

SURVEYOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend Grand Parkway Toll Road Authority, a local government corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBGPTRA" and Tejas Surveying, Inc., hereinafter called "Surveyor."

WITNESSETH

WHEREAS, the FBGPTRA desires to enter into an agreement for the performance by Surveyor of certain services for the Project;

WHEREAS, the FBGPTRA proposes to construct Toll Road grade separation structures from US 59 to north of the Fort Bend Westpark Tollway (FM 1093) in Fort Bend County, Texas, called the Fort Bend Grand Parkway Toll Road, Segment D (the "Project"); and

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

AGREEMENT

1. General

The Surveyor shall render professional services to FBGPTRA related to the Project as defined in the Scope of Services in Attachment A and Attachment A-1.

The standard of care for all professional Surveying and related services performed or furnished by Surveyor under this Agreement will be the care and skill ordinarily used by members of Surveyor's profession practicing under similar conditions at the same time and in the same locality.

2. Compensation and Payment

- a. The Maximum Compensation under this contract is \$352,548.75. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved change order.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum amount not to exceed \$352,548.75, as shown in Attachment B. Progress payments for work detailed in Attachment A will be made when the Surveyor has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of FBGPTRA.

Compensation for services described in Attachment A-1 will be paid per the rates described in Attachment B-1 only for work authorized in writing prior to being performed and only for such work as was actually performed. The Surveyor shall

furnish satisfactory documentation of such work (e.g. timesheets, billing rates, classifications, invoices, etc.) as may be required by FBGPTRA.

- b. All performance of the Scope of Services and any Additional Services including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the FBGPTRA, and Additional Services will be reimbursed based on the billing rates in effect at that time, to the extent that such labor costs, and subcontracts are reasonable and necessary for the performance of such services. Out-of-pocket expenses costs may be reimbursed only when approved in advance and authorized by the FBGPTRA. Payment will be made on the basis of project completion certificate and, for Additional Services, time and expense records and in accordance with those payment procedures set forth in subparagraph d. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.
- c. Where subcontractors are employed by the Surveyor to perform additional services not within the original Scope of Services, the Surveyor will be reimbursed for subcontractors' actual hourly rates, including overtime rates. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Surveyor. For subcontractors employed for the convenience of the FBGPTRA, the Surveyor will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Surveyor by the FBGPTRA based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Surveyor shall submit to the FBGPTRA two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBGPTRA.) It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County employees established by the Fort Bend County Auditor. The FBGPTRA 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. The County shall pay each such invoice as approved by the FBGPTRA within thirty (30) calendar days after the FBGPTRA's approval of same.

3. Time of Performance

It is understood and agreed that the time for performance of the Surveyor's services under this Agreement shall begin with receipt of the Notice to Proceed and end 240 calendar days from that date.

4. The FBGPTRA's Option to Terminate

- a. The FBGPTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Surveyor. Upon such termination, the FBGPTRA shall compensate the Surveyor in accordance with paragraph 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBGPTRA. The Surveyor's final invoice for said services will be presented to and paid by the FBGPTRA in the same manner set forth in paragraph 3(b), above.
- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the FBGPTRA and the Surveyor under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Surveyor from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive the termination of this Agreement.
- c. If the FBGPTRA terminates this Agreement as provided in this paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Surveyor.
- d. The FBGPTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the FBGPTRA by virtue of this Agreement or otherwise. Failure of the FBGPTRA to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBGPTRA within 30 days or upon Surveyor's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Surveyor's Books and Records

The Surveyor will permit the FBGPTRA, or any duly authorized agent of the FBGPTRA, to inspect and examine the books and records of the Surveyor for the purpose of verifying the amount of work performed on the Project. FBGPTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Surveyor or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the FBGPTRA subject to all of the following terms and conditions; provided, however, FBGPTRA shall not own and shall have no right to receive any documents not deemed "final" by the Surveyor until termination of this Agreement. Surveyor will deliver the Documents to FBGPTRA within 30 days of the termination of this agreement and may retain a set of reproducible record copies of the Documents, provided that the Surveyor has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that FBGPTRA will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Surveyor, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Surveyor will be at District's sole risk and without liability or legal exposure to Surveyor.

FBGPTRA shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Surveyor and FBGPTRA that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Surveyor hereby agrees to assign, and by these presents, does assign to FBGPTRA all of Surveyor worldwide right, title and interest in and to such work product and all rights of copyright therein.

Surveyor agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBGPTRA that Surveyor is permitted to use in connection with the services will not be used without FBGPTRA's consent and shall remain in the sole and exclusive properties of FBGPTRA and this Agreement does not confer upon Surveyor any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Surveyor 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 the Surveyor shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBGPTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBGPTRA will approve assignment and release of all key Surveyor personnel and that the Surveyor shall submit written notification of all key Surveyor personnel changes for the FBGPTRA's approval prior to the implementation of such changes. For the purpose of this agreement, key Surveyor personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of a Surveyor licensed to practice professional Surveying in the State of Texas.

- b. All employees of the Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Surveyor who, in the opinion of the FBGPTRA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the FBGPTRA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Surveyor shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Surveyor by the FBGPTRA

The following items will be supplied to the Surveyor:

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Surveyor shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the FBGPTRA. Responsibility to the FBGPTRA for sublet work shall remain with the Surveyor.

10. Conference

At the request of the FBGPTRA, the Surveyor shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the FBGPTRA, or at the site of the Project, and shall permit inspections of its offices by the FBGPTRA, or others when requested by the FBGPTRA.

11. Appearance as Witness

If requested by the FBGPTRA, or on its behalf, the Surveyor shall prepare such Surveying exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the FBGPTRA's Executive Director and shall furnish competent expert Surveying witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Surveyor in courts regarding litigation matters are Additional Services and compensation will be made in accordance with the schedule contained in Exhibit B-1.

12. Compliance with Laws

The Surveyor 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, the Surveyor shall furnish the FBGPTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Surveyor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Surveyor shall furnish certificates of insurance to the FBGPTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Surveyor, name of insurance company, policy number, term of coverage and limits of coverage. The Surveyor shall cause its insurance companies to provide the FBGPTRA with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Surveyor shall obtain such insurance from such companies having a Bests rating of B+/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:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$1,000,000 general aggregate limit
 - \$1,000,000 each occurrence, combined single limit
 - \$1,000,000 aggregate Products, combined single limit
 - \$1,000,000 aggregate Personal Injury/Advertising Liability
 - \$50,000 Fire Legal Liability
 - \$5,000 Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The FBGPTRA and the FBGPTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Surveyor shall contain a waiver of subrogation in favor of the FBGPTRA and the FBGPTRA's Directors, with the exception of insurance required under paragraph "e."

14. Indemnification

With respect to claims brought by third parties against either Surveyor of the FBGPTRA relating to the property or facilities with respect to which this Agreement pertains, Surveyor and the FBGPTRA agree as follows:

- a. **SURVEYOR WILL INDEMNIFY AND HOLD HARMLESS THE FBGPTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF SURVEYOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF SURVEYOR; HOWEVER, SURVEYOR'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBGPTRA OR STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBGPTRA and Surveyor are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the

indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBGPTRA and the Surveyor agree to submit the dispute to mediation. In the event the FBGPTRA or the Surveyor desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the FBGPTRA and 50 percent by the Surveyor. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBGPTRA under this Agreement shall be delivered to the Fort Bend Grand Parkway Toll Road Authority, P.O. Box 2789, Sugar Land, Texas 77487-9740, Attention: Bill Jameson, or at such other place or places as it may from time to time designate by written notice delivered to the Surveyor. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following addresses: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge; and Allen Boone Humphries Robinson, LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas, 77027, Attention: Richard Muller.
- b. All written notices, demands, and other papers or documents to be delivered to the Surveyor under this Agreement shall be delivered to Tejas Surveying, Inc., 16525 Lexington Blvd., Suite 270, Sugar Land, Texas, 77479, Attention: Randy McClendon, or such other place or places as the Surveyor may designate by written notice delivered to the FBGPTRA.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Agreement, the Surveyor shall send a written report of such accident or other event to the FBGPTRA, setting forth a full and concise statement of the facts pertaining thereto. The Surveyor shall also immediately send the

FBGPTRA a copy of any summons, subpoena, notice, other documents served upon the Surveyor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Surveyor's performance of work under this Agreement.

18. The FBGPTRA's Acts

Anything to be done under this Agreement by the FBGPTRA may be done by such persons, corporations, or firms as the FBGPTRA may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBGPTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBGPTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the FBGPTRA shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The FBGPTRA and the Surveyor 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.


23. Appendices

The Appendices attached to this Agreement, which consists of:

Attachment A	Scope of Services
Attachment A-1	Additional Services
Attachment B	Compensation for Scope of Services
Attachment B-1	Compensation for Additional Services

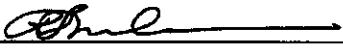
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 17th day of November, 2010.

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a local government Texas
corporation

By: 
James D. Condrey
Chairman, Board of Directors

ATTEST: 
By _____
Secretary, Board of Directors

Tejas Surveying, Inc.
SURVEYOR

By: 
Name: Randy McClendon
Title: President

ATTACHMENT A SCOPE OF SERVICES

Fort Bend Grand Parkway Toll Road – Segment D (from south of W. Riverpark Dr. to north of Fort Bend Westpark Tollway/FM 1093)

FIELD SURVEYING

The Surveyor shall verify the benchmark coordinates and establish the horizontal and vertical control for the project. The Surveyor shall coordinate control with the adjacent Surveyors / Surveyors, if any for consistency and accuracy of the project. The Surveyor shall:

1. **Stake Project Baseline:** The project baseline shall be the stationed "Design Center Line." The baseline shall be marked with control points, offset at equal distances on both sides of the baseline and near the existing right-of-way line, using 5/8 inch iron rods, 36 inches long, at P.C.'s, P.I.'s and P.T.'s of horizontal curves and at 1500 foot stations. If available, field tie into the adjacent Project baselines set by adjacent Surveyors for consistency and accuracy.
2. **Vertical Control:** Locate previously set benchmarks established by TxDOT (State Datum); establish benchmark circuit (run levels) throughout the Project; establish additional benchmarks at intervals not to exceed 1,200 feet for the limits of the Project; tie benchmarks (station/offset) to Project baseline. Benchmarks shall be 3/4-inch diameter, 48 inches long, located near the existing ROW line at identified offset distances from the Baseline. All benchmark circuits shall be tied to the State's elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Surveyor shall verify the closure and submit adjustments to State for approval prior to beginning the field surveys.
3. **Locate all improvements between existing SH 99 rights-of-way for a distance of 500 feet before and after the schematic designs. Topographic surveys shall be required from right-of-way to right-of-way for approximately 25,600 linear feet between those stations as identified below:**

Station to Station

715+00 to 737+50
743+00 to 760+00
778+00 to 788+00
788+00 to 797+00
832+00 to 865+00
977+00 to 998+00
1057+00 to 1080+00

Station to Station

1091+00 to 1104+00
1153+00 to 1175+00
1205+00 to 1225+00
1236+00 to 1265+00
1277+00 to 1291+00
1291+00 to 1305+00
1328+00 to 1337+50

Otherwise, topographic surveys shall only be required between the nearest face of curb on each side of the schematic designs, except when expanded in scope by sections 4 or 5

hereunder. Cross-sections shall be 100 foot maximum intervals. Topographic surveys shall include but not limited to all grade breaks, ditch flowlines, top of curb, gutter lines, high banks, bridge columns, landscaping, culverts, etc.

4. Profile and cross section intersecting streets, including Fort Bend Westpark Tollway, from inside feeder curb line to inside curb line of existing SH 99.
5. Cross-section drainage channels intersecting SH 99 at Sta 757+00 and Sta 836+00. Cross-sections shall be performed perpendicular to channel alignment, for a minimum of 500 feet outside of the right-of-way, both ways, at intervals not to exceed 100 feet. Include the following information:
 - a) Channel bottom, toe of channel, high bank, water surface elevation, 20' outside high bank, and any other noticeable features
 - b) If channel bends are within the 500': cross-section at begin, middle and end of bend.
 - c) Record and mark observed ordinary high water mark
 - d) Obtain measurement of hydraulic opening under existing bridges and of culverts.
 - e) Obtain elevations of the low chord and deck of each existing bridge at the ends and in the middle; and obtain horizontal information of each existing bridge abutment and bent locations.
6. Secure right-of-entry, as needed for the project, short of litigation.
7. Provide ties to visible and apparent surface features of existing underground and overhead utilities (location, size, elevation and direction). Also, obtain elevations of manhole flow lines, pipe sizes, storm sewer outfalls, and valves of utilities. Obtain the location and elevation of the four corners only of the existing bridge deck over the Brazos River.
8. Determine type of existing material, pavements, etc.
9. Determine approximate low chord elevation of CenterPoint transmission line just south of Harlem Road.
10. Obtain ties to existing culverts and bridges.
11. Obtain line (PGL) and the edges of slab at existing bridge bent locations.
12. Tie to soil core borings (locate station, offset and existing ground elevation). Borings may not have been taken prior to initiation of survey work. This work may require additional mobilization. (Estimate 1 boring for each bridge abutment; 1 boring every 300 feet between abutments; 1 boring every 200 feet along retaining walls).
13. Perform topographic field surveys of the UPRR right-of-way, including 1200 feet east and west of the centerline of proposed improvements. Obtain necessary UPRR permits and approvals.

14. Provide temporary signs, traffic control, flags, safety equipment, etc. in accordance with Texas Manual on Uniform Traffic Control Devices. Obtain necessary TxDOT permits.
15. The Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the surveyor and approved by the FBGPTRA and TxDOT prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to State personnel upon request.
16. All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.
17. Digital Terrain Model – Prepare digital terrain model (DTM) of the project, suitable for use with MicroStation and GEOPAK.
18. Project Control – Recover project control at start of construction. Provide RPLS signed and sealed control index and sheets (11" x 17" opaque mylars) for PS&E package. Survey control index and sheets shall be developed in accordance with the *TxDOT PS&E Preparation Manual* guidelines.
19. Right-of-way determination is specifically excluded. The current right-of-way, as provided in electronic file format by FBGPTRA will be utilized without modification for all necessary aspects of this work that occurs within the right-of-way.
20. Specific Exclusions: Specifically excluded from the scope of work, and only to be added by written authorization as an additional expense, are the following items:
 - a) Probing of Utilities
 - b) Abstracting
 - c) Utility plan research
21. Minimum Field Trip Charge – If requested and authorized under as an additional service, the Surveyor shall be entitled to a minimum field trip charge of \$500/day, inclusive of any hourly rate services provided.

HORIZONTAL GROUND CONTROL

Horizontal ground control used for design surveys and construction surveys shall be based on acceptable methods conducted by the Surveyor, and shall meet the standards of accuracy required by the Texas Department of Transportation, District 12.

Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the Texas Department of Transportation Survey Manual, latest edition, the Texas Department of

Transportation GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

VERTICAL GROUND CONTROL

Vertical ground control used for design surveys and construction surveys shall be based on acceptable methods conducted by the Surveyor, and shall meet the standards of accuracy required by the Texas Department of Transportation, District 12.

Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the Texas Department of Transportation Survey Manual, latest edition, the Texas Department of Transportation GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

End of Attachment A

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
Fort Bend Grand Parkway Toll Road - Segment D

SEGMENT	Begin	End	LF	Basic Survey	Addtl Specs	2nd Control	Stake BL	Total	% TOTAL
Primary Control	655+00	1337+50	68250	\$17,062.50				\$17,062.50	4.8
Riverpark Drive	672+00	737+50	6550	\$19,650.00	\$7,550.00	\$4,912.50	\$3,275.00	\$35,387.50	10.0
New Territory Blvd	743+00	788+00	4500	\$13,500.00	\$11,700.00	\$3,375.00	\$2,250.00	\$30,825.00	8.7
US 90A	788+00	865+00	7700	\$23,100.00	\$29,200.00	\$5,775.00	\$3,850.00	\$61,925.00	17.6
W Airport	977+00	1026+00	4900	\$14,700.00	\$7,100.00	\$3,675.00	\$2,450.00	\$27,925.00	7.9
Subtotal - TEJAS			19250	\$88,012.50	\$55,550.00	\$17,737.50	\$15,825.00	\$173,125.00	49.1
Harlem Rd	1026+00	1080+00	5400	\$16,200.00	\$7,900.00	\$4,050.00	\$2,700.00	\$30,850.00	8.8
Mason Rd	1091+00	1129+00	3800	\$11,400.00	\$4,700.00	\$2,850.00	\$1,900.00	\$20,850.00	5.9
Morton Rd	1129+00	1175+00	4600	\$13,800.00	\$7,200.00	\$3,450.00	\$2,300.00	\$26,750.00	7.6
Peek Rd/Bellaire	1205+00	1291+00	8600	\$25,800.00	\$20,500.00	\$6,450.00	\$4,300.00	\$57,050.00	16.2
Westpark Tollway	1291+00	1337+50	4650	\$13,950.00	\$7,850.00	\$3,487.50	\$2,325.00	\$27,612.50	7.8
Subtotal - WEISSER			27900	\$81,150.00	\$48,150.00	\$20,287.50	\$13,525.00	\$163,112.50	46.9
10% Add - TEJAS				\$8,115.00	\$4,815.00	\$2,028.75	\$1,352.50	\$16,311.25	4.6
TOTAL				\$177,277.50	\$108,515.00	\$40,053.75	\$26,702.50	\$352,548.75	100.0

TEJAS	\$189,436.25	53.73
WEISSER	\$163,112.50	46.27
TOTAL	\$352,548.75	100.00

ATTACHMENT A-1
ADDITIONAL SERVICES

Fort Bend Grand Parkway Toll Road – Segment D

There are no additional services included in the initial scope of work, and no additional services are to be performed without approval of FBGPTRA. Additional services, if and when required, will be at additional expense, authorized in writing, and performed at the rates described in Attachment B-1 Compensation for Additional Services.

**ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES
RATE SCHEDULE**

Fort Bend Grand Parkway Toll Road – Segment D

Contract Surveyor: Tejas Surveying, Inc. **Subcontractor:** Weisser Engineering, Inc.

Direct Labor		
Labor/Staff Classification	Contract Rate FY 2010	Contract Rate FY 2011
2-Person Crew	\$123.00	\$123.00
3-Person Crew	\$145.00	\$145.00
4-Person Crew	\$160.00	\$160.00
Traffic Control Officer	\$45.00	\$45.00
Flag Person	\$30.00	\$30.00
Principal (PE and/or RPLS)	\$160.00	\$160.00
Survey Manager (RPLS)	\$125.00	\$125.00
Project Manager (RPLS)	\$120.00	\$120.00
Project Surveyor (RPLS)	\$115.00	\$115.00
Field Supervisor	\$98.00	\$98.00
Professional Witness	\$275.00	\$275.00
Computer Manager	\$96.00	\$96.00
CADD Operator	\$84.50	\$84.50
Senior Survey Technician	\$87.50	\$87.50
Survey Technician	\$76.50	\$76.50
Administrative Assistant	\$58.00	\$58.00
Professional Abstractor	\$85.00	\$85.00

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

For specified rate Payment Basis - Contract rates to be billed. Documentation of hours required.

Other Direct Expenses			
Type	Unit	Fixed Cost	Maximum Cost
High Definition Laser Scanner	per hour	\$130.00	
Microstation CADD System w/Plotter	per hour	\$15.60	
Total Station with Data Collector	per hour	\$12.50	
Robotic Total Station	per hour	\$25.70	
Digital Level	per hour	\$5.00	
GPS Receiver	per hour	\$34.00	
Boat with Motor (18' minimum)	per day		\$145.00
Sub-bottom Profiler	per day		\$80.00

Flashing Arrow Board	per day		\$105.00
Mylar Plot (8-1/2" x 11")	each	\$3.00	
Mylar Plot (11" x 17")	each	\$8.00	
Mylar Plot (22" x 34")	each	\$17.50	
Official Real Property Records	per page	\$1.25	
Certified Real Property Records	per page	\$1.75	
Title Company Real Property Records	per page	\$1.65	
Map Records	per page	\$5.00	
CD	each	\$3.00	
DVD	each	13.90	
Iron Rods, 36" – 42"	each	\$4.50	
Brass Disc in Concrete	Each	\$22.00	
Type II Right-of-Way Marker (M-92)	each	\$25.00	
Mileage	mile	\$0.50	

Documentation such as receipts or usage logs for other direct expenses are necessary for reimbursement.