

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

WITNESSETH

WHEREAS, County desires that Engineer provides engineering services related to "Traffic Signal Installation and Related Improvements" at Falcon Landing Boulevard at Spring Green Boulevard, including design phase, contract phase and construction phase (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Engineer 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

Article I. Scope of Services

Engineer shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Engineer 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 Engineer 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 Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer 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.

Article III. Compensation and Payment

3.1 Engineer's fees shall be calculated at the rates set forth in the attached exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is forty thousand two hundred sixty-six dollars and no/100 (\$40,266.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. The Maximum Compensation shall be allocated as follows:

3.1.1. \$33,186 for Total Basic Services

3.1.2. \$7,080 for Additional Services (Optional)

3.2 All performance of the Scope of Services by Engineer 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 Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County two (2) original copies of invoices 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.

Article IV. Limit of Appropriation

4.1 Engineer 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 forty thousand two hundred sixty-six dollars and no/100 (\$40,266.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer shall not under any conditions, circumstances, or interpretations thereof exceed forty thousand two hundred sixty-six dollars and no/100 (\$40,266.00).

Article V. Time of Performance

5.1 The time for performance of the Scope of Services by Engineer shall begin with receipt of the Notice to Proceed from County and end no later than ninety (90) days thereafter.

Engineer 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.

5.2 If the Services are not substantially completed within the time for performance or within such additional time as may be extended by County, County will deduct from the final payment as liquidated damages and not as a penalty the sum of two hundred and fifty (\$250.00) per calendar day that the Services are not substantially complete. Such sum is agreed upon as a reasonable and proper measure of the damages County will sustain.

Article VI. 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.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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. Engineer'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 Engineer.

Article VIII. Ownership and Reuse of Documents

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

Article IX. Inspection of Books and Records

Engineer will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Engineer 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.

Article X. Insurance

10.1 Prior to commencement of the Services, Engineer 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. Engineer shall provide copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer shall obtain such insurance written on an Occurrence (except Professional Liability) form from such companies having Bests 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 in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

10.1.3 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.

10.1.4 Professional Liability insurance 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 and Professional Liability written on behalf of Engineer 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, Engineer 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.

Article XI. Indemnity

ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ENGINEER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ENGINEER OR ANY OF ENGINEER'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

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

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

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

12.5 Engineer 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.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Engineer 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 Engineer or, where permitted, of its subcontractors.

13.2 Engineer 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.

Article XIV. 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 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 |
| Engineer: | EPIC Transportation Group, LP 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.

Article XV. Compliance with Laws

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

Article XVI. Standard of Care

16.1 Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Engineer 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 standard of care.

16.2 Consistent with the Standard of Care in 16.1, Engineer represents 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.

Article XVII. Assignment and Delegation

17.1 Neither party may assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

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.

Article XVIII. 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.

Article XIX. Successors and Assigns

County and Engineer 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.

Article XX. Third Party Beneficiaries

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

Article XXI. 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.

Article XXII. 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 Engineer 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.

Article XXIII. 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.

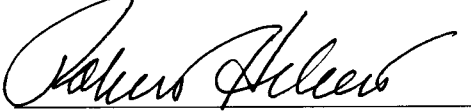
Article XXIV. Conflict

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

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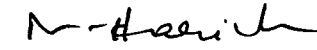
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 11 day of March, 2014.

FORT BEND COUNTY



Robert E. Hebert, County Judge

EPIC Transportation Group, LP



Authorized Agent- Signature

HARISH NARAYANAPPA, PE, PTOE

Authorized Agent- Printed Name

ATTEST:



Dianne Wilson, County Clerk

PRESIDENT

Title

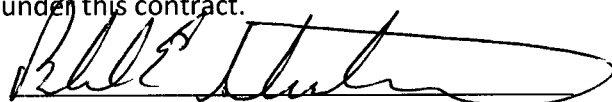
2/28/14

Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$40,266.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

EXHIBIT A

TBPE FIRM NO. F-11000



EPIC TRANSPORTATION GROUP, LP

Engineering . Planning . Infrastructure . Construction

800 Wilcrest Drive, Suite 240, Houston, TX 77042

January 15, 2014

Revised January 21, 2014

Rick J. Staigle, PE, PTOE
First Assistant County Engineer
Fort Bend County
1124 Blume Road, Rosenberg, Texas 77471

Email: rick.staigle@fortbendcountytexas.gov

**Re: Proposed Traffic Signal Design
Falcon Landing Boulevard at Spring Green Boulevard
Precinct 3, Fort Bend County, TX**

Dear Rick:

EPIC Transportation Group (ETG) appreciates the opportunity to submit this proposal to perform engineering services related to "Traffic Signal Installation and Related Improvements" at the above locations in Fort Bend County, Precinct 3, TX. The engineering services to be provided by ETG are for the 1) Design Phase, 2) Contract Phase and 2) Construction Phase.

SCOPE OF SERVICES

Fort Bend County has performed signal warrant study for the subject intersection. The engineering design shall be performed in accordance with generally accepted procedures, approved variances and Fort Bend County and TxDOT design guidelines, standards and specifications. Work specific to the location is described below:

This intersection is unsignalized at this time and shall receive a new conventional signal system controlled by Trafficware controller in a ground-mounted cabinet.

The new signal system shall be fully actuated with thermal video detection for vehicles and push buttons for pedestrians. The new signal shall have mast arm configuration and horizontal LED vehicle signal heads. Left turn signals will have protected/permissive phasing with flashing yellow indications. The intersection will receive two (2) pole-mounted LED luminaires for safety lighting. Pedestrian related LED countdown signals, push buttons, signing and crosswalks will be applied all around the intersection.

The intersection may receive new wheelchair ramps (perpendicular or diagonal) in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) as adopted by Fort Bend County/TxDOT.

Overhead power lines exist along the north side of Falcon Landing Boulevard at this intersection. At such locations, the power lines may have to be raised to allow for signal construction. Request to the power company to raise the power lines shall be made through the Fort Bend County, if required.

New striping will be designed for 200 feet on each leg of the intersection.

Coordination with Centerpoint Energy will be done by ETG and Power Service Outlet and Data Statement will be obtained and submitted.

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

PS&E

Plan layouts shall be prepared in English units at 1"=40' scale on 11" x 17" layouts. Interim reviews shall be at the 75% and 100% submittals. For which, one set of bond layouts and one PDF copy shall be submitted as requested by Fort Bend County. The final submittal will be the sealed and signed bond set of plans. All design drawings shall be prepared using Microstation V8i graphics software and shall be consistent with the level structure required by Fort Bend County. Basis of estimate will be provided in Fort Bend County format. Computer files containing all design drawings required for the Project shall be provided.

Plan layouts shall be prepared per Fort Bend County and TxDOT Signal Design Guidelines and shall be designed as a bid ready package.

Following are the anticipated sheets for each location (see Attachment A for details):

- Coversheet & Index
- Construction Notes and Traffic Signal Notes
- Basis of Estimate
- Existing Condition Layout
- Proposed Signal Layouts (including notes)
- Turn Lane, Wheel Chair/Pad Layout
- Crosswalks, Stop Bar, Signing & Striping Layout
- Standard Detail Drawings - As required

The following services are not part of the scope:

- Geotechnical Engineering - Soil and foundation investigations, soil tests, coring and analysis of test results for design and construction
- Site-specific traffic control plans are not anticipated for the signal and related improvements. TxDOT standard TCP drawings are sufficient. Temporary signalization (during construction) is not required since the locations do not have existing signals
- Storm Water Pollution Prevention Plans (SWPPP), except sand-bagging the storm inlets where applicable within construction limits.
- Expert Testimony

COMPENSATION FOR BASIC SERVICES

The estimated fixed fee for traffic signal design is broken down as follows. Please see Attachment A for further details on man-hours and cost breakdown. ETG's fee schedule is included as Attachment B:

Design Phase:

\$19,887.00 (ETG)

\$ 8,750.00 (Weisser)

\$28,637.00 (Total)

Contract Phase:

\$939.00 (ETG)

Construction Phase:

\$1,920.00 (ETG)

\$1,690.00 (Weisser)

\$3,610.00 (Total)

The amount shown includes all necessary direct expenses estimated to complete the effort as described above. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated above will be considered additional work and will be subject to negotiation. Invoices shall be lump sum and be submitted monthly showing percent of completed work.

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

COMPENSATION FOR ADDITIONAL SERVICES (OPTIONAL)

Additional Services (optional) below shall be performed at hourly rates per the fee schedule found in Attachment B and shall not be performed without prior County authorization.

1. Traffic Control Plans (site specific) - \$3,018.00
2. Design changes outside scope of services – \$1,578.00
3. Record Drawings – \$600.00
4. Traffic Signal timing adjustment - \$1,584
5. ROW Abstracting - \$300.00

ETG shall not proceed with any work or additional services without written Notice to Proceed from Fort Bend County.

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 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,
ETG Transportation Group, LP



Harish Narayanappa, P.E., PTOE
President

Enclosures:
Attachments A and B
Survey Proposal/Scope

**ATTACHMENT A
MAN-HOUR ESTIMATE AND COST BREAKDOWN
PROPOSED NEW TRAFFIC SIGNAL & RELATED IMPROVEMENTS
Falcon Landing Boulevard at Spring Green Boulevard**

| Classification | No. of Sheets | Project Manager | Project Engineer | Graduate Engineer | CADD Technician | Project Admin./C lerical | Total Man-Hours | Cost | Total |
|---|------------------|--------------------|---------------------|----------------------|--------------------|--------------------------------|------------------------|--------------------|--------------------|
| Direct Labor Rate | | \$189.00 | \$120.00 | \$105.00 | \$90.00 | \$75.00 | | | |
| DESIGN PHASE | | | | | | | | | |
| TASK | | | | | | | Number of Hours | | |
| Project Administration/QA/QC | n/a | 3 | | | | 2 | 5 | \$717.00 | |
| Field Visits/Site Inventory | n/a | | 4 | 4 | | | 8 | \$900.00 | |
| Kick-off Meeting | n/a | 3 | | | | | 3 | \$567.00 | |
| Utility Confirmation/Coordination/Service Outlet | n/a | | 6 | | | 1 | 7 | \$795.00 | |
| Coversheet & Index | | | | | 4 | | 5 | \$480.00 | |
| Basis of Estimate | 1 | 5 | 5 | 10 | | | 20 | \$2,595.00 | |
| Construction and Traffic Signal Notes | 4 | | 1 | 4 | 6 | | 14 | \$1,449.00 | |
| Existing Condition Layout | 1 | | 2 | 4 | 5 | | 14 | \$1,380.00 | |
| Proposed Signal Layouts | 3 | 2 | 6 | 12 | 40 | | 60 | \$5,958.00 | |
| Crosswalks, Stop Bar, Signing & Striping Layout | 1 | 2 | 2 | 4 | 8 | | 16 | \$1,758.00 | |
| Turn Lane, Wheel Chair/Pad Layout | 1 | 2 | 4 | 4 | 8 | | 18 | \$1,998.00 | |
| Standard Detail Drawings | 30 | | 2 | 6 | 2 | | 4 | \$420.00 | |
| Submittals (75%, 100% and Final) | n/a | | 2 | 6 | | | 8 | \$870.00 | |
| Total Man-Hours / Number of Sheets | 42 | 18 | 35 | 48 | 78 | 3 | 182 | | |
| Total Cost | | | | | | | | \$19,887.00 | \$19,887.00 |
| CONTRACT PHASE | | | | | | | | | |
| TASK | | | | | | | Number of Hours | | |
| Project Administration/QA/QC | n/a | 1 | | | | 1 | 2 | \$264.00 | |
| Bid Documents | n/a | | 3 | 3 | | | 6 | \$675.00 | |
| Total Man-Hours / Number of Sheets | 0 | 1 | 3 | 3 | 0 | 1 | 8 | | |
| Total Cost | | | | | | | | \$339.00 | \$339.00 |
| CONSTRUCTION PHASE | | | | | | | | | |
| TASK | | | | | | | Number of Hours | | |
| Project Administration/QA/QC | n/a | 1 | | | | 1 | 2 | \$264.00 | |
| Field Visits | n/a | | 4 | 4 | | | 8 | \$900.00 | |
| Meetings | n/a | 4 | | | | | 4 | \$756.00 | |
| Total Man-Hours / Number of Sheets | 0 | 5 | 4 | 4 | 0 | 1 | 14 | | |
| Total Cost | | | | | | | | \$1,920.00 | \$1,920.00 |
| ADDITIONAL SERVICES | | | | | | | | | |
| TASK | | | | | | | Number of Hours | | |
| Traffic Control Plans (site specific) | n/a | 2 | 4 | | 24 | | 30 | \$3,018.00 | |
| Design and Reproduction due to changes outside the original scope of services | n/a | 2 | 4 | | 8 | | 14 | \$1,578.00 | |
| Record Drawings | n/a | | 2 | | 4 | | 6 | \$600.00 | |
| Traffic Signal timing adjustment subsequent to initial timing | n/a | 1 | 4 | 8 | | 1 | 14 | \$1,584.00 | |
| Total Man-Hours / Number of Sheets | 0 | 2 | 4 | 0 | 24 | 0 | 30 | | |
| Total Cost | | | | | | | | \$6,780.00 | \$6,780.00 |
| Topographic Survey - Weisser (see attached proposal) | | | | | | | | \$8,750.00 | |
| Construction Staking - Weisser (see attached proposal) | | | | | | | | \$1,690.00 | |
| ROW Abstracting - Weisser (see attached proposal) | | | | | | | | \$300.00 | |
| Total Cost | | | | | | | | \$10,740.00 | \$10,740.00 |
| GRAND TOTAL | | | | | | | | \$40,266.00 | |

TBPE FIRM NO. F-11000



EPIC TRANSPORTATION GROUP, LP

Engineering . Planning . Infrastructure . Construction
800 Wilcrest Drive, Suite 240, Houston, TX 77042

ATTACHMENT B - FEE SCHEDULE

| Classification | UNIT | MAXIMUM RAW SALARY RATE | BILLING RATE |
|--------------------------------|------|----------------------------|--------------|
| Senior Project Manager | Hour | \$72.00 | \$216.00 |
| Project Manager | Hour | \$63.00 | \$189.00 |
| Senior Project Engineer | Hour | \$50.00 | \$150.00 |
| Project Engineer | Hour | \$40.00 | \$120.00 |
| Graduate Engineer | Hour | \$35.00 | \$105.00 |
| CADD Technician | Hour | \$30.00 | \$90.00 |
| Project Administrator/Clerical | Hour | \$25.00 | \$75.00 |

Maximum Raw 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 1/2"x 11") B/W | Each | \$0.15 |
| Color Printing (8 1/2"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 |



19500 Park Row, Suite 100 • Houston, Texas 77084
P.O. Box 219315 • Houston, Texas 77218
Phone (281) 579-7300 • Fax (281) 828-0055

January 21, 2014

EPIC Transportation Group, LP
800 Wilcrest Drive, Suite 240
Houston, TX 77042

Attention: Harish Narayanappa, P.E., PTOE

Phone: 713-609-9416 Fax: 713-609-9806 Email: harish@epicgrouplp.com

RE: Intersection of Falcon Landing Boulevard at Spring Green Boulevard,
Katy, Fort Bend County, Texas.

Dear Mr. Narayanappa;

Per your recent request, Weisser Engineering Company is pleased to propose the following professional services and related fees for the above-described road intersection:

A. TOPOGRAPHIC SURVEY:

1. Identify relevant topographic information along Falcon Landing Boulevard as well as along Spring Green Boulevard. From the nearest edge of the intersecting street, the survey shall extend 200 feet on the north leg and 200 feet on the south leg of Spring Green Boulevard and 200 feet on the east leg and 200 feet on the west leg of Falcon Landing.
2. Conduct abstract research to the extent necessary to recover original survey corners, rights-of-way (ROW), property corners, etc. and to establish baselines.
3. Set the baseline and station at 100-foot intervals including all PIs, PCs and PTs. Establish project benchmarks as referenced to 2001 adjustments, if within 2000 feet. 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).
4. 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.
5. Provide elevations based on an assumed benchmark along curb returns and sidewalks at quadrants of the intersection. Provide elevations along the medians located at the intersection.
6. Perform sidewalk and ramp survey to comply with TxDOT design practices and ADA requirements. The sidewalk and ramp survey data will be sufficient for ramp and push button design including (but not limited to):
 - a. Relative elevations, including at least two horizontal and vertical control points for future layout control for construction staking.

- b. Curb (top back of curb) and gutter (at flow line and at edge) will 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.
 - c. 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.
 - d. If ramps exist enough information will be collected to properly define the existing conditions.
 - e. Both ends of existing sidewalk joints will be mapped to determine limits of sidewalk replacement.
7. 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.
 8. Contact all private agencies that have utility lines or facilities within the project limits. Have the lines probed and obtain elevations of all known pipelines and gathering lines that cross the ROW or lie within the project limits. Provide representative names, contact numbers, email addresses and hard copy or PDF of the plans.
 9. 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.
 10. Indicate if project area lies within 100-year flood plain based on current FEMA flood maps.
 11. Prepare topographic survey at 1" = 20' scale.

We estimate completion within fifteen (15) working days from Notice to Proceed.

| | | |
|---------------------------------------|-------------------|-------------|
| 3 Person Field Crew | 28 hrs @ \$155/hr | \$ 4,340.00 |
| Records Researcher | 5 hrs @ \$75/hr | \$ 450.00 |
| Survey Tech | 8 hrs @ \$95/hr | \$ 760.00 |
| CADD Drafter | 24 hrs @ \$85/hr | \$ 2,040.00 |
| Project Manager | 6 hrs @ \$130/hr | \$ 780.00 |
| RPLS | 2 hrs @ \$140/hr | \$ 280.00 |
| Clerical | 2 hrs @ \$50/hr | \$ 100.00 |
| COST: \$8,750.00 (non-taxable) | | |

B. Construction Staking (Additional Services)

The following services under Task B are considered additional services and are not part of the basic scope of services listed in Task A.

1. Provide construction staking of the following items: control points, signal poles, wheelchair ramps, pedestrian poles, controller foundation and ROW corners at the intersection.
2. Re-establish transit lines and benchmarks as required for the traffic signal contractor to proceed with their construction staking.

| | | |
|---------------------------------------|------------------|-------------|
| 3 Person Field Crew | 8 hrs @ \$155/hr | \$ 1,240.00 |
| Survey Tech | 2 hrs @ \$95/hr | \$ 190.00 |
| Project Manager | 2 hrs @ \$130/hr | \$ 260.00 |
| COST: \$1,690.00 (non-taxable) | | |

3. Provide abstracting of ownership of property contiguous to the project area.

| | | |
|-------------------------------------|-----------------|-----------|
| Records Researcher | 4 hrs @ \$75/hr | \$ 300.00 |
| COST: \$300.00 (non-taxable) | | |

Deliverables

Deliver a listing of all points taken in X, Y and Z coordinate form along with copies of field data and reference drawings on buried utilities. Provide two, sealed and signed hard copies of the survey along with an electronic copy (Microstation V8i). Also provide original, certified survey information collected. All linear items such as edge of roadway, medians, sidewalks, utilities, etc. shall be connected to indicate a line. All txt on drawing shall be clear and shall not interfere with other text or lines when all levels or layers are thawed. Additional information is called for in Services of Surveyor and Graphic Standards Microstation Level Map.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to call.

Sincerely,
Weisser Engineering Company

A handwritten signature in black ink, appearing to read 'Walter P. Sass', enclosed within a hand-drawn oval.

Walter P. Sass, R.P.L.S.
TBPLS Reg. #100518-00
TBPE Reg. #F-68

WPS/srb

| | | | | | |
|-----------------------|--|------------------|--|-------------------|----------------------------|
| EPIC | | | | | |
| | | | | | |
| Classification | | Base Rate | | Multiplier | Billing Hourly Rate |
| 3 Person Field Crew | | \$51.67 | | 3 | \$155.00 |
| Records Researcher | | \$25.00 | | 3 | \$75.00 |
| Survey Tech | | \$31.67 | | 3 | \$95.00 |
| CADD Drafter | | \$28.33 | | 3 | \$85.00 |
| Project Manager | | \$43.33 | | 3 | \$130.00 |
| RPLS | | \$46.67 | | 3 | \$140.00 |
| Clerical | | \$16.67 | | 3 | \$50.00 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER Higginbotham Insurance Agency, Inc. 1500 Citywest Blvd., Suite 500 Houston TX 77042 | | CONTACT NAME: Nicole M. Schlueter PHONE (A/C, No, Ext): 713-965-7406 FAX (A/C, No): 713-952-9939 E-MAIL ADDRESS: nschlueter@higginbotham.net | |
| INSURED EPICT Epic Transportation Group, LP 800 Wilcrest Drive, Suite 240 Houston TX 77042 | | INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company INSURER B: Travelers Casualty & Surety Co INSURER C: Travelers Casualty and Surety Co of INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 25658 19038 31194 | |

COVERAGES**CERTIFICATE NUMBER:** 1173820159**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | 6601233N194TIA14 | 1/6/2014 | 1/6/2015 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 6601233N194TIA14 | 1/6/2014 | 1/6/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000 | | | XSFCUP2449T057TCT14 | 1/6/2014 | 1/6/2015 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | XAUB2448T17714 | 1/6/2014 | 1/6/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| C | Professional Liability | | | 105388927 | 1/6/2014 | 1/6/2016 | Each Claim \$1,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: Falcon Landing Boulevard at Spring Green Boulevard Traffic Signal, PCT 3, Fort Bend County,; Fort Bend County & the members of Commissioners Court are additional insured on all policies except Work Comp and Professional Liability as required by written contract. Waiver of subrogation in favor Fort Bend County & the members of Commissioners Court as required by written contract. 30-day written notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Fort Bend County Engineering Department 301 Jackson Street Richmond TX 77469 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

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