

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a local government corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBCTRA" and Halff Associates, Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBCTRA operates a toll road system in Fort Bend County, Texas (the "County"), that includes (i) the Fort Bend Parkway, which extends from Beltway 8 at the Harris County-Fort Bend County line south to Sienna Parkway, (ii) the Westpark Tollway, which extends from its connection to the Harris County Westpark Tollway at the Harris County-Fort Bend County line westward to just east of the intersection of FM 359 and FM 1463 (such toll road system is referred to herein as the "TRA System"). The TRA System may include such other project or projects, or interests therein, within which the Fort Bend Parkway and Westpark Tollway may be pooled pursuant to applicable law;

WHEREAS, the Fort Bend Grand Parkway Toll Road Authority ("FBGPTRA") operates a separate toll road system in the County that includes tolled overpasses and reconstructed mainlanes from U.S. 59 to and including the intersection of FM 1093 ("Westpark"), within the boundaries of Segment D of the Grand Parkway/SH 99 project (such toll road system is referred to herein as the "GPTRA System"). The GPTRA System may include any other portion of or improvement to the portions of the Grand Parkway/SH 99 projected located in the County, including Segment C, as well as any other project or project segments which may be pooled with the GPTRA System under applicable law;

WHEREAS, on its own behalf and on behalf of the FBGPTRA, the FBCTRA desires to enter into an agreement with Engineer for the performance of services for both the TRA System and the GPTRA System that are within the scope of services described in Attachment A ("Scope of Services"), provided that costs incurred hereunder will be invoiced and accounted for separately for the TRA System and the GPTRA System, respectively;

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 FBCTRA for the TRA System and to FBCTRA, for the benefit of FBGPTRA, for the GPTRA System, in each case as described in the Scope of Services in Attachment A. The references in Attachment A to the "Authority" shall include, respectively, FBCTRA individually, and FBCTRA, acting on behalf of FBGPTRA, and the references to toll road system shall include, respectively, the TRA System and the GPTRA System.

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 Agreement is \$150,000. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.
- b. Compensation for the performance of services within the Scope of Services described in Attachment A will be paid, in an amount not to exceed the Maximum Compensation, for time and materials, with fees for hourly services based on actual billing rates of each employee working on a task included in the Scope of Services. The maximum billing rates are shown in Attachment B for each anticipated labor category. Rates shown are per hour unless otherwise noted. Such maximum rates are subject to a yearly escalation factor of 4% effective on the anniversary of the effective date of this Agreement. The Engineer shall furnish satisfactory documentation of such work (e.g. timesheets, billing rates, classifications, invoices, etc.) as may be required by FBCTRA.
- b. All performance of the Scope of Services and any services outside the Scope of Services ("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 FBCTRA, 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 FBCTRA. Payment will be made (i) on the basis of project progress to be billed monthly, and, for Additional Services, (ii) on the basis of time and expense records, and, in accordance with those payment procedures set forth in subsection 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 pre-approved and pre-authorized Additional 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 FBCTRA, 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 FBCTRA 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 FBCTRA separate invoices so that services performed on the TRA System and the GPTRA System are billed separately, with each invoice showing the amounts due for services performed for each toll road system, respectively, during the previous month, and further setting forth

separately work for the Scope of Services under this Agreement and work for any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBCTRA). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to County employees established by the Fort Bend County Auditor (the "Auditor"). The FBCTRA 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 FBCTRA within thirty (30) calendar days after the FBCTRA'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. The Engineer will maintain the delivery schedule to be provided by the FBCTRA.

This Agreement will terminate upon the Engineer's completion of the Scope of Services to the satisfaction of the FBCTRA.

4. The FBCTRA's Option to Terminate

- a. The FBCTRA 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 FBCTRA shall compensate the Engineer in accordance with Section 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBCTRA. The Engineer's final invoice for said services will be presented to and paid by the FBCTRA in the same manner set forth in Section 2(d), above.
- b. Termination of this Agreement and payment as described in subsection (a) of this section shall extinguish all rights, duties, obligations, and liabilities of the FBCTRA 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 Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBCTRA terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The FBCTRA'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 FBCTRA by virtue of this Agreement or otherwise. Failure of the FBCTRA 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 FBCTRA within 30 days of the Termination Date or upon Engineer's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed under this Agreement. FBCTRA's right to inspect shall survive 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 FBCTRA, subject to all of the following terms and conditions; provided, however, FBCTRA shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until completion or termination of this Agreement, as applicable. Engineer will deliver the Documents to FBCTRA within 30 days of the completion or 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 FBCTRA will use the Documents solely in connection with the TRA System and GPTRA System, respectively, 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 FBCTRA's sole risk and without liability or legal exposure to Engineer.

FBCTRA 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 FBCTRA 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 FBCTRA, all of Engineer's 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 FBCTRA or FBGPTRA that Engineer is permitted to use in connection with the services will not be used without FBCTRA's consent and shall remain the sole and exclusive properties of FBCTRA and FBGPTRA, respectively, 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 FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBCTRA 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 FBCTRA'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 FBCTRA, is incompetent, or, by his conduct, becomes detrimental to the services provided hereunder, shall, upon request of the FBCTRA, immediately be removed from association with this Agreement.
- 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 FBCTRA

As applicable, 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 FBCTRA. Responsibility to the FBCTRA for sublet work shall remain with the Engineer.

10. Conference

At the request of the FBCTRA, the Engineer shall attend or provide appropriate personnel for conferences at its offices or attend or provide appropriate personnel for conferences at the various offices of the FBCTRA, or at the site of the work performed hereunder, and shall permit inspections of its offices by the FBCTRA, or others when requested by the FBCTRA.

11. Appearance as Witness

If requested by the FBCTRA, or on its behalf, the Engineer shall, as an Additional Service, prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the TRA System and the GPTRA System, respectively, and, further, it shall prepare for and appear at

conferences at the office of the FBCTRA 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 TRA System and the GPTRA System, respectively. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be paid in accordance with Section 2(b).

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, and licensing laws and regulations. When required, the Engineer shall furnish the FBCTRA 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 D.

14. Indemnification

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

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBCTRA AND THE FBGPTRA, AND EACH OF THEIR DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, TO THE EXTENT 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 FBCTRA OR THE FBGPTRA OR STRICT LIABILITY IMPOSED UPON THE FBCTRA OR THE FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBCTRA OR 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 FBCTRA 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. Option to Terminate," if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBCTRA and the Engineer agree to submit the dispute to mediation. In the event the FBCTRA 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 Construction Industry Arbitration Rules and Mediation Procedures 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 FBCTRA 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.

15. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBCTRA under this Agreement, shall be delivered to the Fort Bend County Toll Road Authority, 1950 Lockwood Bypass, Richmond, Texas 77469, Attention: Mike Stone, 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 Halff Associates, Inc., 14800 St. Mary's Lane, Houston, Texas, 77079-2943, Attention: Steve Gbur, PE or such other place or places as the Engineer may designate by written notice delivered to the FBCTRA.

16. 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 FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBCTRA 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.

17. The FBCRA's Acts

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

18. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBCTRA and 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 FBCTRA or the FBGPTRA shall have any personal obligation hereunder.

19. 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.

20. 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.

21. Successors and Assigns

The FBCTRA 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.

22. Appendices

The Appendices attached to this Agreement, which consists of:

Attachment A	Scope of Services
Attachment B	Compensation for Scope of Services
Attachment C	Estimate for Maintenance Engineering Report
Attachment D	Insurance Requirements

23. Statutory Terms Applicable to State Political Subdivisions


- a. Engineer certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.
- b. Prior to execution of this Agreement by FBCTRA, the Engineer will be required to submit a Texas Ethics Commission Form 1295. Please see this website for details related to this disclosure: <https://www.ethics.state.tx.us/whatsnew/elf> info form1295.htm
- c. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of FBCTRA may be obtained by contacting the FBCTRA's records administrator at (281) 500-6050.

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 20th day of February 2023.

FORT BEND COUNTY TOLL ROAD
AUTHORITY, a Texas local government corporation

By: 
Name: Swapan Dhairyawan
Title: Secretary

HALLF ASSOCIATES, INC.
ENGINEER

By: 
Name: Michael Barbier
Title: Vice President

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

ATTACHMENT A

SCOPE OF SERVICES

General: The Engineer will use data provided by the Fort Bend Toll Road Authority and additional data gathered by the Engineer to evaluate the existing toll road system and prepare a report summarizing the required maintenance needs. The Engineer will also assist the Authority with implementation of the proposed maintenance program after it is adopted. This scope is intended to result in a comprehensive maintenance program that the Authority can adopt and follow to adequately maintain the toll road system. The services may include but are not limited to the following:

1. Visual evaluation of the toll road system
2. Review of system inspection report provided by others
3. Documentation of observed maintenance needs
4. Update of existing GIS mapping system
5. Prioritization of projects including high level construction cost estimates and schedules
6. Submit a Maintenance Engineering Program Report to be adopted by the Authority
7. Provide engineering design services as requested by the Authority
8. Provide construction inspection services as requested by the Authority
9. Perform any other duties requested by the Authority

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

The engineering fee for hourly services shall be based on actual billing rates of each employee working on a task included in the scope of services. The maximum billing rates are shown below for each anticipated labor category. Rates are per hour unless otherwise noted. These maximum rates are subject to a yearly escalation factor of 4% effective on the anniversary of the execution date of this contract. Milage will be billed at the current IRS rate. All other expenses (equipment, vehicles, phone, reproduction, deliveries, tolls, permits, base map services etc.) shall be reimbursed at rates agreed upon prior to initiating work.

Labor Category	Level	Maximum Billing Rate
Architect	I	\$100
	II	\$128
	III	\$189
	IV	\$223
	V	\$349
Engineer	I	\$123
	II	\$158
	III	\$206
	IV	\$276
	V	\$350
Scientist	I	\$97
	II	\$141
	III	\$185
	IV	\$233
	V	\$350
Landscape/ Planner	I	\$97
	II	\$131
	III	\$166
	IV	\$224
	V	\$350
Surveyor	I	\$104
	II	\$133
	III	\$155
	IV	\$200
	V	\$332
Field Tech	I	\$75
	II	\$96
	III	\$123
	IV	\$158
	V	\$209

Labor Category	Level	Maximum Billing Rate
Office Tech	I	\$75
	II	\$95
	III	\$122
	IV	\$158
	V	\$263
Administrative	I	\$70
	II	\$96
	III	\$123
	IV	\$156
	V	\$350
Inspector	I	\$90
	II	\$116
	III	\$132
	Senior	\$144
	Chief	\$160
Intern		\$90
UAS LIDAR		\$2,200/day
MX9 Mobile LIDAR		\$3,000/day
MX7 Mobile LIDAR		\$1,500/day
1-Man Survey Crew		\$125
2-Man Survey Crew		\$190
3-Man Survey Crew		\$245
4-Man Survey Crew		\$280
1-Man Terrestrial HDS		\$245
2-Man Terrestrial HDS		\$325
FAA 107 UAS Pilot		\$250
Designating 1-Man		\$110
Designating 2-Man		\$220
Potholing QL-A, 1-Man		\$163
Potholing QL-A, 2-Man		\$325
Spar Designating 2 Man		\$285

ATTACHMENT C

ESTIMATE FOR MAINTENACE ENGINEERING REPORT

The estimates below are high-level estimates of resources required to evaluate the current roadway system and provide a summary of findings and maintenance recommendations. The fees and schedule shown may vary significantly depending on several factors including but not limited to format and detail of the system inspection report provided by others, weather conditions during visual evaluation phase, required modifications of the existing GIS system, and number of coordination meetings required. The engineering fee shall be billed hourly based on actual billing rates of each employee working on a task included in the scope of services (up to the maximum rates listed in Attachment B).

Schedule Estimate

(Some tasks may be performed simultaneously when possible)

- Visual evaluation of the toll road system: 3 weeks
- Review of system inspection report: 2 weeks
- Update GIS Mapping system: 3 weeks
- Prioritization of projects: 2 weeks
- Maintenance Engineering Report Preparation: 2 weeks
- **Total Estimated Timeline:** **3 Months from NTP**

Fee Estimate

- Visual evaluation of the toll road system: \$15,000
- Review of system inspection report: \$10,000
- Update GIS Mapping system: \$10,000
- Prioritization of projects: \$15,000
- Maintenance Engineering Report Preparation: \$10,000
- **Total Estimated Fee:** **\$60,000**

Attachment D

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."