

3. **Time for Performance.** Time for performance of the Scope of Services under this Agreement shall begin with KCI's receipt of Notice to Proceed and shall end no later than December 31, 2028. KCI shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**
 - (a) KCI's fees for the Services shall be calculated at the rate(s) set forth in "Exhibit B" attached hereto. The Maximum Compensation to KCI for the Services performed under this Agreement is Sixty Seven Thousand Seven Hundred Seventy Seven and 00/100 Dollars (\$67,777.00). In no event shall the amount paid by County to KCI under this Agreement exceed said Maximum Compensation without an approved change order.

 - (b) KCI understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit B.

 - (c) County will pay KCI based on the following procedures: Upon completion of the tasks identified in the Scope of Services, KCI 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. KCI shall submit invoices no more frequently than on a monthly basis. 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.

5. **Limit of Appropriation.** KCI understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Sixty Seven Thousand Seven Hundred Seventy Seven and 00/100 Dollars (\$67,777.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. KCI 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 Seven Thousand Seven Hundred Seventy Seven and 00/100 Dollars (\$67,777.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. KCI does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that KCI may become entitled to and the total maximum sum that County may become liable to pay to KCI under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Sixty Seven Thousand Seven Hundred Seventy Seven and 00/100 Dollars (\$67,777.00).

6. **Non-appropriation.** KCI understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify KCI in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** KCI understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by KCI.
8. **Insurance.** Prior to commencement of the Services, KCI 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. KCI shall provide certified copies of insurance endorsements and/or policies if requested by County. KCI 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. KCI shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.
 - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of KCI shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, KCI warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement 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 the work under this Agreement is completed.

KCI shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, KCI SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY KCI OR KCI'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH KCI EXERCISES CONTROL. IN ADDITION, KCI SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

10. **Public Information Act.** KCI expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to KCI for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by KCI expressly marked as proprietary or confidential. County shall not be liable to KCI for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. KCI further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** KCI shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. KCI, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, KCI 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 KCI. KCI 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.
13. **Use of Customer Name.** KCI may use County's name without County's prior written consent only in KCI's customer lists. Any other use of County's name by KCI must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** KCI represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that KCI shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of KCI shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of KCI who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, KCI shall comply with, and will require that all KCI's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to KCI in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

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

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

KCI 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. KCI 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.

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

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by KCI, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material, shall at all times be the property of County. County, at all times, shall have a right of access to such work product and information. KCI shall promptly furnish all such work product and data to County on request. Notwithstanding the foregoing, KCI shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
18. **Inspection of Books and Records.** KCI shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation of KCI which relate to the Services provided under this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **RK SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to KCI. Upon termination of this Agreement by County, KCI shall be paid in accordance with Section 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. KCI's final invoice for said Services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the termination date, shall thereafter be paid to KCI by County.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots,

epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** KCI may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and KCI each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall KCI release any material or information developed or received during the performance of Services hereunder unless KCI obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to KCI: **KCI Technologies, Inc.**
Attn: President
PO Box 791479
Baltimore, MD 21279

25. **Performance Representation.** Pursuant to Section 271.904 of the Texas Local Government Code, KCI represents to County that KCI has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession (“Professionals”) practicing in the greater Houston metropolitan area. KCI shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.
26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of required services hereunder will be reimbursed to KCI only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County’s Travel Policy with those reimbursement limits shall be provided to KCI upon request.
27. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY KCI THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
28. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Engineering Services” and the terms of KCI’s Proposal attached hereto, the terms of this document shall prevail with regard to the conflict.
29. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
30. **Severability.** In case 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 provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
31. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by

County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

32. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
33. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, KCI hereby verifies that KCI and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) 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.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, KCI 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 § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, KCI 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 § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, KCI 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 § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
34. **Human Trafficking. BY ACCEPTANCE OF THIS AGREEMENT, KCI 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.**

35. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
36. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
37. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and KCI hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

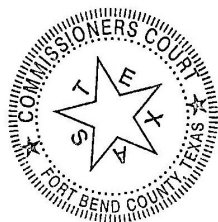
FORT BEND COUNTY, TEXAS

KP George
KP George, County Judge

July 23, 2024
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



KCI TECHNOLOGIES, INC.

Garland Galm
Authorized Agent – Signature

Garland Galm
Authorized Agent- Printed Name

Vice President
Title

7/2/2024
Date

APPROVED:

J. Stacy Slawinski
J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 67,777.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

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EXHIBIT A – SCOPE OF SERVICES
TRAFFIC SIGNAL
SOUTH MASON RD AT BELLAIRE BLVD
FORT BEND COUNTY, PRECINCT 4

Project Overview

The work to be performed by the Engineer under this contract consists of providing final design services for the project, and preparation of construction documents containing plans, specifications and details pertaining to topographic survey and ROW documents, paving, traffic signal, pavement marking and signing, storm water pollution prevention, sequence of construction and traffic control plans, construction cost estimate and time of construction estimate.

The project area of Bellaire Boulevard at Mason Road is located in Precinct 4 of Fort Bend County. Bellaire Boulevard is a four-lane boulevard section thoroughfare running east west direction. Mason Road is a four-lane boulevard section thoroughfare running north south direction. The proposed improvements include new ADA pedestrian ramps, nose median modifications, new traffic signal, signing and pavement markings.

The Engineer, KCI Technologies Inc (KCI), will perform surveying and engineering services. This contract shall cover the Survey, Design, Bid Phase, and Construction Phases of this project as described below:

A. LAND SURVEYING SERVICES

1. Base Map for Proposed Signal poles (~500 linear feet (LF))

Prepare a base map of the route in a format suitable to the engineer for design purposes. This survey will be performed to locate topographic features located with scope area. The project area is marked on the attached exhibit and will be defined as:

- 100' north/South/East/West of intersection of Intersection of Bellaire Blvd and South Mason Road.

The Mapping deliverable will be provided in a digital CAD file (plan view only) at a scale suitable to the engineer for design purposes and will be limited to the following:

- Tie visible improvements from existing North Right-of-way to existing South Right-of-way extending to either to the Right-of-way fence lines / Parking lots (where they exist) or 10' beyond apparent ROW. Tie visible improvements from existing East Right-of-way to existing South Right-of-way extending to either to the Right-of-way fence lines / Parking lots (where they exist) or 10' beyond apparent Right-of-way within the project area above along South Mason Road. Right-of-entry to be secured within private property.
- Locate trees over 6" and the perimeter of existing heavily brushed areas.

B. DESIGN PHASE

The Design Phase shall include the preparation and approval of construction documents containing plans, specifications and details pertaining to topographic survey, traffic signal, pavement marking and signing, traffic control plans, construction cost estimate and time of construction estimate.

1. Miscellaneous Design

- 1) Prepare Cover Sheet with Index of Drawings.
- 2) Summary of Quantities to include Paving Modifications, Traffic Signal, Sign and Pavement Markings.
- 3) Prepare Sheet for "Utility Notes".
- 4) Prepare Sheet for "Permanent Traffic Signal Notes".
- 5) Prepare "Existing Conditions Layout" to include existing survey, pavement markings, and signs.
- 6) Compute and tabulate construction quantities and prepare estimate. Estimates will be prepared and submitted with each review submittal.

2. Traffic Signal Design

- 1) Prepare "Traffic Signal Layout" to include proposed signal design.
- 2) Prepare "Traffic Signal Details" sheet to include mast arm sign details, proposed signal heads, pedestrian signal heads, electrical service data, phasing diagram, and electrical schedule with signal conduit and wiring.

- 3) Include necessary design standard detail sheets for traffic signal including TxDOT TS-FD for signal pole foundation information, and TxDOT SMA-100 for signal mast pole information.

3. Traffic Control

- 1) Prepare traffic control plans for median nose modifications and ADA ramp construction.
- 2) Include necessary design standard detail sheets for traffic control.

4. Deliverables

- 1) Submittals containing a digital copy (PDF format) of the drawings, specifications, and estimate. Specifically, the submittal contains
 - a) Cover Sheet
 - b) Sheet Index
 - c) Summary of Quantities
 - d) Utility Notes Sheet
 - e) Permanent Traffic Signal Notes Sheet
 - f) Existing Conditions Layout
 - g) Traffic Signal Layout
 - h) Traffic Signal Details
 - i) Traffic Signal Elevation Sheet
 - j) Traffic Control Plan Sheet
 - k) TxDOT Standard TS-FD for signal pole foundation information
 - l) TxDOT SMA-100 for signal mast pole information
 - m) Design Standard Detail Sheets for Paving, Sign, Pavement Markings, Traffic Signal, and Traffic Control.
 - n) TxDOT Specifications and others to be used as necessary depending on jurisdiction).
 - o) Construction Cost Estimate (PDF and Excel format)
 - p) Project manual (bid form, specification table of contents, any special specifications or conditions; contract documents excluded)
 - q) Recommended maximum number of calendar days for construction

5. Project Management

KCI will provide General Project Management Services throughout the Design Phase, including:

- 1) Monthly progress reports and invoicing
- 2) Progress meetings
- 3) Obtain all necessary agency approvals

6. QA/QC

KCI will provide quality assurance and quality control throughout the process and will include:

- 1) Routine checking of PS&E documents by the Project Manager
- 2) Close collaboration between the task leader and Project Manager to ensure all County procedures for the project are met
- 3) Regular internal review of project status
- 4) Maintain documentation of the QA/QC process

C. BID PHASE

- 1) Prepare construction bid package to include Notice to Bidders, Instruction and Information to Bidders, Bid Proposal Form, Standard Form of Agreement, Bond Forms, General Conditions, Special Conditions if any, Technical Specifications and Construction Plans, in accordance with County standards.
- 2) Attend and coordinate pre-bid meeting.
- 3) Answer Contractor questions and prepare any required addenda.
- 4) Attend bid opening, tabulate, analyze and review bids for completeness and accuracy.
- 5) Provide bid tabulation and recommendation of award letter.

D. ADDITIONAL OPTIONAL SERVICES

1. Boundary Surveying up to Five Easements

- 1) Abstract of title up to 4 tracts adjacent the intersection parcel ID No.'s R486345, R478844, R480507, and R500691

- 2) Category 1b cond. II surveys of up to 4 tracts identifying, establishing subject tract boundary and identifying existing easements and restrictions described in abstract of title affecting tract.
- 3) Produce up to 5 easement exhibits with legals descriptions.

"EXHIBIT B" - Compensation for Professional Services

Fort Bend County Engineering Department

Traffic Signal- S Mason Rd at Bellaire Blvd

Precinct 4

5/1/2024

Basic Services

A. Survey	\$	10,046.00
B. Design Phase	\$	34,407.00
C. Bid Phase	\$	2,154.00
D. Additional Optional Service	\$	21,170.00

TOTAL SERVICES	\$	67,777.00
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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**

Certificate Number:
2024-1183514

Date Filed:
07/02/2024

Date Acknowledged:
07/23/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KCI Technologies, Inc.
Houston, TX United States

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.
Mobility Bond Project #23402
Traffic Signal-South Mason Rd at Bellaire Blvd

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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)