BROWN & GAY
ENGINEERS, INC.

January 19, 2011

Dr. Jim Condrey
Fort Bend Grand Parkway Toll Road Authority
P.O. Box 2789
Sugar Land, TX 77489-2789

Re: Fort Bend Grand Parkway Toll Road Authority
Fort Bend Grand Parkway Toll Road, Segment D
Design Section 1 and Section 4 Proposals

Dear Dr. Condrey:

We have reviewed the proposals submitted by Kellogg, Brown & Root Services, Inc. (KBR) and R. G. Miller, Inc. for design services on Section 1 (West Riverpark Drive) and AECOM and Schaumberg & Polk, Inc. (SPI) for design services on Section 4 (West Airport Boulevard) of the subject project. We believe that the scope of services and design fee are fair and reasonable for both sections. Details of the submitted cost proposals are provided below.

Design Section	Firm (role)	Design Fee	% of Total Section Fee
1	KBR (prime)	$354,084.78	70%
	RGM (subconsultant)	$150,637.00	30%
	SECTION 1 TOTAL	**$504,721.78**	**100%**
4	AECOM (prime)	$377,823.33	70%
	SPI (subconsultant)	$162,045.46	30%
	SECTION 4 TOTAL	**$539,868.69**	**100%**

If you have any questions, please contact me at 281-558-8700 or via email at ggehbauer@browngay.com.

Sincerely,

Gary Gehbauer, PE

Gary Gehbauer, PE
Program Manager

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend Grand Parkway Toll Road Authority, a transportation corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBGPTRA" and **Kellogg Brown & Root Services, Inc.**, hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBGPTRA desires to enter into an agreement for the performance by Engineer of services during the Project, and which are within the "Scope of Services" as defined in paragraph 2 below;

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");

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

AGREEMENT

1. General

The Engineer 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 engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer'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 $504,721.78 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 $504,721.78, as shown in Attachment B. Progress payments for work detailed in Attachment A will be made when the Engineer 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 Engineer shall

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

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 expense 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 Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for subcontractors' actual salaries and 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 Engineer. For subcontractors employed for the convenience of the FBGPTRA, the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer. Upon such termination, the FBGPTRA shall compensate the Engineer 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 Engineer'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 Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer 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 Engineer.

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 Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the FBGPTRA, or any duly authorized agent of the FBGPTRA, to inspect and examine the books and records of the Engineer 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 Engineer 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 Engineer until termination of this Agreement. Engineer 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 Engineer 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 Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at District's sole risk and without liability or legal exposure to Engineer.

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 Engineer and FBGPTRA that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to FBGPTRA all of Engineer worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBGPTRA that Engineer 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 Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer 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 Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the FBGPTRA's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer 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 Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the FBGPTRA

The following items will be supplied to the Engineer:

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 Engineer 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 Engineer.

10. Conference

At the request of the FBGPTRA, the Engineer 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 Engineer shall prepare such engineering 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 engineering 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 Engineer 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 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage

statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the FBGPTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth in Attachment C.

14. Indemnification

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

a. **ENGINEER 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 ENGINEER'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 ENGINEER; HOWEVER, ENGINEER'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 Engineer 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 Engineer agree to submit the dispute to mediation. In the event the FBGPTRA or the Engineer 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 Engineer. 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 Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Alicja Siwek, Project Manager, Kellogg Brown & Root Services, Inc., 4100 Clinton Dr., Houston, TX 77020 or alternate contact, Thomas Holt, Contracts Manager, Kellogg Brown & Root Services, Inc., 4100 Clinton Dr., 03-1258, Houston, TX 77020, ,or such other place or places as the Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer 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 Engineer shall also immediately send the FBGPTRA a copy of any summons, subpoena, notice, other documents served upon the Engineer, 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 Engineer'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 Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

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
Attachment C	Insurance Requirements

IN WITNESS WHEEOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 19th day of January, 2011.

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

Kellogg Brown & Root Services, Inc.
ENGINEER

By: _____
Name: Leisa Nelson
Title: Vice President

ATTACHMENT A
SCOPE OF SERVICES

FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) – SEGMENT D – SECTION 01

DESIGN SERVICES

SECTION 01 DESIGN SERVICES

Section 01 Limits: W. Riverpark Drive Overpass
Section 01 Station Limits: 678+85 to 737+00 (approximate)

GENERAL DESCRIPTION

The work to be performed by the Engineer under this scope of work consists of providing various roadway design engineering services for Section 01. The following is a detailed list of tasks which will be performed by the Engineer for this portion of Segment D.

GENERAL REQUIREMENTS

Produce roadway plans including cross-sections, specifications and estimates (PS&E) and prepare construction bid documents.

All designs for the above work will be in accordance with the Program Management Plan (PMP).

Develop designs to avoid and/or minimize conflicts with existing and proposed utilities.

Furnish computer media and computer graphics files in compliance with the PMP.

Submit 30%, 90%, 95% and final (mylar) PS&E packages for review by the Program Management Consultant (PMC). Due to the relatively fast track nature of the Section 01 Project, a formal 60% submittal will not be required.

The scope of this project will not include any improvements or changes to the cross streets.

Coordinate contract documents preparation with the PMC, and Program Team Members (PTMs) preparing contract documents for other specialty portions (eg. illumination, tolling, signing, pavement markings, signals) for this Section.

Provide project planning and control to include quality management.

Provide an accurate, complete and constructible set of contract documents.

The Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) will have the ultimate authority for determining what constitutes an accurate, complete and constructible set of contract documents.

If so directed by FBGPTRA, make the revisions to the contract documents, as reported during the design process.

1) UTILITY COORDINATION

The purpose of this task is to provide utility coordination to the PMC including:

a) Coordinate with the PMC during the identification of utility conflicts.
b) Prepare utility conflict list and submit to PMC at 30% submittal.

2) ROADWAY

The purpose of this task is to prepare the roadway design and develop the final drawings, using the CADD standards, as provided by the PMC and required by FBGPTRA, which will be included in the contract documents for construction. The following tasks describe the work to be performed:

a) Review survey performed by other PTM and provided by PMC.

b) Conduct field trips to the project site to investigate and confirm data and assumptions and assess general conditions as needed.

c) Geometric Design – using the approved schematic provided, refine the horizontal and vertical alignments and typical sections to meet project requirements. A roll plot of the refined geometric design will be submitted at a scale of 1"=200'.

d) Typical section sheets shall be developed. Sections will be prepared for all existing and proposed main lanes, ramps, and structures, as necessary to provide a thorough understanding to the contractor of the work intended. Typical section information shall include the following:

1) Specific station limits
2) Profile Grade Line location
3) Tollway center line
4) Widths of travel lanes
5) Width of shoulders
6) Pavement section design
7) Longitudinal joint locations
8) Pavement cross slopes
9) Traffic barriers
10) Mow strips
11) Ditch side slopes
12) Sodding/seeding limits
13) Structures including retaining walls
14) Riprap
15) Limits of embankment and excavation
16) The proposed pavement design and roadway section width information will be provided by FBGPTRA, except for any detours.
17) Typical Section number.

e) Separate plan and profile sheets will be prepared for mainlanes (northbound and southbound together), frontage roads, cross streets and ramps to a scale of 1"=100' horizontal and 1"=10' vertical on 11"x17" format sheets.

1) The plan view shall contain, at a minimum, the following design elements:

(a) Calculated roadway center lines/base lines (PGL's) for the mainlanes, ramps, cross streets, and frontage roads, as needed. Horizontal control point information shall be shown.
(b) Lane and pavement width dimensions.
(c) Proposed structure locations, lengths and widths.
(d) Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
(e) Control of access line, ROW lines and easements, as required, (data to be provided by PMC).
(f) Limits of riprap, block sod, and seeding.
(g) Existing utilities and structures (data to be provided by PMC).
(h) Benchmark location (data to be provided by the PMC).
(i) Radii callouts, curb location, guard rail, guard fence, crash safety items, as required.
(j) Superelevation data, as required.
(k) Typical section number.

2) The profile view shall contain the following design elements:

(a) Calculated profile grade including grade, vertical curve data, and "K" values shall be shown.
(b) Existing natural ground profile at profile grade line.
(c) Existing and proposed elevations.
(d) Proposed ditch flowline, as required, including grade and PI data.
(e) Existing natural ground, as required, at the ROW.

f) Roadway detail plan sheets will be prepared that are associated with the roadway construction. Roadway detail sheets will be developed for special details that may be needed to define, detail, or clarify construction items for the contractors' understanding. These plan sheets may include, but are not limited to:

1) Miscellaneous Roadway Details
2) Intersection Layouts
3) Intersection Grading Plans
4) Side Street Details
5) Driveway Details
6) Removal Layouts
7) Alignment Data Sheets
8) Gore Details
9) Superelevation Sheets.

g) Design cross sections should be prepared at a maximum interval of 100 feet for determining final earthwork and other bid item quantities. The cross sections shall be prepared at the beginning and end stations and at even 100-foot stations. Each cross-section shall include, but is not limited to:

1) Centerline location and station
2) Proposed ground line
3) Roadway side slopes
4) Elevations at centerline, edges of pavement, and tops of curb
5) Existing ground line
6) Roadway cross-slopes
7) Existing and/or proposed ROW limits
8) Cut and fill quantities at each cross-section
9) Offset/elevation callouts for grade breaks, such as ditch high banks, flowlines and berms adjacent to the roadway.

3) DRAINAGE

The purpose of this task is to prepare drainage plans and details, including:

a) The drainage calculations should be prepared to provide for the ultimate six-lane tollway section. At a minimum the drainage items to be provided shall include the drainage area maps showing the final drainage areas and inlet and storm sewer calculations for revised storm sewer flow elements. All drainage designs shall be prepared in accordance with the findings presented in the Drainage Impact Study (to be provided by PMC, if available). The proposed tasks are listed below:

1) Coordinate through PMC with local agencies affected, such as TxDOT, Fort Bend County Drainage District, the City of Sugar Land and Municipal Utility Districts, to keep them informed of the progress and results of project.
2) Conduct field trips to the project site to investigate and confirm data and assumptions and assess general drainage conditions as needed.
3) Review previous plans and drainage reports prepared by others which relate to drainage in the project area (to be provided by the PMC).
4) Prepare drainage area maps for proposed improvements within the project limits.
5) Design all drainage structures including open ditch drainage, storm sewer, inlets, manholes, subsurface drainage at retaining walls, bridge deck drainage systems, and inlets/internal drainage piping where required on structures.
6) Design and analyze the storm sewer system (including the existing system) utilizing the WINSTORM program and incorporate output to plan set.
7) Design and analyze the roadside ditches using Flowmaster or similar spreadsheet analysis program and incorporate results into the plans set on the roadway plan and profile sheets.
8) Prepare storm sewer plan/profile drawings and special plan details, where required, for storm sewer system, laterals, junction boxes, outfall structures, etc. Identify and resolve potential utility conflicts during project design. Drawings will be prepared on 11"X 17" sheet at horizontal scale of 1"=100' and vertical scale of 1"=10'.

b) Storm Water Pollution Prevention Plans (SW3P)

1) Develop SW3P, based on latest NPDES and any Fort Bend County requirements, on separate sheets (may be double banked) but in conformance with the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures.

4) CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL

The purpose of this task is to prepare traffic control plans and details, including:

The traffic control work consists of preparation of Traffic Control Plans (TCP), specifications and general notes, and cost estimate for the various traffic control measures.

a) General

1) A TCP shall show the various construction sequences (phases) and phases with barricades, signing, striping, delineation, detours, temporary retaining walls, temporary drainage, and any other devices used for control of traffic during construction.

b) Manuals and Guidelines

1) The following manuals will be used in the development of the TCP:

(a) Texas Department Of Transportation (TXDOT) 2004 Standard Specifications For Construction and Maintenance Of Highways, Streets, And Bridges
(b) Texas Manual On Uniform Traffic Control Devices, latest version, (TMUTCD)
(c) AASHTO's "A Policy on Geometric Design of Highways and Streets", latest version

c) Traffic Control Plans:

1) Traffic control plan layouts will be prepared for the various phases and steps of the project according to the TMUTCD and the General Guidelines for Traffic Handling. Each phase of the TCP shall show the location of the traffic flow indicated by directional arrows. The construction areas will be clearly defined. All barricades, traffic barriers, concrete traffic barrier end treatments, pavement markings, signing (regulatory, warning, and guide), flaggers, temporary roadways and walls, and drainage shall be shown on the plans. Features that are existing or under construction, such as, roadways, retaining walls, bridges, drainage structures, etc. shall also be shown.

2) Traffic control plan typical sections will be prepared for each stage of the construction sequence to delineate the position of the existing traffic with respect to the proposed construction and will be shown on each TCP layout sheet. Detour pavement design will be provided by FBGPTRA; roadway section width will be provided by the Engineer.

3) Where detours or temporary pavement are required, a separate phase shall be shown for this construction, with traffic handling, profiles and typical sections.

4) At a minimum, the following sheets are to be included in the TCP package:

(a) TCP Layouts (1"=100' Scale) – Number of Phases as required.
(b) TCP Overview with Narrative (if more than one phase)
(c) Typical Sections

(d) Detour Layouts for temporary Road Closures
(e) Quantities

5) RETAINING WALLS

The purpose of this task is to prepare retaining wall plans and details, including:

a) The retaining wall layout plans will include:

1) Layout Plan
(a) Designation of reference line
(b) Beginning and ending retaining wall stations
(c) Offset from reference line
(d) Horizontal curve data
(e) Total length of wall
(f) Indicate face of wall
(g) All wall dimensions and alignment relations (alignment data as necessary)
(h) Soil core hole locations
(i) Inlet locations.

2) Elevation

(a) Top of wall/coping elevations every 25 feet.
(b) Existing and finished ground line elevations
(c) Limits of measurement for payment
(d) Type, limits, of guard rail and/or coping (as applicable).
(e) Underdrain placement and outfalls

3) Foundation Studies: The Geotechnical PTM will perform the external stability analysis for retaining walls. The Engineer will evaluate the adequacy of the retaining wall footings based on geotechnical recommendations.

4) Design Details

(a) Structural wall type, details and anchorage details of railing and coping.
(b) Drainage requirements – troughs, inlets, drain pipes/junction boxes.

6) BRIDGES

The design of northbound and southbound overpass bridges will conform to the FBGPTRA aesthetic standards or the City of Sugar Land aesthetic program as applicable for the project. The bridges are anticipated to be 3-spans, with full-width abutments to accommodate the future inside widening.

a) Bridge Layouts

1) Prepare bridge layout plans and elevations for all bridge locations in accordance with the latest edition of the TxDOT's *Bridge Design Manual*, *Bridge Division Operation and Planning Manual*, and *Bridge Detailer's Manual*. All bridge layouts shall be at 1"= 40' scale (11"x17" plan sheets).

2) The Engineer shall evaluate and prepare bridge typical sections for bridges that require hydraulic modeling, or require fast track construction and construction sequencing.

b) Final Design Calculations and Details

1) All highway bridge structures shall be designed for HL 93 loading. All bridge design shall be in conformance with the latest edition of the TxDOT's *Bridge Design Manual*, *Bridge Division Operation and Planning Manual*, *Bridge Detailer's Manual*, and AASHTO *LRFD Bridge Design Specifications, 4th Edition* with the current interim. Final design calculations and final detail drawings for each structure will be provided in notebook format upon submission of structural review to the PMC.

c) Bridge Quantities Summary

1) Quantities for each bridge will be provided. These quantities will be incorporated onto summary sheets to be included in the plan set as part of the individual bridge plans.

7) GENERAL NOTES AND SPECIFICATIONS

a) Coordinate with the PMC for the selection of general notes and specifications applicable to the design section.

b) Coordinate and combine general notes and specifications with the other program team members. Prepare final general notes documents and specification list in Microsoft Word format.

c) The PMC will supply standard general notes and specifications for use by the Engineer. The Engineer will modify the notes and specifications to conform to the specific requirements for the section.

8) STANDARD DRAWINGS

a) Select standard drawings applicable to the project from those provided by PMC. All standards should be obtained in an electronic format and comply with all CADD standards set forth in the PMP.

b) Coordinate and combine standard drawings from other program team members. Prepare final set standard drawings for submittal.

9) QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES

a) Quantities will be determined and included on summary sheets. The quantities will be included in tables and organized according to the bid item codes that will be used for construction. Quantities should be organized by item per sheet and totaled for the item and the project. Quantity calculations should be organized and easily verified by the PMC. Sample calculations should be prepared for each submittal for review by the

PMC. Calculations should be organized by item, clear and concise, and in an electronic format that can be transmitted via e-mail, if necessary.

b) Coordinate and combine quantity take-offs (stand alone sheets) from other program team members into overall project summary sheets for plans.

10) CONSTRUCTION COST ESTIMATE

a) An estimate of the construction costs will be prepared based on plan quantities in standard TxDOT bid format at the 30%, 90%, 95% and final submittal stages of the project. More detailed and refined quantities will be updated for each successive submittal. All estimates shall be in Microsoft Excel format.

b) The PMC will provide uniform pay items for this corridor and the latest bid prices.

c) The Engineer will incorporate quantities from other PTM's.

11) MISCELLANEOUS DRAWINGS

a) Title Sheet - Include a vicinity map of the project limits, project title and signature blocks.

b) Index Sheet(s) - List the sheets and standard drawings to be used on this project. All the sheets in the plan set will be numbered continuously including standard drawings.

c) Project Layout Sheets – Prepare a small-scale plan view plot (1"=200', double stacked) of the project showing/summarizing the alignment data, horizontal control, and the vertical control. Provide benchmark data and bore hole locations.

12) PREPARATION AND SUBMITTAL OF PS&E

a) Provide submittals for the design, including bridge design, for interim progress reviews by FBGPTRA at the 30%, 90%, 95% and final completion stage. Incorporate plan sheets and submittals prepared by other PTM's for this project. All submittals will follow the PMP for content.

1) The 30% submittal shall include five (5) sets of legible 11"x17" construction drawings, construction cost estimate, and electronic file of the drawings in Microstation V8 format.

2) The 90% submittal shall include five (5) complete sets of legible 11"x17" construction drawings, two (2) specification lists, construction cost estimate, and electronic file of the drawings in Microstation V8 format.

3) The 95% submittal shall include five (5) complete sets of legible 11"x17" construction drawings, two (2) specification lists, construction cost estimate, and electronic file of the drawings in Microstation V8 format.

4) The final 100% complete (Bid Ready) submittal shall include an electronic file of the Bid Ready set of drawings in Microstation V8 format – for reproduction during the

bidding period, five (5) complete sets of legible 11"x17" construction drawings, and one reproducible (mylar) set.

b) Upon award of construction contract, provide electronic files of the conformed set of the Contract Drawings in Microstation V8 format, and the Specifications in Microsoft Word, to HCTRA.

13) PROJECT MANAGEMENT and SECTION LEAD MANAGEMENT TASKS

The purpose of this task is to provide the overall management of this design contract. Project files will be set up and overall coordination of the team and contact with FBGPTRA, PMC and other Program Team Members will be maintained.

a) Provide general coordination with the Program Team Members concerning administrative and technical issues. Report and coordinate with PMC on any design issues and requests for information from other PTM's and subconsultants. Provide coordination with FBGPTRA's consultants for the insertion of plan sheets prepared under separate contract.

b) Prepare and submit monthly progress reports and invoices to PMC for review and approval. The invoices will include the progress report and invoice. The progress report will list outstanding issues that need resolution, as well as, progress of the tasks and estimated completion dates for the work.

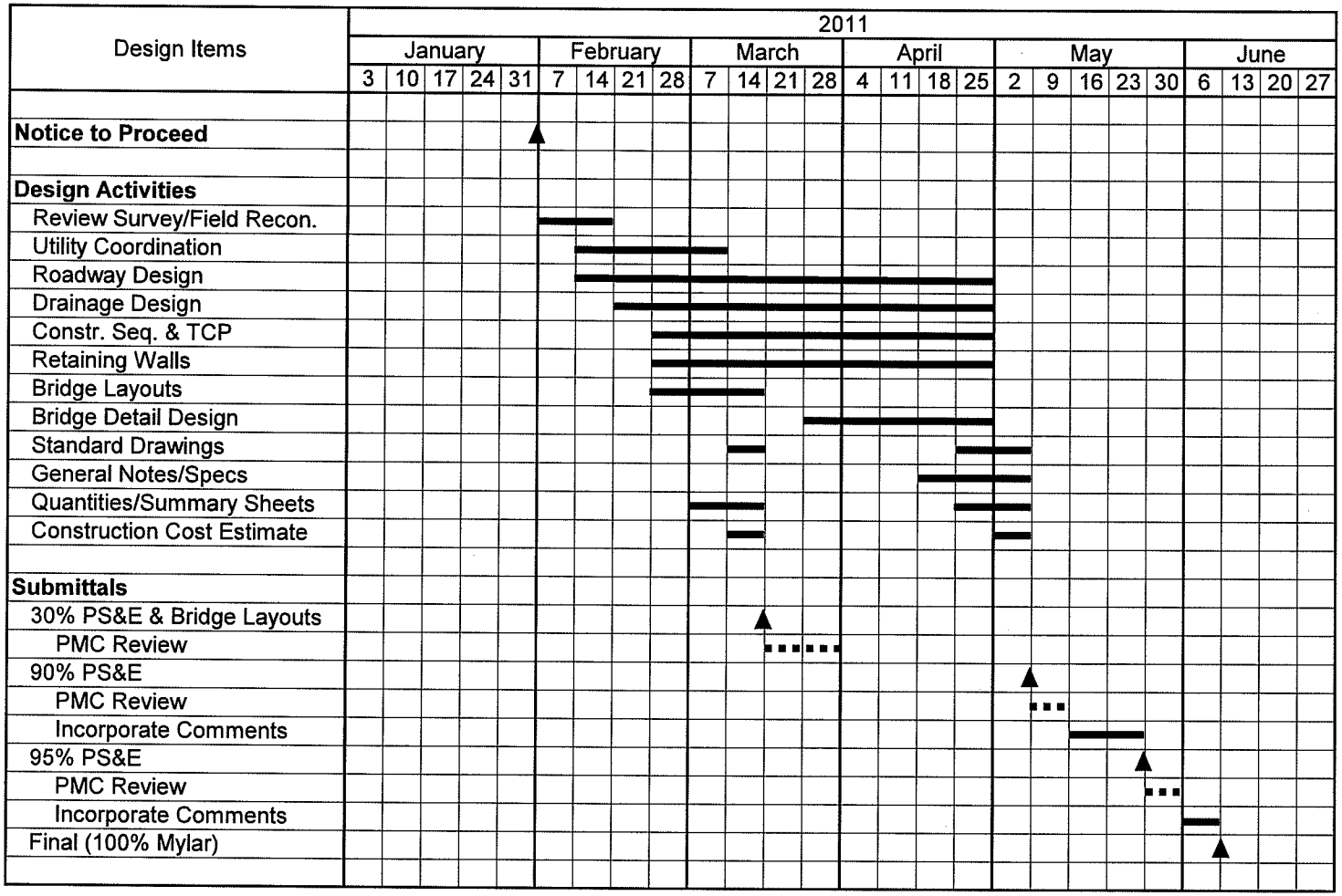
c) Internal administration of the project files. At the completion of the work, the project files will be shipped to the PMC, if requested.

d) Prepare an overall project design schedule detailing the progression of the work. This schedule will include review dates by the PMC, submittal dates for deliverables, and estimated time frame to complete the work. The schedule will be updated monthly and included in the progress report. Changes or adjustments in the schedule caused by delays due to unforeseen task difficulties or lengthy review times will be shown and reported to the PMC.

e) Attend coordination and interim progress review meetings every month or as necessary, to be scheduled on an as-needed basis. Prepare and distribute meeting minutes within five working days after the meeting.

DESIGN SCHEDULE
Kellogg Brown & Root, Inc.

FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D - SECTION 01



ATTACHMENT A-1
ADDITIONAL SERVICES

Fort Bend Grand Parkway Toll Road – Segment D
Section 1

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
Compensation for Scope of Services
Kellogg, Brown & Root, Inc.

Fort Bend Grand Parkway (SH 99) Segment D - Section 01

KBR Task Requirements	Project Manager	Senior Engineer	Sr. Structural Engineer	Engineer	EIT	Senior Cad Designer	Junior Cad Designer	Admin	Total
Utility Coordination	2		6	8		1	1		18
Roadway Design	24	40		380	266	90	90		890
Retaining Wall Design	16	16	32	120		40	40		264
Bridge Design	20		200	280		130	130		760
General Notes and Specifications	8	10		14					32
Standard Drawings	4		6	6	10	8	8		42
Quantity Take-Offs and Quantity Summaries	8	8	12	20		8	9		65
Construction Cost Estimate	4	8	8	20		5	5		50
Miscellaneous Drawings	6	6	6	14	14	8	8		62
Preparation and Submittal of P&E	8	8	12	40	12	10	10		100
Project Management and Section Lead Management Tasks	145		25	45				60	275
Man-Hours	245	96	307	947	302	300	301	60	2558
Contract Rate	$203.55	$169.32	$230.61	$117.57	$93.75	$166.50	$67.95	$70.98	
Total Labor Cost	$49,869.75	$16,254.72	$70,797.27	$111,338.79	$28,312.50	$49,950.00	$20,452.95	$4,258.80	$351,234.78

KBR Expenses	Amount
Mileage (800 miles x 0.50)	$400.00
Standard Postage	$100.00
Courier Service (Deliveries)	$500.00
Photocopies B/W (8 1/2 x 11)	$300.00
Photocopies B/W (11 x 17)	$900.00
Mylar (11 x 17)	$600.00
CD Archive	$50.00
Total KBR Expense Cost	$2,850.00

Firm	Job Hours	Labor Cost	Expense Cost	Total Cost
Kellogg Brown & Root, Inc.	2,558	$351,234.78	$2,850.00	$354,084.78
R. G. Miller Engineering Inc.	1,409	$ 149,637.00	$1,000.00	$150,637.00
Total	3,967	$500,871.78	$3,850.00	**$504,721.78**

Attachment B
Compensation for Scope of Services
Kellogg, Brown & Root, Inc.

Fort Bend Grand Parkway (SH 99) Segment D - Section 01

Description	Estimated Number of Sheets	Manhours per Sheet	KBR Man-hours	R.G. Miller Engineers Inc. Man-hours
TOTAL NUMBER OF SHEETS	**133**			
TOTAL MAN-HOURS			**2,553**	**1,409**
Utility Coordination	**0**		**18**	
A. Identification of utility conflicts			8	
B. Prepare utility conflict list at 30% submittal			10	
Roadway Design	**29**		**890**	
A. Review Survey			8	
B. Field Reconnaissance			28	
C. Geometric Design				
Review and refine approved schematic to meet the project requirements			60	
Submit refined schematic as refined (roll plot)			8	
D. Prepare Existing Typical Sections	2	30	60	
E. Prepare Proposed Typical Sections	3	30	90	
F. Prepare Alignment Data Sheets	2	8	16	
G. Plan and Profile Sheets	7	35	245	
H. Roadway Details	3	25	75	
I. Design Cross-Sections	12	25	300	
Drainage Design	**21**			**737**
A. Agency Coordination				20
B. Field Visits / Data Verification				24
C. Drainage Area Maps/Calculations	5			175
D. Storm Sewer Design and Hydraulic Data Sheets	5			139
E. Laterals				60
F. Verification of Existing Storm Sewer Capacity				56
G. Storm Sewer Plan and Profiles	6			209
H. SW3P	5			54
Construction Sequencing and Traffic Control	**13**			**382**
A. Sequence of Contruction	2			55
B. TCP Advance Warnings	1			18
C. TCP Plans (Includes typical sections)	8			259
D. Detour Plans	2			50
Retaining Wall Design	**8**		**264**	
A. Plan and Profile Sheets (1"=200')	6	35	210	
B. Retaining Wall Details	2	25	50	
C. Review adequacy of the Ret. Walls based on geotechical recommentations	LS		4	
Bridge Design	**29**		**760**	
A. Bridge Layout	2	45	90	
B. Typical Section	2	30	60	
C. Bearing Seat Elev./Quantity Summary	2	30	60	
D. Boring Logs	2	12	24	
E. Foundation Layouts	2	18	36	
F. Foundation Details	2	18	36	
G. Abutment Details	4	30	120	
H. Bent Details	4	30	120	
I. Framing Plan	2	30	60	
J. Slab Plan	2	24	48	
K. Slab Sections	2	24	48	
L. Slab Details	2	13	26	
M. Beam Designs	1	32	32	

Attachment B
Compensation for Scope of Services
Kellogg Brown & Root Services, Inc.

Fort Bend Grand Parkway (SH 99) Segment D - Section 01

Description	Estimated Number of Sheets	Manhours per Sheet	KBR Man-hours	R.G. Miller Engineers Inc. Man-hours
General Notes and Specifications	LS		**32**	**20**
A. Coordinate with the PMC for the General Notes and Specifications			4	
B. Coordinate and combine other Team members Gen. Notes/Specs.			12	
C. Provide final General Notes and Specifications to project requirements			16	
Standard Drawings				
A. Standards Drawings	**29**		**42**	**20**
Roadway Standards	5	1	5	
Retaining Wall Standards	3	1	3	
Bridge Standards	18	1	18	
Drainage Standards				10
Traffic Control Standards				10
B. Coordinate and integrate other Team members standard Drawings			16	
Quantity Take-Offs and Quantity Summaries			**65**	**80**
A. Summary sheets (Includes all backup calculations)				
Roadway Summary sheet			25	
Retaining Wall Summary sheet			20	
Drainage/SW3P Summary Sheets				50
TCP Summary Sheet				30
B. Coodinate and integrate other Team members summary sheets into plan set			20	
Construction Cost Estimate			**50**	**20**
A. Cost Estimate				
30% Cost Estimate			20	
90% Cost Estimate			10	
95% Cost Estimate			10	
Final Cost Estimate			10	
Miscellaneous Drawings	**4**		**62**	
A. Title Sheet	1	10	10	
B. Index of Sheets	1	12	12	
C. Project Layout Sheets	2	25	50	
Preparation and Submittal of P&E			**100**	**40**
A. Design Submittals				
30% Submittal			20	5
90% Submittal			20	5
95% Submittal			20	5
Mylars Submittal			20	5
B. Electronic File Submittals			20	20
Project Management and Section Lead Management Tasks			**275**	**110**
A. Provide general coordination with PMC and all Team Members			105	36
B. Prepare Monthly Invoicing and Progress Reports			50	24
C. Maintain project files at all times and send to PMC at close out			20	20
D. Attend Coordination and Interim progress review meetings			100	30

ATTACHMENT B
Compensation for Scope of Services
R. G . Miller, Inc.
Manhour / Fee Estimate

FEE SCHEDULE / BUDGET

MANHOUR COST SUMMARY	PRINCIPAL	PROJ MNGR	SENIOR ENGR	PROJECT ENGR	EIT	SENIOR TECH	ENGR TECH	CLERICAL	TOTAL
SECTION 1 DESIGN SERVICES									
1 DRAINAGE DESIGN	0	35	105	147	99	69	282	0	737
2 CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL	0	9	35	54	56	40	188	0	382
3 GENERAL NOTES AND SPECIFICATIONS	0	10	10	0	0	0	0	0	20
4 STANDARD DRAWINGS	0	3	5	0	0	0	12	0	20
5 QUANTITY TAKE-OFFS AND SUMMARIES	0	4	10	14	18	10	24	0	80
6 CONSTRUCTION COST ESTIMATE	0	3	8	9	0	0	0	0	20
7 PREPARATION AND SUBMITTAL OF PS&E (Including QA/QC)	0	3	8	10	0	5	8	6	40
8 PROJECT MANAGEMENT	0	41	55	0	0	6	8	0	110
SUBTOTAL	0	108	236	234	173	130	522	6	1,409
TOTAL HOURS	0	108	236	234	173	130	522	6	1,409
MANHOUR RATES	$ -	$ 60.50	$ 46.50	$ 38.00	$ 29.00	$ 34.50	$ 26.50	$ 24.00	$ 35.40
TOTAL DIRECT LABOR COSTS	$ -	$ 6,534.00	$ 10,974.00	$ 8,892.00	$ 5,017.00	$ 4,485.00	$ 13,833.00	$ 144.00	$ 49,879.00

EXPENSE COST SUMMARY	MILEAGE ($0.50/mile)	DELIVERY (at cost)	COPIES (LETTER) (at cost)	COPIES (LEDGER) (at cost)	MYLAR PLOT (at cost)	EXPENSE TOTAL
	$ 200.00	$ 200.00	$ 100.00	$ 300.00	$ 200.00	$ 1,000.00
TOTALS	$ 200.00	$ 200.00	$ 100.00	$ 300.00	$ 200.00	$ 1,000.00

FEE SUMMARY	HOURS	DIRECT LABOR	OH + PROFIT 200.0000%	TOTAL
1 DRAINAGE DESIGN	737	$ 25,310.50	$ 50,621.00	$ 75,931.50
2 CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL	382	$ 12,210.00	$ 24,420.00	$ 36,630.00
3 GENERAL NOTES AND SPECIFICATIONS	20	$ 1,070.00	$ 2,140.00	$ 3,210.00
4 STANDARD DRAWINGS	20	$ 732.00	$ 1,464.00	$ 2,196.00
5 QUANTITY TAKE-OFFS AND SUMMARIES	80	$ 2,742.00	$ 5,484.00	$ 8,226.00
6 CONSTRUCTION COST ESTIMATE	20	$ 895.50	$ 1,791.00	$ 2,686.50
7 PREPARATION AND SUBMITTAL OF PS&E (Including QA/QC)	40	$ 1,462.00	$ 2,924.00	$ 4,386.00
8 PROJECT MANAGEMENT	110	$ 5,457.00	$ 10,914.00	$ 16,371.00
	EXPENSES			
TOTALS	$ 1,000.00	1,409	$ 49,879.00	$ 99,758.00	$ 150,637.00

ATTACHMENT B
Compensation for Scope of Services
R. G . Miller, Inc.
Manhour / Fee Estimate

TASK	DESCRIPTION	No. of	Type	PRINCIPAL	PROJ MNGR	SENIOR ENGR	PROJECT ENGR	EIT	SENIOR TECH	ENGR TECH	CLERICAL	TOTAL	Hrs Per Sheet
SECTION 1 DESIGN SERVICES													
1	**DRAINAGE DESIGN**												
A	AGENCY COORDINATION				5	10	5					20	
B	FIELD VISTS / DATA VERIFICATION				8	8	8					24	
C	DRAINAGE AREA MAPS/CALCULATIONS	5	sheets		4	16	20	25	20	90		175	35
D	STORM SEWER DESIGN AND HYDRAULIC DATA SHEETS	5	sheets		4	25	30	35	15	30		139	28
E	LATERALS				2	6	20	8	4	20		60	
F	VERIFICATION OF EXISTING STORM SEWER CAPACITY				4	20	24	8				56	
G	STORM SEWER PLAN AND PROFILES	6	sheets		4	20	30	15	30	110		209	35
H	SW3P (SW3P SHEETS)	5	sheets		4		10	8		32		54	11
	SUBTOTAL			**0**	**35**	**105**	**147**	**99**	**69**	**282**	**0**	**737**	
2	**CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL**												
A	SEQUENCE OF CONSTRUCTION	2	sheets		2	4	5	6	8	30		55	28
B	TCP ADVANCE WARNINGS	1	sheets		1	2	3	2	2	8		18	18
C	TCP PLANS (INC. TYPICAL SECTIONS)	8	sheets		4	25	40	40	20	130		259	32
D	DETOUR PLANS	2	sheets		2	4	6	8	10	20		50	25
	SUBTOTAL			**0**	**9**	**35**	**54**	**56**	**40**	**188**	**0**	**382**	
3	**GENERAL NOTES AND SPECIFICATIONS**												
A	SPECIFICATIONS/GENERAL NOTES				10	10						20	
	SUBTOTAL			**0**	**10**	**10**	**0**	**0**	**0**	**0**	**0**	**20**	
4	**STANDARD DRAWINGS**												
A	STANDARD DRAWINGS				3	5				12		20	
	SUBTOTAL			**0**	**3**	**5**	**0**	**0**	**0**	**12**	**0**	**20**	
5	**QUANTITY TAKE-OFFS AND SUMMARIES**												
A	QUANTITY SUMMARY SHEETS	4	sheets		2	4	4	6	4	24		44	11
B	QUANTITY TAKE-OFFS (RG MILLER)				2	6	10	12	6			36	
	SUBTOTAL			**0**	**4**	**10**	**14**	**18**	**10**	**24**	**0**	**80**	
6	**CONSTRUCTION COST ESTIMATE**												
A	CONSTRUCTION COST ESTIMATE (RG MILLER SECTION)				3	8	9					20	
	SUBTOTAL			**0**	**3**	**8**	**9**	**0**	**0**	**0**	**0**	**20**	
7	**PREPARATION AND SUBMITTAL OF PS&E (Including QA/QC)**												
A	MILESTONE SUBMITTALS (30%, 90%, 95% & FINAL)				3	5	6				6	20	
B	ELECTRONIC SUBMITTAL					3	4		5	8		20	
	SUBTOTAL			**0**	**3**	**8**	**10**	**0**	**5**	**8**	**6**	**40**	
8	**PROJECT MANAGEMENT**												
A	COORDINATION WITH PRIME				20	16						36	
B	MONTHLY INVOICES/PROGRESS REPORTS				4	20						24	
C	PROJECT FILE ADMINISTRATION				2	4			6	8		20	
D	PROGRESS REVIEW MEETINGS (PMC/PTM)				15	15						30	
	SUBTOTAL			**0**	**41**	**55**	**0**	**0**	**6**	**8**	**0**	**110**	

ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES

SH 99 (GRAND PARKWAY) – SEGMENT D

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

Kellogg Brown & Root Services, Inc.

Salary Rates

JOB CLASSIFICATION	RATE
Project Manager	$203.55
Senior Engineer	$169.32
Senior Structural Engineer	$230.61
Engineer	$117.57
Engineer-in-Training (EIT)	$93.75
Senior CAD Designer	$166.50
Junior CAD Designer	$67.95
Admin	$70.98

Note: Maximum Raw Salary Rates shown above are effective for calendar year 2011 and are subject to annual 4% escalations.

Maximum Reimbursable Expenses

ITEM	UNIT	COST
Mileage	Per Mile	At Current IRS Rate
Delivery	Each	At Cost not to Exceed $25
Reproduction	Each	At Cost

ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES

SH 99 (GRAND PARKWAY) – SEGMENT D

FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY

RG Miller Engineers
Salary Rates

JOB CLASSIFICATION	RATE
Project Manager	$181.15
Senior Engineer / Engineering Manager	$139.50
Project Engineer	$114.00
Engineer-in-Training (EIT)	$87.00
Senior Engineering Technician	$103.50
Engineering Technician	$79.50
Clerical	$72.00

Note: Maximum Raw Salary Rates shown above are effective for calendar year 2011 and are subject to annual 4% escalations.

Maximum Reimbursable Expenses

ITEM	UNIT	COST
Mileage	Per Mile	At Current IRS Rate
Delivery	Each	At Cost not to Exceed $25
Reproduction	Each	At Cost

Attachment C

The Engineer shall furnish certificates of insurance to the FBGPTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer 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 Engineer 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 $1,000,000 each employee for Occupational Disease, $1,000,000 policy limit for Occupational Disease; and Employer's Liability of $1,000,000 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:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$2,000,000	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 $2,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $2,000,000 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 Engineer 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."