

CONSULTANT 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 Middleton Brown, LLC hereinafter called “Consultant.”

WITNESSETH

WHEREAS, the FBCTRA proposes to construct the extension of the Fort Bend Parkway Toll Road from Sienna Ranch Road to FM 2759 (Segments B-3 and B-4) (Project 101-1029), in Fort Bend County, Texas, (the “Project”);

WHEREAS, the FBCTRA desires to enter into an agreement with Consultant 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 Consultant 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 consultant and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant’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 \$300,000.00. 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 per the rates shown in Attachment B, in an amount not to exceed \$300,000.00, only for work authorized prior to being performed and only for such work as was actually performed.

- b. The Engineer shall furnish satisfactory documentation of such work (e.g., timesheets, billing rates, classifications, invoices, etc.) as may be required by FBCTRA. 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 Consultant to perform pre-approved and pre-authorized Additional Services, the Consultant 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 Consultant. For subcontractors employed for the convenience of the FBCTRA, the Consultant will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that payments will be made to the Consultant by the FBCTRA based on the following procedures: The Consultant shall submit to the FBCTRA one copy of invoice showing the amounts due for services performed/ milestone accomplished during the previous performance period, set forth separately for work under this Agreement and for any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the 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 Consultant's services under this Agreement shall begin with receipt of the Notice to Proceed. The Consultant will maintain the delivery schedule to be provided by the FBCTRA.

This Agreement will terminate upon the Consultant'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 Consultant.

Upon such termination, the FBCTRA shall compensate the Consultant 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 Consultant'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 Consultant under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Consultant 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 Consultant.
- 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 Consultant'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 Consultant's Books and Records

Upon written notice (including email), the Consultant will permit the FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Consultant 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 Consultant's services, all documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Consultant 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 Consultant until completion or termination of this Agreement, as applicable. Consultant 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 Consultant 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 Consultant, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Consultant will be at FBCTRA’s sole risk and without liability or legal exposure to Consultant.

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 Consultant and FBCTRA that the services provided are a “work for hire” as the term is used in the federal Copyright Act. Moreover, Consultant hereby agrees to assign, and by these presents, does assign to FBCTRA, all of Consultant’s worldwide right, title, and interest in and to such work product and all rights of copyright therein.

Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBCTRA that Consultant 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 Consultant any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

- a. The Consultant 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 Consultant 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 Consultant personnel and that the Consultant shall submit written notification of all key Consultant personnel changes for the FBCTRA’s approval prior to the implementation of such changes. For the purpose of this Agreement, key Consultant personnel are defined as: Project Manager.
- b. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Consultant 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 Consultant shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Consultant by the FBCTRA

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

- a. Copies of Segment B-3 and Segment B-4 Issue for Construction plans and specifications by others.
- b. Assistance in coordination with construction company.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

The Consultant 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 Consultant.

10. Conference

At the request of the FBCTRA, the Consultant 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 Consultant shall prepare such right-of-way mapping 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 property acquisition consultant 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 Consultant in courts regarding litigation matters are Additional Services and compensation will be paid in accordance with Section 2(b).

12. Compliance with Laws

The Consultant 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 Consultant shall furnish the FBCTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Consultant 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 Consultant or the FBCTRA relating to the property or facilities with respect to which this Agreement pertains, Consultant and the FBCTRA agree as follows:

a. **CONSULTANT 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 CONSULTANT'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 CONSULTANT; HOWEVER, CONSULTANT'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 Consultant 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 Consultant agree to submit the dispute to mediation. In the event the FBCTRA or the Consultant 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 Consultant. 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, 245 Commerce Green Blvd, Suite 165, Sugar Land, TX 77478, Attention: Executive Director, or at such other place or places as it may from time to time designate by written notice delivered to the Consultant. 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 Consultant under this Agreement shall be delivered to Middleton Brown, LLC 417 Pickering Street, Houston, TX 77091 Attention: Don Middleton or such other place or places as the Consultant 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 Consultant), whether or not it results from or involves any action or failure to act by the Consultant or any employee or agent of the Consultant and which arises in any manner from the performance of this Agreement, the Consultant 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 Consultant shall also immediately send the FBCTRA a copy of any summons, subpoena, notice, other documents served upon the Consultant, 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 Consultant'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 Consultant 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 117.003, 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 Consultant will be required to submit a Texas Ethics Commission Form 1295. Please see this website for details related to this disclosure:
<https://ethics.state.tx.us/filinginfo/1295/>
- c. In accordance with Section 176.0065, Texas Local Government Code, a list of local

government officers of FBCTRA may be obtained by contacting the FBCTRA's records administrator at (713) 374-3540.

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 local government corporation

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

Middleton Brown, LLC

By: Donald H. Middleton
Name: Don Middleton
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
FORT BEND PARKWAY TOLL ROAD, SEGMENTS B-3 & B-4
(Project 101-1029, etc.)
CONSTRUCTION INSPECTION SERVICES

GENERAL DESCRIPTION

This On-Call agreement consists of providing construction inspection services, mainly bridge and structure inspections, to support construction of the Fort Bend Parkway Toll Road, Segment B-3 and B-4, from Sienna Parkway to south of the Brazos River (near future FM 2759), Project 101-1029, etc. The construction work includes embankment, stabilized subgrade, base, asphalt, concrete pavement, concrete structures, bridge foundations, concrete and steel bridge beams, retaining walls, traffic control and other construction items associated with each construction project plans and specifications. All work is to Texas Department of Transportation (TxDOT) and FBCTRA specifications. Other projects may be included as approved by the authority.

SCOPE OF SERVICES

The Consultant shall provide the following professional services:

1) CONSTRUCTION INSPECTION

- a) Provide inspection services assessing the construction, completed by others, for compliance with the construction contract requirements (plans and specifications).
- b) Report results of inspections on forms and in the manner prescribed by the Fort Bend County Toll Road Authority (FBCTRA).
- c) Provide inspection staff that is knowledgeable with TxDOT construction standards, methods, and specifications.
- d) Working hours for inspection staff will not be limited to 7 a.m. to 5 p.m. on weekdays, and will include night and weekend work.

INSPECTOR POSITION REQUIREMENTS

The following are general requirements for various inspector positions on FBCTRA projects. FBCTRA may add or modify specific requirements based on the project and inspection required.:

CONSTRUCTION INSPECTOR

Position Description

Inspects construction methods and workmanship to ensure contractors build roadways, bridges, traffic signals, and related structures in accordance with plans and specifications; acts as consultant regarding work progress and problem resolution. Responsible to a licensed professional engineer who has full authority for approval of all work. Work requires contact with contractors. Will oversee and coordinate with labs and monitor materials tests. Employees at this level follow standard practices that do not require frequent supervision of details.

Essential Duties

- Analyze procedures to identify deficiencies and recommend improvements to management.
- Attend meetings and answers questions from contractors and other attendees.
- Calculate payments due contractors for work completed.
- Ensure contractors build roadways, bridges and related highway structures in accordance with plans and specifications.
- Observe and inspect ongoing construction work.
- Perform construction record-keeping activities; recommend payments to contractors; recommend change orders, extra work orders/supplemental agreements; review proposed change orders; prepare daily reports.
- Assist in preparing monthly and final estimates.
- Resolve differences in interpretation of plans and specifications.
- Document work progress and issues arising throughout scope of project.
- Perform other job responsibilities as assigned.

Minimum Qualifications:

Education: High School Grad or Equivalent in general high school studies.

Experience: 0-10 years, with knowledge of TxDOT specifications

Licenses and Certifications: Valid US driver's license. This position requires driving a vehicle.

Competency

- Applicable governmental laws, rules and regulations
- Thorough knowledge of applicability of TxDOT specifications
- Applicable testing methods, processes and procedures
- Persuasion and negotiation of critical issues
- Performing calculations using algebra, trigonometry and geometry
- Maintaining a safe and effective working relationship with others

- Public relations for maintaining effective working relationships with individuals and groups, both internal and external
- Leading, assigning, reviewing, and monitoring the work of others
- Using computers, applicable programs, applications, and systems
- Show initiative and action beyond what is required to improve products or services; is self-starting and completes assignments independently without constant supervision

Physical Requirements

- Subject to noise
- Subject to hazards-moving vehicles/mechanical parts, high places/heat, or chemicals
- Required to wear Personal Protective Equipment (PPE) including but not limited to hard hat, safety vest, etc.
- Work frequently in small/crawl spaces; manholes; areas that can cause claustrophobia
- Medium work: Lift up to 50 lbs. at a time and frequently lift or carry objects up to 25 lbs.
- Standing-prolonged periods of time
- Walking-moving on foot to accomplish tasks: long distance/from one work site to another
- Talking/expressing or exchanging ideas by spoken words
- Visual Acuity-determining work quality/make general observations of facilities/structures

What We Prefer:

- TxDOT precertifications and certifications
- ACI Certifications

SENIOR CONSTRUCTION INSPECTOR

Position Description

Inspects construction methods and workmanship to ensure contractors build roadways, bridges, traffic signals, and related structures in accordance with plans and specifications; acts as consultant regarding work progress and problem resolution; may serve as the only inspector on a construction project or assist in overseeing construction inspection activities for very large and/or complex projects. Responsible to a licensed professional engineer who has full authority for approval of all work. Work requires contact with contractors. Will oversee and coordinate with labs and monitor materials tests. Employees at this level follow standard practices that do not require supervision of details.

Essential Duties

- Analyze procedures to identify deficiencies and recommend improvements to management.
- Attend meetings and answers questions from contractors and other attendees.
- Calculate payments due contractors for work completed.
- Ensure contractors build roadways, bridges and related highway structures in accordance with plans and specifications.
- Observe and inspect ongoing construction work.
- Perform construction record-keeping activities; recommend payments to contractors; recommend change orders, extra work orders/supplemental agreements; review proposed change orders; prepare daily reports.

- Assist in preparing monthly and final estimates.
- Resolve differences in interpretation of plans and specifications.
- Document work progress and issues arising throughout scope of project.
- Perform other job responsibilities as assigned.
- Ensure prompt notification and/or repair of any deterioration or damage that could be hazardous to the traveling public or more costly to repair if neglected.
- Inform plant personnel of material or production problems, reject substandard material and assist in determining cause for material problems.
- Mentor and develop junior inspectors in test and inspection procedures and material specifications.
- Assist in engineering-related data collection, inspections, assessments, analysis, and review activities for plan development by others.
- Coordinate programs and projects to enhance efficiency and streamline operations.
- Ensure junior inspectors turn in monthly estimates in an accurate and timely manner to facilitate payments to contractors.
- Conduct project reviews and coordinates inspections with various inspectors and chief inspectors.
- May assist in planning and coordinating office operations.
- Review construction records, inspection reports and records audits to ensure contractors build roadways, bridges and related structures in accordance with plans and specifications.

Minimum Qualifications:

Education: High School Grad or Equivalent in general high school studies.

Experience: 10+ years, with solid knowledge of TxDOT specifications

Licenses and Certifications: Valid US driver's license. This position requires driving a vehicle.

Competency

- Applicable governmental laws, rules and regulations
- **Thorough knowledge of TxDOT specifications and standard details**
- Applicable plans, specifications and estimates preparation, review, processing and compliance requirements
- Applicable testing methods, processes and procedures
- Persuasion and negotiation of critical issues
- Performing calculations using algebra, trigonometry and geometry
- Maintaining a safe and effective working relationship with others
- Public relations for maintaining effective working relationships with individuals and groups, both internal and external
- Leading, assigning, reviewing, and monitoring the work of others
- Using computers, applicable programs, applications, and systems
- Show initiative and action beyond what is required to improve products or services; is self-starting and completes assignments independently without constant supervision

Physical Requirements

- Subject to noise
- Subject to hazards-moving vehicles/mechanical parts, high places/heat, or chemicals

- Required to wear Personal Protective Equipment (PPE) including but not limited to hard hat, safety vest, etc.
- Work frequently in small/crawl spaces; manholes; areas that can cause claustrophobia
- Medium work: Lift up to 50 lbs. at a time and frequently lift or carry objects up to 25 lbs.
- Standing-prolonged periods of time
- Walking-moving on foot to accomplish tasks: long distance/from one work site to another
- Talking/expressing or exchanging ideas by spoken words
- Visual Acuity-determining work quality/make general observations of facilities/structures

What We Prefer:

- TxDOT precertifications
- ACI Certifications

SENIOR STRUCTURAL INSPECTOR

Position Description

Inspects construction methods and workmanship to ensure contractors build roadways, bridges, traffic signals, and related structures in accordance with plans and specifications; acts as consultant regarding work progress and problem resolution; may serve as the only inspector on a construction project or assist in overseeing construction inspection activities for very large and/or complex projects. Responsible to a licensed professional engineer who has full authority for approval of all work. Work requires contact with contractors. Will oversee and coordinate with labs and monitor materials tests. Employees at this level follow standard practices that do not require supervision of details.

Essential Duties

- Inspect structural construction activities, including foundations, falsework, formwork, reinforcement, structural steel erection, concrete placement, bearings, joints, and bridge decks.
- Ensures contractor compliance with **TxDOT Standard Specifications**, project special provisions, and **AASHTO/ASTM standards**.
- Coordinate and oversee materials sampling, field/lab testing (concrete cylinders, weld inspection, bolted connections, prestress tensioning, grout, coatings).
- Observe safety practices, verify traffic control compliance, and enforce work zone safety standards.
- Maintain detailed daily inspection reports, photos, and test results in prescribed software.
- Coordinate with project engineers, contractors, and testing personnel to resolve construction issues.
- Participate in construction meetings, change order reviews, and project punch list inspections.
- Monitor environmental and erosion control compliance for structural components.
- May assist in training or mentoring lower-level inspectors.
- Analyze procedures to identify deficiencies and recommend improvements to management.
- Attend meetings and answers questions from contractors and other attendees.

- Calculate payments due contractors for work completed.
- Ensure contractors build roadways, bridges and related highway structures in accordance with plans and specifications.
- Observe and inspect ongoing construction work.
- Perform construction record-keeping activities; recommend payments to contractors; recommend change orders, extra work orders/supplemental agreements; review proposed change orders; prepare daily reports.
- Assist in preparing monthly and final estimates.
- Resolve differences in interpretation of plans and specifications.
- Document work progress and issues arising throughout scope of project.
- Perform other job responsibilities as assigned.
- Ensure prompt notification and/or repair of any deterioration or damage that could be hazardous to the traveling public or more costly to repair if neglected.
- Inform plant personnel of material or production problems, reject substandard material and assist in determining cause for material problems.
- Mentor and develop junior inspectors in test and inspection procedures and material specifications.
- Assist in engineering-related data collection, inspections, assessments, analysis, and review activities for plan development by others.
- Coordinate programs and projects to enhance efficiency and streamline operations.
- Ensure junior inspectors turn in monthly estimates in an accurate and timely manner to facilitate payments to contractors.
- Conduct project reviews and coordinates inspections with various inspectors and chief inspectors.
- May assist in planning and coordinating office operations.
- Review construction records, inspection reports and records audits to ensure contractors build roadways, bridges and related structures in accordance with plans and specifications.

Competency

- Applicable governmental laws, rules and regulations
- Applicable plans, specifications and estimates preparation, review, processing and compliance requirements
- **Thorough knowledge of TxDOT specifications and standard details, especially bridges**
- Knowledge of bridge and structural construction methods, materials, specifications, and codes.
- Skill in interpreting engineering plans, shop drawings, and structural details.
- Ability to use inspection/testing equipment (rebar locator, torque wrench, slump cone, etc.).
- Strong technical writing skills for daily reports and non-conformance documentation.
- Ability to work outdoors in varying weather, at heights, and around traffic.
- Ability to establish and maintain professional relationships with contractors, engineers, and the public.
- Applicable testing methods, processes and procedures
- Persuasion and negotiation of critical issues
- Performing calculations using algebra, trigonometry and geometry
- Maintaining a safe and effective working relationship with others
- Public relations for maintaining effective working relationships with individuals and groups, both internal and external

- Leading, assigning, reviewing, and monitoring the work of others
- Using computers, applicable programs, applications, and systems
- Shows initiative and action beyond what is required to improve products or services; is self-starting and completes assignments independently without constant supervision

Minimum Qualifications:

Education: High School Grad or Equivalent in general high school studies.

Experience: 10 years, with knowledge of TxDOT specifications

Licenses and Certifications: Valid US driver's license. This position requires driving a vehicle.

Competency

- Applicable governmental laws, rules and regulations
- Applicable plans, specifications and estimates preparation, review, processing and compliance requirements
- Applicable testing methods, processes and procedures
- Persuasion and negotiation of critical issues
- Performing calculations using algebra, trigonometry and geometry
- Maintaining a safe and effective working relationship with others
- Public relations for maintaining effective working relationships with individuals and groups, both internal and external
- Leading, assigning, reviewing, and monitoring the work of others
- Using computers, applicable programs, applications, and systems
- Show initiative and action beyond what is required to improve products or services; is self-starting and completes assignments independently without constant supervision

Physical Requirements

- Subject to noise
- Subject to hazards-moving vehicles/mechanical parts, high places/heat, or chemicals
- Required to wear Personal Protective Equipment (PPE) including but not limited to hard hat, safety vest, etc.
- Work frequently in small/crawl spaces; manholes; areas that can cause claustrophobia
- Medium work: Lift up to 50 lbs. at a time and frequently lift or carry objects up to 25 lbs.
- Standing-prolonged periods of time
- Walking-moving on foot to accomplish tasks: long distance/from one work site to another
- Talking/expressing or exchanging ideas by spoken words
- Visual Acuity-determining work quality/make general observations of facilities/structures

What We Prefer:

- Meeting TxDOT and/or FHWA requirements for steel bridge erection inspection
- ACI Certifications

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND PARKWAY TOLL ROAD, SEGMENTS B-3 & B-4
(Project 101-1029, etc.)
CONSTRUCTION INSPECTION SERVICES

1.0 Contract Labor Rates

Consultant compensation for performance of the Services and compliance with all terms and conditions of the Agreement shall be the sum of the following:

- 1.1 Direct Labor Cost (“DLC”) – Shall mean the actual labor cost recorded on employees W-2 form (before FICA, fringe benefits, etc.) incurred for the actual number of hours worked under this Contract by Consultant’s employees.
- A) Hourly rates shall be based on experience of the individual. Before an inspector is permitted on the project, the Consultant shall submit a resume of each inspector detailing their experience. The Authority may request to interview the person prior to confirm their experience and ability to meet the Authority’s inspection requirements.
 - B) Actual direct labor rates for each inspector shall be approved by the Authority’s staff prior to beginning work.
- 1.2 Labor Multiplier – Shall mean a factor which, when multiplied by DLC, shall compensate Consultant for all of Consultant’s DLC, profit, and home office overhead expenses and operational expenses, payroll taxes, workers compensation insurance and other labor burdens, other taxes, office equipment depreciation and maintenance, dues/registration/licenses, professional training and education, legal expenses and accounting expenses. The established **Labor Multiplier for this Project is 2.80** for Consultant personnel providing Services to the project and using FBCTRA provided office space and FBCTRA supplied office equipment and supplies.
- 1.3 Other Direct Costs (“ODCs”) – Shall mean authorized expenditures incurred by Consultant and specifically related to the Contract and the Services.
- A) Vehicle Rate – \$1700/month for vehicles used by Consultant’s personnel performing Services on the Project. Vehicle must be a truck, SUV or other approved vehicle that can transverse through construction projects. Vehicle must have flashing or revolving warning light.
 - B) Cellular Telephone – approved invoice amount + 10% (max of \$100.00/month depending on data plan).
 - C) Laptop with data plan (internet and email capable) - \$100 per month
 - D) Reproduction Costs for plans and bid book – approved invoice amount +10%
 - E) Toll charges incurred in the performance of their work – approved invoice amount + 10%
 - F) Other expenses as approved by FBCTRA

2.0 Pricing Basis

2.1 The DLC, ODC, and Labor Multiplier are established from the following:

- A) DLCs are subject to an annual escalation cap of 3%. Prior to the commencement of each calendar year, Consultant and FBCTRA shall mutually agree upon escalation factor below the escalation cap prior to implementation and commencement of the upcoming calendar year. In the event Consultant and FBCTRA are unable to mutually agree upon escalation factor, the escalation factor shall be the 3% cap of an individual's actual base labor rate. Changes to an employee's classification may not be subject to the 3% maximum. Any changes to an employee's classification must be approved by the Authority.
- B) The DLCs and ODCs are estimates only. Independent circumstances shall control actual hours or quantities performed and payment shall be for actual hours or quantities and services provided and not estimated quantities.
- C) Overtime shall only be paid to Consultant where Consultant demonstrates that the employee was entitled to over time payment, and received over time payment shall be paid at a 2.80 multiplier times the actual labor cost paid to the employee for overtime.
- D) No overtime will be paid without prior approval from the Authority. Overtime is determined to be over 40 hours per work week.

2.2 The following shall be provided to the employees and are considered incidental (indirect expense) and will not be paid for directly:

- A) Consultant shall provide a camera with the ability to download and email photos of the project site. Costs incurred to provide the camera are considered incidental to the contract and will not require separate payment. A cellular phone with camera capabilities may meet this requirement.
- B) Consultant shall provide all necessary safety equipment, including but not limited to hard hat, safety vest, harnesses, and safety shoes/boots.
- C) Consultant shall provide copies of the 2024 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

ATTACHMENT C

The Consultant shall furnish certificates of insurance to the FBCTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Consultant, name of insurance company, policy number, term of coverage and limits of coverage. The Consultant 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 Consultant 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 Consultant 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**

Certificate Number:
 2025-1401251

Date Filed:
 12/17/2025

Date Acknowledged:
 12/17/2025

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

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, - Texas (Fort Bend County Toll Road Authority)

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.
 Project 101-1029
 Inspection Services

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 _____, _____, _____, _____, _____.
(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)