

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 Cobb Fendley & Associates, 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 \$446,585.50. 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 \$446,585.50, 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 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 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 500 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 Cobb Fendley & Associates, 11340 Northwest Freeway, Suite 1100, Houston, Texas 77040, Attention: Allen Watson, P.E., 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.

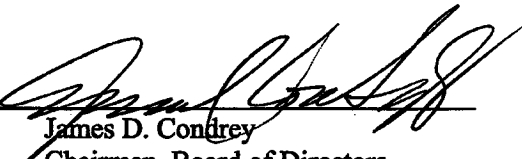
23. Appendices

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 WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 18th day of May, 2011.

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

By: 

James D. Confrey

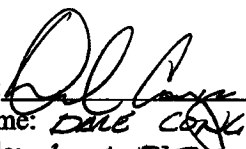
Chairman, Board of Directors

ATTEST:

By: 

Secretary, Board of Directors

Cobb Fendley & Associates
ENGINEER

By: 

Name: DALE CONKNER

Title: VICE PRESIDENT

**ATTACHMENT A
SCOPE OF SERVICES**

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

CONDUIT / FIBER OPTIC DESIGN AND TOLL GANTRY DESIGN

Conduit / Fiber Optic Cable Design

PROJECT DESCRIPTION

The work to be performed by the Engineer under this agreement consists of providing engineering services for design of approximately 62,500 linear feet of fiber optic interconnect, conduit, and handholes which will be placed along SH 99 to connect the eight (8) toll plazas for the Fort Bend Grand Parkway Toll Road Authority on SH 99 Segment D from approximately W. Riverpark Drive to the Fort Bend Westpark Tollway / FM 1093. The fiber and conduit run will also be connected to the hub building on the West Park Tollway.

BASIC SCOPE OF SERVICES:

The Engineer shall prepare construction drawings, specifications, and estimate (PS&E) necessary for the proposed fiber optic interconnects construction within the project limits as described in the project description. Please see attachment B for itemized tasks, sub-tasks with corresponding level of effort and compensation for each task.

The Engineer will perform and provide for the following tasks and sub-tasks in conjunction with preparation of the PS&E at 30, 90, and 100 percent phases.

1) UTILITY COORDINATION

a) Review as-built utility plans

- 1) Coordinate with the PMC to obtain all available as-built utility plans required to avoid or minimize potential conflicts.
- 2) Prepare a utility conflict list for each section at the 30% submittal phase and provide to the PMC.

b) Site Visit

- 1) Visit the project site to determine visible utilities within the project corridor and locate physical utility features.

2) FIBER AND CONDUIT DESIGN

- a) Cover 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 of the sheets in the plan set will be numbered continuously including standard drawings.

c) **Fiber Connection Sheets (plan/profile) (62,500 lf of fiber)**

- 1) Prepare Fiber Connection Plan & Profile sheets at 1"=100' scale on 11"x17" sheets that detail the proposed fiber and conduit locations.

d) **Fiber Termination Details**

- 1) Prepare Fiber Termination plan sheets at the HUB building at FM 1093/Westpark Tollway.

3) STRUCTURAL (Bridge Attachment Detailing)

a) **Bridge Attachments**

- 1) Prepare details for fiber and conduit attachment to bridge structures as required.

4) GENERAL NOTES AND SPECIFICATIONS

- a) Coordinate with the PMC for the selection of general notes and specifications applicable to the project.
- b) 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 project.

5) STANDARD DRAWINGS

- a) TxDOT traffic control plan (TCP) standard sheets required for lane/shoulder closures during installation of the fiber and conduit elements will be utilized on this project.
 - 1) Preparation of detailed TCP is not included in this scope of services. If required, these will be developed as an additional service under a supplemental agreement.
- b) Select standard drawings applicable to the project. All standards should be obtained in an electronic format and comply with all CADD standards set forth in the PMP.

6) 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. Calculations should be organized by item, clear and concise, and in an electronic format that can be transmitted via e-mail, if necessary.
- b) Prepare quantity summary sheets for the following submittals:
 - 1) 90% PS&E Submittal
 - 2) 100% PS&E Submittal

7) 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%, and 100% 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.

8) PREPARATION AND SUBMITTAL OF PS&E

- a) Provide submittals for the design for interim progress reviews by FBGPTRA at the 30%, 90% and 100% completion stage. All submittals will follow the PMP for content.
 - 1) The 30% submittal shall include three (3) 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 three (3) sets of legible 11"x17" construction drawings, construction cost estimate, and electronic file of the drawings in MicroStation V8 format.
 - 3) 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, three (3) 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 FBGPTRA.

9) PROJECT MANAGEMENT

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) 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.

10) CONDUIT / FIBER OPTIC DESIGN SCHEDULE

Notice to Proceed	June 1, 2011
30% Submittal	July 29, 2011
90% Submittal	August 29, 2011
100% Submittal	September 26, 2011

Toll Gantry Design

PROJECT DESCRIPTION

The work to be performed by the Engineer under this agreement consists of providing engineering services for design of the toll plazas and toll gantries including toll area site layout, equipment building civil and electrical plan, and toll gantry structural design for eight (8) toll gantries crossing the main lanes of SH 99 at the following locations:

- 1) W. Riverpark Drive
- 2) New Territory Boulevard
- 3) Sandhill Drive/US 90A/FM 1464
- 4) W. Airport Boulevard/Harlem Road
- 5) Mason Road/W. Belfort Road
- 6) Peek Road
- 7) Bellaire Boulevard
- 8) Westpark Tollway

BASIC SCOPE OF SERVICES:

Design toll gantries for the Fort Bend Grand Parkway Toll Road Authority on SH 99 Segment D in Fort Bend County. The drawings and specifications, which will be inserted into the appropriate roadway section(s), provided by Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) include the facilities and structures required to operate the eight (8) toll gantries across the SH 99 main lanes.

The Engineer shall prepare all plans necessary for the proposed toll plaza gantries as itemized in the project description.

1. Toll Area Site Layout - The Engineer will prepare the Site Plan for the proposed Segment D main line toll area. The plans shall include gantry, maintenance driveway, electrical service, equipment, conduit, ground boxes, cabling, and summary sheets.
2. Toll Gantry Design - The Engineer will prepare toll gantry designs based on TxDOT standard tubular steel sign structures. The gantry design will be based on the design criteria of the TSI. The TxDOT standard will be modified as necessary to accommodate the design criteria and may include design of structure frame elements between tubular structures to accommodate tolling equipment. These plans will also include structural foundation designs and gantry conduit schematic.
3. Toll Area Details, Standards, & Specifications - The Engineer will prepare the required details, standards, and specifications for the toll area. These details will include

cabinets, driveway, and gantry details. One or two toll cabinets will be placed at each of the eight tolling areas.

The Engineer will perform and provide for the following tasks and sub-tasks in conjunction with preparation of the Construction Drawings and Specifications at 30, 90, and 100 percent phases.

1) UTILITY COORDINATION

a) Obtaining Power Service for Gantries

- 1) Coordinate with pertinent power provider to obtain power drop permit for the eight (8) gantry locations as described in the project description.

2) TOLL GANTRY DESIGN

Prepare plan sheets for the following:

- a) Toll Gantry Site Plans (8 Gantries, 1 Plan for Each Side of Roadway)
- b) Toll Gantry Conduit details
- c) Toll Gantry Elevations
- d) Cabinet Details
- e) Driveway Details

3) ELECTRICAL

Prepare plan sheets for the following:

- a) Equipment Cabinet Electrical Plan and Details
- b) Electrical Grounding Plan and Details
- c) One Line Diagram and Analysis
- d) Power Plan

4) STRUCTURAL

The PMC will provide geotechnical information and boring logs.

- a) Review provided geotechnical information to assure conformance with structural designs.

5) GENERAL NOTES AND SPECIFICATIONS

- a) Coordinate with the PMC for the selection of general notes and specifications applicable to the toll gantries, cabinets, electrical, etc.
- b) 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 project.

6) STANDARD DRAWINGS

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

7) 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. Calculations should be organized by item, clear and concise, and in an electronic format that can be transmitted via e-mail, if necessary.
- b) Prepare quantity summary sheets for the following submittals:
 - 1) 90% PS&E Submittal
 - 2) 100% PS&E Submittal

8) 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%, and 100% 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.

9) PREPARATION AND SUBMITTAL OF PS&E

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 - 1) The 30% submittal shall include three (3) sets of legible 11"x17" construction drawings, construction cost estimate, and electronic file of the drawings in MicroStation V8 format.
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- 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) 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.

11) TOLL GANTRY DESIGN SCHEDULE

- a) The gantry design submittal schedule for roadway Sections 1 (W. Riverpark Drive) and 4 (W. Airport Boulevard/Harlem Rd.) is shown below:

Notice to Proceed	June 1, 2011
30% Submittal	July 15, 2011
90% Submittal	August 29, 2011
100% Submittal	September 26, 2011

- b) Submittal schedules for the remaining gantry designs will follow roadway Section design schedules to be provided by the PMC.

**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
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

FEE SCHEDULE SUMMARY

PRIME PROVIDER: Cobb Fendley & Associates

FIBER AND CONDUIT DESIGN

WORK/TASK	DESCRIPTION	Cobb Fendley & Associates	TOTAL
1	UTILITY COORDINATION	\$6,320.00	\$6,320.00
2	FIBER AND CONDUIT DESIGN	\$221,245.00	\$221,245.00
3	STRUCTURAL (Bridge Attachment Detailing)	\$4,500.00	\$4,500.00
4	GENERAL NOTES AND SPECIFICATIONS	\$3,780.00	\$3,780.00
5	STANDARD DRAWINGS	\$1,530.00	\$1,530.00
6	QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	\$5,720.00	\$5,720.00
7	CONSTRUCTION COST ESTIMATE	\$3,890.00	\$3,890.00
8	PREPARATION AND SUBMITTAL OF PS&E	\$3,480.00	\$3,480.00
9	PROJECT MANAGEMENT	\$10,820.00	\$10,820.00
	DIRECT EXPENSES	\$2,062.50	\$2,062.50

GANTRY DESIGN

WORK/TASK	DESCRIPTION	Cobb Fendley & Associates	TOTAL
1	UTILITY COORDINATION	\$11,280.00	\$11,280.00
2	TOLL GANTRY DESIGN	\$83,645.00	\$83,645.00
3	ELECTRICAL	\$27,080.00	\$27,080.00
4	STRUCTURAL	\$415.00	\$415.00
5	GENERAL NOTES AND SPECIFICATIONS	\$3,885.00	\$3,885.00
6	STANDARD DRAWINGS	\$1,475.00	\$1,475.00
7	QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	\$7,535.00	\$7,535.00
8	CONSTRUCTION COST ESTIMATE	\$3,460.00	\$3,460.00
9	PREPARATION AND SUBMITTAL OF PS&E	\$27,305.00	\$27,305.00
10	PROJECT MANAGEMENT	\$14,160.00	\$14,160.00
	DIRECT EXPENSES	\$3,108.00	\$3,108.00

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

Cobb Fendley & Associates

FIBER AND CONDUIT DESIGN

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	PROJECT ENGINEER II	PROJECT ENGINEER I (EIT)	TECHNICIAN III (DESIGNER)	CLERICAL	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$170.00	\$125.00	\$100.00	\$95.00	\$60.00	
UTILITY COORDINATION							
Review utility plans / prepare utility conflict list			8	12	16	4	40
Site Visit		8	8				16
SHEETS & HOURS SUBTOTAL							
SUBTOTAL LABOR COSTS		\$ 1,360.00	\$ 2,000.00	\$ 1,200.00	\$ 1,520.00	\$ 240.00	
FIBER AND CONDUIT DESIGN							
Cover Sheet	1		1	1	6		8
Index Sheet	1	1	4	1	6		12
Fiber Connection Sheets (plan/profile) (62,500 lf of fiber)	66	116	322	488	924	12	1842
Fiber Termination Details	8	36	48	64	56		204
SHEETS & HOURS SUBTOTAL		153	375	534	982	12	
SUBTOTAL LABOR COSTS		\$ 26,010.00	\$ 46,875.00	\$ 53,400.00	\$ 94,240.00	\$ 720.00	
STRUCTURAL DESIGN (Attachment D)							
Bridge Attachments	1	6	8	16	8	2	40
SHEETS & HOURS SUBTOTAL		6	8	16	8	2	
SUBTOTAL LABOR COSTS		\$ 1,020.00	\$ 1,000.00	\$ 1,600.00	\$ 760.00	\$ 120.00	
GENERAL NOTES AND SPECIFICATIONS							
General notes and specifications	2	8	8	8	4	4	32
SHEETS & HOURS SUBTOTAL		8	8	8	4	4	
SUBTOTAL LABOR COSTS		\$ 1,360.00	\$ 1,000.00	\$ 800.00	\$ 380.00	\$ 240.00	
STANDARD DRAWINGS							
Traffic Control Plans (TxDOT Standard Lane Closure)	2		1		1		2
Conduit/Ground Box Details	10	4	2		4		10
SHEETS & HOURS SUBTOTAL		4	3	0	5	0	
SUBTOTAL LABOR COSTS		\$ 680.00	\$ 375.00	\$ -	\$ 475.00	\$ -	

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

Cobb Fendley & Associates

FIBER AND CONDUIT DESIGN

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	PROJECT ENGINEER II	PROJECT ENGINEER I (EIT)	TECHNICIAN III (DESIGNER)	CLERICAL	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$170.00	\$125.00	\$100.00	\$95.00	\$60.00	
QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES							
30% PS&E Submittal		4	4		4		12
90% PS&E Submittal	2	4	4	4	4	1	17
100% PS&E Submittal	2	4	4	4	4	3	19
SHEETS & HOURS SUBTOTAL		12	12	8	12	4	
SUBTOTAL LABOR COSTS		\$ 2,040.00	\$ 1,500.00	\$ 800.00	\$ 1,140.00	\$ 240.00	
CONSTRUCTION COSTS SUMMARY							
Construction cost estimate at 30%, 90%, and 100% submittals		3	12	18		3	36
SHEETS & HOURS SUBTOTAL		3	12	18	0	3	
SUBTOTAL LABOR COSTS		\$ 510.00	\$ 1,500.00	\$ 1,800.00	\$ -	\$ 180.00	
PREPARATION AND SUBMITTAL OF PS&E							
Submit 30% plans		2	2		2	2	8
Submit 90% Plans		2	2	2	4	2	12
Submit 100% Plans		2	2	2	4	2	12
SHEETS & HOURS SUBTOTAL		6	6	4	10	6	
SUBTOTAL LABOR COSTS		\$ 1,020.00	\$ 750.00	\$ 400.00	\$ 950.00	\$ 360.00	
PROJECT MANAGEMENT							
Project Management		36	36				72
SHEETS & HOURS SUBTOTAL		36	36	0	0	0	
SUBTOTAL LABOR COSTS		\$ 6,120.00	\$ 4,500.00	\$ -	\$ -	\$ -	

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

Cobb Fendley & Associates

GANTRY DESIGN

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	PROJECT ENGINEER II	PROJECT ENGINEER I (EIT)	TECHNICIAN III (DESIGNER)	CLERICAL	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$170.00	\$125.00	\$100.00	\$95.00	\$80.00	
UTILITY COORDINATION							
Obtaining power service for gantries		4	80			10	94
SHEETS & HOURS SUBTOTAL		4	80	0	0	10	
SUBTOTAL LABOR COSTS		\$680.00	\$10,000.00	\$0.00	\$0.00	\$800.00	
TOLL GANTRY DESIGN							
Toll Gantry Site Plans (8 gantries, 1 plan for each side of roadway)	16	24	80	80	140		324
Toll Gantry Conduit Details	32	24	28	54	140		246
Toll Gantry Elevations	16	16	24	30	76		146
Cabinet Details	3	1	1		2		4
Driveway Details	4	4	8	16	24		52
SHEETS & HOURS SUBTOTAL		69	141	180	382	0	
SUBTOTAL LABOR COSTS		\$11,730.00	\$17,625.00	\$18,000.00	\$36,200.00	\$0.00	
ELECTRICAL							
Equipment Cabinet Electrical Plan and Details	2	2	24		16		42
Electrical Grounding Plan And Details	2	2	24		16		42
One Line Diagram and Analysis	8	4	40		64		108
Power Plan	2	2	30		16		48
SHEETS & HOURS SUBTOTAL		10	118	0	112	0	
SUBTOTAL LABOR COSTS		\$1,700.00	\$14,750.00	\$0.00	\$10,640.00	\$0.00	
STRUCTURAL							
Boring Logs	1		1	1	2		4
SHEETS & HOURS SUBTOTAL		0	1	1	2	0	
SUBTOTAL LABOR COSTS		\$0.00	\$125.00	\$100.00	\$190.00	\$0.00	

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

Cobb Fendley & Associates

GANTRY DESIGN

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	PROJECT ENGINEER II	PROJECT ENGINEER I (EIT)	TECHNICIAN III (DESIGNER)	CLERICAL	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR							
		\$170.00	\$125.00	\$100.00	\$95.00	\$60.00	
GENERAL NOTES AND SPECIFICATIONS							
Toll Gantry	2	2	4	6		2	14
Equipment Cabinet	1	1	1				2
Electrical	1	4	4	4	2	4	18
SHEETS & HOURS SUBTOTAL		7	9	10	2	6	
SUBTOTAL LABOR COSTS		\$1,190.00	\$1,125.00	\$1,000.00	\$190.00	\$360.00	
STANDARD DRAWINGS							
Concrete Pavement	1	1	1				2
Concrete Barrier	1	1	1				2
Flex Beam Guardrail	1	1	1				2
Montube Details	4	1	1				2
Conduit /Ground Box Details	4	1	1				2
SHEETS & HOURS SUBTOTAL		5	5	0	0	0	
SUBTOTAL LABOR COSTS		\$850.00	\$625.00	\$0.00	\$0.00	\$0.00	
QUANTITY TAKE OFFS AND QUANTITY SUMMARIES							
30% PS&E Submittal	2	1	4	16	24	4	49
90% PS&E Submittal	2	1	2	4	8	4	19
100% PS&E Submittal	2	1	1	2	2	4	10
SHEETS & HOURS SUBTOTAL		3	7	22	34	12	
SUBTOTAL LABOR COSTS		\$510.00	\$775.00	\$2,200.00	\$3,230.00	\$720.00	
CONSTRUCTION COST ESTIMATE MATERIALS							
Preliminary Cost Estimate (30% submittal)		2	2	6		1	11
90% Cost Estimate		2	2	4		1	9
Final Cost Estimate		2	4	2		2	10
SHEETS & HOURS SUBTOTAL		6	8	12	0	4	
SUBTOTAL LABOR COSTS		\$1,020.00	\$1,000.00	\$1,200.00	\$0.00	\$240.00	

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

Cobb Fendley & Associates

GANTRY DESIGN

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	PROJECT ENGINEER II	PROJECT ENGINEER I (EIT)	TECHNICIAN III (DESIGNER)	CLERICAL	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$170.00	\$125.00	\$100.00	\$95.00	\$60.00	
PREPARATION AND SUBMITTALS - OFFICE							
30% Submittal		8	16	24	32		80
90% Submittal		8	16	24	32		80
Assemble 100% Plans, Specs, & Cost Est		8	16	24	32		80
Prepare Addenda		1	3	3		1	8
SHEETS & HOURS SUBTOTAL		25	51	75	96	1	
SUBTOTAL LABOR COSTS		\$4,250.00	\$6,375.00	\$7,500.00	\$9,120.00	\$60.00	
PROJECT MANAGEMENT							
Coordination with PMC		48	48				96
SHEETS & HOURS SUBTOTAL		48	48	0	0	0	
SUBTOTAL LABOR COSTS		\$8,160.00	\$6,000.00	\$0.00	\$0.00	\$0.00	

**ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

DIRECT EXPENSES

FIBER AND CONDUIT DESIGN

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
Plans (3 submittals, 150 sheets, 1 sets per submittal)	450	\$0.60	sheet	
Mylar	150	\$3.00	sheet	
Travel	1750	\$0.51	mile	
Delivery	15	\$20.00	EA	
SUBTOTAL CONDUIT AND FIBER DESIGN DIRECT EXPENSES				

GANTRY DESIGN

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
Plan Copies (3 submittals, 1 sets per submittal)	900	\$0.60	sheet	
Specifications (300 sheets, 1 submittal)	300	\$0.60	sheet	
Mylar	150	\$12.00	sheet	
Travel	1200	\$0.51	mile	
Delivery	10	\$20.00	bp	
SUBTOTAL TOLL GANTRY DIRECT EXPENSES				

TOTAL DIRECT EXPENSES

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**ATTACHMENT B-1
COMPENSATION FOR ADDITIONAL SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

MAXIMUM LOADED SALARY RATES

COBB FENDLEY & ASSOCIATES	
LABOR CLASSIFICATION	HOURLY RATE
Senior Project Manager	\$170.00
Project Manager	\$155.00
Project Engineer III	\$145.00
Project Engineer II	\$125.00
Project Engineer I	\$100.00
Technician III	\$95.00
Technician II	\$85.00
Technician I	\$75.00
Administrative	\$85.00
Clerical	\$60.00

DIRECT EXPENSES

COBB FENDLEY & ASSOCIATES		
DESCRIPTION	RATE	UNIT
Courier, Special Equipment, Rental		Cost +10%
Mileage	IRS approved rate	
Other Misc.		Cost +10%
In -House Reproduction	\$0.60	Each
Colot prints(up to 11x17)	\$1.50	Each
Color prints(larger 11x17)	\$3.00	SF
Blue Lines (All Sizes)	\$1.00	Each
Bond Prints (All Sizes)	\$2.00	Each
Mylar Prints	\$12.00	Each
Vellum Prints	\$9.00	Each

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 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, 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."