

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
DESIGN OF TRAFFIC SIGNALS – MASON ROAD AT CANYON GATE BOULEVARD**

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 Transcend Engineers & Planners, LLC, (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor design the traffic signals for the intersection of Mason Road and Canyon Gate Boulevard in Fort Bend County, Texas, under Project TS19308 (hereinafter “Services”); and

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

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

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as described in Contractor’s Proposal dated July 2, 2020 attached hereto as Exhibit “A” and included herein for all purposes.

Section 2. Personnel

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

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services billed at the applicable rates as described in Exhibit A is fifty thousand three hundred fifty dollars and no/100 (\$50,350.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

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

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

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty thousand three hundred fifty dollars and no/100 (\$50,350.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed fifty thousand three hundred fifty dollars and no/100 (\$50,350.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin on Contractor's receipt of a notice to proceed and end no later than December 31, 2022. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

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

7.2 Termination for Default

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

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

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

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

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

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

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

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

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

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

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

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

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

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

Section 12. Confidential and Proprietary Information

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

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

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

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

Section 13. Independent Contractor

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

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

Section 14. Notices

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

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

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

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

Contractor: Transcend Engineers & Planners, LLC
Attn: Raj Basavaraju, P.E., PTOE
633 E Ferhnurst Drive, Suite 1104
Houston, Texas 77450

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

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

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

Section 15. Compliance with Laws

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

Section 16. Standard of Care

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

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

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

25.2 Texas Government Code Section 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.

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.

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

TRANSCEND ENGINEERS & PLANNERS, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Raj Basavaraju, P.E., PTOE

Authorized Agent – Printed Name

ATTEST:

Principal

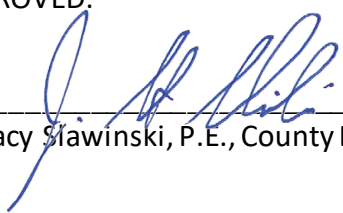
Title

Laura Richard, County Clerk

10/23/2020

Date

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

July 2, 2020

Mr. Rick Staigle, P.E., PTOE
First Assistant County Engineer
Fort Bend County Engineering
301 Jackson Street
Richmond, TX 77469

Attention: Chris Debaillon, P.E., PTOE
Assistant County Engineer - Traffic

Subject: **Signalization at S Mason Road and Canyon Gate Boulevard**

Dear Rick,

Transcend Engineers & Planners, LLC (Transcend) is pleased to submit this proposal to provide engineering services for Signal Design at the intersection of S Mason Road and Canyon Gate Boulevard in Katy, TX.

Assumptions

- Fort Bend County has performed operational analysis of the subject intersection and has established required Level of Service (LOS) in the design year.
- Fort Bend County has performed signal warrant study for the subject intersection.
- Crosswalk Locations have been identified by Fort Bend County based on previously performed engineering studies.
- The engineering design shall be performed in accordance with Fort Bend County and TxDOT design guidelines, standards and specifications and generally accepted procedures, including approved variances.
- The intersection is unsignalized at this time and shall receive a new conventional signal system.
- Interim reviews shall be at the 70% and 95% submittals.

Scope of Work

Survey Coordination

Transcend shall work with Weisser Engineering & Surveying to ensure the surveyor will provide the required topography, Survey Control and Existing ROW. Transcend will ensure Weisser provides topo cut sheets including alignment information. Under the County's guidance, Transcend shall also coordinate with the Surveyor for Proposed ROW as optional additional.

PER Support Services

Transcend shall support the Preliminary Engineering Report (PER) preparation to include the following:

- Present an analysis of the intersection traffic operation and LOS for the AM and PM peak hours for existing traffic/geometric conditions and proposed traffic/geometric conditions
- Develop schematic of the proposed signal layout
- Develop Construction Cost estimate for the approved signal layout

Design Services

Transcend shall design the SIGNAL to include the following:

- Mast arm configuration and horizontal LED vehicle signal heads
- Two pole-mounted LED luminaires, in northwest and southeast corners, for safety lighting.
- Fully actuated with Radar detection (using Autoscope Vision by Econolite) for vehicles and push buttons for pedestrians
- Protected/permissive phasing with flashing yellow indication for southbound left turn along S Mason Road. Left turn phasing along Canyon Gate Boulevard is protected by design as there is no opposing traffic.
- Pedestrian related LED countdown signals, push buttons, signing and crosswalks
- New wheelchair ramps (Type 12 with sidewalk setback from curb for northeast and southeast corners, and Type 7 for northwest and southwest corners) in compliance with Americans with Disabilities Act Accessibility Guidelines (ADAAG) as adopted by Fort Bend County/TxDOT
- New pavement markings up to 200 feet on each leg of the intersection

Transcend shall develop Plan layouts to include the following sheets:

- Title Sheet
- Sheet Index
- Quantities
- Construction General Notes
- Traffic Signal Notes
- Traffic Signal Plan
- Video Detection Layout
- Proposed Signing and Pavement Marking Layout
- Proposed Ramp Layout
- Signal Standards and Details

Transcend shall prepare Plan Layouts per Fort Bend County and TxDOT signal design guidelines as one bid-ready package as follows:

- Prepare all design drawings using MicroStation consistent with the level structure required by Fort Bend County
- Prepare at 1"=40' scale in English Units as 11" x 17" layouts
- Submit one PDF copy at each interim review
- Provide Quantities in Fort Bend County format
- Sign and Seal bond set of plans for final submittal
- Provide computer files containing all required design drawings

Exclusions

The following are NOT included in Transcend's scope of work:

Left Turn Lane modifications/extensions	Drainage Design
Interconnect Layout	Storm Water Pollution Prevention Plans (SW3P)
Site-specific traffic control plans	Expert Testimony
Traffic signal timing adjustment	Record drawings
Topographic Survey	Design changes outside scope of services
Construction Staking	Coordination on Easements and Mast Arm Style

ROW Abstracting	Coordination with power company, electric company, HOA and Utilities
Geotechnical Engineering	Review shop drawings or perform final inspection
Contract Support Services	Construction Support Services

Compensation

Transcend's and Weisser's estimated fixed fee is as follows which includes labor and non-labor reimbursable expenses. The hours estimate and cost breakdown for Transcend are shown in Attachment A while Weisser's survey proposal is shown in Attachment B.

Task	Fee
TRANSCEND	
PER Support Services	\$3,366.00
Design Services	\$25,512.00
Basic Survey Coordination Fee	\$1,352.00
Optional Additional Survey Coordination Fee	\$600.00
TOTAL	\$30,830.00
WEISSER	
Basic Survey Fee	\$13,520.00
Optional Additional Survey Fee	\$6,000.00
TOTAL	\$19,520.00
GRAND TOTAL	\$50,350.00

Transcend shall submit monthly Invoices as lumpsum showing percent work complete. Transcend will consider work not specifically stated above as additional with a right to negotiate.

Schedule

Transcend estimates that the Design Services for the subject signal can be completed within 120 calendar days from Notice to Proceed (NTP). This schedule includes a reasonable time required for topographic survey (30 days), utility coordination and agency review. If the schedule needs to be revised, Transcend will defer to Fort Bend County. Note that Transcend shall not proceed with any work or additional services without written NTP from Fort Bend County.

Please contact me at 832.492.4499 or at raj@transcendengineers.com with any questions. We appreciate the opportunity to serve Fort Bend County and look forward to NTP.

Regards,

Transcend Engineers & Planners, LLC.

Raj Basavaraju, P.E., PTOE

Principal

Attachments:

- A. Transcend Hours Estimate & Cost Breakdown
- B. Weisser Survey Proposal

**ATTACHMENT A
HOURS ESTIMATE & COST BREAKDOWN
SIGNALIZATION AT S MASON ROAD AND CANYON GATE BOULEVARD**

Task Description	No. of Sheets	Project Manager	Project Engineer	Traffic Engineer	CADD Technician	Project Admin.	Total Hours	Cost
Labor Rate		\$216.00	\$165.00	\$135.00	\$114.00	\$90.00		
PER SUPPORT SERVICES								
Project Management (incl. QA/QC)	n/a	1				2	3	\$396.00
Operational Analysis Summary	n/a			8			8	\$1,080.00
Signal Schematic (1 Proposed Layout)	1	1	2		6		9	\$1,230.00
Construction Cost Estimate (1 Approved Layout)	n/a		4				4	\$660.00
PER SUPPORT SERVICES HOURS/COST	1	2	6	8	6	2	24	\$3,366.00
DESIGN SERVICES								
Project Management (incl. QA/QC)	n/a	4				2	6	\$1,044.00
Site Inventory	n/a	2		4			6	\$972.00
Meetings (Kick-off, Coordination)	n/a	2					2	\$432.00
Design Drawings	58	8	16	42	92		144	\$20,526.00
Submittals (70%, 95%, 100%)	n/a		6		12	2	20	\$2,538.00
DESIGN SERVICES HOURS/COST	58	16	22	46	104	4	178	\$25,512.00
GRAND TOTAL								\$28,878.00

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: June 24, 2020

Raj Basavaraju, P.E., PTOE
Transcend
24275 Katy Freeway, Suite 400
Houston, TX 77494
832.492.4499
raj@transcendengineers.com

Proposal for Professional Services in Connection With: The intersection of South Mason Road at Canyon Gate Boulevard, Fort Bend County, Texas

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

I. SCOPE OF SERVICES

A. TOPOGRAPHIC SURVEY:

1. All 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 for 250 feet north, south and east 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 control referenced to Texas Coordinate System, South Central Zone and referenced to NAD 1983.
6. Vertical control shall be based on NAVD 88.
7. All control will be set on the site and shown on the final drawings.
8. 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.
9. WES will locate all 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;
 - e. Spot elevations at the intersection including all pavement joints within the intersection;
 - f. Back and gutter of curb, signage, and roadways.
 - g. All pavement striping, traffic loops, and construction joints within the survey limits will be shown.

COST: \$7,765.00 + any applicable state sales tax

B. 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. All right-of-way determinations 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 with stationing for use by Engineer in design.
5. WES will establish horizontal control referenced to Texas Coordinate System, South Central Zone and referenced to NAD 1983.

COST: \$5,755.00 + any applicable state sales tax

C. Parcel Plat, Metes and Bounds description and Set Corners (if needed)

1. WES will prepare parcel maps, metes and bounds descriptions and set applicable corners to acquire visibility site easements or right-of-way acquisitions. The parcel maps and descriptions will be signed and sealed by a RPLS. Proposed parcel map will be prepared per Category 1A, Condition II requirements.

COST: \$1,500.00 each (estimated 4 total) = \$6,000.00 total

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, SIT (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
Transcend


By: _____

Printed Name: _____

Title: _____

Date of Acceptance: _____

WEISSER ENGINEERING & SURVEYING

By:  _____

Printed Name: Walter P. Sass

Title: Principal

Date of Acceptance: 6/24/2020