

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend Grand Parkway Toll Road Authority, a Texas local government corporation organized and operating under the laws of the State of Texas, hereinafter called the “FBGPTRA” and Kimley-Horn and Associates, Inc., hereinafter called “Engineer.”

WITNESSETH

WHEREAS, the FBGPTRA proposes to provide a third party peer review for the conceptual design of a roundabout at the SH 99 and John Sharp Road intersection as part of the design the Northbound and Southbound main lanes of the Fort Bend Grand Parkway Toll Road (SH 99), Segment D, between approximately FM 1464 and W. Airport Blvd. (Project Number 126-1011), in Fort Bend County, Texas, (the “Project”);

WHEREAS, the FBGPTRA desires to enter into an agreement with Engineer for the performance of services during the Projects, that are within the scope of services in Attachment A (“Scope of Services”);

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.

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 \$33,800. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum basis in an amount not to exceed \$33,800, as shown on Attachment B.

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 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 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 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 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 before the first Monday of each month during the performance of services hereunder and on or before the first Monday of the month following completion of all services hereunder, the Engineer shall submit to the FBGPTRA one (1) copy of invoice showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for any 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 (the “County”) employees established by the Fort Bend County Auditor (the “Auditor”). The FBGPTRA shall review such invoices and approve them within 30 calendar days from the first Monday of the month 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. The Engineer will maintain the delivery schedule to be provided by the FBGPTRA. The Engineer shall not have liability for or be deemed in breach because of delay s caused by any factor outside of Its reasonable control, including but not limited to natural disasters, adverse weather, or acts of FBGPTRA, third parties, or governmental agencies.

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

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 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 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 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 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 Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBGPTRA 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 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 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

Upon written notice (including email), 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

Upon payment in full for undisputed amounts of Engineer's services, 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 completion or termination of this Agreement, as applicable. Engineer will deliver the Documents to FBGPTRA 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 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 FBGPTRA'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'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 FBGPTRA that Engineer is permitted to use in connection with the services will not be used without FBGPTRA's consent and shall remain 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

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 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, as an Additional Service, 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 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 paid in accordance with Section 2(b).

12. Compliance with Laws

The Engineer shall exercise the professional standard of care to 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 or 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 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 CAUSED BY, 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. 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 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, 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 Kimley-Horn and Associates, Inc., 13455 Noel Rd, Two Galleria Office Tower, Suite 700, Dallas, Texas, 75240, Attention: Jay VonAhsen, PE 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. 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 FBGPTRA, 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 FBGPTRA may be obtained by contacting the FBGPTRA's records administrator at (281) 500-6050.

24. Appendices

The Appendices attached to this Agreement, which consists of:

Attachment A	Scope of Services
Attachment B	Compensation for Scope of Services
Attachment C	Insurance Requirements

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts.

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

By: 

Name: Swapan Dhairawan

Title: Secretary

Kimley-Horn and Associates, Inc.
ENGINEER

By: 

Name: Bradley J. Hill

Title: Regional Contract Lead

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

Fort Bend Grand Parkway Toll Road Authority, Segment D John Sharp Road Interchange Geometrics and Third-Party Peer Review

Kimley-Horn will provide the services specifically set forth below.

Task 1. Project Meetings

Kimley-Horn staff will attend up to four (4) teleconference meetings with the Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) to discuss the conceptual interchange traffic analysis prepared by others and proposed design of modern roundabouts, and to gather FBGPTRA comments related to milestone submittals by Kimley-Horn. Kimley-Horn will assist with scheduling, prepare for, and attend meetings with FBGPTRA representatives as requested by the FBGPTRA. Meeting notes will be documented by Kimley-Horn and shared with the FBGPTRA within five (5) business days of the meeting.

Task 2. Project Management and Quality Control

Kimley-Horn will maintain a project folder to be housed on the Dallas, TX server with project-related information.

Kimley-Horn will schedule and facilitate a kick-off meeting with FBGPTRA to discuss project-related design criteria, project constraints, schedule, deliverables, and the project's goals. This initial kick-off will be held via teleconference.

Kimley-Horn will provide monthly invoices along with a project status report highlighting the effort from associated month and the anticipated efforts for the following month in a format acceptable to or as provided by FBGPTRA. This scope of services assumes effort throughout three months of service (i.e. three separate invoices).

Kimley-Horn will provide internal quality control (QC) reviews for documents to be submitted to the FBGPTRA. QC reviews will be documented by Kimley-Horn and saved to the project folder.

Task 3. Data Collection

Kimley-Horn will request readily available project-related information from FBGPTRA to provide feasible and reasonable alternative interchange geometric solutions. The requested set of data collection may include, but not limited to, the following:

- a. Existing topography (2d and 3d files)
- b. Existing right-of-way, property lines, and easements
- c. Right-of-way maps
- d. Known environmental constraints
- e. Record drawings for SH 99 and John Sharp Drive within the project area.
- f. Proposed schematic roadway design for Grand Parkway within the project area.
- g. Historical traffic counts along SH 99 and John Sharp Road

- h. Traffic projections consisting of traffic volumes including existing, opening year and horizon year turning movements and ADT's, peak hour factors, approved growth rates and vehicle classifications.
- i. FBGPTRA CAD seed file with project coordinates and units definitions
- j. Any level/layer libraries and resource files to match the CAD/drafting standards used by FBGPTRA

Kimley-Horn will review and utilize the data provided to inform the conceptual design process. No additional data will be collected by Kimley-Horn.

Task 4. Modern Roundabout Interchange Conceptual Design

Interchange roundabouts (i.e. a dogbone roundabout) will be conceptually illustrated in MicroStation CAD software consistent with the FBGPTRA's procedures. FBGPTRA CAD files and .pdf images will be provided to the FBGPTRA for review and consideration. Up to three (3) iterations of conceptual roundabout design will be provided by Kimley-Horn. CAD files prepared by Kimley-Horn will consist of the following proposed elements:

- a. Face-of-curb line work (horizontal layout)
- b. Pavement markings
- c. Pedestrian facilities (crosswalk locations, sidewalk, shared-use path)
- d. Bridge column/bent locations (plan-view only)
- e. Roundabout Performance Checks
 - i. Design Vehicle WB-67(MOD) using AutoTURN software
 - ii. Theoretical Maximum Fastest Path Speeds (FHWA spline method)
 - iii. Phi angle / Entry angle
 - iv. Visibility-to-the-left
 - v. Path overlap
 - vi. Sight distance (stopping sight distance and intersection sight distance)

Roundabout performance checks will be provided in CAD format and are not scoped herein to be displayed on separate PDF exhibits.

Kimley-Horn will respond to three (3) rounds of FBGPTRA comments related to the conceptual roundabout design.

Task 5. Third-Party Roundabout Peer Review

Upon the FBGPTRA's concurrence with the proposed geometry for the interchange roundabout concept, Kimley-Horn will remain available for intermittent and up to three (3) formal milestone third-party peer reviews for the proposed roundabout. Kimley-Horn will provide comments and recommendations related to the roundabouts for geometry modifications, horizontal alignment locations, grading and vertical design, pavement markings, signage, jointing layouts, illumination, and landscaping.

Kimley-Horn will perform peer reviews in accordance with the scope, budget, and schedule agreed to with FBGPTRA. Peer reviews are based on our knowledge at the time of the peer review and is based on the documents provided to us by FBGPTRA. Our review may not disclose all errors or defects that might be in the documents. By conducting this limited evaluation, Kimley-Horn is not assuming responsibility for the content and accuracy of the civil construction drawings, which

remain the sole responsibility of the Engineer of Record.

Task 6. Deliverables

Prior to the Kick-off meeting, Kimley-Horn will prepare and submit to the FBGPTRA design criteria that establishes the design parameters to be used for the interchange roundabout geometry. This criteria will be relied upon during the conceptual design process.

Kimley-Horn will prepare CAD files that contain proposed elements outlined in Task 4. CAD files will be submitted to the FBGPTRA for FBGPTRA's review and use. Files will be provided in the format consistent with the FBGPTRA's procedures as communicated during the kick-off meeting.

Peer reviews will be conducted within CAD files and PDF files by Kimley-Horn provided by FBGPTRA.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation for and attendance at public, City or civic meetings
- Attendance at additional in-person meetings beyond the number specified within the scope of services
- Vissim animation (3-dimensional renderings) of the interchange
- Operational analysis
- Travel Demand Modeling and Traffic volume forecasting
- Design beyond the conceptual level

Information Provided By FBGPTRA

We will rely on the completeness and accuracy of all information provided by the FBGPTRA or the FBGPTRA's consultants or representatives. The FBGPTRA will provide reasonable available information requested by Kimley-Horn during the project, including but not limited to the items outlined in Task 3, Data Collection. FBGPTRA

Schedule

We will provide our services as expeditiously as practicable based on a mutually agreed upon schedule.

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES

Fort Bend Grand Parkway Toll Road Authority, Segment D
John Sharp Road Interchange Geometrics and Third-Party Peer Review

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Meetings (4) - four via conference call	\$ 1,400.00
Task 2	Project Management and Coordination	\$ 2,500.00
Task 3	Data Collection	\$ 2,200.00
Task 4	Modern Roundabout Interchange Conceptual Design – up to 3 iterations	\$ 15,600.00
Task 5	Third-Party Roundabout Peer Review (3)	\$ 9,600.00
Task 6	Deliverables	\$ 2,500.00
Total Lump Sum Fee		\$ 33,800.00

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."