.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Consultant 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 Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant 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 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred thirty-one thousand nine hundred sixty-nine dollars and no/100 (\$131,969.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one hundred thirty-one thousand nine hundred sixty-nine dollars and no/100 (\$131,969.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2023. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant'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 Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant 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. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant 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, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant 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 Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant 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

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant 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 Consultant 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 Consultant 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 Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant'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 Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant 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. Consultant 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, Consultant shall advise County immediately in the event Consultant 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 Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant 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, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

12.5 Consultant 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 Consultant

13.1 In the performance of work or services hereunder, Consultant 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 Consultant 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, 1st Floor
Richmond, Texas 77469

Consultant: TEDSI Infrastructure Group
738 Highway 6 South, Suite 430
Houston, Texas 77079

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

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

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

Section 15. Compliance with Laws

Consultant 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, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Consultant represents 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, Consultant 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 Consultant 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 Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE 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.

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

TEDSI INFRASTRUCTURE GROUP


County Judge KP George
KP George, County Judge


Authorized Agent – Signature

January 24, 2023
Date

Jules M. Morris, Jr., P.E.
Authorized Agent – Printed Name

ATTEST:

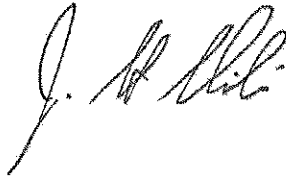


Vice President
Title


Laura Richard, County Clerk

January 5, 2023
Date

APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 131,969.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

March 4, 2022

Revised December 1, 2022

Mr. Chris Debaillon, P.E., PTOE
Assistant County Engineer - Traffic
Fort Bend County
301 Jackson Street, Richmond, Texas 77469

Re: *Proposal for Traffic Signal Design Services – West Bellfort Boulevard at Westmoor Drive and at Binion Lane*

Dear Mr. Debaillon:

TEDSI INFRASTRUCTURE GROUP (TEDSI) appreciates the opportunity to submit this proposal to Fort Bend County to perform professional engineering services for Surveying and Traffic Signal Design of Proposed Permanent Traffic Signal at the intersections of West Bellfort Boulevard at Westmoor Drive and at Binion Lane.

The Scope of Services is found in **Attachment A** and **Attachment C**.

PROJECT UNDERSTANDING

West Bellfort Boulevard at Westmoor Drive:

West Bellfort Boulevard is aligned east-west in the vicinity of Westmoor Drive. It is a four (4) lane divided concrete boulevard roadway with a grass median in the middle, and curb-and-gutter section on both sides. Westmoor Drive is aligned north-south near intersection with West Bellfort Boulevard. The south-leg consists of a four (4) lane divided concrete boulevard with a grass median in the middle, and curb-and-gutter section in on both sides. The north-leg consists of a four (4) lane divided asphalt roadway with curb-and-gutter on both sides near the intersection but continues further north as an undivided two (2) lane asphalt roadway. A stop sign control exists at both northbound and southbound approaches to the intersection. Speed limit is posted as 40 mph on West Bellfort Boulevard and 35 mph on the south-leg of Westmoor Drive.

West Bellfort Boulevard at Binion Lane:

West Bellfort Boulevard is aligned northeast-southwest in the vicinity of Binion Lane. It is a four (4) lane divided concrete boulevard roadway with a grass median in the middle, and curb-and-gutter section on both sides. Binion Lane is aligned north-south near intersection with West Bellfort Boulevard. The south-leg consists of a four (4) lane divided concrete boulevard with a grass median in the middle, and curb-and-gutter section in on both sides. The north-leg consists of a two (2) lane undivided concrete roadway with curb-and-gutter on both sides. A stop sign control exists at all four (4) approaches to the intersection. Speed limit is posted as 40 mph on West Bellfort Boulevard and 30 mph on Binion Lane.

The design task for both intersections will include proposed mast arm traffic signal, stop bar and crosswalk striping at the intersection and wheelchair ramps that are compliant to Americans with Disabilities Act (ADA). Video Imaging Vehicle Detection System (VIVDS) will be used for detection. The roadway pavement will be restriped up to 200 feet from the intersection along all four legs in both directions.

SCHEDULE

The work defined in the Scope of Services can be completed within 90 calendar days for the Design Phase after receiving authorization to proceed from Fort Bend County. Although this schedule does not include the time required for agency's review, we are prepared to help expedite all necessary reviews to ensure a timely completion of the project.

COMPENSATION

The work as defined in the Scope of Services will be performed at a lump sum fee as follows:

1. Task A – Proposed Permanent Traffic Signal design and Bid Document preparation fee is **\$66,121.00**.
2. Direct Expenses - **\$93.00**.
3. Task B – Topographic Surveying – West Bellfort Boulevard at Westmoor Drive - **\$10,685.00**.
4. Task C – Existing Right-of-Way - West Bellfort Boulevard at Westmoor Drive - **\$8,100.00**.
5. Task D – Topographic Surveying – West Bellfort Boulevard at Binion Lane - **\$12,750.00**.
6. Task E – Existing Right-of-Way - West Bellfort Boulevard at Binion Lane - **\$9,220.00**.
7. Task F (Optional) – Proposed Easement Acquisition - West Bellfort Boulevard at Westmoor Drive - (\$2,500.00 per parcel (5 parcels) - **\$12,500.00**.
8. Task G (Optional) – Proposed Easement Acquisition - West Bellfort Boulevard at Binion Lane - (\$2,500.00 per parcel (5 parcels) - **\$12,500.00**.

The total lump sum fee for proposed permanent design is **\$66,214.00**. The total lump sum fee for topographic survey and existing right-of-way services is **\$40,755.00**. The fee break down for proposed permanent design is shown in **Attachment B**. The fee break down for topographic survey services is shown in **Attachment C**.

This proposal is valid for ninety (90) calendar days and does not constitute a binding contract. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

Mr. Chris Debaillon, P.E., PTOE
March 4, 2022 (**Revised December 1, 2022**)
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Thank you for considering TEDSI INFRASTRUCTURE GROUP for this project. We look forward to working with you on this project to serve Fort Bend County.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Yohannes Tadesse, P.E.
Project Manager

Enclosures: As Noted

ATTACHMENT - A

ATTACHMENT A SCOPE OF ENGINEERING SERVICES

GENERAL:

A permanent traffic signal design will be provided at the intersections of West Bellfort Boulevard at Westmoor Drive and at Binion Lane.

The scope of services and associated fees are based on the following: 1) TEDSI Infrastructure Group (TEDSI) will coordinate all of its work with Fort Bend County Engineering Department, 2) TEDSI will obtain service outlet location and data statement from the power company for the required electrical service, and 3) Traffic signal design will be in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), TxDOT and Fort Bend County Criteria. Of note – this scope of services does not include traffic signal warrant study and special drilled shaft foundation design.

TASK A – TRAFFIC SIGNAL DESIGN SERVICES

- A. Obtain all required information relative to the design of this project from state, county, city, municipalities and utility companies (water districts, telephone, gas, electric, pipelines, etc.)
- B. Make field surveys and verify proposed locations of all proposed signal poles, controller, pull boxes, and other traffic control devices to avoid any conflicts during construction.
- C. Obtain electrical service locations for each intersection from applicable power company.
- D. Provide traffic signal design drawings for the intersections utilizing TxDOT standard details and specifications.
- E. TxDOT signal standards will be used to design traffic signal foundations.
- F. Provide final construction drawings, details, specifications, and bid items.

Task 1: Base Plan Preparation

- a. Develop traffic signal preliminary layouts with locations of traffic signal poles and controller.
- b. Coordinate pole locations with Fort Bend County.

Deliverables: Base Plans

- i. One 11"x17" PDF.

Task 2: Utility Documentation

- a. Show existing utility information on existing and proposed signal plans.
- b. Identify utility conflicts and coordinate with Fort Bend County for utility information.

- c. Coordinate pole locations with utility provider.

Task 3: Preliminary (50%) Plan Preparation

- a. Develop traffic signal layouts including wiring, notes, quantities, utility information, ROW and any applicable additional ROW requirements.
- b. Coordinate pole locations with Fort Bend County.
- c. Prepare Draft bid proposal document.

Deliverables: Preliminary (50%) Plans

- i. One 11"x17" PDF.
- ii. One electronic bid quantities proposal form (PDF).
- iii. Draft project proposal including special specifications, special Provisions and Notice to Bidders.
- iv. List of standard detail Drawings

Task 4: Utility Coordination

- a. Coordinate with Fort Bend County to resolve utility conflict issues.
- b. Plan revisions to avoid utility conflicts.
- c. Documenting additional utility information.

Task 5: Pre-Final (90%) Plan Preparation

- a. Incorporate 50% review comments and provide pre-final design.
- b. Provide pre-final estimate of quantities, construction cost estimate, notes special provisions and special specifications.
- c. Finalize project bid package. Coordinate with Fort Bend County as necessary and provide traffic signal documents.

Deliverables: Final Plan and Proposal Preparation

- i. 11"x17" PDF of pre-final signal plans.
- ii. Pre-Final electronic bid proposal document including supporting documents (PDF).
- iii. List of standard detail Drawings.

Task 6: Final Plan and Proposal Preparation

- a. Incorporate 90% review comments and finalize design.
- b. Finalize estimate of quantities, construction cost estimate, notes special provisions and special specifications.
- c. Finalize project bid package. Coordinate with Fort Bend County as necessary and provide traffic signal documents.
- d. Coordinate pole locations with Fort Bend County.

Deliverables: Final Plan and Proposal Preparation

- i. 11"x17" PDF of final signal plans signed and sealed.
- ii. One (1) Electronic CADD files for signal plans (CD).
- iii. Final electronic bid proposal document including supporting documents (PDF) and editable electronic files of the same.
- iv. List of standard detail Drawings.

ATTACHMENT - B

ATTACHMENT B - TEDSI Fee Proposal

PROJECT NAME: West Bellfort Boulevard at Binion Lane and at Westmoor Drive

TASK DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	E.I.T.	CADD OPERATOR	ADMIN./ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 162 - PERMANENT TRAFFIC SIGNAL DESIGN (2 INTERSECTIONS)									
FIELD INVENTORY			3	6		1	10	N/A	N/A
TRAFFIC SIGNAL EXISTING CONDITIONS		1	3	7	12	1	24	4	6
TRAFFIC SIGNAL PROPOSED CONDITIONS	2	18	30	65	90	1	206	8	26
WHEEL CHAIR RAMPS		4	4	9	18	1	36	4	9
STRIPING AND PAVEMENT MARKINGS		4	4	10	20		38	4	10
PERMANENT TRAFFIC SIGNAL SUMMARY OF TRAFFIC SIGNAL QUANTITIES		4	8	12	16	1	41	1	41
PERMANENT TRAFFIC SIGNAL GENERAL NOTES			2	3	5	1	11	1	11
PERMANENT TRAFFIC SIGNAL STANDARDS			1	3	6		10	10	1
MEETINGS AND COORDINATION	1	2	2			2	7	N/A	N/A
BID DOCUMENT		1	6	3		1	11	N/A	N/A
									\$66,120.98
SHEET SUBTOTALS								32	
HOURS SUB-TOTALS	3	34	63	118	167	9	394		
LABOR RATE PER HOUR	\$340.35	\$308.69	\$225.58	\$154.34	\$126.64	\$114.77			
TOTAL LABOR COSTS	\$1,021.04	\$10,495.31	\$14,211.38	\$18,211.75	\$21,148.56	\$1,032.94	\$66,121		

DIRECT EXPENSES							
MILEAGE (\$0.625 per mile)	80						\$50.00
BOND PLOTS (11" x 17"; \$0.20 EA)	64						\$12.80
MYLAR PLOTS (11" x 17"; \$2.00 EA)	0						\$0.00
DELIVERY (\$30.00 PER DELIVERY)	1						\$30.00
TOTAL DIRECT EXPENSES							\$93
TOTAL (LABOR + DIRECT EXPENSES)							\$66,214

ATTACHMENT - C

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: November 29, 2022

Yohannes Tadesse, PE
TEDSI Infrastructure Group
738 Highway 6 South, Suite 430
Houston, TX 77079
832-619-1013
ytadesse@tedsi.com

Proposal for Professional Services in Connection With: The intersection of West Bellfort at Westmoor,
Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the
“Agreement”) to TEDSI Infrastructure Group (the “Client”).

I. SCOPE OF SERVICES

1) TOPOGRAPHIC SURVEY

1. Topographic survey data shall be per Category 6, Condition II.
2. Limits of survey shall be right-of-way to right-of-way plus 10 feet beyond each right-of-way line, where accessible, for 200 feet north, south, east and west of the intersection. Significant pavement and curb damage will also be noted. All sanitary and storm sewer lines will be traced out to the next available access point outside of the right-of-way.
3. All topographic data will be provided as an Adobe PDF file and will be signed and sealed by a RPLS, along with AutoCAD Files.
4. WES will provide a CSV Points file of all points and control.
5. WES will establish horizontal and vertical control referenced to Texas Coordinate System, South Central Zone and referenced to NAD 1983, NAVD 88, based on Fort Bend County Survey Control. A minimum of 3 Survey Control Points will be established and shown on the final drawings. Provide signed and sealed control map.
6. WES will stake the baseline at 100-foot intervals including all PI's, PC's and PT's.
7. WES will contact Texas One-Call and request all public and private utilities be delineated prior to the survey to SUE Level B standards. These markings will be included in the final drawing. Ticket number and contact information will be forwarded to the Engineer.
8. Depths of crossing pipelines and heights of overhead lines near the intersection will be obtained and included in final drawings.
9. FEMA maps will be obtained to determine limits of the 100-year flood plain.
10. WES will locate visible improvements and utilities along the project limits including:
 - a. Major topographic break lines, ditches, drainage features;
 - b. All areas will have elevations at a minimum of a 50'x50' grid;
 - c. All buildings, towers, tanks or other significant physical structures;
 - d. Sidewalks, parking areas, fences, trees, shrubs, irrigation system components or other landscape facilities visible;

- e. Visible utilities with rim and flowline elevations;
 - f. Back and gutter of curb, signage, driveways, median and roadways;
 - g. All pavement striping, traffic loops, and construction joints within the survey limits will be shown.
11. Handicap Ramp and Sidewalk Specific Topographic Survey
- a. Horizontal and vertical location on corners of existing Handicap Ramps will be collected and included in CAD file.
 - b. Horizontal and vertical location of back-of-curb and gutter around curves near handicap ramp will be collected and included in CAD file at approx. 3-foot intervals for a distance of approx. 25 feet from existing ramp.
 - c. Horizontal and vertical location of each sidewalk joint will be collected and included in CAD file.

COST: \$10,685.00 + any applicable state sales tax

2) RIGHT-OF-WAY:

- 1. WES will determine existing right-of-way per Category 1B, Condition II.
- 2. WES will obtain and review sufficient information to develop right-of-way information and provide documentation to Engineer.
- 3. Right-of-way determination will be provided as an Adobe PDF file and will be signed and sealed by a RPLS, along with AutoCAD Files.
- 4. WES will establish right-of-way centerline/baseline with stationing for use by Engineer in design.

COST: \$8,100.00 + any applicable state sales tax

3) PROPOSED RIGHT-OF-WAY

- 1. Provide parcel plats and legal descriptions for proposed easement/right-of-way acquisition.

COST: \$2,500.00 per parcel (estimated 5 parcels)

II. TERMS AND CONDITIONS

- 1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
- 2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
- 3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
- 4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.

5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact John Harvill, RPLS, (jharvill@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT

TEDSI Infrastructure Group

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 11/29/2022

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: November 29, 2022

Yohannes Tadesse, PE
TEDSI Infrastructure Group
738 Highway 6 South, Suite 430
Houston, TX 77079
832-619-1013
ytadesse@tedsi.com

Proposal for Professional Services in Connection With: The intersection of West Bellfort at Binion, Fort Bend County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to TEDSI Infrastructure Group (the "Client").

I. SCOPE OF SERVICES

1) TOPOGRAPHIC SURVEY:

1. Topographic survey data shall be per Category 6, Condition II.
2. Limits of survey shall be right-of-way to right-of-way plus 10 feet beyond each right-of-way line, where accessible, for 200 feet north, south, east and west of the intersection. Significant pavement and curb damage will also be noted. All sanitary and storm sewer lines will be traced out to the next available access point outside of the right-of-way.
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 - c. All buildings, towers, tanks or other significant physical structures;
 - d. Sidewalks, parking areas, fences, trees, shrubs, irrigation system components or other landscape facilities visible;
 - e. Visible utilities with rim and flowline elevations;

- f. Back and gutter of curb, signage, driveways, median and roadways;
 - g. All pavement striping, traffic loops, and construction joints within the survey limits will be shown.
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 - c. Horizontal and vertical location of each sidewalk joint will be collected and included in CAD file.

COST: \$12,750.00 + any applicable state sales tax

2) RIGHT-OF-WAY:

- 1. WES will determine existing right-of-way per Category 1B, Condition II.
- 2. WES will obtain and review sufficient information to develop right-of-way information and provide documentation to Engineer.
- 3. Right-of-way determination will be provided as an Adobe PDF file and will be signed and sealed by a RPLS, along with AutoCAD Files.
- 4. WES will establish right-of-way centerline/baseline with stationing for use by Engineer in design.

COST: \$9,220.00 + any applicable state sales tax

3) PROPOSED RIGHT-OF-WAY

- 1. Provide parcel plats and legal descriptions for proposed easement/right-of-way acquisition.

COST: \$2,500.00 per parcel (estimated 5 parcels)

II. TERMS AND CONDITIONS

- 1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
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CLIENT

TEDSI Infrastructure Group

By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYINGBy:  _____Printed Name: Walter P. SassTitle: PrincipalDate of Acceptance: 11/29/2022

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.**

TEDSI Infrastructure Group, Inc.
Houston, TX United States

Certificate Number:
2023-969145

Date Filed:
01/05/2023

Date Acknowledged:
01/24/2023

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.

Prof. Traffic Signal Design
West Bellfort @ Westmoor Dr/Binion Ln

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Salinas, Jesus	Mission, TX United States	X	
	Lupher, Mark	Houston, TX United States	X	
	Morris, Jr., Jules M.	Houston, 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)