STATE OF TEXAS §

COUNTY OF FORT BEND §

## SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL TRAFFIC SIGNAL DESIGN SERVICES

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and EPIC Transportation Group, LP, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on October 11, 2016, (hereinafter "Agreement"), as amended by document dated April 4, 2017, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement for additional services to be provided and increase the total Maximum Compensation for the completion of such additional services.

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

- 1. County shall pay Contractor an additional eleven thousand five hundred eighty dollars and no/100 (\$11,580.00) for the additional design services as described in the proposal dated May 16, 2017, attached hereto as Exhibit "A" and incorporated herein for all purposes.
- The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred fifty-one thousand four hundred fifty-two dollars and no/100 (\$151,452.00), authorized as follows:

\$132,372.00 under the Agreement; \$7,500.00 under the Amendment; and \$11,580.00 under this Second Amendment.

3. In no case shall the amount paid by County for all Services under the Agreement, the Amendment and this Second Amendment exceed the Maximum Compensation without an agreement executed by the parties.

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

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FORT BEND COUNTY	EPIC TRANSPORTATION GROUP, LP
	M-Haenil
Robert E. Hebert, County Judge	Harish Narayanappa, P.E., PTOE, President
	May 26, 2017
Date	Date
ATTEST:	
Laura Richard, County Clerk	
2	
APPROVED  Richard W. Stolleis, P.E., County Engineer  APPROVED AS TO LEGAL FORM:  Marcus D. Spencer, First Assistant County	
AUD	ITOR'S CERTIFICATE
	e available in the amount of \$ to Fort Bend County under this contract.
	Robert Ed Sturdivant, County Auditor
I:\Marcus\Agreements\Engineering\Traffic Engineering\	\EPIC\Amend 2 - Traffic Signal Design.2017.EPIC.v2.docx

# **EXHIBIT A**

May 16, 2017

Rick J. Staigle, PE, PTOE
First Assistant County Engineer
Fort Bend County
301 Jackson Street, Richmond, Texas 77469
rick.staigle@fortbendcountytx.gov; office.281.633.7509; mobile: 281.794.5676

Re: Traffic Signal Design - Spring Green Boulevard at Roesner Road

Dear Rick:

EPIC Transportation Group (EPIC) appreciates the opportunity to submit this proposal to perform "additional" engineering services related to "Traffic Signal Installation and Related Improvements" at the above location in Fort Bend County, TX. The engineering services to be provided by EPIC are for the 1) Additional Design Phase, 2) separate Contract Phase and 2) separate Construction Phase.

#### **SCOPE OF SERVICES**

- EPIC had designed the signal layouts for this location under the original scope. Now, Fort Bend County requires this signal to be bid and constructed separately from the other two signals from the original package.
- In addition, Fort Bend County has requested the median noses on the north and west be trimmed back to accommodate perpendicular crosswalks. At this time, some of these crosswalks are on a slight skew.
- EPIC shall also redesign the ramps/sidewalks in the NW corner and the ramp in the NE corner to tie all of the above together.

#### PS&E

Following are the anticipated general design sheets for this separate bid package:

- Coversheet & Index new
- Construction Notes and Traffic Signal Notes
- Basis of Estimate new
- · Existing Condition Layout
- Proposed Signal Layout(s)
- Median Nose Modifications /Wheel Chair/Pad Layout new
- Crosswalks, Stop Bar, Signing & Striping Layout(s) modified
- Standard Detail Drawings, as required

Please refer to the original scope for all other scope-related items.

#### **COMPENSATION FOR BASIC SERVICES**

The estimated additional <u>lump sum fee</u> for traffic signal design is provided below. Please see Attachment A for further details on man-hours and cost breakdown.

#### **Design Phase:**

\$ 6,561 (EPIC)

#### Contract Phase:

\$ 2,433 (EPIC)

#### Construction Phase:

\$ 2,586 (EPIC)

The fee includes labor and non-labor reimbursable expenses required for this project. Work not specifically stated above is considered additional effort and is subject to negotiation. Invoices shall be lump sum and submitted monthly showing percent work complete.

NOTE: EPIC's construction phase services include attending pre-construction and construction staking meetings. Fort Bend County does not require EPIC to review contractor submittals, shop drawings, contractor invoices or perform final inspection.

#### SCHEDULE

Additional design work on the traffic signals as defined above can be completed within 5 to 10 calendar days after receiving Notice to Proceed. If for some reason the schedule needs to be revised, it shall be done at the discretion of Fort Bend County. This schedule includes a reasonable time necessary for agency review, utility coordination and for performing the topographic survey.

We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please let me know.

Sincerely,

EPIC Transportation Group, LP

Harish Narayanappa, P.E., PTOE

President

Enclosure: Attachment A

M- Hacuil

ATTACHMENT A

MAN-HOUR ESTIMATE AND COST BREAKDOWN
PROPOSED ADDITIONAL SIGNAL AND RELATED IMPROVEMENTS
Spring Green af Roesner

				_							_	6
Total												\$6,561.00 \$6,561.00
Cost				\$210.00	\$465.00	\$330.00	\$4,164.00	\$696.00	\$210.00	\$486.00		\$6,561.00
Total Man-Hours				2	2	2	30	6	2	4	48	
Project Admin./C lerical	\$87.00										0	
CADD Technician	\$105.00		Number of Hours	2		1	16	4	2	2	27	
Project Engineer	\$138.00		Numbe				8	2		2	- 15	
Senior Project Engineer	\$225.00				1	1	4				9	
No. of Project Sheets Manager	\$240.00				1		2				3	
				-	-	1	1	1	30	e/u	32	
Classification	Direct Labor Rate	DESIGN PHASE	TASKS	Coversheet & Index	Basis of Estimate	Construction and Traffic Signal Notes	Proposed Ramp and Median Nose Modifications	Stop Bar, Signing & Striping Layout	Standard Detail Drawings	Submittals (100% and Final)	Total Man-Hours / Number of Sheets	Total Cost

\$2,586,00	\$2.586.00								Total Cost
		14	2	0	4	4	4	0	Man-Hours / Number of Sheets
	\$480.00	2					2	n/a	Meetings
	\$1,452,00	8			4	4		п/а	Field Visits
	\$654.00	4	2				2	n/a	Project Administration/QAQC
				Number of Hours	Number				TASK
								100	CONSTRUCTION PHASE
\$2,433.00	\$2,433.00								Total Cost
		14	3	0	4	4	3	0	Man-Hours / Number of Sheets
	\$2,106.00	12	2		4	7	- 2	п/а	Bid Documents/Pre-Bid Meeting
	\$327.00	2	1				1	n/a	Project Administration/QAQC
				Number of Hours	Number				TASK
				Color of the color	THE STATE OF THE PARTY AND THE				_

GRAND TOTAL \$11,580.00

### CERTIFICATE OF INTERESTED PARTIES

FORM **1295** 

1 of 1

					WW. W. D. C.			
	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 O CERTIFICATION OF							
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place	Certificate Number: 2017-214687					
	EPIC Transportation Group, LP							
	Houston, TX United States		Date Filed:					
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	05/26	05/26/2017				
	being filed.							
	Fort Bend County	Date Acknowledged:						
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided	ty or state agency to track or identify ded under the contract.	the co	ontract, and prov	vide a			
	SOQ 14-025							
	2nd Amendment to Agreement for Professional Engineering S	Services Traffic Signal Design Pack	age 20	017				
_				Nature of	f interest			
4	Name of Interested Porty	City, State, Country (place of busine	(220	(check ap				
	Name of Interested Party	City, State, Country (place of busine		Controlling	Intermediary			
_					intermediary			
Ał	nmed, Zameer	Houston, TX United States		X				
Na	arayanappa, Harish	Houston, TX United States		Х				
_								
5	Check only if there is NO Interested Party.							
6	AFFIDAVIT I swear, or	affirm, under penalty of perjury, that the	above	disclosure is true	e and correct.			
1		,						
	RODERICK DELA PAZ Notary ID # 11684430	4						
	My Commission Expires	h = = 11 = 1.10	1					
	January 17, 2020	Monvo						
	TATE OF TEN	Signature of authorized agent of con-	tracting	g business entity				
l '								
	AFFIX NOTARY STAMP / SEAL ABOVE							
	which was the state of the stat	10 1Ac	261	day of	LV			
	Sworn to and subscribed before me, by the said <u>Harish Nara</u>	ya na fipa, this the	00	day of	<del>1/</del> ·			
	20, to certify which, witness my hand and seal of office.							
	Al Al Roleide Nelas	la	11.6.	a Office	-			
	A desired to the second	officer administering oath T	itle of	officer administer	ing oath			
6	Signature of online administering odur Printed fidite of C	omeer aurimiseering oaut 1	ac or c	omeer durininger	9 00.01			