

3. **Time of Performance.** Time for performance of the Scope of Services under this Agreement shall begin with AIG Tech's receipt of Notice to Proceed and shall end no later than May 23, 2026. AIG Tech shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.
4. **Compensation and Payment Terms.**
 - (a) AIG Tech's fees for the Services shall be calculated at the rate(s) set forth in the "Attachment A/ Estimated Fee" found in Exhibit "A" attached hereto. The Maximum Compensation to AIG Tech for the Services performed under this Agreement is One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). In no event shall the amount paid by County to AIG Tech under this Agreement exceed said Maximum Compensation without an approved change order.
 - (b) AIG Tech understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (c) County will pay AIG Tech based on the following procedures: Upon completion of the tasks identified in the Scope of Services, AIG Tech shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County 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 for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** AIG Tech understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. AIG Tech clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. AIG Tech does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that AIG Tech may become entitled to and the total maximum sum that County may become liable to pay to AIG Tech under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

6. **Non-appropriation.** AIG Tech understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify AIG Tech in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by AIG Tech.
8. **Insurance.** Prior to commencement of the Services, AIG Tech shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. AIG Tech shall provide certified copies of insurance endorsements and/or policies if requested by County. AIG Tech shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. AIG Tech shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/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 in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (d) 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.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of AIG Tech shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, AIG Tech warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.

AIG Tech shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the AIG Tech.

9. **Indemnity.** TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, AIG TECH SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, OR SUPPLIER COMMITTED BY AIG TECH OR AIG TECH'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH AIG TECH EXERCISES CONTROL. AIG TECH SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT AND SHALL FURNISH A CERTIFICATE OF INSURANCE FOR THE SAME SHOWING FORT BEND COUNTY, TEXAS AS AN ADDITIONAL INSURED.
10. **Public Information Act.** AIG Tech expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to AIG Tech for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by AIG Tech expressly marked as proprietary or confidential. County shall not be liable to AIG Tech for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. AIG Tech further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** AIG Tech shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. AIG Tech in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, AIG Tech shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of AIG Tech. AIG Tech and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
13. **Use of Customer Name.** AIG Tech may use County's name without County's prior written consent only in AIG Tech's customer lists. Any other use of County's name by AIG Tech must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** AIG Tech represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that AIG Tech shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of AIG Tech shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of AIG Tech or agent of AIG Tech who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, AIG Tech shall comply with, and will require that all AIG Tech's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to AIG Tech in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** AIG Tech acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by AIG Tech or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by AIG Tech shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by AIG Tech) publicly known or is contained in a publicly available document; (b) is rightfully in AIG Tech's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of AIG Tech who can be shown to have had no access to the Confidential Information.

AIG Tech agrees to hold Confidential Information in strict confidence, using at least the same degree of care that AIG Tech uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. AIG Tech shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, AIG Tech shall advise County immediately in the event AIG Tech learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and AIG Tech will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or AIG Tech against any such person. AIG Tech agrees that, except as directed by County, AIG Tech will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, AIG Tech will promptly turn over to County all documents, papers, and other matter in AIG Tech's possession which embody Confidential Information.

AIG Tech acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. AIG Tech acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

AIG Tech in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by AIG Tech as a part of its work under this Agreement, shall become the property of County upon completion or termination of this Agreement. AIG Tech shall promptly furnish all such data and material to County on request.
18. **Inspection of Books and Records.** AIG Tech shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of AIG Tech for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four years. Notwithstanding the foregoing, AIG Tech shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to AIG Tech. Upon termination of this Agreement by County, AIG Tech shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. AIG Tech's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to AIG Tech by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** AIG Tech may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and AIG Tech each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall AIG Tech release any material or information developed or received during the performance of Services hereunder unless AIG Tech obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to AIG Tech: AIG Technical Services, LLC
1500 S Dairy Ashford
Suite 445
Houston, Texas 77077

25. **Performance Representation.** AIG Tech represents to County that AIG Tech has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. AIG Tech shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
27. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
28. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
29. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
30. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
31. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, AIG Tech hereby verifies that AIG Tech and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AIG Tech does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AIG Tech does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, AIG Tech does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
32. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, AIG TECH ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
33. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
34. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
35. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and AIG Tech hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED:



J. Stacy Slawinski, County Engineer

AIG TECHNICAL SERVICES, LLC



Authorized Agent – Signature

Deepali Loney
Authorized Agent- Printed Name

CEO

Title

8/9/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A

(Follows Behind)



May 12, 2023

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
301 Jackson St., 4th Floor
Richmond, TX 77469

RE: Proposal for Professional Engineering Services
Support Services to Fort Bend County for the H-GAC 2023 TIP Call for Projects

Dear Mr. Slawinski:

AIG Technical Services, LLC (AIG Tech), is pleased to submit our proposal for Support Services to Fort Bend County for the H-GAC 2023 TIP Call for Projects. This proposal is based upon our project understanding and the terms and conditions of the Fort Bend County Standard Professional Services Agreement.

PROJECT UNDERSTANDING

Fort Bend County (FBC) intends to submit applications for transportation project funding as part of the Houston-Galveston Area Council's (H-GAC) 2023 TIP Call for Projects (Call). H-GAC seeks to commit federal and state funds allocated to the region to implement various projects over the next 5-10 years. Funding categories for these projects include the following:

- Regional Goods Movement
- Operational Improvements & Congestion Management
- High-Growth Area Needs
- Active Transportation
- Transit
- Major Projects
- Resiliency & State of Good Repair
- Safety

FBC is seeking assistance from AIG Technical Services (AIG Tech) to develop and submit Call applications which contain both quantitative and qualitative data and information. AIG Tech shall provide qualified staff to assist FBC in preparing and submitting federal funding applications for approximately 17 projects in the FBC project portfolio.

AIG Tech shall provide preliminary engineering to develop required narratives in the application including purpose, need, and scope. AIG Tech shall assist in the development of purpose and need, prepare a map for the project location, develop the generalized cost/benefit analysis,

recommend investment category for each project based on the investment criteria, organize information on project readiness and develop or update project budgets.

SCOPE OF SERVICES:

AIG Tech project activities will include project management, feasibility studies, and application preparation and submission.

1 Project Management

Project management includes meeting attendance, QA/QC, and preparation of progress reports and invoices.

1.1 Meeting Attendance

AIG Tech shall meet weekly (virtually) with FBC to discuss project progress, timelines, and status of deliverables. AIG Tech shall also attend scheduled monthly meetings of the H-GAC Transportation Policy Council (TPC), Transportation Advisory Council (TAC), and the TIP Subcommittee.

1.2 Project Coordination

AIG Tech will coordinate as necessary with FBC, H-GAC, TxDOT and other agencies to obtain relevant project information and application input.

1.3 Quality Assurance and Quality Control

AIG Tech shall perform quality assurance and quality control (QA/QC) reviews for each project application and supporting data. The Engineer shall provide documentation that the QA/QC reviews were performed by qualified staff.

1.4 Progress Reports and Invoicing

AIG Tech shall submit a written monthly progress report summarizing work accomplished during the month and the anticipated work to be accomplished for the coming month. AIG Tech shall also prepare monthly invoices in accordance with FBC invoicing procedures.

Deliverables

- Minutes for meetings with FBC
- Documentation of QA/QC reviews
- Monthly Progress Reports

2 Feasibility Studies

This task will include data collection, preparation of project maps, preliminary determination of ROW requirements, environmental impacts, and cost estimates/benefits.

2.1 Data Collection

AIG Tech shall collect readily available data as required for project applications. No field data collection is anticipated. Data could include available GIS files, crash data, available historic traffic counts, projected traffic volumes, as-built plans, BRINSAP data, and DCIS data. Relevant studies, reports, plans, drawings, and other such documents with pertinent background data will also be used in the performance of this work.

2.2 Project Maps

AIG Tech shall prepare GIS maps for each project application.

2.3 Preliminary Engineering

AIG Tech shall assist in the review of project information to determine the feasibility and reasonableness of the projects in terms of construction, operation, and satisfying project needs and goals. The Engineer shall reference as needed the latest versions of the Fort Bend County Engineering Design Manual, TxDOT Roadway Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, Highway Capacity Manual, TxDOT ROW and Survey Manuals, and other associated Federal, State and Fort Bend County manuals, as applicable to ensure compliance with standards.

AIG Tech shall research, synthesize, and complete project applications for both the narrative and quantitative sections of the project application. This may include project narrative (purpose and need), proposed improvements (facility/limits/description), and the project development/readiness per application requirements.

AIG Tech shall make recommendations about investment category for each project based on the potential benefits and investment criteria approved by the H-GAC Transportation Policy Council. AIG Tech shall determine preliminary ROW requirements based on typical sections and develop associated costs (based on present day dollars) for each of the 17 projects utilizing the current Fort Bend County, TxDOT and other available bid tabs. AIG Tech shall make a preliminary determination of the level of environmental documentation and permits required for the proposed project application. AIG Tech shall prepare the benefit cost analysis using the benefit/cost tools provided by H-GAC.

2.4 Project Application Submission

AIG Tech will upload project applications directly into the H-GAC application portal utilizing the login credentials and accounts to be set up by H-GAC.

Deliverables

- One project location map for each project in GIS and PDF formats
- Draft applications for review by FBC
- Final applications submitted via the H-GAC application portal
- Documentation of QA/QC reviews
- Monthly Progress Reports

ADDITIONAL SERVICES

The scope of services described herein do not include additional services such as traffic operations/simulation modeling, travel demand modeling, schematic design, preparation of presentation boards and exhibits, etc. Additional services can be provided, if necessary, as a supplement to the contract.

COMPENSATION

A level of effort estimate based on the scope of services described is included as Attachment B. The Lump-Sum Fee amount, including reimbursable expenses, is **\$ 149,999.43** as summarized in the table below.

FEE SUMMARY		
TASK 1: PROJECT MANAGEMENT	\$11,800.00	
TASK 2: FEASIBILITY STUDIES	\$39,142.00	
OTHER DIRECT EXPENSES	\$229.95	
TOTAL COSTS	\$51,171.95	
LABOR RATE MULTIPLIER (OH + PROFIT)	2.94	
GRAND TOTAL	\$149,999.43	

SCHEDULE

AIG Tech anticipates the project will follow the following timeline:

- a) Contract execution and NTP by end of May 18, 2023
- b) Attend TPC Meetings on May 19, 2023 and June 23, 2023
- c) Attend TAC Meeting on June 4, 2023
- d) Attend TIP Subcommittee Meeting on June 7, 2023
- e) Begin weekly meetings with FBC the week of May 22, 2023
- f) Complete Submission of Project Applications by June 30, 2023



ATTACHMENTS

Attachment A – Estimated Fee

Sincerely yours,

Gabriel Y. Johnson

Principal

AIG Technical Service, LLC

Gabe.Johnson@AIGtechnical.com

Cell: 832.875.5923

PROJECT TASK DESCRIPTION	Project Manager	Quality Manager	Senior Technical Advisor	Senior Engineer	Senior Transportation Planner	Engineer-In-Training	GIS/CAD Operator	Senior Project Controller	Administrative/Clerical	Totals
Raw Labor Rates	\$90.00	\$88.00	\$100.00	\$88.00	\$87.00	\$40.00	\$40.00	\$45.00	\$34.00	
TASK 1: PROJECT MANAGEMENT										
1. Meeting Attendance	18		6	6						30
2. Project Coordination	8		4			8				20
3. Quality Assurance/Quality Control	16	40	15							71
4. Progress Reports and Invoicing	4					4		8	8	24
Sub-Total Labor Hours	46	40	25	6	0	12	0	8	8	145
SUBTOTAL LABOR COST	\$4,140.00	\$3,520.00	\$2,500.00	\$528.00	\$0.00	\$480.00	\$0.00	\$360.00	\$272.00	\$11,800.00
TASK 2: FEASIBILITY STUDIES										
1. Data Collection	4			40	16	40	16		16	116
2. Project Maps	8		4		8	16	85			121
3. Preliminary Engineering	40		24	68	34	204				370
4. Project Application Submission	16					24			8	48
Sub-Total Labor Hours	68	0	28	108	58	284	101	0	8	655
SUBTOTAL LABOR COST	\$6,120.00	\$0.00	\$2,800.00	\$9,504.00	\$5,046.00	\$11,360.00	\$4,040.00	\$0.00	\$272.00	\$39,142.00
TOTAL LABOR HOURS	114	40	53	114	58	296	101	8	16	800

FEE SUMMARY	
TASK 1: PROJECT MANAGEMENT	\$11,800.00
TASK 2: FEASIBILITY STUDIES	\$39,142.00
OTHER DIRECT EXPENSES	\$229.95
TOTAL COSTS	\$51,171.95
LABOR RATE MULTIPLIER (OH + PROFIT)	2.94
GRAND TOTAL	\$149,999.43

Other Direct Expenses					
	Unit	Fixed Cost	Rate	Quantity	Total Cost
Travel					
Mileage	mile	Current State Rate	\$0.655	290	\$189.95
Toll Charges	trip		\$20.00	2	\$40.00
Total Direct Expenses					\$229.95