

## **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 Quiddity Engineering, LLC, hereinafter called "Engineer."

### **WITNESSETH**

WHEREAS, FBCTRA operates toll facilities in Fort Bend County, Texas (the "County"), including the Fort Bend Parkway and the Westpark Tollway (such toll facilities are 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 separate toll facilities in the County, including tolled overpasses and reconstructed mainlanes within the boundaries of Segment D of the Grand Parkway/SH 99 project (such toll facilities are 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, FBCTRA and FBGPTRA are local government corporations created under Subchapter D, Chapter 431, Transportation Code (the "Local Government Corporation Act") to aid and act on behalf of the County in financing, developing and operating toll facilities under Chapter 284, Transportation Code (the "County Toll Authority Act" and together with the Local Government Corporation Act, the "Act");

WHEREAS, on its own behalf and on behalf of FBGPTRA, 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 Appendix 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 Appendix A. As the context may require, to the extent of any references herein,

including in Appendix A, to the “Authority” such term shall include, respectively, FBCTRA individually, and FBCTRA, acting on behalf of FBGPTRA, and references if any 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 amount of the compensation under this Agreement shall be \$1.5 million initially, provided the amount of compensation hereunder may be replenished by the Authority from time to time, as it may determine, with an additional appropriation for funding pursuant to a supplemental agreement (the initial compensation, together with any supplemental appropriation approved by the Authority in writing, is referred to herein as the “Maximum Compensation”).
- b. Compensation for the performance of services within the Scope of Services described in Appendix 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 Appendix 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.
- c. 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 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 FBCTRA and will be payable in accordance with the schedule of reimbursable expenses shown in Appendix B. Payment for performance of the Scope of Services 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 e. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.
- d. 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 FBCTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.

- e. It is understood and agreed that monthly payments will be made to the Engineer by 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 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 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"). 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 FBCTRA's approval of same.

### 3. Time of Performance

- a. 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 FBCTRA.
- b. The initial term of this Agreement shall commence on the date Engineer receives the Notice to Proceed and shall continue for a period of one (1) year, unless terminated earlier in accordance with the provisions of this Agreement. Following the expiration of the initial term, this Agreement shall automatically renew for successive periods of one (1) year, unless either Party provides written notice of termination to the other Party at least 30 days prior to the expiration of the then-current term.

### 4. FBCTRA's Option to Terminate

- a. FBCTRA has the right to terminate this Agreement as provided in Section 3.b. and also 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 such 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, 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 FBCTRA. The Engineer's final

invoice for such services will be presented to and paid by FBCTRA in the same manner set forth in Section 2.e., 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 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 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. 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 FBCTRA by virtue of this Agreement or otherwise. Failure of 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 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. FBCTRA shall assume all liability for the use of any documents that are not sealed and signed or designated as final.

#### 5. Inspection of the Engineer's Books and Records

The Engineer will permit FBCTRA, or any duly authorized agent of 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 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 FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that 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 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 FBCTRA, is incompetent, or, by his conduct, becomes detrimental to the services provided hereunder, shall, upon request of 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 FBCTRA

As applicable, the following items will be supplied to the Engineer:

- a. Copies of preliminary studies by others, if any.
- 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 FBCTRA. Responsibility to FBCTRA for sublet work shall remain with the Engineer.

#### 10. Conference

At the request of 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 FBCTRA, or at the site of the work performed hereunder, and shall permit inspections of its offices by FBCTRA, or others when requested by FBCTRA.

#### 11. Appearance as Witness

If requested by 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 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(c).

#### 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 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 Appendix C.

#### 14. Indemnification; Waiver of Consequential Damages

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

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS FBCTRA AND 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 FBCTRA OR FBGPTRA OR STRICT LIABILITY IMPOSED UPON FBCTRA OR FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON FBCTRA OR 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 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.

To the fullest extent permitted by law, the parties waive all claims against each other for any consequential or special damages, including without limitation loss of use of the project and loss of profit, incurred by either party allegedly due to the fault of the other regardless of the nature of the fault.

#### 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 FBCTRA and the Engineer agree to submit the dispute to mediation. In the event 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 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.

#### 16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to 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 Quiddity Engineering LLC, 6330 West Loop South, Suite 150, Bellaire, Texas, 77401, Attention: Matt Kainer, PE, or such other place or places as the Engineer may designate by written notice delivered to FBCTRA.

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

#### 18. FBCTRA's Acts

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

#### 19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act 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 FBCTRA or 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

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.

## 23. Appendices

The Appendices attached to this Agreement, which consists of:

<u>Appendix A</u>	Scope of Services
<u>Appendix B</u>	Maximum Billable Rates
<u>Appendix C</u>	Insurance Requirements

## 24. 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 Section 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 Section 117.003 (formerly Section 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](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 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 19 day of February 2024.

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

By: James D. Rice

Name: James D. Rice

Title: Chairman

QUIDDITY ENGINEERING, LLC.

By: Stephen G. Berckenhoff

Name: STEPHEN G. BERCKENHOFF, PE CFM

Title: SENIOR VICE PRESIDENT

FEBRUARY 16, 2024

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.: \_\_\_\_\_

## **APPENDIX A**

### **SCOPE OF SERVICES**

#### **A. General**

The Engineer will provide Construction Engineering Services for the TRA and GPTRA Systems on an as needed basis.

Under this Agreement, Construction Engineering Services may include Construction Project Management, Project Management Information System, Project Document and Cost Control, Supplemental Engineering Services, and any other engineering or professional services as may be requested and authorized by the TRA and/or GPTRA.

The following services listed are the major overarching services that, if directed by the TRA or GPTRA Systems, will be utilized as part of this contract.

#### **B. Construction Project Management**

The Engineer, as needed and requested by the TRA or GPTRA Systems, will provide qualified personnel to execute the function of a Program Manager, Project Manager, Office Engineer, Project Field Engineer, and Office Manager/Administrative staff. Staff will report to the TRA or GPTRA System Project Manager. The Engineer will assign personnel to the Project and obtain written approval of assignment from the TRA or GPTRA System prior to implementation.

Each assigned construction project may require unique support activities; however, the typical expectations and responsibilities for the Engineer are as follows:

The Engineer, acting as the Program Manager or Project Manager, will manage the progress of assigned construction contracts. The Engineer will coordinate, respond, and track Project RFIs (requests for information); coordinate and track submittals; review and approve required Project shop drawings and submittals; provide supplemental design engineering services (i.e. signed and sealed plan sheets); and provide any other services requested by the TRA or GPTRA System to support timely Project completion.

The Engineer may be requested to provide design services (i.e. signed and sealed plan sheets) to help the TRA or GPTRA System resolve issues in a timely manner.

The Engineer, in conjunction with the Project inspection staff, will help monitor the Project contractor's established traffic control and daily operations for compliance with plans, specifications, and Texas Manual on Uniform Traffic Control Devices (TMUTCD) requirements, otherwise referred to as the contract documents. The Engineer is responsible for monitoring the Project's operation to verify that

the contractor's workmanship and materials incorporated into the Project meet the requirements of the contract documents. The Engineer is responsible for managing and directing daily inspection crews and ensuring the inspectors are properly documenting all daily construction activities, daily photo log, weather conditions, time charges, daily quantities with measurements and calculations, and Project contractor's resources, as well as Project specific information. Any discrepancy or deviation from Project contract documents should be identified immediately and brought to the attention of the Project contractor and the TRA or GPTRA System Project Manager for correction.

The Engineer, in conjunction with the Project inspection staff, will coordinate and monitor the performance of the TRA or GPTRA System's Project designated Materials Testing Labs to help verify that sampling, testing, and reporting are performed as required and in a timely manner. The Engineer shall review the testing data and verify that testing results meet Project specified requirements.

The Engineer, in conjunction with the TRA or GPTRA System, will be responsible for coordination between various entities on the Project, which include, but are not limited, to: County, Designers, TxDOT Personnel/Contractors, Cities, Utility companies, County contractors, TRA or GPTRA System Personnel/Contractors, Law Enforcement, Incident Management, Railroad Companies, Materials Testing Services, etc.

The Engineer will evaluate the Project contractor's cost proposals/claims for additional compensation for extra work or time. The Engineer will provide recommendations to the TRA or GPTRA System for approval prior to implementation. The Engineer may be required to prepare signed and sealed plan sheet revisions and specification modifications associated with a desired change in construction Project scope.

The Engineer, in conjunction with the Project inspection staff, will check the Project on a regular basis and after each heavy rainfall to verify that the Storm Water Pollution Prevention Plan (SWPPP) is being followed as required and timely maintenance is occurring. The Engineer will document discrepancies on a TPDES/SWPPP check list and report deficiencies to the TRA or GPTRA's representative.

When the Engineer is called upon to observe the work of the Project contractor(s) for the detection of defects or deficiencies in such work, the Engineer will not bear any responsibility or liability for such defects or deficiencies in the work. The Engineer shall not make inspections or reviews of the safety programs or procedures of the Project contractor(s) and shall not review their work for the purpose of ensuring their compliance with safety standards. No fault or negligence shall be attributed to the Engineer based upon the acts or omissions of any Project contractor(s). Construction safety shall remain the sole responsibility of the Project contractor(s).

#### C. Project Management Information System

The Engineer will collaborate with the TRA or GPTRA System's personnel to facilitate the implementation of a Project Database within a Project Management Information System (PMIS). The PMIS will provide electronic management that shall govern the distribution and file copies of all Project

related correspondence, requests for information (RFIs), change orders, pay estimates, reports, plans and technical data. The TRA or GPTRA System and the Engineer will use the PMIS to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

#### D. Project Document and Cost Control

All construction documentation (Change Orders, Project Schedule, RFIs, Pay Estimates, Submittals, etc.) shall be scanned (if necessary), uploaded, and filed into the Project Database throughout the course of the Project.

The Engineer will conduct the pre-construction meeting and construction coordination meetings.

The Engineer or Engineer's representative will review and approve all information entered into the Daily Report in the Project Database. Daily sketches, measurements and calculation sheets shall be submitted by Project inspectors with their daily report for each pay item installed, then checked and approved in the Project Database by the Project's senior inspector. Digital photographs shall be taken on a daily basis to document construction activities and progress, (with an emphasis on subsurface work) and capture details of problems, conflicts, and potential claim issues. The Project inspectors shall attach each day's photos to the Daily Report in the Project Database.

The Engineer will compile, review and recommend for approval the Construction Contractor's monthly, pre-final, and final pay estimates for construction of the Project utilizing the Project Database. The Engineer will submit monthly pay estimates in a timely manner such that they can be approved by the TRA or GPTRA System and paid within 30 days of the agreed upon monthly estimate cut-off date.

The Engineer will compile and submit monthly progress information associated with the Project to the TRA or GPTRA System's representative for review and approval.

The Engineer will coordinate final documentation processing in accordance with TRA or GPTRA System standards, policies, procedures and guidelines and submit to the TRA or GPTRA System's representative upon completion.

The Engineer will prepare a punch list in the Project Database of discrepancies for the various construction items and monitor the completion and acceptance of the items as required by the Project specifications.

The Engineer will review the Project for substantial completion and final acceptance and coordinate final review walk downs with the TRA or GPTRA System's representative.



#### E. Supplemental Engineering Services

When directed by the TRA or GPTRA, the Engineer shall provide personnel to provide supplemental engineering services on an “on-call” basis. Such services may include, but are not limited to, field inspections, field investigations, surveying, review of existing system infrastructure, review of record drawings or proposed project drawings, analysis of various conditions identified by the TRA or GPTRA, development of alternatives (where applicable), production of engineering drawings, reports, exhibits, etc., and presentations to the TRA or GPTRA and/or other stakeholders.

These supplemental engineering services will be provided on an “on-call” basis and shall be invoiced on an hourly basis in accordance with the approved rates in Attachment B. The TRA or GPTRA may request an estimate of the number and type of hours expected to be incurred on an assignment. While the Engineer shall endeavor to provide a fair and accurate estimate, the actual hours expended and expenses incurred on an assignment shall be invoiced to the TRA or GPTRA System in accordance with Attachment B.

## **APPENDIX B**

### **MAXIMUM BILLABLE RATES**

**See attached Quiddity Engineering Billing Rates, Effective January 1, 2024**



**Fort Bend County Toll Road Authority (FBCTRA)**

**SCHEDULE OF HOURLY RATES**

Effective January 1, 2024

**ENGINEERING PERSONNEL**

Design Engineer I	\$130
Design Engineer II	\$155
Professional Engineer I	\$180
Professional Engineer II	\$205
Professional Engineer III	\$235
Professional Engineer IV	\$265
Professional Engineer V	\$290
Practice Leader	\$310

**ELECTRICAL ENGINEERING PERSONNEL**

Electrical Design Engineer I	\$140
Electrical Design Engineer II	\$165
Electrical Professional Engineer I	\$200
Electrical Professional Engineer II	\$220
Electrical Professional Engineer III	\$260
Electrical Professional Engineer IV	\$280
Electrical Professional Engineer V	\$310

**CONSTRUCTION PERSONNEL (Includes Mileage)**

Construction Manager I	\$130
Construction Manager II	\$150
Construction Manager III	\$175
Construction Manager IV	\$200
Construction Manager V	\$240
Field Project Representative I	\$ 85
Field Project Representative II	\$105
Field Project Representative III	\$125
Specialist Field Project Representative I	\$140
Specialist Field Project Representative II	\$150
Senior Specialist Field Project Representative	\$170

**SPECIALIST**

Specialist I	\$120
Specialist II	\$150
Specialist III	\$225
Specialist IV	\$260

**PLANNING PERSONNEL**

Planner I	\$110
Planner II	\$150
Planner III	\$185
Planner Manager	\$265

**DESIGNERS/DRAFTING PERSONNEL**

CAD I	\$ 85
CAD II	\$105
CAD III	\$125
Designer I	\$135
Designer II	\$155
Designer III	\$180
GIS I	\$ 100
GIS II	\$140
GIS III	\$170
GIS IV	\$230

**SURVEYING PERSONNEL**

1-Person Field Crew	\$150
2-Person Field Crew	\$205
3-Person Field Crew	\$250
4-Person Field Crew	\$285
Survey Technician I	\$105
Survey Technician II	\$115
Project Surveyor I	\$110
Project Surveyor II	\$130
Project Surveyor III	\$150
Project Surveyor IV	\$185
Chief of Survey Crews	\$160
Certified Photogrammetrist	\$185
Remote Pilot I	\$ 100
Remote Pilot II	\$135
Remote Pilot III	\$180
Visual Observer	\$ 100
LiDAR Tech	\$110
Aerial Tech	\$ 95
Registered Professional Land Surveyor	\$205
Survey Manager	\$240

**OFFICE PERSONNEL**

Engineer's Assistant I	\$ 80
Engineer's Assistant II	\$ 90
Engineer's Assistant III	\$ 100
Admin I	\$ 80
Admin II	\$ 100
Admin III	\$130
Accounting Manager	\$135
Corporate/Project Accountant	\$115

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100

MHRA-FBCTRA revised 12/31/2023



## SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 1, 2024

Subject to Annual Revision

1. Reproduction performed in office

<u>Size</u>	<u>Black &amp; White</u>	
<u>Color</u>	8½ x 11 (single-sided)	
	\$0.05/page	\$ .50/page
8½ x 11 (double-sided)		\$0.15/page
8½ x 14	\$0.15/page	\$ .75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black &amp; White</u>	
<u>Color</u>	Bond	
1.00/sq ft		\$0.20/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

## Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
  - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b. Special Rental Equipment: Cost, plus 10%
  - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
  - d. Iron Rods and Pipes: Cost, plus 10%
  - e. All-Terrain Vehicle (ATV): \$150/day
  - f. Overnight Stays: \$190/night
  - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h. Sales Tax: To be paid on boundary-related services.
  - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Revised  
12/31/2023

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100

## Attachment C

The Engineer shall furnish certificates of insurance to the FBCTRA 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 FBCTRA 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.

FBCTRA and FBGPTRA, as appropriate, and their Board of 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 FBCTRA and FBGPTRA and their Directors, with the exception of insurance required under paragraph "e."