

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL TRAFFIC SIGNAL DESIGN 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 EPIC Transportation Group, LP (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services related to a temporary traffic signal design for FM 1463 at Pine Mill Ranch Drive under Project No. TS19301 (hereinafter "Services") pursuant to SOQ 14-025; and

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

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

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the proposal dated September 30, 2019, as revised on October 25, 2019 (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is thirty-eight thousand nine hundred seventy-four dollars and 47/100 (\$38,974.47). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of thirty-eight thousand nine hundred seventy-four dollars and 47/100 (\$38,974.47), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed thirty thirty-eight thousand nine hundred seventy-four dollars and 47/100 (\$38,974.47).

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 December 31, 2022. The design portion of the Services shall be completed within ninety (90) calendar dates of receipt of such Notice to Proceed. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will

be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Engineering Department Attn: County Engineer 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
Contractor:	EPIC Transportation Group, LP Attn: Harish Narayanappa, P.E., P.T.O.E. 800 Wilcrest Drive, Suite 240 Houston, Texas 77042

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

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

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

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

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


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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 of the last party signed hereto.

FORT BEND COUNTY

EPIC TRANSPORTATION GROUP, LP

KP George, County Judge



Harish Narayanappa, PE, PTOE, President

Date

11/18/2019

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

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

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A

September 30, 2019
Revised October 25, 2019

Mark C. Dessens, PE
p 281.920.0487 | c 281.799.8897 | f 281.920.9924



www.SPI-ENG.com

***Re: FM 1463 at Pine Mill Ranch Drive – Temporary Traffic Signal Design
Fort Bend County, Precinct 3 – Project No. TS19301***

Dear Mark:

EPIC Transportation Group, LP (EPIC) appreciates the opportunity to submit this proposal for engineering services to Fort Bend County (FBC) for the above-referenced project. The services to be provided are for the a) Design Phase, 2) Contract & Construction Phase.

DESIGN PHASE

Scope of Services: The engineering design shall be performed in accordance with generally accepted procedures, approved variances, FBC and TxDOT design guidelines, standards and specifications. Work specific to the location is described below:

The T intersection of FM 1463 at Pine Mill Ranch Drive shall receive a temporary, wood-pole mounted span-wire traffic signal system with ground-mounted controller, cabinet and BBUs. This signal shall be installed as soon as possible to cater to existing intersection traffic.

FM 1463 is proposed for widening by TxDOT starting late 2021, and this temporary signal will serve current traffic until a permanent signal is installed at this location by TxDOT sometime in 2022.

The temporary signal system shall be fully actuated with video imaging vehicle detection system (VIVDS) or radar detection system and with horizontal LED vehicle signal heads.

No pedestrian signals, related appurtenances, ramps/landings, or crosswalks shall be provided at this time.

The vacant land opposite Pine Mill Ranch is the site of a future Church to be built by the end of 2020. A two-way driveway is proposed for this site opposite Pine Mill Ranch. The temporary signal shall provision for this driveway by considering it as the 4th leg of the intersection. Left-turn signals shall be provisioned on all four legs, and such signals will have protected/permissive phasing with flashing yellow indications, as applicable. The intersection will receive two (2) pole-

mounted LED luminaires for safety lighting. Signal heads associated with the Church driveway shall be bagged and not turned-on until the Church is open for business. The painted median area on the south leg of FM 1463 shall be restriped (by Others) to include a left-turn storage for the Church traffic only after it is open for business.

Overhead power lines currently exist at the intersection along the east side of FM 1463, and it appears the lines may have to be raised to accommodate the signal system. Coordination with CenterPoint Energy will be done by EPIC to raise the power lines and to obtain the Power Service Outlet and Data Statement.

Coordination with Home Owners Association, if any, will be done for any irrigation, plants, controller location and utility easements, if required.

Plan layouts shall be prepared in English units at 1"=40' scale on 11"x17" layouts. Interim review shall be at the 95% submittal. For which, one set of PDF copies shall be submitted to FBC. The final submittal will be the sealed and signed PDF set of plans. All design drawings shall be prepared using Microstation V8i graphics software and shall be consistent with the level structure required by FBC. Basis of estimate will be provided in FBC format. Computer files containing all design drawings required for the Project shall be provided. Plan layouts shall be prepared per FBC and TxDOT Signal Design Guidelines and shall be designed as part of a standalone bid package. Following are the anticipated sheets:

- Cover Sheet & Index
- Construction Notes and Temporary Traffic Signal Notes
- Basis of Estimate
- Existing Conditions Layout
- Proposed Temporary Signal Layouts
- Proposed Signing & Pavement Markings Layout
- Standard Detail Drawings (as required)

Exclusions: The following services are not part of the scope:

- Geotechnical Engineering
- Drainage Design
- Site-specific traffic control plans
- Storm Water Pollution Prevention Plans (SWPPP)
- Interconnection layout
- Expert Testimony
- Traffic signal timing adjustment
- Design changes outside scope of services

Survey: Survey limits are 500 feet on each leg of FM 1463, and 300 feet on Pine Mill Ranch Drive. See attached survey proposal for details regarding topographic survey and construction staking.

CONTRACT & CONSTRUCTION PHASE

A Project Manual will be prepared and submitted for advertisement and bidding purposes. Applicable number of copies of the manual and drawings shall be provided. EPIC shall attend pre-bid and bid opening meetings.

EPIC's construction phase services include attending pre-construction and construction staking meetings.

EPIC shall review contractor submittals, shop drawings, contractor invoices or perform final inspection, as needed.

EPIC shall provide record drawings, as applicable.

ADDITIONAL SERVICES

Any work beyond the Scope is considered additional is subject to negotiation. No work shall be done under Additional Services without prior consent from FBC.

COMPENSATION

The estimated fee for traffic signal design is broken down as follows:

Design Phase (Lump Sum)	\$31,757.47
Contract & Construction Phase (Hourly)	\$ 7,217.00
Total	\$38,974.47

Please see Attachment A for further details on man-hours and cost breakdown. EPIC's fee schedule is included as Attachment B.

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.

SCHEDULE

Design work on the traffic signals as defined above can be completed within 90 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 FBC. 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, PE, PTOE / President

Enclosures: Attachments A & B
Survey Proposal/Scope

ATTACHMENT A
TEMPORARY TRAFFIC SIGNAL DESIGN - SUMMARY
PROVIDER: EPIC TRANSPORTATION GROUP, LP
LOCATION: FM 1463 AT PINE MILL RANCH, FORT BEND COUNTY

DESIGN PHASE	LUMP SUM	\$ 31,757.47
CONTRACT & CONSTRUCTION PHASE	HOURLY	\$ 7,217.00
TOTAL		\$ 38,974.47

ATTACHMENT A

TEMPORARY TRAFFIC SIGNAL DESIGN

PROVIDER: EPIC TRANSPORTATION GROUP, LP

LOCATION: FM 1463 AT PINE MILL RANCH, FORT BEND COUNTY

DESIGN PHASE		Project Manager	Senior Project Engineer	Project Engineer	CADD Technician	Admin/ Clerical	Total Labor Hrs.	Task Cost
PROJECT MANAGEMENT		4					4	\$ 948.00
PREPARATION OF INVOICES, PROGRESS REPORTS AND DOCUMENTATION OF PHONE CALLS AND CONFERENCE CALLS			2			2	4	\$ 588.00
SITE VISITS & MEETINGS		4	4				8	\$ 1,764.00
UTILITY & SURVEYCOORDINATION		3	5			1	9	\$ 1,821.00
COVERSHEET & INDEX			2		4		6	\$ 876.00
EXISTING CONDITIONS LAYOUT			2	2	8		12	\$ 1,644.00
TEMPORARY SIGNAL LAYOUT		4	8	8	20		40	\$ 6,120.00
SIGNING & PAVEMENT MARKINGS LAYOUT		2	4	8	16		30	\$ 4,362.00
PREPARE SUMMARY OF QUANTITIES		2	2	4			8	\$ 1,482.00
CONSTRUCTION AND TRAFFIC SIGNAL NOTES			2	2	4		8	\$ 1,176.00
SUBMITTALS (95% & 100%)				2	4		6	\$ 768.00
SURVEY - KUO & ASSOCIATES, INC.		SEE ATTACHED						\$ 10,030.47
SUBTOTAL - LABOR		19	31	26	56	3	135	\$ 31,579.47
LABOR RATE PER HOUR		\$ 237.00	\$ 204.00	\$ 150.00	\$ 117.00	\$ 90.00		
DIRECT LABOR COSTS		\$ 4,503.00	\$ 6,324.00	\$ 3,900.00	\$ 6,552.00	\$ 270.00	\$ 21,549.00	
OTHER DIRECT EXPENSES		Quantity	Cost	Unit				Total
Mileage (Current State Rate)		100	\$ 0.58	mile				\$ 58.00
Deliveries		3	\$ 30.00	each				\$ 90.00
Photocopies B/W (11" x 17")		100	\$ 0.30	each				\$ 30.00
SUBTOTAL - DIRECT EXPENSES								\$ 178.00
TOTAL - DESIGN PHASE								\$ 31,757.47

ATTACHMENT A
TEMPORARY TRAFFIC SIGNAL DESIGN
PROVIDER: EPIC TRANSPORTATION GROUP, LP
LOCATION: FM 1463 AT PINE MILL RANCH, FORT BEND COUNTY

CONTRACT & CONSTRUCTION PHASE									
	Project Manager	Senior Engineer	Project Engineer	Senior CADD Operator	Admin/ Clerical	Total Labor Hrs.	Task Cost		
PROJECT MANAGEMENT	4				4	8	\$ 1,308.00		
BID DOCUMENTS	2	4	4		2	12	\$ 2,070.00		
BID MEETINGS	4					4	\$ 948.00		
FIELD VISITS, RFIS, SUBMITTALS		4	4			8	\$ 1,416.00		
CONSTRUCTION MEETINGS, RECORD DRAWINGS	2	4				6	\$ 1,290.00		
SUBTOTAL - LABOR	12	12	8	0	6	38	\$ 7,032.00		
LABOR RATE PER HOUR	\$ 237.00	\$ 204.00	\$ 150.00	\$ 117.00	\$ 90.00				
DIRECT LABOR COSTS	\$ 2,844.00	\$ 2,448.00	\$ 1,200.00	\$ -	\$ 540.00	\$ 7,032.00			
OTHER DIRECT EXPENSES		Quantity	Cost	Unit				Total	
Mileage (Current State Rate)		250	\$ 0.58	mile				\$ 145.00	
Courier		0	\$ 30.00	each				\$ -	
Photocopies BW (11" x 17")		200	\$ 0.20	each				\$ 40.00	
SUBTOTAL - DIRECT EXPENSES								\$ 185.00	
TOTAL - CONTRACT & CONSTRUCTION PHASE								\$ 7,217.00	



TBPE Firm No. F-11000

Transportation Group, LP

Engineering . Planning . Infrastructure . Construction

800 Wilcrest Drive, Suite 240, Houston, TX 77042

ATTACHMENT B - YEAR 2019 CORPORATE RATES

Classification	Billing Rate
Senior Project Manager	\$258.00
Project Manager	\$237.00
Senior Project Engineer	\$204.00
Project Engineer	\$150.00
Graduate Engineer	\$132.00
CADD Technician	\$117.00
Project Administrator/Clerical	\$90.00

Salary Rates are effective for the first year of the approved contract and are subject to an annual escalation of 4% on the contract anniversary date.

DIRECT EXPENSES

Item	Unit	Cost/Unit
Mileage	Mile	At IRS Allowance
Deliveries	Each	At Cost
Copying (8 ½"x 11") B/W	Each	\$0.15
Color Printing (8 ½"x 11")	Each	\$1.00
Copying (11"x 17") B/W	Each	\$0.30
Color Printing (11"x 17")	Each	\$1.50
B/W Bond Plot	Sq. Ft.	\$1.00
Color Bond Plot	Sq. Ft.	\$2.00
Mylar Plot	Sq. Ft.	\$2.50
Mylar Media (11" x 17")	Each	\$3.00



KUO
& associates, Inc.
Consulting Engineers
& Surveyors

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September 30, 2019

Revised October 25, 2019

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800 Wilcrest Drive, Suite 240
Houston, TX 77002

Re: FM 1463 @ Pine Mill Ranch Drive Intersection
Surveying Services

Dear Mr. Narayanappa:

Kuo & Associates, Inc. is pleased to submit this proposal to perform surveying services for the intersection at FM 1463 & Pine Mill Ranch for the following limit

Intersection	Limit	Length (ft)
FM 1463 @ Pine Mill Ranch	500' along FM 1463 in each direction	1,300
	300' along Pine Mill Ranch	

Scope of work and fee will be as follows:

SCOPE OF WORK

Scope of work will consist of the following item of surveying:

Task	Scope
Task I	Topographic Surveying

Task I: Topographic Surveying

Topographic Survey will be done along road segments within the limit of work. Topographic Survey shall conform to all requirements of Texas Department of Transportation and Category 6, Condition 2 survey of TSPS Manual as applicable. In general, the scope for survey will be including the following tasks:

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88.
- Nearby TxDOT Survey Monument will be used as benchmark for the project
- Survey will be tied to TSARP monument with an equation
- Identify relevant topographic information along the intersecting streets. From the ER at intersection, survey shall extend 500 feet on each leg along FM 1463 and 300' along Pine Mill Ranch Drive
- Conduct abstract research to the extent necessary to recover original survey corners, rights-of-way (ROW), property corners etc. and to establish baselines.
- Set the baseline and station at 100-foot intervals including all PIs, PCs and PTs. Establish project TBMs as referenced to the project Benchmark. Where practical, the baseline shall be set along the centerline of the existing ROW or at a convenient offset. This line shall remain on the ground (to be used as construction control).

- Perform survey to locate existing conditions within existing ROW. As a minimum the survey shall include the locations of all ROW and corner cuts, property fences and walls, subdivision monuments, subdivision landscaping at intersection corners, roadway edges, medians, intersection corners and radii, expansion joints, driveways, sidewalks, ramps, traffic control devices (such as signs, including type and size, and pavement markings), manholes, storm inlets, drainage lines, sewer lines, water lines, fire plugs, power lines and poles, telephone lines and poles, light poles, service poles, gas lines, fiber optic lines, cable lines, monuments, shrubs, trees etc.
- Provide elevations based on the project benchmark along curb returns and sidewalks at quadrants of the intersection and at 100' c-c.
- If applicable, perform sidewalk and ramp survey to comply with TxDOT design practices and ADA requirements. The sidewalk and ramp survey data must be sufficient for ramp and push button design including (but not limited to):
 - o Relative elevations, including at least two horizontal and vertical control points for future layout control for construction staking.
 - o Curb (top back of curb) and gutter (at flow line and at edge) is to be collected through the curves with observation every three feet along the arc near existing ramps. Outside existing ramp areas, curb and gutter observations may be every five feet.
 - o Drainage structures (and any other utility located in or adjacent to the curb and gutter) near existing ADA ramps must be located because they can affect ramp design.
 - o If ramps exist enough information must be collected to properly define the existing conditions.
 - o Both ends of existing sidewalk joints must be mapped to determine limits of sidewalk replacement.
- Contact the Fort Bend County utility coordinating committee and/or Texas 811, etc. for field toning and/or locations. Locate all public and private existing utilities as marked. Provide all correspondence and log numbers.
- Contact all private agencies that have utility lines or facilities within the project limits. Request the pipeline companies (if any) to probe and obtain elevations of all known pipelines (if any) and gathering lines that cross the ROW or lie within the project limits. Provide representative names, contact numbers, e-mail addresses and hard copy or PDF of the plans.
- Provide clearances for all overhead lines that are crossing at or near the intersection, and where a conflict could occur with the proposed traffic signal system.
- Inverting all manholes and inlets to obtain flow line and pipe size information on existing utility lines. However, in compliance with the safety requirements, electric and communication manholes will not be opened under the scope of this project. The information on electric and communication cable/conduit lines are typically shown based on the available record drawings.
- Indicate if project area lies within 100-year flood plain based on current FEMA flood maps.
- Prepare topographic survey at 1" = 20' scale.
- Preparation of a drawing with surveyed information along with above and underground utility lines in DGN format for plan view only. A signed and sealed copy of topographic survey (in 20 scale or any other scale as applicable) by a RPLS will be submitted
- Preparation of survey control map to comply with TxDOT criteria and checklist

To our understanding the following including any other tasks not mentioned above are excluded from the scope of this proposal:

- Construction Staking
- Boundary level survey for determining of right of way of the street
- Any Level A and B SUE category survey besides One Call
- Surveying findings of Level A and B SUE survey done by others besides One Call
- Accessing/opening electric and communication manholes
- Surveying any confined space of large manhole structure (if any)

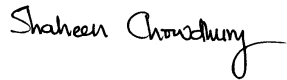
FEE & SCHEDULE:

Estimated fees for above described work is listed below. Details of level of effort for each item of work for the intersection is shown in the attached page.

Fee for Basic Services			
Task	Scope	Fee (lump sum)	Schedule
Task I	Topographic Surveying	\$10,030.47	5 weeks

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Regards,



Shaheen Chowdhury, P.E., R.P.L.S

Exhibit D
Fee Schedule
Specified Rates

Contract No.
PS No.
Work Authorization No.

FM 146 and Pine Mill Ranch Drive Intersection
 CSI:
 County: Fort Bend County
 Limits: 500 feet along each leg of FM 1463 and 300' along Pine Mill Ranch
 Prime Provider Name: EPIC Transportation Group, LP
 Subprovider Name: Kuo and Associates, Inc.

BASIS SERVICES Task Descriptions	RPLS-Project Manager	RPLS-Task Leader	Survey Tech	CADD Operator	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Admin/Clerical	Total Hours	Total Cost
Item 1: Topographic Survey	\$140,36	\$121.00	\$78.65	\$72.60	\$90.00	\$115.00	\$155.00	\$190.00	\$56.87		
Field Survey											
Recovery and tie to project benchmark (TKDOT Monument)			1			2				3	\$ 308.65
Establish survey controls			2			8	18			10	\$ 1,077.30
Topographic survey with cross sections @100' c-c			1				2			19	\$ 2,868.65
Invert manholes, inlets						2				2	\$ 310.00
Search for ROW monuments and survey						2				2	\$ 230.00
QC/QA and project management		4								4	\$ 484.00
Prepare topo and utility plan drawing											
Utility coordination and research			2							2	\$ 157.30
Limited abstracting and estimated ROW delineation		3	6							9	\$ 834.90
Prepare topo and utility plan drawing				20						20	\$ 1,452.00
QC/QA and project management		3		4		4			1	12	\$ 1,170.27
Survey control map											
Prepare survey control map			4							12	\$ 895.40
QC/QA and project management		2								2	\$ 242.00
Total		12	16	32	0	16	20		1		\$ 10,030.47