

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 "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services for roadway improvements including straightening the curve of an existing 2-lane asphalt roadway with shoulders and complete the intersection at Teal Estates Boulevard, a 120' right of way, under the Fort Bend County 2013 Mobility Bond Program – Sycamore Road from Eaglewood Trail to Rabb Road – Project No. 13113 (hereinafter "Services") pursuant to SOQ 14-025; 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 I. Scope of Services**

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

**Section II. 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 III. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is forty-two thousand five hundred thirty dollars and 00/100 (\$42,530.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

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 and two (2) original hard 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.

### **Section IV. 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 forty-two thousand five hundred thirty dollars and 00/100 (\$42,530.00), 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 forty-two thousand five hundred thirty dollars and 00/100 (\$42,530.00).

### **Section V. 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 no later than twenty-four (24) months thereafter.

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 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.

#### **Section VII. Termination**

##### **7.1 Termination for Convenience**

7.1.1 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 VIII. 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 IX. 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 X. 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 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. 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. All Liability policies including Workers' Compensation written on behalf of Contractor 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 XI. Indemnity**

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

#### **Section XII. 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 XIII. 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 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  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

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

Contractor: EPIC Transportation Group, LP  
Attn: Harish Narayanappa, P.E., 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.

#### **Section XV. 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 XVI. 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 XVII. 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 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.

**Section XIX. 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 XX. Third Party Beneficiaries**

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

**Section 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.

**Section 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 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 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.

**Section XXIV. Conflict**

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

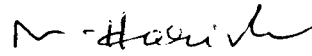
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 10 day of March, 2015.

FORT BEND COUNTY

EPIC TRANSPORTATION GROUP, LP



Robert E. Hebert, County Judge



Harish Narayanappa, P.E., LP, President

3 10 2015

Date

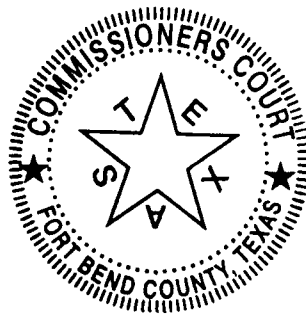
2/27/2015

Date

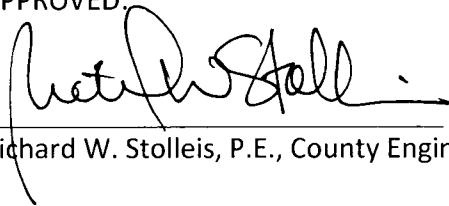
ATTEST:



Laura Richard, County Clerk



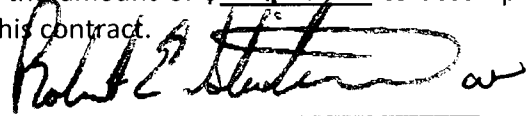
APPROVED:



Richard W. Stolleis, P.E., County Engineer

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$42,530.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

MDS

# EXHIBIT A



# **EPIC TRANSPORTATION GROUP, LP**

Engineering . Planning . Infrastructure . Construction

800 Wilcrest Drive, Suite 240, Houston, TX 77042

November 17, 2014

Revised: January 26, 2015

Revised: January 29, 2015

**Revised: February 16, 2015**

Timothy J. Lyng, P.E.  
Binkley & Barfield, Inc.  
1710 Seamist Drive, Houston, TX 77008  
Attention: Tommy Cromer, PE

**Re: Fort Bend County 2013 Mobility Bond Program  
Sycamore Road, Fresno, Fort Bend County Precinct 1**

Dear Tim:

EPIC Transportation Group, LP (ETG) appreciates the opportunity to submit this revised proposal for engineering services to Fort Bend County to reconstruct about 1,300 feet of Sycamore Road between the eastern driveway of Fort Bend MUD 23's M.R Massey Building (located at 1570 Rabb Road) and just west of Eaglewood Trail Drive/Church Driveway (see Exhibit A for the project limits).

Sycamore Road is a two-lane, undivided, asphalt roadway with ditches on both sides. Currently, there exists two right-angles (L) within the project limits that is slowing traffic. As part of the project, these right angles shall be removed and the roadway re-aligned with reverse curves to allow for smoother and safer travel.

## **SCOPE OF SERVICES:**

Two 12-foot lanes, with 6- to 12-foot shoulders and ditches are proposed within 120-foot right-of-way. Eight (8) inch black base with three (3) inch asphalt surface is proposed. The roadway shall transition down to tie back to existing section at the two ends of the project.

The intersection with Teal Estates Boulevard will be modified to have Teal Estates extend and terminate at the new alignment, preferably at 90-degrees. The gravel road leading to/from the MUD plant shall be realigned to terminate opposite Teal Estates. An eastbound left-turn storage bay shall be provided at this intersection. The proposed alignment shall bisect a 5-acre private property (FBCAD ID: R149564) in the northeast quadrant.

Fort Bend County Road and Bridge Department shall construct this project. Therefore, the required engineering effort is stipulated by the County as follows:

- Cover Sheet with Index
- Quantities
- Alignment Design
- Roadway Plan Layouts (without Profile) - Include a note for removal and hauling off of the residual pavement
- Typical Sections
- Ditch Grades/Drainage Design (for Conveyance only) – Only includes a few ditch invert elevations and cross sections with side slopes computed
- Signing & Pavement Marking Design
- SW3P
- Standard Detail Drawings
- Standard TCP Details - Point out on the roadway plans where these standard details apply.

The drawings shall be drawn at 1"= 20' scale on 22"x34" sheets using graphics software. Survey and Geotechnical Engineering are part of the scope of services. See attached sub-consultant proposals for details. Environmental (desktop review only) is also part of the services, but shall be performed independently under a separate contract with the County.

**DELIVERABLES:** Submittals include one pre-final set for review followed by one set of sealed and signed drawings for construction. Deliverables shall be in 22"x34" PDF and hard copy format in addition to AutoCAD design & survey files.

In addition, a brief Letter Report/Summary will be submitted along with a typical section and roadway layout before final design.

**SCHEDULE:** The tentative schedule for the entire effort is about four months from the day of Notice to Proceed.

**MEETINGS & COORDINATION:** There will be no coordination meetings. All coordination will be handled by phone calls and emails.

**CONSTRUCTION MEETINGS:** The scope includes up to four construction meetings, including one pre-construction meeting.

**ADDITIONAL SERVICES:** Any work beyond the Scope is considered additional is subject to negotiation. No work shall be performed under Additional Services without prior consent from the County. The following are not part of the scope, and if required would constitute Additional Services:

- Detailed Drainage (Detention) Analysis/Mitigation Analysis/Hydrologic Studies
- Pavement Analysis
- Environmental Analysis (except for Desktop Analysis)
- Roadway Profile Design/Layout
- Roadway Cross Sections
- Site-specific TCP or Detour plans
- Sanitary, Water and Storm Sewer Redesign
- Contract & Construction Support
- Project Manual and Specifications
- General & Construction Notes
- Utility Relocation Coordination
- Fort Bend County Drainage District Coordination
- Additional Engineering Services
- Additional ROW Parcels/Takings
- Additional Meetings

**COMPENSATION:** The lump sum fee for the PS&E effort is **\$40,418**. The fee for construction meetings will be hourly (time and materials) for **\$2,112**. Total is therefore **\$42,530**. The amount shown includes all direct expenses estimated for this project. Any work not specifically stated above shall be considered additional work, and is subject to negotiation. Meetings, representations, reproduction, mileage, etc. beyond the required tasks shall be considered "Additional Services." See Exhibit B – Compensation for Professional Services for the various design costs. Also included are Exhibits C and D – Survey and Geotechnical proposals respectively. 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

**Attachments:**

- Exhibit A – Project Map
- Exhibit B - Compensation for Professional Services
- Exhibit C – Survey Proposal
- Exhibit D – Geotechnical Proposal



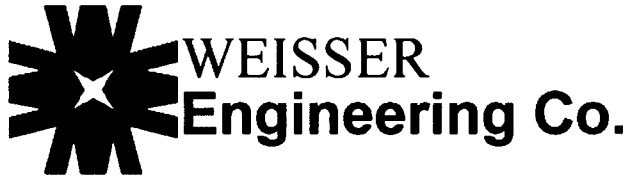
EXHIBIT A

# EXHIBIT B

**EXHIBIT B**  
**SUMMARY OF MAN-HOUR ESTIMATE AND COST BREAKDOWN**  
 SYCAMORE ROAD, FORT BEND COUNTY PRECINCT 1

| Classification   | Project Manager | Senior Project Engineer | Project Engineer | Senior CADD Technician | Project Admin./Clerical | Total Man-Hours | Cost               | Not to Exceed      |
|--|-----------------|-------------------------|------------------|------------------------|-------------------------|-----------------|--------------------|--------------------|
| <b>Direct Labor Rate</b>                                   | \$189.00        | \$150.00                | \$120.00         | \$105.00               | \$75.00                 |                 |                    |                    |
| <b>DESIGN PHASE</b>  | Number of Hours |                         |                  |                        |                         |                 |                    |                    |
| TASK   |                 |                         |                  |                        |                         |                 |                    |                    |
| Project Administration                                     |                 |                         |                  |                        | 4                       | 4               | \$300.00           |                    |
| Field Visit/Site Inventory                                 |                 | 4                       |                  |                        |                         | 4               | \$600.00           |                    |
| County/PMC Coordination (Conference Calls and Emails Only) | 4               |                         |                  |                        |                         | 4               | \$756.00           |                    |
| Utility Confirmation/Coordination                          |                 | 4                       |                  |                        |                         | 4               | \$600.00           |                    |
| Coversheet & Index   |                 | 2                       |                  | 4                      |                         | 6               | \$720.00           |                    |
| Quantities   |                 | 4                       | 4                |                        |                         | 8               | \$1,080.00         |                    |
| Alignment Design   | 2               | 6                       |                  | 8                      |                         | 16              | \$2,118.00         |                    |
| Roadway Plan Layouts                                       | 4               | 12                      | 6                | 48                     |                         | 70              | \$8,316.00         |                    |
| Typical Sections   |                 | 4                       | 4                | 8                      |                         | 16              | \$1,920.00         |                    |
| Ditch Grades/Drainage Design                               | 4               | 8                       |                  | 20                     |                         | 32              | \$4,056.00         |                    |
| Signing & Pavement Marking Design                          | 2               | 4                       | 6                | 10                     |                         | 22              | \$2,748.00         |                    |
| SW3P   | 2               | 4                       | 4                | 8                      |                         | 18              | \$2,298.00         |                    |
| Standard Detail Drawings                                   |                 | 2                       |                  | 2                      |                         | 4               | \$510.00           |                    |
| Standard TCP Details                                       |                 | 2                       |                  | 2                      |                         | 4               | \$510.00           |                    |
| Submittals (1st and 2nd)                                   |                 |                         |                  | 6                      |                         | 6               | \$630.00           |                    |
| <b>Total Man-Hours</b>                                     | <b>18</b>       | <b>56</b>               | <b>24</b>        | <b>116</b>             | <b>4</b>                | <b>218</b>      | <b>\$27,162.00</b> | <b>\$27,090.00</b> |
| <b>Total Cost</b>  |                 |                         |                  |                        |                         |                 | <b>\$27,162.00</b> |                    |

| TASK  | Number of Hours                          |          |          |          |          |           | Cost               | Not to Exceed      |
|---|--|----------|----------|----------|----------|-----------|--------------------|--------------------|
| Topographic Survey - Weisser Engineering (see Exhibit C)    |  |          |          |          |          |           | \$9,065.00         |                    |
| Geotechnical Engineering - HVJ & Associates (see Exhibit D) |  |          |          |          |          |           | \$4,263.00         |                    |
| <b>Total Cost</b>   |  |          |          |          |          |           | <b>\$13,328.00</b> | <b>\$13,328.00</b> |
| <b>CONSTRUCTION PHASE</b>                                   | <b>TOTAL - DESIGN PHASE</b>              |          |          |          |          |           | <b>\$40,418.00</b> |                    |
| TASK  |  |          |          |          |          |           |                    |                    |
| Pre-construction & Construction Meetings                    | 8  | 4        |          |          |          | 12        | \$2,112.00         |                    |
| <b>Total Man-Hours</b>                                      | <b>8</b>                                 | <b>4</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>12</b> | <b>\$2,112.00</b>  | <b>\$2,112.00</b>  |
| <b>Total Cost</b>   |  |          |          |          |          |           | <b>\$2,112.00</b>  | <b>\$2,112.00</b>  |
|   | <b>TOTAL - CONSTRUCTION PHASE</b>        |          |          |          |          |           | <b>\$2,112.00</b>  |                    |
|   | <b>TOTAL - DESIGN &amp; CONSTRUCTION</b> |          |          |          |          |           | <b>\$42,530.00</b> |                    |



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

February 12, 2015

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

Attention: Mr. Harish Narayanappa, P.E., PTOE

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

RE: Professional Surveying and Mapping Services for existing Sycamore Road from 50' East of Eaglewood Trail to 600' West along Rabb Road from the Rabb Road/Teal Estates Blvd. intersection for approximately 1,600 feet in Fort Bend County, Texas. Included in the scope is two (2) intersecting streets for an approximate total of 2,000 linear feet of roadway.

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 property:

**Surveying and Mapping**

The Surveyor shall evaluate the existing ROW envelope and make recommendations for the acquisition of ROW necessary for the Project. The Surveyor shall prepare a ROW Acquisition Table which shall include a parcel ID number, acreage (and square footage) to be acquired, acreage of the parent tract, acreage remaining of the parent tract, current owner, recording information, current flood plain zone, and note any issues that may affect the acquisition of the parcels.

**1. Topographic Surveying**

The Surveyor will provide the following within the surveying limits:

- a. Utilities will be located and tied based on visual evidence and utilities based on maps and plans provided by the Client and marked by "One Call" within the project limits, flow line elevations, sizes, material types and directions of pipes will be obtained.

|                     |                  |             |
|---------------------|------------------|-------------|
| 3 Person Field Crew | 8 hrs @ \$155/hr | \$ 1,240.00 |
| Records Researcher  | 6 hrs @ \$75/hr  | \$ 450.00   |
| Survey Tech         | 3 hrs @ \$95/hr  | \$ 285.00   |
| CADD Drafter        | 3 hrs @ \$85/hr  | \$ 340.00   |
| Project Manager     | 3 hrs @ \$130/hr | \$ 390.00   |
| RPLS                | 2 hrs @ \$140/hr | \$ 280.00   |
| Clerical            | 2 hrs @ \$50/hr  | \$ 100.00   |

**COST: \$3,085.00 (non-taxable)**

## 2. Right-of-Way Mapping/Parcel Surveys

- a. Establish the existing right-of-way of Sycamore Road/Rabb Road and intersecting streets.
- b. Perform abstract survey; obtain deeds of records, and plats for Sycamore Road/Rabb Road right-of-ways, streets intersecting Sycamore Road/Rabb Road and tracts of land adjoining Sycamore Road/Rabb Road.
- c. Certificate of Abstracts - Surveyor will obtain Certificate of Abstracts covering issues associated with the right-of-way. Surveyor will note easements or other private rights or restrictions to the right-of-way use, as identified in current deeds for the right-of-way and as identified in the Certificate of Abstracts referenced herein.
- d. Establish a recoverable existing and proposed iron rods and/or monumentation with caps at all property corners along Sycamore Road/Rabb Road and at intersecting streets.
- e. Establish horizontal and vertical control based upon LIDAR provided by Binkley & Barfield, Inc. Control shall be relative to the North American Datum of 1983 (NAD 83, 2001 adjustment) and the North American Vertical Datum of 1988 (NAVD 88, 2001 adjustment/TSARP datum).
- f. Establish Survey Control for the project. (Information Only) (No Sheets)
- g. Prepare proposed Right-of-Way Maps of the Project certifying to a Cat. 1B, Cond. II Right-of-Way Survey.
- h. Parcel Surveys (Cat. 1A; Cond. II) - Prepare metes and bounds descriptions in accordance with Fort Bend County guidelines for property and add parcels to the proposed right-of-way maps.
- i. Sufficient survey work will be performed to identify overlapping or gaps with adjacent property descriptions and to identify the location of side lot lines where they intersect the right-of-way. If conflicts are observed, the conflict will be noted on the survey.
- j. Surveyor's drawing will display the most recent record instruments which were used to determine the right-of-way boundary, and the ownership and the location of adjacent properties.

|                          |                   |             |
|--------------------------|-------------------|-------------|
| 3 Person Field Crew      | 16 hrs @ \$155/hr | \$ 2,480.00 |
| Records Researcher       | 4 hrs @ \$75/hr   | \$ 300.00   |
| Survey Tech              | 12 hrs @ \$95/hr  | \$ 1,140.00 |
| CADD Drafter             | 12 hrs @ \$85/hr  | \$ 1,020.00 |
| Project Manager          | 2 hrs @ \$130/hr  | \$ 260.00   |
| RPLS                     | 2 hrs @ \$140/hr  | \$ 280.00   |
| Clerical                 | 2 hrs @ \$50/hr   | \$ 100.00   |
| Certificate of Abstracts |                   | \$ 400.00   |

**COST: \$5,980.00 (2 parcels total)**

We appreciate the opportunity to provide this proposal. If this proposal is acceptable, please execute and return one (1) copy to our office. 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 shape.

Walter P. Sass, R.P.L.S.

WPS/srb



Houston 6120 S. Dairy Ashford Rd.  
Houston, TX 77072-1010  
Austin 281.933.7388 Ph  
Dallas 281.933.7293 Fax  
San Antonio [www.hvj.com](http://www.hvj.com)

November 14, 2014 (**Revised February 16, 2015**)

Mr. Harish Narayanappa, PE, PTOE  
President  
EPIC Transportation Group, LP  
800 Wilcrest Drive, Suite 240  
Houston, Texas 77042

Re: Geotechnical Investigation  
Reconstruction of Sycamore Road  
Fort Bend County, Texas  
Owner: Fort Bend County, Precinct 1  
HVJ Proposal No.: HG1316861

Dear Mr. Narayanappa:

In response to your request HVJ Associates, Inc. is pleased to submit this revised proposal for providing a geotechnical study for the above-mentioned project. This proposal outlines our understanding of the scope, approach and our fees for providing the study. The proposal is revised to reduce the number of borings.

The project includes reconstruction of Sycamore Road from the existing Sycamore Road to Rabb Road in Fort Bend County, Texas. We understand that the length of the project alignment is 1,300 feet. The proposed pavement will be a 2-lane undivided asphalt road with drainage ditches. We understand that the project alignment will not cross any drainage ditches and there will be no improvements to detention pond located on the south side of the project.

The purpose of this study is to perform geotechnical borings and provide a data report of the existing subsurface soil conditions.

#### **Scope of Work**

We propose to do three borings to a depth of 10 feet for this project. The borings will be spaced approximately at intervals of 500 feet.

The borings will be drilled continuously to 10 feet. When necessary, the pavement will be cored at the borehole locations located on the existing pavement and pavement thickness information obtained from the cores will be included in the report. Traffic control will be used during the field operations when needed. Based on the drawing provided to us by EPIC Transportation Group, we understand that site clearance will not be required to perform the soil borings.

All boreholes will be backfilled with soil/bentonite chips. Borings on existing pavement will be backfilled with soil/bentonite chips up to one foot, and then will be plugged with cement at the surface. Soil samples will be obtained using 3-inch diameter Shelby tubes for cohesive soils and

Mr. Harish Narayanappa, PE, PTOE  
HG1316861  
November 14, 2014 (**Revised February 16, 2015**)

using a 2-inch split-barrel sampler for non-cohesive soils. Soil samples will be properly sealed and packaged in the field and will be transported to the laboratory for testing. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other well-established procedures. The type and number of laboratory testing are shown on the attached cost estimate. However, these may vary based on the soil conditions encountered at the site.

The borings will be used to determine site stratigraphy and to obtain samples for laboratory testing. All the field and laboratory tests will be performed according to ASTM standards, where applicable, or with other well-established procedures. Results of the field and laboratory data will be presented in a data report.

A data report of our study will be prepared by an engineer specializing in soil mechanics and foundation engineering after reviewing available structural, geological, boring, and laboratory data. In general, the following items will be included in our report:

- Boring logs and test data,
- Groundwater conditions,
- Generalized subsurface conditions,
- Structural fill requirements and general earthwork recommendations.

#### **Schedule**

We anticipate to complete a data report in approximately three to four weeks, following our receipt of your written notice to proceed. If requested, verbal recommendations can be provided throughout the progress of the investigation as testing is completed.

One electronic copy and four copies of signed data report will be delivered to EPIC Transportation Group.

#### **Fee and Conditions**

Based on the scope of work outlined, the estimated not to exceed fee for our services is \$4,263. The exact fee will be based on actual time and material incurred by not exceeding the estimated fee without prior approval from EPIC Transportation Group. A detailed cost estimate for the proposed work is attached. This estimate is made with the assumption that the site is accessible to truck-mounted drilling equipment and that site clearance will not be required.

Our accounting procedures call for the submittal of invoices on a month-end basis or at the conclusion of project should its duration last less than a month. Payment will be due within 15 days after EPIC Transportation Group receives payment from Fort Bend County.

The scope of work described is appropriate for the project configuration presented to us. If anomalous conditions are encountered, or if the project configuration changes significantly, a change in work scope may be required. HVJ Associates will recommend such changes when and if it is deemed necessary. No changes will be implemented without prior authorization from EPIC Transportation Group.

Laboratory samples will be held for no more than a period of 3 months after completion of the data report. EPIC Transportation Group will be responsible for providing a site plan suitable for use as a base map for our plan of borings. In addition, EPIC Transportation Group will be responsible for surveying the horizontal and vertical locations upon completion of drilling. If needed, HVJ Associates will provide assistance in locating the borehole locations.

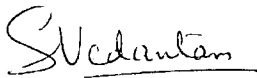
Mr. Harish Narayanappa, PE, PTOE  
HG1316861  
November 14, 2014 (**Revised February 16, 2015**)

If this proposal meets with your approval, please sign and complete the indicated spaces below and forward a copy of the proposal to us.

HVJ Associates, Inc. is pleased to be of service on this project. Please call us if you have any questions or require additional information.

Sincerely,

**HVJ ASSOCIATES, INC.**



Sharmi Vedantam, PE  
Project Manager

MM/SV:pc

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Phone Number: \_\_\_\_\_ 713-609-9416 \_\_\_\_\_

Date to Start Work: \_\_\_\_\_

**GEOTECHNICAL ESTIMATE****Reconstruction of Sycamore Road****Client: EPIC Transportation Group, LP**

HVJ Proposal No. HG1316861

November 14, 2014 (Revised February 16, 2015)

**TABLE - GEOTECHNICAL BREAKDOWN - For Three 10-foot Borings****Field Exploration**

|   |    |      |          |                 |                   |
|---|----|------|----------|-----------------|-------------------|
| Mob/Demob   | 1  | @    | \$300.00 | LS              | \$300.00          |
| Drilling and Sampling   | 30 | ft @ | \$18.00  | per ft          | \$540.00          |
| Grouting  | 30 | ft @ | \$5.00   | per ft          | \$150.00          |
| Field Technician (rig/traffic coordinaton, utilities, staking, etc) | 8  | hr @ | \$45.00  | per hour        | \$360.00          |
| Vehicle Trips (staking, utilities, etc)                             | 4  | hr @ | \$7.50   | per hour        | \$30.00           |
| Cores (up to 7 inches thick)  | 2  | @    | \$90.00  | each            | \$180.00          |
| Traffic Control (Police Officer)                                    | 4  | hr @ | \$45.00  | per hour        | <u>\$180.00</u>   |
|   |    |      |          | <b>Subtotal</b> | <b>\$1,740.00</b> |

**Laboratory Testing**

|  |    |   |          |                 |                 |
|--|----|---|----------|-----------------|-----------------|
| Moisture Content (ASTM D-2216)             | 12 | @ | \$8.00   | each            | \$96.00         |
| Unconsolidated Compression (ASTM D-2166)   | 3  | @ | \$39.00  | each            | \$117.00        |
| Atterberg Limits (ASTM D-4318)             | 6  | @ | \$53.00  | each            | \$318.00        |
| Percent Passing #200 Sieve (ASTM D-1120)   | 3  | @ | \$41.00  | each            | \$123.00        |
| Moisture/Density Relationship (ASTM D-698) | 0  | @ | \$130.00 | each            | \$0.00          |
| California Bearing Ratio (ASTM D-1883)     | 0  | @ | \$140.00 | each            | <u>\$0.00</u>   |
|  |    |   |          | <b>Subtotal</b> | <b>\$654.00</b> |

**Engineering, Report Preparation and Administration**

|                       |    |      |          |                 |                   |
|-----------------------|----|------|----------|-----------------|-------------------|
| Senior Engineer, P.E. | 1  | hr @ | \$123.00 | per hour        | \$123.00          |
| Project Manager       | 2  | hr @ | \$96.00  | per hour        | \$192.00          |
| Staff Engineer        | 16 | hr @ | \$82.00  | per hour        | \$1,312.00        |
| Engineering Assistant | 2  | hr @ | \$76.00  | per hour        | \$152.00          |
| Clerk/Typist          | 2  | hr @ | \$45.00  | per hour        | <u>\$90.00</u>    |
|                       |    |      |          | <b>Subtotal</b> | <b>\$1,869.00</b> |

**TOTAL GEOTECHNICAL SERVICES****\$4,263.00**





**ADDITIONAL REMARKS SCHEDULE**

|   |           |   |  |
|---|-----------|---|--|
| AGENCY<br>Higginbotham Insurance Agency, Inc. |           | NAMED INSURED<br>Epic Transportation Group, LP<br>800 Wilcrest Drive, Suite 240<br>Houston TX 77042 |  |
| POLICY NUMBER                                 |           | EFFECTIVE DATE:   |  |
| CARRIER                                       | NAIC CODE |   |  |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Commercial General Liability includes a Blanket Waiver of Subrogation where required by written contract or agreement; any person or organization whom the Named Insured has agreed in a written contract or agreement requiring insurance is included as an Additional Insured within the performance of the Named Insured's ongoing operations and included within the "products-completed operations hazard"; the insurance provided to an Additional Insured is considered Primary or Primary and Non-Contributory if specifically required by a written contract or a written agreement - Per Form CG D3 81 09 07 – Blanket Additional Insured (Architects, Engineers and Surveyors.)

Any person or organization from whom the Named Insured leases equipment is an Additional Insured but only with respects to liability arising out of the operation or use of the leased equipment and only if required by a written lease agreement as per Form CG D3 79 09 07 Architects, Engineers and Surveyors Xtend Endorsement.

Any person or organization from whom the Named Insured has leased premises is an Additional Insured but only with respects to liability arising out of the ownership, maintenance or use of that part of any premises leased to the Named Insured under a written contract or agreement as per Form CG D3 79 09 07 Architects, Engineers and Surveyors Xtend Endorsement.

A Waiver of Subrogation is included for Workers' Compensation per Texas Form WC 42 03 04 B -001 for any person or organization for which the Named Insured has agreed by written contract to furnish this waiver for all Texas operations.

Workers' Compensation includes a thirty (30) day notice of cancellation to certificate holder - except ten (10) days for non-payment of premium - per Form WC 42 06 01 (00), Texas Notice of Material Change Endorsement - if required by written contract.

A Waiver of Subrogation is included for Excess Liability (Umbrella) if the Named Insured has agreed in a contract or agreement to waive rights of recovery subsequent to the execution of the contract or agreement as per Form #UM 04 88 07 08.

A Waiver of Subrogation is included for Professional Liability per form PTC-1001 Ed. 11-08 if required per a written agreement issued prior to a Wrongful Act.

Project:  
Fort Bend County 2013 Mobility Bond Program – Sycamore Road from Eaglewood Trail to Rabb Road – Project No. 13113 (SOQ 14-025)