

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL TRAFFIC SIGNAL DESIGN SERVICES

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

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services related to "Traffic Signal Installation and Related Improvements" at the following intersections in Fort Bend County, Precincts 3 and 4: Spring Green Boulevard at Roesner Road, West Bellfort at Mason Road and West Bellfort at Old Richmond Road (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 1. Scope of Services

Contractor shall render Services to County as defined in the proposal dated September 6, 2016, as revised on September 13, 2016 (attached hereto as Exhibit A).

Section 2. Personnel

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

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

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is one hundred thirty-two thousand three hundred seventy-two dollars and 00/100 (\$132,372.00) on a lump sum basis. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an amendment executed by the parties.

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

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred thirty-two thousand three hundred seventy-two dollars and 00/100 (\$132,372.00), 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 thirty one hundred thirty-two thousand three hundred seventy-two dollars and 00/100 (\$132,372.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end December 31, 2017. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

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

7.2 Termination for Default

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

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

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

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

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

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

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

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

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

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

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

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

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

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

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND 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 12. Confidential and Proprietary Information

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

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

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

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

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

Section 13. Independent Contractor

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

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

Section 14. Notices

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

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

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

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

Contractor: EPIC Transportation Group, LP
Attn: Harish Narayanappa, P.E., P.T.O.E.
800 Wilcrest Drive, Suite 240
Houston, Texas 77042

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

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

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

Section 15. Compliance with Laws

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

Section 16. Performance Warranty

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

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

Section 17. Assignment

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

17.2 Neither party may delegate any performance under this Agreement.

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

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the

right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

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

Section 23. Captions

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

Section 24. Conflict

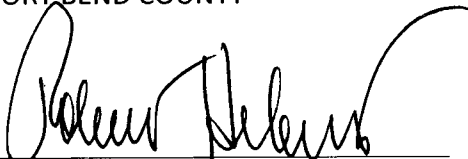
In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

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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 ____ day of _____, 2016.

FORT BEND COUNTY

EPIC TRANSPORTATION GROUP, LP


Robert E. Hebert, County Judge


Harish Narayanappa, PE, PTOE, President

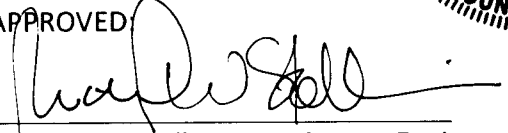
10-11-16
Date

October 5, 2016
Date

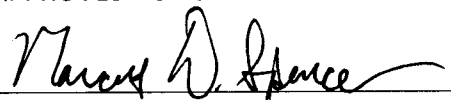
ATTEST:


Laura Richard, County Clerk



APPROVED:

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

APPROVED AS TO LEGAL FORM:


Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 132,372.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

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EXHIBIT A

September 6, 2016

Revised September 13, 2016

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

Re: Proposed Traffic Signal Design
1. Spring Green Boulevard at Roesner Road
2. West Bellfort at Mason Road
3. West Bellfort at Old Richmond Road

Dear Rick:

EPIC Transportation Group (EPIC) 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, TX. The engineering services to be provided by EPIC are for the 1) Design Phase, 2) Contract Phase and 3) Construction Phase.

SCOPE OF SERVICES

- Fort Bend County has performed signal warrant study for the subject intersections. 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.
- The intersections are unsignalized at this time, and each shall receive a new conventional signal system controlled by Econolite Cobalt controller or similar in a ground-mounted cabinet.
- At each of the intersections, the new signal system shall be fully-actuated with wireless magnetometer vehicle detection system (WMVDS) for vehicles, and push buttons for pedestrians. The new signal shall have mast arm configuration and horizontal LED vehicle signal heads. Left turn signals shall have protected/permissive phasing with flashing yellow indications. The intersection shall receive four pole-mounted LED luminaires, one at each corner, for safety lighting. Pedestrian related LED countdown signals, push buttons, signing and crosswalks shall be applied.
- The intersections 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.
- Median nose modifications are proposed at Spring Green/Roesner intersection only.
- Crosswalks and ramps/pads are proposed across three legs at West Bellfort/Old Richmond intersection.

- The signal at West Bellfort/Mason shall be interconnected with the signals to the west up to West Bellfort/SH 99 using time-based coordination via GPS clocks by Fort Bend County.
- Any existing overhead power lines may have to be raised to allow for signal construction. Request to the power company to raise power lines shall be made through Fort Bend County, if required.
- New striping shall be designed for 200 feet on each leg.
- Coordination with CenterPoint Energy shall be done by EPIC and Power Service Outlet and Data Statement shall be obtained and submitted.
- Coordination with Home Owners Association shall 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 shall 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 shall 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 one bid-ready package.

Following are the anticipated General design sheets:

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

The following services are NOT part of the scope:

- Geotechnical Engineering
- Drainage Design (due to proposed wheel chair ramps/pads, especially at West Belfort/Old Richmond)
- Left Turn Lane modifications/extensions at any intersections
- Interconnect Layout (Mason to SH 99 along West Belfort)
- Site-specific traffic control plans
- Storm Water Pollution Prevention Plans (SWPPP)
- Expert Testimony
- Record drawings
- Traffic signal timing adjustment
- Design changes outside scope of services

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

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. EPIC's fee schedule is included as Attachment B:

Design Phase:

\$ 76,146 (EPIC)

\$ 37,040 (Weisser)

\$113,186 (Total)

Contract Phase:

\$ 4,140 (EPIC)

Construction Phase:

\$ 8,976 (EPIC)

\$ 5,170 (Weisser)

\$14,146 (Total)

Optional - ROW Abstracting:

\$900 (Weisser)

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

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

SCHEDULE

Design work on the traffic signals as defined above can be completed within 120 calendar days after receiving Notice to Proceed. If for some reason the schedule needs to be revised, it shall be done at the discretion of Fort Bend County. This schedule includes a reasonable time necessary for agency review, utility coordination and for performing the topographic survey.

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

Sincerely,
EPIC Transportation Group, LP



Harish Narayanappa, P.E., PTOE
President

Enclosures:
Attachment A
Survey Proposal/Scope

ATTACHMENT A
MAN-HOUR ESTIMATE AND COST BREAKDOWN

PROPOSED NEW TRAFFIC SIGNAL & RELATED IMPROVEMENTS

1. Spring Green Boulevard at Roesner Road; 2. West Bellfort at Mason Road; 3. West Bellfort at Old Richmond Road

Classification	No. of Sheets	Project Manager	Senior Project Engineer	Project Engineer	CADD Technician	Project Admin./ Clerical	Total Man-Hours	Cost	Total
Direct Labor Rate		\$240.00	\$225.00	\$138.00	\$105.00	\$87.00			
DESIGN PHASE									
TASKS							Number of Hours		
Project Administration/QA/QC	n/a	8				6	14	\$2,442.00	
Field Visits/Site Inventory	n/a		12	12			24	\$4,356.00	
Kick-off Meeting	n/a	2	2				4	\$930.00	
Utility Confirmation/Coordination/Service Outlet	n/a		18			2	20	\$4,224.00	
Coversheet & Index	1			2	4		6	\$696.00	
Basis of Estimate	1	4	12	16	8		40	\$6,708.00	
Construction and Traffic Signal Notes	4	2	2	8	8		20	\$2,874.00	
Existing Condition Layout(s)	3		4	8	24		36	\$4,524.00	
Proposed Signal Layout(s)	9	12	26	40	92		170	\$23,910.00	
Crosswalks, Stop Bar, Signing & Striping Layout(s)	4	4	8	24	48		84	\$11,112.00	
Median Nose Modification/Wheel Chair/Pad Layout(s)	4	4	12	16	30		62	\$9,018.00	
Standard Detail Drawings	30		4	4	4		8	\$1,320.00	
Submittals (75%, 100% and Final)	n/a		4	8	16	4	32	\$4,032.00	
Total Man-Hours / Number of Sheets	56	36	104	134	234	12	520	\$76,146.00	\$76,146.00
Total Cost									

CONTRACT PHASE							Number of Hours		
TASK									
Project Administration/QA/QC	n/a	4				4	8	\$1,308.00	
Bid Documents	n/a	2	4	8		4	18	\$2,832.00	
Total Man-Hours / Number of Sheets	0	6	4	8	0	8	26	\$4,140.00	\$4,140.00
Total Cost									
CONSTRUCTION PHASE							Number of Hours		
TASK									
Project Administration/QA/QC	n/a	4				4	8	\$1,308.00	
Field Visits	n/a		12	16			28	\$4,908.00	
Meetings	n/a	4	8				12	\$2,760.00	
Total Man-Hours / Number of Sheets	0	8	20	16	0	4	48	\$8,976.00	\$8,976.00
Total Cost									

Topographic Survey - Weisser (see attached proposal)								\$37,040.00	
Construction Staking - Weisser (see attached proposal)								\$5,170.00	
ROW Abstracting (Optional Service) - Weisser (see attached proposal)								\$900.00	
Total Cost								\$43,110.00	\$43,110.00

GRAND TOTAL	\$132,372.00
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19500 Park Row, Suite 100 • Houston, Texas 77084
P.O. Box 219315 • Houston, Texas 77218
Phone (281) 579-7300 • Fax (281) 828-0055

September 6, 2016

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: Proposed Traffic Signal Design
1. Spring Green Boulevard at Roesner Road
2. West Bellfort at Old Richmond Road
3. West Bellfort at Mason Road

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 the intersecting streets. From the nearest edge of the intersecting street, the survey shall extend 300 feet along each leg at the intersections of Spring Green/Roesner and West Bellfort/Old Richmond.
2. Identify relevant topographic information along the intersecting streets. At the intersection of West Bellfort /Mason, from the nearest edge of the intersecting street the survey shall extend 300 feet on each leg of Mason. It shall extend 400 feet on each leg of West Bellfort.
3. Conduct abstract research to the extent necessary to recover original survey corners, rights-of-way (ROW), property corners, etc. and to establish baselines.
4. 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).
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. Indicate if project area lies within 100-year flood plain based on current FEMA flood maps.
12. Prepare topographic survey at 1" = 20' scale.

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

3 Person Field Crew	130 hrs @ \$155/hr	\$ 20,150.00
Records Researcher	24 hrs @ \$75/hr	\$ 1,800.00
Survey Tech	30 hrs @ \$95/hr	\$ 2,850.00
CADD Drafter	120 hrs @ \$85/hr	\$ 10,200.00
Project Manager	12 hrs @ \$130/hr	\$ 1,560.00
RPLS	2 hrs @ \$140/hr	\$ 280.00
Clerical	4 hrs @ \$50/hr	\$ 200.00
		<u>COST: \$37,040.00 (non-taxable)</u>

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	24 hrs @ \$155/hr	\$ 3,720.00
Survey Tech	6 hrs @ \$95/hr	\$ 570.00
Project Manager	6 hrs @ \$130/hr	\$ 780.00
		<u>COST: \$5,170.00 (non-taxable)</u>

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

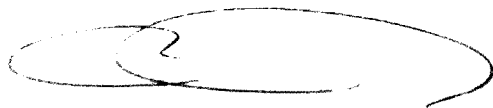
Records Researcher 12 hrs @ \$75/hr \$ 900.00
COST: \$900.00 (non-taxable)

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 text 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



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 INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

EPIC Transportation Group, LP
Houston, TX United States

Certificate Number:
2016-120239

Date Filed:
10/05/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

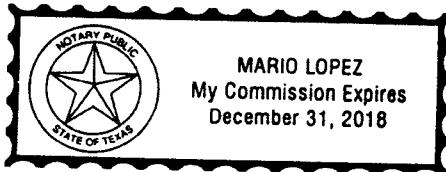
SOQ 14-025
Traffic Signal Installation and Related Improvements - 1) Spring Green at Roesner and 2) West Bellfort at Mason

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ahmed, Zameer	Houston, TX United States	X	
	Narayanappa, Harish	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



M. Harish

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said HARISH NARAYANAPPA, this the 5TH day of October, 2016, to certify which, witness my hand and seal of office.

Mario Lopez

Signature of officer administering oath

Mario Lopez

Printed name of officer administering oath

Notary

Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-120239

Date Filed:
10/05/2016

Date Acknowledged:
10/11/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

EPIC Transportation Group, LP
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SOQ 14-025

Traffic Signal Installation and Related Improvements - 1) Spring Green at Roesner and 2) West Bellfort at Mason

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ahmed, Zameer	Houston, TX United States	X	
	Narayanappa, Harish	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath