

# MULLER



## LAW GROUP

A PROFESSIONAL LIMITED LIABILITY COMPANY

202 Century Square Blvd. | Sugar Land, TX 77478 | 281.500.6050

September 7, 2018

**(Via Electronic Mail)**

Dear Judge and Commissioners:

The Board of Directors of the Fort Bend County Toll Road Authority (the “Authority”) reviewed the following item at their regular meeting held on May 16, 2018, and make the following recommendation to Commissioners Court:

1. Approval of Engineering Services Agreement with Halff Associates, Inc.

A copy of the related document is attached. Please place this item for consideration by Commissioners Court on the agenda for the meeting scheduled on September 25, 2018.

As always, if you should have any questions regarding this matter, please don’t hesitate to contact any member of the Board of Directors or the Authority’s consultants.

Very truly yours,



Richard Muller

Attorney for the Authority

## ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a transportation corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBCTRA" and Halff Associates, Inc., a Texas corporation, hereinafter called "Engineer."

### WITNESSETH

The FBCTRA desires to enter into an agreement for the performance by Engineer of services during the Project, and which are within the "Scope of Services" as defined in paragraph 2 below;

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 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 contract is \$94,906.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved change order.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid in an amount not to exceed \$94,906.00, 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 FBCTRA.

Compensation for services described in Attachment A will be paid per the rates described in Attachment B only for work authorized in writing prior to being performed and only for such work as was actually performed. 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 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 on the basis of project completion certificate and, for Additional Services, time and expense records and in accordance with those payment procedures set forth in subparagraph 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 additional services not within the original Scope of 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 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 the FBCTRA two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for 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 employees established by the Fort Bend County Auditor. The FBCTRA shall review such invoices and approve them within thirty (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 are described in Attachment A.

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 thirty (30) days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than thirty (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 paragraph 3, 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 paragraph 3(b), above.

- b. Termination of this Agreement and payment as described in subparagraph (a) of this Paragraph 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 Paragraph 6 shall survive the termination of this Agreement.
- c. If the FBCTRA terminates this Agreement as provided in this paragraph, 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 thirty (30) days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

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. FBCTRA's right to inspect survives 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 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 termination of this Agreement. Engineer will deliver the Documents to FBCTRA within thirty (30) days of the 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 District's sole risk and without liability or legal exposure to Engineer.

Following Engineer's completion of the Scope of Services and receipt of payment in full, Engineer shall provide FBCTRA with all intellectual property rights of the services rendered hereunder that FBCTRA could reasonably need, including rights of copyright, and Engineer shall not place any restriction on FBCTRA's lawful use of such rights.

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 in 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 licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the 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, as an Additional Service, prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the 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 Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be made in accordance with the Engineer's rates.

12. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and, to the extent that Engineer has received reasonable notice, as provided by or through FBCTRA, the orders and decrees of any courts or administrative bodies or tribunals, in any matter affecting the performance of this Agreement. Notwithstanding the foregoing, Engineer will comply with applicable 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, and 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 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 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 thirty (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. Termination, 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 Construction Industry 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, P.O. Box 1307, Richmond, Texas 77406, 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 Halff Associates, Inc., 14800 St. Mary's Lane, Suite 160, Houston, Texas 77079, Attention: Michael Barbier, 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.

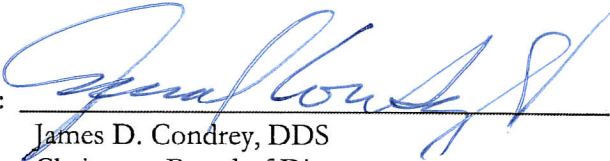
23. Appendices

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

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on September 6, 2018.

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

By:   
James D. Condrey, DDS  
Chairman, Board of Directors

HALFF ASSOCIATES, INC.

By:   
Name: Michael Barbier, P.E.  
Title: Transportation Team Leader

**EFFECTIVE DATE**

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

DATE OF COMMISSIONERS COURT APPROVAL: \_\_\_\_\_

AGENDA ITEM NO.: \_\_\_\_\_

**WESTPARK TOLLWAY ENTRANCE RAMP AT MASON ROAD**  
**ATTACHMENT A**  
**SCOPE OF SERVICES**

**PROJECT DESCRIPTION**

The project consists of the addition of an entrance ramp from the existing westbound Westpark Tollway frontage road to the Westpark Tollway main lanes just west of South Mason Road (see attached location map). This entrance ramp will allow the large residential population near Mason Road and Grand Mission Boulevard to access the westbound main lanes and continue west of The Grand Parkway onto the newly constructed Westpark Tollway extension. No additional tolling facilities are anticipated since there is an existing main lane tolling plaza just west of the proposed ramp location. Project tasks will include survey, utility coordination, ramp/roadway design, traffic control, necessary signage and striping modifications, and bidding/construction phase services.

**TASK 1: SURVEY, DATA COLLECTION, AND UTILITY COORDINATION**

1. Meet with FBCTRA staff to obtain pertinent utility plans, tollway plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the project area
2. Conduct topographic survey
  - Establish horizontal and vertical control (Assumed 2 Temporary Benchmarks)
  - Conventional survey will be utilized to obtain survey for design of the entrance ramp. The area to be surveyed is approximately 2500' long by 135' wide from the Mason Road intersection to the existing main lane toll facility. (Assumed 50-foot cross sections within the project area)
  - All existing features including roadways, driveways, above ground utilities, sidewalks, and drainage improvements will be located.
  - Existing trees along the north ROW line will not be individually tied but will be indicated only by a landscaped edge line since these will not be impacted by the ramp construction.
3. Utility Coordination
  - Halff will coordinate with existing utility providers in the area as needed to verify approximate horizontal and vertical locations of existing facilities that may impact the proposed design
4. Survey and data collection tasks will be bill on a lump sum basis and will be invoiced each month based on actual percent complete.

## **TASK 2: RAMP/ROADWAY DESIGN**

1. Ramp horizontal and vertical geometry will be designed in accordance with current FBCTRA and TxDOT Houston District specifications and standards.
2. The proposed ramp typical section will be based on the existing frontage road pavement section for this area unless otherwise directed by FBCTRA.
3. It is assumed that the ramp will not impact the existing overhead sign structure, retaining walls, or tolling facilities near the proposed ramp location.
4. A traffic control plan will be designed to accommodate existing frontage road and main lane traffic during all phases of construction.
5. Frontage Road and main lane signage and striping will be modified as necessary to accommodate the proposed ramp and direct traffic in the ultimate condition.
6. Existing drainage conditions will be analyzed, and proposed drainage modifications will be designed to accommodate the proposed ramp.
7. Halff will conduct a maximum of two (2) site visits to verify survey information and assess existing conditions.
8. Halff will be available for a maximum of three (3) design coordination meetings with FBCTRA staff to discuss project progress and design decisions.
9. Halff will coordinate with TxDOT for necessary reviews and approvals.
10. Plan submittals will include 70% preliminary plans, 95% bid ready plans, and 100% final plans.
11. 70% Submittal will include:
  - Cover Sheet
  - Index Sheet
  - Quantity Summary Sheets
  - Typical Sections
  - Overall Project Layout
  - Horizontal Alignment Data
  - Survey Control Maps
  - Drainage Area Maps
  - Plan and Profile Sheets
  - Signage and Striping Plans
  - Traffic Control Plan
  - Storm Water Pollution Prevention Plans
12. 95% Submittal will include updates to all 70% sections plus the following:

- General Notes
  - Cross Sections (100-foot intervals with earthwork calculations)
  - Standard construction details
  - Responses to 70% comments
13. Project specifications will be complied and supplied with 95% and 100% submittals.
14. A detailed Engineers Estimate of Construction Cost will be prepared for each submittal.
15. Ramp/Roadway Design Tasks will be billed on a lump sum basis and will be invoiced each month based on actual percent complete.

### **DELIVERABLES**

1. Maximum of Fifteen (15) copies of interim plan submittals for review by FBCTRA and TxDOT staff
2. Maximum of Six (6) copies of approved plans for FBCTRA and contractor use during construction
3. One (1) copy of final as-built plans for FBCTRA records

### **ESTIMATED SCHEDULE**

Survey/Data Collection:	6 weeks (after Notice to Proceed)
70% Plans Submittal:	8 weeks (after survey is complete)
70% Review:	4 weeks (assumed FBCTRA/TxDOT review time)
95%/Bid Ready Plans Submittal:	4 weeks (after 70% comments are received)
95% Review:	4 weeks (assumed FBCTRA/TxDOT review time)
100%/Final Plans Submittal:	2 weeks (after 95% comments are received)
Total Estimated Design Time:	28 weeks (after Notice to Proceed)

## **EXCLUSIONS**

The scope of work in this proposal specifically excludes the following items:

1. Environmental assessment or remediation, USACE 404 Individual Permits or Mitigation Plans
2. Geotechnical Investigation
3. Traffic engineering reports or studies
4. Reproduction of documents, beyond the stipulated deliverables
5. Intersection/Signal modifications
6. Signage and striping modifications for areas not impacted by the proposed ramp
7. Level A or B Subsurface Utility Investigation (available upon request)
8. Tolling system modifications
9. Utility relocation plans
10. Pedestrian facilities
11. Construction Material Testing
12. Daily Site Inspection
13. Payment Application Preparation
14. Right-of-entry for access to any private areas outside the right-of-way
15. Platting, preparing easement or right-of-way parcel preparation and acquisition

Westpark Tollway Entrance Ramp at Mason Road  
Attachment B - Engineering Fee Estimate  
Halff Associates

TASK DESCRIPTION	QA/QC	PROJECT MANAGER	SENIOR ENGINEER	DRAINAGE ENGINEER	DESIGN ENGINEER	SURVEY CREW	RPLS	SURVEY TECH	CADD OPERATOR	CLERICAL	TOTAL HOURS	Task Total
1. Survey, Data Collection, and Utility Coordination												\$ 26,216.00
Preliminary Coordination with FBTRA Staff		8	4		4						16	\$ 2,768.00
Utility Coordination		4	8		4						16	\$ 2,748.00
Topographic Survey and Control						90	24	24			138	\$ 20,700.00
												\$ -
2. Ramp/Roadway Design												\$ 68,690.00
Cover Sheet & Index		1	1		8				7		17	\$ 1,883.00
General Notes	1	1	4		4				3		13	\$ 1,911.00
Quantity Summary Sheets		1	1		12				4		18	\$ 2,073.00
Typical Sections	1	2	4		12				8		27	\$ 3,432.00
Project Layout		2	2		4				10		18	\$ 2,078.00
Drainage Area Maps/Calculations	1	2	2	12	8				8		33	\$ 4,644.00
Plan and Profile Sheets (Roadway, Drainage)	2	24	32		40				40		138	\$ 19,180.00
Traffic Control Plan		10	10		16				16		52	\$ 7,018.00
SWPPP Sheets		2	2		8				8		20	\$ 2,354.00
Signing & Pavement Markings		2	2		16				12		32	\$ 3,594.00
Standard Details		1	1		8				4		14	\$ 1,625.00
Technical Specifications		4	4		8						16	\$ 2,436.00
Construction Cost Estimate		2	2		16				16		36	\$ 3,938.00
Cross Sections with earthwork calculations		4	8		16				16		44	\$ 5,468.00
Responses to Comments		4	4		8					4	20	\$ 2,676.00
Project Management & Meetings (Assumed 4)		8	8								16	\$ 3,080.00
Design Phase Expenses												\$ 1,300.00
MANHOUR SUBTOTAL	5	82	99	12	192	90	24	24	152	4	684	
	1%	12%	14%	2%	28%	13%	4%	4%	22%	1%		
LABOR RATE PER HOUR	\$250.00	\$195.00	\$190.00	\$170.00	\$112.00	\$150.00	\$200.00	\$100.00	\$86.00	\$60.00		
SUBTOTAL LABOR	\$1,250.00	\$15,990.00	\$18,810.00	\$2,040.00	\$21,504.00	\$13,500.00	\$4,800.00	\$2,400.00	\$13,072.00	\$240.00		
TOTAL												\$ 94,906.00

## 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 thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, 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 \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$3,000,000	general aggregate limit
\$2,000,000	each occurrence, combined single limit
\$2,000,000	aggregate Products, combined single limit
\$2,000,000	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 \$3,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$3,000,000 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 2

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.

Half Associates, Inc  
Houston, TX United States

Certificate Number:  
2018-394886

Date Filed:  
08/21/2018

Date Acknowledged:  
8/22/2018

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

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.

32744  
Westpark Tollway Entrance Ramp at Mason Road, FBCTRA

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zapalac, Russell	Richardson, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Kunz, Patrick	Richardson, TX United States	X	
	Barbier, Michael	Houston, TX United States	X	
	Adams, Booby	Houston, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Craig, Matthew	Richardson, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Kuhn, Greg	Richardson, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	