

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a Texas Local Government corporation organized and operating under the laws of the State of Texas, hereinafter called the “FBCTRA” and AIG Technical Services, LLC., hereinafter called “Engineer.”

WITNESSETH

WHEREAS, the FBCTRA proposes to engage a General Engineering Consultant (GEC) for the design engineering and other services of the extension of the Fort Bend Parkway Toll Road, Segment D (Project 101-1054), from FM 762 to SH 36, in Fort Bend County, Texas, (the “Project”);

WHEREAS, the FBCTRA desires to enter into an agreement with Engineer for the performance of services during the Project, 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 FBCTRA related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional engineering or surveying 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 \$2,425,500.00. 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 hourly time and expenses not to exceed \$2,425,500.00, as shown in Attachment B. Progress payments for work detailed in Attachment A will be made when the Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion in the reasonable opinion of the FBCTRA.

The Engineer shall furnish satisfactory documentation of such work (e.g. timesheets, billing rates, classifications, invoices, etc.) as may be required by FBCTRA.

- b. All performance of the Scope of Services and any services outside the Scope of Services (“Additional Services”), including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the FBCTRA, and Additional Services will be reimbursed based on the billing rates in effect at that time, to the extent that such labor costs and subcontracts are reasonable and necessary for the performance of such services. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by the FBCTRA. Payment will be made (i) on the basis of project progress to be billed monthly and, for Additional Services, (ii) on the basis of time and expense records, and in accordance with those payment procedures set forth in subsection d. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.
- c. Where subcontractors are employed by the Engineer to perform pre-approved and pre-authorized Additional Services, the Engineer will be reimbursed for subcontractors’ actual salaries and hourly rates, including overtime rates. Reimbursement to the subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the FBCTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the FBCTRA based on the following procedures: On or about the fifteenth day of each month during performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the FBCTRA one copy of invoice showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, a Progress Report, and for any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBCTRA). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County (the “County”) employees established by the Fort Bend County Auditor (the “Auditor”). The FBCTRA shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement, and forward same to the Auditor. The County shall pay each such invoice as approved by the FBCTRA within thirty (30) calendar days after the FBCTRA’s approval of same.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed. The Engineer will maintain the delivery schedule to be provided by the FBCTRA.

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

4. The FBCTRA's Option to Terminate

- a. The FBCTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the FBCTRA shall compensate the Engineer in accordance with Section 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBCTRA. The Engineer's final invoice for said services will be presented to and paid by the FBCTRA in the same manner set forth in Section 2(d), above.
- b. Termination of this Agreement and payment as described in subsection (a) of this section shall extinguish all rights, duties, obligations, and liabilities of the FBCTRA and the Engineer under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBCTRA terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The FBCTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions, and privileges otherwise available under law or equity to the FBCTRA by virtue of this Agreement or otherwise. Failure of the FBCTRA to exercise any of its said rights, actions, options, or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions, or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBCTRA within 30 days of the Termination Date or upon Engineer's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

Upon written notice (including email), the Engineer will permit the FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project at reasonable times during normal business hours. FBCTRA'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 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 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 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 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 this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBCTRA will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification

of all key Engineer personnel changes for the FBCTRA's approval prior to the implementation of such changes. For the purpose of this Agreement, key Engineer personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of an engineer and a surveyor licensed to practice professional engineering and surveying in the State of Texas.

- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the FBCTRA, is incompetent, or, by his conduct, becomes detrimental to the Project, shall, upon request of the FBCTRA, 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 FBCTRA

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

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the FBCTRA. Responsibility to the FBCTRA for sublet work shall remain with the Engineer.

10. Conference

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

11. Appearance as Witness

If requested by the FBCTRA, or on its behalf, the Engineer shall prepare such engineering and/or surveying 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 FBCTRA and shall furnish competent expert engineering and/or surveying 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 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 FBCTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth in Attachment C.

14. Indemnification

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

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBCTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBCTRA OR STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBCTRA and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand, or cause of action within 30 days after such third party claim, demand, or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense, and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4. Option to Terminate, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBCTRA and the Engineer agree to submit the dispute to mediation. In the event the FBCTRA or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the 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 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 the FBCTRA under this Agreement, shall be delivered to the Fort Bend County Toll Road Authority, c/o Greenberg Traurig LLP, 1000 Louisiana St., Suite 6700, Houston, Texas, 77002, Attention James A. Hernandez, 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 AIG Technical Services, LLC., 1500 S Dairy Ashford, Suite 445, Houston TX, 77077, Attention: Gabriel Y. Johnson, PE, or such other place or places as the Engineer may designate by written notice delivered to the 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 the FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBCTRA a copy of any summons, subpoena, notice, other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The FBCTRA's Acts

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

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBCTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the FBCTRA 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 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. Statutory Terms Applicable To State Political Subdivisions

- a) Contractor 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) Engineer certifies and agrees that it is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153, Texas Government Code.

In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of FBCTRA may be obtained by contacting the FBCTRA's records administrator at (281) 500-6050.

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 COUNTY TOLL ROAD
AUTHORITY, a Texas local government
corporation

By: James D. Rice
Name: James D. Rice
Title: Chairman

AIG TECHNICAL SERVICES, LLC

By: Gabe Johnson
Name: Gabriel Y. Johnson, P.E.
Title: President

EFFECTIVE DATE

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

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

ATTACHMENT A
SCOPE OF SERVICES TO BE PROVIDED BY
THE GENERAL ENGINEERING CONSULTANT

Highway: Fort Bend Parkway Toll Road (Segment D)
Limits: FM 762 to SH 36

GENERAL PROJECT DESCRIPTION

The FBCTRA is planning to extend the Fort Bend Parkway Toll Road (FBP) from FM 762 to SH 36 approximately 8-miles in Fort Bend County. AIG Technical Services, LLC will serve as the General Engineering Consultant (GEC) on behalf of the Fort Bend County Toll Road Authority (FBCTRA) to provide overall management and coordination to FBCTRA selected design consulting engineering firms responsible for preparing construction documents (PS&E) and environmental permitting activities for Segment D of the Fort Bend Parkway Extension. The GEC will closely coordinate design progress with FBCTRA staff, BGE, Inc., and Mike Stone Associates.

The GEC will generally provide the tasks listed below at the request of the FBCTRA:

- Contract Negotiations of PS&E design consultants
- Regular communication, coordination with:
 - *PS&E consultants*
 - *FBCTRA staff*
 - *BGE and Mike Stone Associates*
 - *TxDOT Coordination*
 - *Adjacent Segment C GEC (KCI) and PS&E firm (Binkley Barfield)*
 - *Attendance at FBCTRA Board meetings*
 - *Respond to RFI's*
 - *Fort Bend County Engineering*
 - *Fort Bend County Drainage District*
 - *Coordination with Stakeholders (including Village of Fairchilds)*
- Technical Review of PS&E submittals, including constructibility and consistency between PS&E consultants
- Technical review of surveying, geotechnical, SUE, roadway, bridge and drainage designs
- Utility coordination support as needed
- ROW acquisition support as needed
- Environmental permitting coordination
- Monthly progress reporting, including monthly schedule updates
- Monthly invoicing reviews of PS&E consultants
- Other tasks as requested by FBCTRA, BGE, and Mike Stone Associates

The GEC shall complete the services according to the milestone work schedule established in the contract. The GEC shall submit a written progress report to the

FBCTRA monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for that month, and the estimated work to be accomplished for the coming month. The GEC is required to meet with the designated FBCTRA project manager monthly for progress tracking purposes unless prior agreement is made with the FBCTRA not to hold a meeting in any given month.

The GEC shall submit minutes of the meeting summarizing the events of the meeting within seven calendar days after each meeting.

The GEC shall prepare a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the developing the deliverables by FBCTRA personnel. The GEC shall present the work schedule to the FBCTRA personnel for review and acceptance and aid in interpreting the proposed work schedule.

PROJECT MANAGEMENT

Project Management and Coordination - The GEC shall provide management of all projects activities and work. This task shall involve continuous project coordination and administration; preparation of monthly progress reports, invoices, and billings; meetings and coordination activities; preparation of meeting minutes; Quality Assurance and Quality Control (QA and QC); and other project management activities.

- The GEC shall direct and coordinate the various elements and activities associated with conducting the Corridor and Alignment Studies.
- The GEC shall prepare the detailed graphic Project Work Schedule using Microsoft Project indicating tasks, critical dates, milestones, deliverables and FBCTRA review requirements. The Project Work Schedule will depict the order of the various tasks, milestones, and deliverables. The GEC shall review and provide comments on its elements of the schedule to the FBCTRA.
- The GEC shall submit written monthly Progress Reports to the FBCTRA.
- The GEC shall prepare subcontracts for subconsultants, direct and monitor subconsultants activities, and review subconsultant work and invoices.
- The GEC shall provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the FBCTRA procedures.
- The GEC shall coordinate with adjacent GEC (KCI) who is preparing schematic designs of the FBP Segment C (FM 2759 to FM 762) and Segment D (FM 762 to SH 36)

Engineering Consultant Negotiations

- The GEC will provide a scope of services and schedule to each Prime Design Consultant (Design Consultant).
- The GEC will evaluate and negotiate the fee proposals for each Design Consultant.
- The GEC will provide a recommendation to FBCTRA for acceptance or rejection of Design Consultant's fee proposal.
- If accepted by the FBCTRA, the GEC will prepare the contract agreement with each Design Consultant and other consultants, as needed, using FBCTRA's standard agreement.

Project Kick-Off Meeting

The GEC will schedule and conduct a kick-off meeting with each Design Consultant. The purpose of this meeting will be to ensure that the Design Consultant and the GEC have a thorough understanding of the project issues, deliverables, schedule, and procedures that will be used for the Project.

Plans, Specification and Estimate (PS&E)

The GEC will monitor the Design Consultant work relative to the contract requirements.

The GEC will review the PS&E at 30%, 60%, 90% and 100% submittals. Each review will include all appropriate disciplines, focusing on the consistency in design, compliance with the design process, design criteria, specifications, standard bid item list, and design standards.

The GEC will review each design submittal and provide comments within two weeks of submission. The GEC will facilitate a comment resolution meeting, if needed to discuss and resolve comments before advancing to the next phase of PS&E. The GEC will utilize Bluebeam for any submittal reviews. For each review, the GEC will place all review comments and responses into a Comment Response spreadsheet. If necessary, the GEC will facilitate a monthly Design Consultant coordination meeting to evaluate the Design Consultant's progress against the baseline schedule of all PS&E activities. Each Design Consultant will be expected to report on progress, identify project issues and bring potential solutions to the meeting.

The GEC will assist the consultants to ensure that schedules are met. At the request of the FBCTRA, the GEC will assist the FBCTRA with Community Involvement meetings with selected projects. Supporting engineering exhibits will be prepared by the Design Consultants.

Invoice Review

The Design Consultant will submit invoices directly to the GEC for processing. The GEC will review and approve or comment within 5 days of receipt. Once approved by the GEC, they will be forwarded to FBCTRA for approval.

Utility Coordination

The GEC will assist in identifying all major utilities within the project limits using available information. The GEC will distribute this information to the applicable Design Consultant. The Design Consultant will be responsible for verifying all utilities and discovering any additional utilities within their project limits. Actual conflict identification occurs at the start of the PS&E preparation. The GEC will meet with the utility companies as necessary to discuss the project schedule, utility field verification, and to address any concerns associated with the project. The GEC will monitor, coordinate and report on the status of the utility coordination performed by the Design Consultants. The GEC will lead in expediting utility adjustments/ relocations and conflict resolution before and during construction. The GEC will work closely with the FBCTRA's ROW acquisition

firm to coordinate the utility schedule milestone dates to correlate with the ROW acquisition, design, letting and construction dates. The GEC will coordinate with the FBCTRA to facilitate agreement preparation. All pipeline and utility adjustment agreements will be prepared by the FBCTRA using Exhibits prepared by the design consultants and/or pipeline and utility companies.

ROW Mapping and Acquisition

The GEC will assist the FBCTRA with the management of the ROW acquisition phase as needed. The GEC will:

- Monitor, coordinate and report on the status of the acquisition activities performed by the FBCTRA's property acquisition firm.
- Coordinate with the FBCTRA to facilitate agreement preparation. This includes: Temporary Construction Easements (TCEs), Right of Entries (ROE), etc.
- Coordinate with the Design Consultant to provide survey and acquisition documents (PDFs, CAD files, and Google Earth files).

Environmental Coordination

The GEC will coordinate with the Environmental Consultants regarding any environmental concerns on projects in the program.

Bid Phase Services

The GEC will provide the following bid and construction phase services:

- Facilitate the delivery of bid documents by the Design Consultant.
- Bid items are to be coordinated with the TxDOT standard bid item list.
- Attend the Pre-Bid Meeting.
- Facilitate the preparation of Addenda by the Design Consultants.
- Prepare the bid tabulation for each project.
- Assist with conducting a Pre-construction Meeting to be facilitated by the Construction Manager.

List of Deliverables

The following deliverables will be prepared by the GEC and submitted to the FBCTRA:

- Scope of Services for each Project.
- Project Schedule updated each month.
- Project Status Report updated each month
- Facilitate the delivery of a complete Project including Design, ROW, Environmental Permits, Utilities Cleared and approval of other agencies (TxDOT, City, MUD, LID, etc.)
- Review and submit all final Prime Design Consultant section files to FBCTRA.
- And all other tasks as assigned.

The GEC will perform other tasks as assigned FBCTRA.

GEC TASK	Senior Project Manager	Deputy Project Manager	Quality Manager	Senior Engineer	Project Engineer	Engineer In Training II	Senior CAD Technician	Senior GIS Specialist	Admin / Clerical	TOTAL
Contract Negotiations of PS&E Design Consultants	68	68		80						216
Regular Communication Coordination & Management										
Internal Management	80	80								
PS&E Consultants	212	212		96						520
FBCTRA Staff	144	144								288
Segment C Coordination (KCI and PS&E)	96	96		96						288
Attendance at FBCTRA Board Meetings	24	24								48
FBC Engineering	16	16		16						48
FBC Drainage District	24	24		24						72
TxDOT	36	36		24						96
Technical Review of PS&E Submittals (3 design sets)										
30% Technical Review	40	58	50	280	200	8	8	8	8	660
60% Technical Review	40	58	50	280	200	8	8	8	8	660
90% Technical Review	40	58	50	280	200	8	8	8	8	660
Final Technical Review	40	58	50	280	200	8	8	8	8	660
Technical Interim Review of Disciplines										
30% Technical Review	60	68	44	330	200	8	8	8	2	728
60% Technical Review	60	68	44	330	200	8	8	8	2	728
90% Technical Review	60	68	44	330	200	8	8	8	2	728
Final Technical Review	60	68	44	330	200	8	8	8	2	728
Utility Coordination Support	20	22		80						122
ROW Acquisition Support	40	20		40						100
Environmental Permitting Coordination	80	80		32						192
Bid Phase Services (3 Bid Packages)	32	32		60	32					156
Monthly Progress Reporting	24	24							24	72
Monthly Invoicing Reviews	64	64							64	192
Miscellaneous Tasks (as Requested)	160	180	60	60	32	4	4	4	7	511
Total Hours	1,520	1,626	436	3,048	1,664	68	68	68	135	8,633
Contract Bill Rate per Hour*	\$350.00	\$297.05	\$339.49	\$265.23	\$238.70	\$143.22	\$169.74	\$159.14	\$116.70	
Total Labor Cost	\$532,000.00	\$483,006.55	\$148,016.77	\$808,405.80	\$397,200.96	\$9,739.06	\$11,542.59	\$10,821.18	\$15,754.37	\$2,416,500.00
% Distribution of Staff Hours	17.6%	18.8%	5.1%	35.3%	19.3%	0.8%	0.8%	0.8%	1.6%	
Direct Expenses (mileage, copies, postage, delivery, advertisement, Civcast, etc.) to be paid at cost. Prior approval required										\$8,000.00
TOTAL										\$2,424,500.00

*Note: Rates shown are maximum rates used to estimate contract amount only. Max rate includes 3% escalation for 3 years

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.

The FBCTRA and the FBCTRA'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 FBCTRA and the FBCTRA's Directors, with the exception of insurance required under paragraph "e."

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 AIG Technical Services, LLC
 Houston, TX United States

Certificate Number:
 2024-1240086

Date Filed:
 11/18/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County Toll Road Authority

Date Acknowledged:
 11/20/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 101-1054
 General Engineering Consultant (GEC) for the design engineering and other services of the extension of the Fort Bend Parkway Toll Road, Segment D, from FM 762 to SH 36, in FBC

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)