

## **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 TEDSI Infrastructure Group, 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 \$257,317.80. 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 \$257,317.80, 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:

TEDSI Infrastructure Group  
10260 Westheimer, Suite 460  
Houston, TX 77042  
Attn: Jules M. Morris, Jr., 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

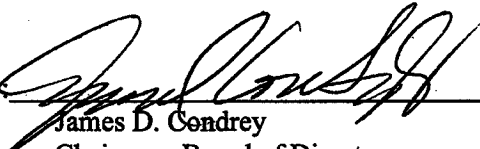
The Appendices attached to this Agreement, which consists of:

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 18<sup>th</sup> day of May, 2011.

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

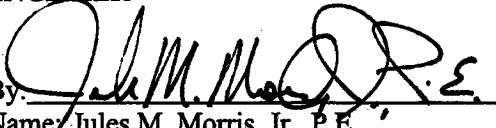
By   
James D. Condrey  
Chairman, Board of Directors

ATTEST:

By 

Secretary, Board of Directors

TEDSI Infrastructure Group, Inc.  
ENGINEER

By   
Name: Jules M. Morris, Jr., P.E.  
Title: Vice President

**ATTACHMENT A  
SCOPE OF SERVICES**

**FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) – SEGMENT D  
SIGNING AND ILLUMINATION DESIGN SERVICES**

Sections 1 thru 10: Station Limits: 678+85 to 1355+00 (approximate)

The design services described herein are associated with the construction of mainlane toll bridges from just North of Westpark Tollway/FM 1093 to North of US 59 along approximately 12.87 miles of SH 99 by the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA). The services provided herein include: 1) Sign Schematic and 2) Illumination Design. TxDOT design criteria is to be utilized for this project in addition to the criteria developed by the Program Management Consultant (PMC) in the Program Management Plan (PMP). The design to be performed is based on the following terms and conditions:

- a. The Program Team Members (PTMs) and/or PMC will provide TEDSI Infrastructure Group (TEDSI) with Microstation® CADD files containing all existing survey information, including existing roadway features and utilities. This survey shall also locate all traffic related items, such as existing signs, and existing illumination poles. TEDSI shall be provided with proposed roadway design files from the various section design engineers/PTMs assigned to this project corridor.
- b. All design drawings shall be produced utilizing Microstation® CADD software with graphics files in accordance with PMP requirements and procedures. TEDSI shall coordinate fully with the PMC to assure consistency in the development of all CADD drawings.
- c. TEDSI will coordinate with Centerpoint Energy for service outlet locations required for all Roadway Illumination.
- d. Except where not possible, TxDOT and/or FBGPTRA standard detail drawings will be utilized for this project.
- e. The PMC shall furnish TEDSI with all available existing roadway plans, pavement design and illumination design record drawings.
- f. The PMC will provide TEDSI with all necessary geotechnical information required to complete the design for illumination and large overhead signing structure foundations.
- g. This scope of work by TEDSI **does not** include Construction Support Services.
- h. The PS&E's developed herein will be prepared as ten (10) separate complete bid packages for insertion into the Program Team Members (PTMs) roadway design packages.

**SIGN SCHEMATIC**

TEDSI shall develop large guide sign schematic in accordance with FBGPTRA/TxDOT design guidelines and the *Texas Manual on Uniform Traffic Control Devices (TxMUTCD) for Streets and Highways* (latest revision). All such design shall be based on roadway design as provided by the Program Team Members (PTMs). TEDSI shall perform an inventory of all existing large and small signage throughout the Project. This inventory shall be used as a basis for determining all required proposed signing.

- **Large Guidesign Schematic** – the schematic will be developed by TEDSI and approved by FBGPTRA and PMC prior to design of the large overhead signs. Schematic will be provided in the form of a roll plot. Large overhead and ground mounted guide signs will not be sized for the schematic and will be shown as conceptual illustration.
- **Existing Large and Small Signing Inventory** (to identify all existing signs).

- **General Notes and Specifications Data** (Coordinate with the PMC for the selection of general notes and specifications applicable to the design section. The PMC will supply standard general notes and specifications. TEDSI will modify the notes and specifications to conform to the specific requirements for the section).

#### **ROADWAY ILLUMINATION DESIGN**

TEDSI shall design plans and details and prepare drawings for roadway safety illumination for the merge/diverge areas at the mainline toll bridge ramp/frontage roads throughout the limits of the Project. This design will be comprised of single arm light standards and standard underpass lighting at all grade separations for all mainline toll bridges. All design shall conform to TxDOT/FBGPTRA, AASHTO and IESNA requirements and shall coordinate fully with any existing illumination located adjacent to the Project.

Plan layouts shall be prepared in English units at 1"=100' scale, on 11"x17" drawings. Underpass lighting layouts shall be prepared at 1"=40' scale, on 11"x17" drawings. The roadway illumination design drawings shall generally consist of the following:

- **Illumination Layouts** (to show location of all poles, conduit, ground boxes and electrical service required for a complete roadway illumination package).
- **Circuit Wiring Diagrams** (to quantify the number of allowable light fixtures per circuit and to detail in schematic fashion the electrical circuit).
- **Underpass Lighting Layouts** (to show location of all underpass lighting, conduit under the overpasses).
- **Illumination Details** (to show special details for underpass lighting on bents, columns and/or retaining wall and bridge lighting and conduit installation).
- **Electrical Service Data Sheet** (to identify specific type and electrical load for each service pole)
- **Illumination Summary** (to quantify all materials necessary for a complete illumination package).
- **TxDOT Standard Detail Drawings** (Insert TxDOT standard detail sheets).
- **General Notes and Specifications Data** (Coordinate with the PMC for the selection of general notes and specifications applicable to the design section. The PMC will supply standard general notes and specifications. TEDSI will modify the notes and specifications to conform to the specific requirements for the section).

**Note:** *Since all guide sign sheeting shall be high intensity, diamond grade reflectivity, there will be no guide sign illumination design provided for within this work scope. Toll gantry lighting, Intersection safety lighting and temporary illumination is not part of this scope.*

#### **PREPARATION AND SUBMITTAL OF PS&E**

TEDSI shall provide submittals for the design, for interim progress reviews by FBGPTRA at the, 60%, 90%, 95% and final completion stage. A 30% submittal will be provided for large signing schematic only for review and approval prior to 60% submittal. Two (2) sets of legible 11"x17" bond plot of construction drawings, construction cost estimate, and electronic file of the drawings in Microstation V8 format at 60%, 90% and 95% and final milestones will be submitted to the PTMs for insertion in their plans for review submittals. Final Bid Ready set of drawings shall also include one (1) reproducible Mylar set.

#### **PROJECT MANAGEMENT AND COORDINATION**

This task will include the following items:

- Prepare monthly progress report and invoices and project administration.
- Attend coordination and interim review meetings at PMC office (6 meetings).
- Coordination with PMC.
- Coordination with PTMs for ten (10) sections.
- Coordination and meeting with Centerpoint Energy and toll gantry PTM for electrical services.
- QAQC review and coordination.

**SCHEDULES**

- Section 3 and Section 10 – April 2012
- Sections 2, and 5 thru 9 – November 2011
- Section 1 and Section 4 – TBD

**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**  
**SECTIONS 1 THRU 10 TRAFFIC ENGINEERING DESIGN SERVICES**  
 Station Limits: 676+85 to 1355+00 (approximate)

**PRIME PROVIDER: TEDSI INFRASTRUCTURE GROUP**

WORK TASK	DESCRIPTION	TEDSI INFRASTRUCTURE GROUP	TOTAL
1	SECTION 1 THRU 10 - SIGNING SCHEMATIC	\$26,484.36	\$26,484.36
2	SECTION 1 - ILLUMINATION	\$24,321.32	\$24,321.32
3	SECTION 2 - ILLUMINATION	\$15,097.16	\$15,097.16
4	SECTION 3 - ILLUMINATION	\$30,879.46	\$30,879.46
5	SECTION 4 - ILLUMINATION	\$15,097.16	\$15,097.16
6	SECTION 5 - ILLUMINATION	\$15,097.16	\$15,097.16
7	SECTION 6 - ILLUMINATION	\$12,933.80	\$12,933.80
8	SECTION 7 - ILLUMINATION	\$12,933.80	\$12,933.80
9	SECTION 8 - ILLUMINATION	\$12,933.80	\$12,933.80
10	SECTION 9 - ILLUMINATION	\$15,097.16	\$15,097.16
11	SECTION 10 - ILLUMINATION	\$25,244.34	\$25,244.34
12	PREPARATION AND SUBMITTAL OF PS&E	\$8,363.44	\$8,363.44
13	PROJECT MANAGEMENT AND COORDINATION	\$39,699.84	\$39,699.84
	DIRECT EXPENSES	\$3,135.00	\$3,135.00
<b>PERCENTAGE OF WORK BY PROVIDER</b>		<b>100.0%</b>	<b>100.0%</b>

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

**SECTIONS 1 THRU 10 TRAFFIC ENGINEERING DESIGN SERVICES**

Station Limits: 678+85 to 1355+00 (approximate)

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	Project Manager	Traffic Engineer	Project Designer	Engineering Designer	CADD Technician	Project Administrator	Clerical	TOTAL LABOR HRS & COSTS
<b>LABOR RATE PER HOUR</b>		\$214.81	\$210.16	\$161.91	\$136.87	\$109.33	\$90.14	\$95.66	\$85.64	
Large GuideSign Schematic			12	16	24		46			100
Existing Large and Small Signing Inventory					4	20				24
ILLUMINATION DETAILS	4			4	8	20	48			80
General Notes and Specification Data (Signing and Illumination)				4	8				12	24
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	12	24	44	40	96	0	12	
<b>SUBTOTAL LABOR COSTS</b>		\$0.00	\$2,521.92	\$3,885.84	\$6,022.28	\$4,373.20	\$8,653.44	\$0.00	\$1,027.68	
<b>SECTION 1</b>										
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	7			4	12	32	120			168
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	6	29	47	158	0	0	
<b>SUBTOTAL LABOR COSTS - SECTION 1</b>		\$0.00	\$0.00	\$971.46	\$3,969.23	\$5,138.51	\$14,242.12	\$0.00	\$0.00	
<b>SECTION 2</b>										
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	3			4	8	12	48			72
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	6	25	27	86	0	0	
<b>SUBTOTAL LABOR COSTS - SECTION 2</b>		\$0.00	\$0.00	\$971.46	\$3,421.75	\$2,951.91	\$7,752.04	\$0.00	\$0.00	
<b>SECTION 3</b>										
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	5			4	12	24	80			120
Circuit Diagrams	2			4	8	12	24			48
Underpass Lighting Layouts	4			8	16	32	40			96
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				2	4	10			16
Standard Detail Drawings (TXDOT)	12					1	1			2
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	16	43	73	160	0	0	
<b>SUBTOTAL LABOR COSTS - SECTION 3</b>		\$0.00	\$0.00	\$2,590.56	\$6,885.41	\$7,981.09	\$14,422.40	\$0.00	\$0.00	

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

**SECTIONS 1 THRU 10 TRAFFIC ENGINEERING DESIGN SERVICES**

Station Limits: 678+85 to 1355+00 (approximate)

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	Project Manager	Traffic Engineer	Project Designer	Engineering Designer	CADD Technician	Project Administrator	Clerical	TOTAL LABOR HRS & COSTS
<b>LABOR RATE PER HOUR</b>		\$214.81	\$210.16	\$161.91	\$138.87	\$109.33	\$90.14	\$85.66	\$85.64	
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	3			4	8	12	48			72
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	6	25	27	86	0	0	
<b>SUBTOTAL LABOR COSTS - SECTION 4</b>		\$0.00	\$0.00	\$971.46	\$3,421.75	\$2,951.91	\$7,762.04	\$0.00	\$0.00	
<b>SECTION 5</b>										
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	3			4	8	12	48			72
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	6	25	27	86	0	0	
<b>SUBTOTAL LABOR COSTS - SECTION 5</b>		\$0.00	\$0.00	\$971.46	\$3,421.75	\$2,951.91	\$7,762.04	\$0.00	\$0.00	
<b>SECTION 6</b>										
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	2			4	8	12	24			48
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	6	25	27	62	0	0	
<b>SUBTOTAL LABOR COSTS - SECTION 6</b>		\$0.00	\$0.00	\$971.46	\$3,421.75	\$2,951.91	\$5,588.98	\$0.00	\$0.00	



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

**SECTIONS 1 THRU 10 TRAFFIC ENGINEERING DESIGN SERVICES**

Station Limits: 678+85 to 1355+00 (approximate)

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	Project Manager	Traffic Engineer	Project Designer	Engineering Designer	CADD Technician	Project Administrator	Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$214.81	\$210.16	\$161.91	\$136.87	\$109.33	\$90.14	\$95.68	\$85.64	
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	2			4	8	12	24			48
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
SHEETS & HOURS SUBTOTAL		0	0	6	25	27	62	0	0	
SUBTOTAL LABOR COSTS - SECTION 7		\$0.00	\$0.00	\$971.46	\$3,421.75	\$2,951.91	\$5,585.68	\$0.00	\$0.00	
<b>SECTION 8</b>										
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	2			4	8	12	24			48
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
SHEETS & HOURS SUBTOTAL		0	0	6	25	27	62	0	0	
SUBTOTAL LABOR COSTS - SECTION 8		\$0.00	\$0.00	\$971.46	\$3,421.75	\$2,951.91	\$5,585.68	\$0.00	\$0.00	
<b>SECTION 9</b>										
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	3			4	8	12	48			72
Circuit Diagrams	1			2	4	6	12			24
Underpass Lighting Layouts	1				4	8	12			24
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				4		8			12
Standard Detail Drawings (TXDOT)	12					1	1			2
SHEETS & HOURS SUBTOTAL		0	0	6	26	27	86	0	0	
SUBTOTAL LABOR COSTS - SECTION 9		\$0.00	\$0.00	\$971.46	\$3,421.75	\$2,951.91	\$7,752.04	\$0.00	\$0.00	

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

**SECTIONS 1 THRU 10 TRAFFIC ENGINEERING DESIGN SERVICES**

Station Limits: 678+85 to 1355+00 (approximate)

TASK DESCRIPTION	NUMBER OF SHEETS	Senior Project Manager	Project Manager	Traffic Engineer	Project Designer	Engineering Designer	CADD Technician	Project Administrator	Clerical	TOTAL LABOR HRS & COSTS
<b>LABOR RATE PER HOUR</b>		\$214.81	\$210.16	\$161.91	\$136.87	\$109.33	\$90.14	\$95.66	\$85.64	
<b>ROADWAY ILLUMINATION DESIGN</b>										
Illumination Layouts	4			4	8	20	64			96
Circuit Diagrams	2			4	8	12	24			48
Underpass Lighting Layouts	3			4	8	12	48			72
Electrical Service Data Sheet	1				5		5			10
Illumination Summary	1				2	4	10			16
Standard Detail Drawings (TXDOT)	12					1	1			2
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	12	31	49	152	0	0	
<b>SUBTOTAL LABOR COSTS - SECTION 10</b>		\$0.00	\$0.00	\$1,942.92	\$4,242.97	\$5,357.17	\$13,701.28	\$0.00	\$0.00	
<b>PREPARATION AND SUBMITTAL OF PLANS (Lighting and Illumination)</b>										
Prepare 60% Submittal				2		8	8		2	20
Prepare 90% Submittal				2		8	8		2	20
Prepare 95% Submittal				2		8	8		2	20
Prepare 100% / Final Submittal				2		8	8		2	20
<b>SHEETS &amp; HOURS SUBTOTAL</b>		0	0	8	0	32	32	0	8	
<b>SUBTOTAL LABOR COSTS</b>		\$0.00	\$0.00	\$1,295.28	\$0.00	\$3,498.56	\$2,894.48	\$0.00	\$885.12	
<b>PROJECT MANAGEMENT AND COORDINATION (Lighting &amp; Illumination)</b>										
Prepare Monthly Progress Reports and Invoices		8	12					24		44
Attend Coordination and Review Meetings at PMC office (6 meetings)			12	8						20
Coordination with PMC			12							12
Coordination with PTMs for ten (10) Sections			12	24						36
Coordination and meeting with Centerpoint Energy				8	8				4	20
QA/QC Review and Coordination		40	40						8	88
<b>SHEETS &amp; HOURS SUBTOTAL</b>		48	88	40	8	0	0	24	12	
<b>SUBTOTAL LABOR COSTS</b>		\$10,310.88	\$18,494.08	\$6,476.40	\$1,094.95	\$0.00	\$0.00	\$2,295.84	\$1,027.68	

**TEDSI INFRASTRUCTURE GROUP**

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
Mileage	600	\$0.51	MILE	
Photocopies/Plots (11"x17")	5500	\$0.20	EA	
Mylar Plots (11"x17")	543	\$3.00	EA	
Deliveries	4	\$25.00	EA	
SUBTOTAL DIRECT EXPENSES				

DESCRIPTION	SHTS BY WORK TASK	HRS BY WORK TASK	TOTAL COSTS BY WORK TASK
SECTIONS 1 THRU 10			
SECTION 1			
SECTION 2			
SECTION 3			
SECTION 4			
SECTION 5			
SECTION 6			
SECTION 7			
SECTION 8			
SECTION 9			
SECTION 10			
PREPARATION AND SUBMITTAL OF PS&E (Spiraling and Illustration)			
PROJECT MANAGEMENT AND COORDINATION (Spiraling & Illustration)			
TOTAL LABOR COSTS			

TOTAL COSTS FOR TESI INFRASTRUCTURE GROUP ONLY	\$264,182.80
NON-SALARY (DIRECT EXPENSES)	\$3,195.00
TOTAL TESI INFRASTRUCTURE GROUP	

### MAXIMUM LOADED SALARY RATES

**Note: The Hourly rates shown above are effective for the first year of the approved contract and are subject to an annual escalation rate of 4% effective on the contract anniversary date.**

TEDSI INFRASTRUCTURE GROUP		
DESCRIPTION	RATE	UNIT
Mileage	at current IRS rate	Mile
Outside Reproduction		
Mylars (11"x17")	at cost	EA
Photocopies (11"x17")	at cost	EA
Photocopies (8.5"x11")	at cost	EA
Deliveries	at cost	EA
Tolls, Parking	at cost	EA
In-House Reproduction and Plotting		
Paper Plots (11"x17")	\$0.25	EA
Mylar Plots (11"x17")	\$3.00	EA
Photocopies (11"x17")	\$0.25	EA
Photocopies (8.5"x11")	\$0.50	EA
Paper Roll Plots (36")	\$2.00	LF
Full size plotting	\$6.00	EA

PAGE 1 OF 1

### **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."



700 Milam, Suite 500  
Houston, Texas 77002

713.654.8661 Direct

**Cliff L. Kavanaugh**  
Managing Director

cliff.kavanaugh@firstsw.com

May 12, 2011

Board of Directors  
Fort Bend Grand Parkway Toll Road Authority  
% Allen Boone Humphries Robinson L.L.P.  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

RE: Issuance of Bonds for Grand Parkway

Dear Board Members:

In connection with the financing of construction of toll facilities for the Grand Parkway, the Bonds are anticipated to be issued this year on a negotiated basis. We recommend the following firms be designated as underwriters for the proposed transaction:

Citigroup Global Markets Inc.	- Co. Senior Manager
Merrill Lynch	- Co. Senior Manager
Loop Capital Markets LLC	- Co. Manager
Morgan Keegan & Co., Inc.	- Co. Manager
RBC Capital Markets	- Co. Manager

If you have any questions regarding this recommendation, please do not hesitate to give me a call.

Sincerely yours,

Cliff L. Kavanaugh  
Managing Director

cc: Honorable, Robert E. Hebert, County Judge  
Mr. Joe B. Allen, Allen Boone Humphries Robinson L.L.P.  
Mr. Richard Muller, Allen Boone Humphries Robinson L.L.P.