

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH

WHEREAS, the FBGPTRA proposes to design a fiber optic communication network along the Fort Bend Grand Parkway Toll Road, Segment D (from north of Fort Bend Westpark Tollway/FM 1093) to IH 69, in Fort Bend County, Texas, (the "Project");

WHEREAS, the FBGPTRA 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 FBGPTRA 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 Agreement is \$197,910.44. 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 a lump sum amount not to exceed \$197,910.44, as shown in Attachment B.

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

- 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 FBGPTRA, 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 FBGPTRA. 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 FBGPTRA, 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 FBGPTRA 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 FBGPTRA 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 any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBGPTRA). 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 FBGPTRA 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 FBGPTRA within thirty (30) calendar days after the FBGPTRA'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 schedule in Section 1.5 of the Scope of Services.

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

4. The FBGPTRA's Option to Terminate

- a. The FBGPTRA 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 FBGPTRA 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 FBGPTRA. The Engineer's final invoice for said services will be presented to and paid by the FBGPTRA 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 FBGPTRA 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 FBGPTRA 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 FBGPTRA'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 FBGPTRA by virtue of this Agreement or otherwise. Failure of the FBGPTRA 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 FBGPTRA 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

The Engineer will permit the FBGPTRA, or any duly authorized agent of the FBGPTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. FBGPTRA'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 FBGPTRA, subject to all of the following terms and conditions; provided, however, FBGPTRA 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 FBGPTRA 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 FBGPTRA 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 FBGPTRA's sole risk and without liability or legal exposure to Engineer.

FBGPTRA 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 FBGPTRA 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 FBGPTRA, 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 FBGPTRA that Engineer is permitted to use in connection with the services will not be used without FBGPTRA's consent and shall remain the sole and exclusive properties of FBGPTRA, 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 FBGPTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBGPTRA 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 FBGPTRA'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 FBGPTRA, is incompetent, or, by his conduct, becomes detrimental to the Project, shall, upon request of the FBGPTRA, 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 FBGPTRA

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 FBGPTRA. Responsibility to the FBGPTRA for sublet work shall remain with the Engineer.

10. Conference

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

11. Appearance as Witness

If requested by the FBGPTRA, or on its behalf, the Engineer shall 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 FBGPTRA 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 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 FBGPTRA 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 FBGPTRA relating to the property or facilities with respect to which this Agreement pertains, Engineer and the FBGPTRA agree as follows:

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBGPTRA, 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 FBGPTRA OR STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBGPTRA 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 FBGPTRA and the Engineer agree to submit the dispute to mediation. In the event the FBGPTRA 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 FBGPTRA 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 FBGPTRA under this Agreement, shall be delivered to the Fort Bend Grand Parkway Toll Road Authority, 1950 Lockwood Bypass, Richmond, Texas 77469, Attention: Mike Stone, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Iteris, Inc., 1700 Carnegie Avenue, Suite 100, Santa Ana, California 92705, Attention: VP Legal, or such other place or places as the Engineer may designate by written notice delivered to the FBGPTRA.

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 FBGPTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBGPTRA 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 FBGPTRA's Acts

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

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBGPTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBGPTRA 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 FBGPTRA shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

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, and (ii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code.

22. Successors and Assigns

The FBGPTRA 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 the 28th day of November 2018.

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a Texas local government
corporation

By: 

Dr. James D. Condrey
Chairman, Board of Directors

ITERIS, INC.,
ENGINEER

By: 

Name: Khristine Arakaki
Title: Vice President, Legal

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
SH 99 Fiber Optic Trunk Connectivity Project
Services to be Provided by Iteris

Counties: **Fort Bend**
Cities: **Various, Unincorporated Ft. Bend Co.**
Limits: **SH99, approx. Westpark Tollway to south of IH 69/US59**

General

The work to be performed by the Engineer (Iteris) shall consist of providing engineering services for PS&E design of new a fiber optic communication network along SH 99. The design shall include connectivity to existing roadside devices, and consider options for future device expansion by placing ground boxes in strategic locations for easy accommodation. Roadside devices include the Toll System cabinets, CCTV cameras, designed by others, and provisions for future connectivity to traffic signal cabinets. System connectivity diagrams will be developed to represent existing network components and proposed improvements for network expansion. Consideration will also be given to potential electrical service locations and how they may be integrated into the system for future roadside devices. This scope also describes the services which the Engineer will provide for the development of Plan layouts for the following:

- 1) Field evaluation to survey the terrain and observe any physical limitations, including the Brazos River bridge crossing, and the roadway junction at the Westpark Tollway.
- 2) Field observation and notes regarding available power utilities for future roadside devices, directly affecting ground box placement as part of this project.
- 3) Detailed design package for the construction and installation of conduit, fiber optic cabling and details to connect to existing and adjacent infrastructure.

The scope of work and associated fees for the proposed services are based on the following items:

- A. Where possible, BGE shall provide the Engineer with existing project notes, available AS-BUILT plans or CADD files, latest available high resolution aerial imagery (.sid files), existing above ground and below ground utility files, drainage files, Right-of-Way files, SH 99 alignment files, and other existing documents needed to meet the requirements of a detailed design.
- B. The Engineer shall design and prepare layouts for existing system and recommended modifications and provide estimates for all items as identified herein.
- C. The Engineer will perform the design according to TxDOT standards and furnish all State standard details required to complete this project to make ready for bid.
- D. The Engineer shall perform and submit all work on this project in electronic CADD drawings in a leveled, MicroStation V8 SS4 format consistent with TxDOT CADD standards.
- E. The Engineer will perform the design in accordance with State standards, National Electrical Code Handbook (NEC), Standard for the Installation of Lightning Protection Systems (NFPA 780), FCC regulations, Utility Accommodations Manual, TxMUTCD, and applicable local, state and federal laws and regulations.

1.0 Project Management

Project administration spans the duration of the work order for this project and is crucial to the success of the Project. This task involves the monitoring and coordination of services provided by the Engineer. This task includes the establishment of invoicing formats, project control and management, maintenance of project records and files, reporting requirements, project meetings, and documentation deliverables.

1.1 Project Progress Meeting(s)

After notice-to-proceed, and work has commenced, the Engineer will meet with the GEC to discuss findings and address issues that require coordination and additional exchange of data between BGE and the Engineer for activities applicable to all tasks. The Engineer will prepare agendas, diagrammatic design documents, equipment configuration plan documents (ECP), materials and meeting notes for each of these meetings.

Assumption(s):

- Project status meetings will be monthly including in-person or webinar format to discuss other items such as scheduling, deadlines, financials, etc.

1.2 Project Control and Management

The Engineer will be responsible for the day-to-day activities of managing the Project. Specific activities include project coordination; review, verification, and adherence to contract schedule for this project.

1.3 Project Records and Files

The Engineer will develop a project filing system in Windows electronic data format. This filing system, which will be maintained in the Engineer's offices for the life of the pilot project, will be designed to assure that files can be easily located and retrieved at all times. This filing system will also assure that electronic files are frequently backed up. These files will be available to the GEC until the work order is finalized.

1.4 Monthly Status Reports and Invoicing

The Engineer shall prepare monthly progress reports that identify progress made during the reporting period, percent complete for each task, anticipated activities for the upcoming reporting period, and any problems, obstacles or deviations from the work plan. This task will also include the receipt and processing of invoices from project subconsultant(s).

1.5 Scheduling

The Engineer will develop a hardline schedule to depict the project workflow based on the structure described within this scope of services. This schedule will present the estimated task durations. If the actual project schedule deviates from the original schedule, the Engineer will generate a revised process to ensure actual progress results in original hardline schedule.

The scope of work will be completed within four (4) months of Notice to Proceed.

2.0 Existing Conditions, and Field Evaluation:

2.1 – Initial Data Collection

This task will involve the collection of all electronic CADD files and project notes for PS&E production.

2.2 – Field Inventories

This task includes a physical site visit to take pictures and make notes of the field conditions and to address any construction challenges. Notes and pictures will also be taken at all tolling locations to assess how to integrate with the new communication infrastructure.

Any obvious damage or deficiencies found under this task item will be noted and coordinated with the GEC for repair.

3.0 Communication System Design

This task will provide for the preparation of plan layouts for the Tolling and ITS communication backbone system. The Engineer shall develop the layouts using English units. The main design components for this project are as follows:

- 1) Fiber Optic communication system for the project limits;
- 2) Physical connections for the existing roadside infrastructure and adjacent communication systems;
- 3) Strategically placed ground boxes for easy access to power facilities and future roadside device integration;
- 4) Fiber Optic splice charts and termination tables;
- 5) Non-Standard ITS device details to ensure proper connectivity to tolling infrastructure and accurate record keeping.

3.1 Base Maps

During this subtask, the Engineer will address the following: incorporating missing features found during site field reviews; cutting and arranging the base mapping onto plan sheets; creating match lines; labeling route numbers/interchanges/adjacent roadways within the base map limits; developing title blocks; including the State project numbers; and updating base maps with the State supplied future construction projects.

3.2 Preparations of Layouts

Layout sheets shall be prepared in accordance with the latest applicable TxDOT standards and procedures including the use of Computer Aided Drafting and Design (CADD) systems. The scale will be 100 scale throughout this project. Final copies of sheets prepared in CADD shall be furnished to the GEC on a recordable CD in PC MicroStation (.DGN) format. Two review submittals are expected for this project, at the 90% and 100% stages of completion.

The layout sheets shall indicate a north directional arrow and a bar scale. Pertinent existing features and any items removed or relocated shall be indicated on the layout sheets.

Layouts prepared by the Engineer shall be submitted for review and comments by the GEC at the following stages of development:

A. 90% Design

Existing and proposed network connectivity diagrammatic development.

Diagrams including street names, legend, connectivity flow, north arrow, sheet summary charts, conduit run charts, location(s) of conduit trunk line(s) when applicable, field equipment locations, and communications sizing and routing. Detail sheets and standard sheets will be listed and provided as applicable.

90% Review Submittal

Sheets will include:

- 1) Plan-Set Title Sheet, quantity summary, general notes, layout sheets, communication diagrams, fiber splice diagrams, detail sheets, and standards.
- 2) Communication system layout (map) for project locations and limits;
- 3) Communication line diagrams, in MicroStation format, for all locations and devices from the field, back to the local hub and proposed path(s) back to Ft. Bend Co. Tollroad Authority offices;
- 4) All proposed ground box and conduit infrastructure, including attachments to any bridge structures and underground boring details as necessary;
- 5) Identification of future roadside devices and existing power utilities including strategically place ground boxes for future expansion.

Deliverables:

- Connectivity diagram(s) with all locations as noted, index-of-sheets, existing quantities, and communication and schematic diagrams;
- Plan-set completed to 90% for review and final comments;
- Engineer's construction cost estimate;
- Three (3) B/W 11"x17", hard copy, plan-sets;
- One PDF format electronic copy plan-set

B. 100% Design

Sheets will incorporate appropriate review comments from all prior plan reviews. In addition, these plans will include an Engineer's seal and all required standards.

Deliverables:

- One paper set of 11" x 17" plan sheets and PDF format signed, sealed and dated by a Professional Engineer registered in the State of Texas in blue ink;
- Electronic copies of DGN files;
- All items including design changes resulting from client comments, and other stakeholders, and construction quantities.

ATTACHMENT B

FBGPTRA SH99 (From Westpark Tollway to I-69) ITS PS&E

ITERIS COST PROPOSAL

October 31, 2018

TASK	ITERIS STAFF										Total Hours	ODCs	Total Cost	
	Duane Hartmann Project Manager	Patrick Ramirez Senior Engineer	Quan Nguyen Senior Engineer	Stuart Hunter Project Engineer	Rasool Andilbilian EIT	Maitri Zalawardla EIT	Mehdi Mohades Senior Traffic Tech	S Quality Manager	Filip Dajkovich Admin/Clerical	ITERIS TOTAL				
Task 1	Project Management	7.00	54.00	12.00	0.0	0.00	0.00	0.00	0.00	0.00	\$17,453.68	73		\$17,453.68
	Prepare Monthly Progress Reports	1	10								\$2,742.04	11		
	Develop/Maintain Project Schedule		4								\$986.20	4		
	Project Progress Meetings (3 meetings/4 Hrs Ea)		12	12							\$5,162.81	24		
	Prepare/Distribute/File Project Correspondence		10								\$2,465.50	10		
	Prepare/Distribute Meeting Minutes		4								\$986.20	4		
	Docment Phone/Conference Calls		4								\$986.20	4		
	Coordinate Various Team Member Work	6	10								\$4,124.73	16		
											\$0.00	0		
Task 2	ITS Analysis and Project Design	0.00	57.00	482.00	32.00	220.00	0.00	392.00	0.00	0.00	\$179,834.26	1,183		\$179,834.26
	Notes / Data Collection / Initial Project Organization			24				24			\$7,461.42	48		
	Field Survey		16	16							\$6,883.75	32		
	Multi-Agency Coordination		8	8							\$3,441.87	16		
	Aerial TOPO Creation		2	32							\$6,371.00	34		
	Cut Project Sheets (set-up title-block, etc.)			32							\$5,877.90	32		
	Cover / Project SHT (1 SHT)			2				20			\$2,911.53	22		
	Summary of Quantities (1 SHT)			20							\$3,673.69	20		
	ITS Notes (1 SHT)		2	20							\$4,166.79	22		
	Project Layout / Pages Index / Map (2 SHTS)			60							\$11,021.06	60		
	SH 99 Fiber Optic Layouts (16 SHTS)		8	200		100		180			\$71,710.82	488		
	SH 99 Toll Gantry Details (4 SHTS)			20				100			\$16,394.50	120		
	HUB Connection Details (2 SHTS)			40							\$7,347.38	40		
	Obstruction Crossing / Misc Details (3 SHTS)							60			\$7,632.49	60		
	Quantities / Construction Cost Estimate		8		32						\$7,122.88	40		
	Fiber Schematics / Splicing Diagrams (3 SHTS)					60					\$6,062.45	60		
	ITS Details (Non-Standard / Custom) (3 SHTS)		12			60					\$9,021.05	72		
	TxDOT Standards / Research / Organization		1	8				8			\$2,733.69	17		
											\$0.00	0		
Task 6	Iteris ODE	0	0	0	0	0	0	0	0	0	\$0.00	0	\$622.50	\$622.50
	ODE										\$0.00	0	\$622.50	
											\$0.00	0		
											\$0.00	0		
	Total Labor Hours	7	111	494	32	220	0	392	0	0	\$197,287.94	1,256	\$622.50	\$197,910.44
	TOTAL													\$197,910.44

Description	Type	SHT CNT	Project %	Total				Double Bank?	Notes	
				HRS/1 Person	30%	60%	90%			
Notes/Data/Initial Project Organization	PSE	N/A	30%	40	40					
Field Survey	Field	N/A	-	16	32	8			N/A	Hrs/Sheet
Multi-Agency Coordination	PSE	N/A	-	16	8	8			N/A	20
			-							
Aerial TOPO Creation	PSE	N/A	30%	32	32					DBL/Bank
Cut Project SHTS (set-up title-block, etc...)	PSE	N/A	60%	32	32					
Cover / Project SHT	PSE	1	60%	20		16				Multiplier
Summary of Quantities	PSE	1	60%	20		20				1.5
ITS Notes	PSE	1	30%	20		16			No	
Project Layout / Pages Index / Map	PSE	2	30%	60	60				yes	
SH 99 Fiber Optic Layouts	PSE	16	-	480	20	250	60	30	yes	4,400 FT/SHT (2200 FT DBL Bank) (Scale 1=200)
SH 99 Toll Gantry Details	PSE	4	-	120	10	60	15	5	yes	8 - Existing Toll Gantries (Scale 1=40)
HUB Connection Details	PSE	2	-	40	5	15	5	5		Connect to Westpark Tollway and US 59
Obstruction Crossing/Misc Details	PSE	3	-	60		35	10			Brazos River Bridge / WP tollroad
			-							
Quantities / Construction Cost Estimate	PSE	N/A		32		20	12			
Fiber Schematics / Splicing Diagrams	PSE	3		60		40	10			
ITS Details	PSE	3	-	60		20	10			HUB, splice closures, FDU, Sig Tie-in, ITS Cab, Misc...
			-							
Standards	PSE	N/A	-	16		20	4			BC, TCP, DMS, ITS Standards
			-							

Working hours per month

160 6.78

1084 199 528 126 40

ATTACHMENT C

1. Insurance Certificates. Before commencing any services or work hereunder, Engineer agrees to furnish certificates of insurance to FBGPTRA evidencing that the insurance required below is in force and effect. Engineer shall provide new, replacement certificates, evidencing the procurement of successor policies, prior to the expiration of each required policy for so long as this Agreement is in effect.

Engineer shall be deemed to have reviewed each certificate furnished on Engineer's behalf by Engineer's broker or other representative. Engineer warrants the accuracy of all information shown on each certificate furnished to FBGPTRA.

2. Required Insurance and Limits of Liability. Throughout the term of this Agreement, Engineer agrees to obtain and maintain in force and effect insurance of the following types and amounts from insurance companies authorized to engage in the business of insurance in the State of Texas and rated by Best's A-, VII or better:

- A. Workers' Compensation Insurance affording statutory benefits in accordance with all requirements of the applicable worker's compensation laws and covering Engineer's employees and workers as to whom an employer may obtain worker's compensation insurance. Statutory workers' compensation insurance is required; no alternative forms of insurance are permitted.
- B. Employer's Liability Insurance with limits of not less than \$1,000,000 per accident or for disease.
- C. Commercial General Liability Insurance, including completed operations and contractual coverage, with limits of not less than:
 - a. Each Occurrence – \$1,000,000
 - b. General Aggregate - \$2,000,000
 - c. Products-Completed Operations Aggregate - \$2,000,000
 - d. Personal & Advertising Injury -\$1,000,000
- D. Business Automobile Liability Insurance with limits of not less than \$1,000,000 (combined single limit) each accident covering owned, hired or leased, and non-owned autos.
- E. Excess or Umbrella Liability Insurance, applying excess of B., C., and D, above, with limits of not less than \$2,000,000 per occurrence and in the aggregate.

- F. Professional Liability Insurance covering Engineer's acts and omissions with limits of not less than \$5,000,000 per claim and in the aggregate.

The foregoing required insurance is the minimum insurance required by this Agreement and Engineer may, in its sole discretion, procure additional insurance or higher limits of liability.

3. FBGPTRA To Be Named Additional Insured. To the extent allowed by law, the Commercial General Liability Insurance, Business Automobile Liability Insurance, and Excess or Umbrella Insurance required by C., D., and E., above, shall be endorsed to provide that FBGPTRA and FBGPTRA's directors, officers, agents, and employees are added as additional insureds for liability they may have arising out of or related to Engineer's services or work under this Agreement.

All such policies shall be endorsed to provide that such additional insured coverage is on a primary basis, and not in excess of other insurance coverage available to FBGPTRA, and that Engineer's insurers will not seek contribution or recovery from FBGPTRA or other insurance as may be available to FBGPTRA.

4. Insurance Required of Engineer's Subcontractors. Engineer shall require any subcontractors providing services or work under this Agreement to obtain the same insurance and limits of liability as required by A., B., C., D., and E. above. Engineer shall also require any such subcontractor to cause its insurers to waive subrogation in favor of FBGPTRA to the same extent as required by the following provision.

5. Waiver of Subrogation in Favor of FBGPTRA. The parties intend that none of Engineer's insurers shall subrogate against the FBGPTRA. Accordingly, Engineer agrees to cause its insurers, including insurers underwriting the policies required above, to waive subrogation against FBGPTRA. For the avoidance of doubt, Engineer also agrees that it presently waives and releases all rights of recovery, claims, or causes of action that might hereafter arise in favor of Engineer for any loss, damage, or liability that is covered by Engineer's insurance, regardless of whether the loss, damage, or liability is caused by the negligence, breach of any legal duty, or other fault of FBGPTRA. The foregoing release is effective even if Engineer fails to obtain the required insurance.

6. Notice of Cancellation, Modification or Impairment of Limits. The policies required above shall provide that they will not be canceled or non-renewed, without at least 30 days prior written notice to FBGPTRA. Additionally, Engineer shall provide prior written notice to FBGPTRA of any material change to the coverage under the policies required above at least seven (7) days before any such change.

Engineer shall give written notice to FBGPTRA within at least seven (7) days of the date on which an impairment of the aggregate limits of its liability insurance by the payment of claims reduces an available aggregate limit by 50% or more of the aggregate limit amount required above. If Engineer's excess insurance is not such as to drop down and comply with these insurance requirements, the FBGPTRA may require reinstatement of impaired aggregate limits to the amount required.

7. Information Concerning Engineer's Insurance Program. If FBGPTRA has questions concerning Engineer's casualty insurance program, Engineer agrees to answer them. Complete, true, and correct copies of each policy required above shall be furnished to FBGPTRA promptly upon FBGPTRA's request, and Engineer may redact payroll and premium information from such policies.

8. Engineer's Compliance with Policy Conditions. Engineer shall comply with and not violate or knowingly permit to be violated any condition of the insurance policies required above. Engineer agrees to give its insurers timely written notice of all occurrences, accidents, or claims arising out of the services or work under this Agreement, with a copy to FBGPTRA.

9. Engineer's Payment of Premiums, Deductibles, and SIRs. Engineer, not FBGPTRA, shall be responsible for any and all policy premiums, deductibles, or self-insured retentions payable in connection with Engineer's insurance, including the insurance required above. The maximum deductible or self-insured retention amount for any insurance provided under this Agreement is \$500,000. If the policy provides for deductibles, the policy documents shall provide that the insurer will be responsible for collection of the deductible from the insured in connection with any claim.

10. Non-waiver — No Limitation of FBGPTRA's Rights. Engineer unilaterally undertakes the obligation to comply with the foregoing provisions of this section. FBGPTRA may, in its sole discretion, comment on Engineer's insurance or furnished certificates of insurance, but FBGPTRA has no obligation do so. Accordingly, the FBGPTRA's knowledge or belief concerning deficiencies, or possible deficiencies, in Engineer's insurance, including non-compliance with this section shown by any insurance certificate or other information furnished to the FBGPTRA, shall not affect the FBGPTRA's rights and shall not result in a waiver or otherwise limit or impair the remedies available to FBGPTRA for Engineer's failure to comply with the requirements of this section. Nothing contained in this section shall restrict, limit, impair, or waive FBGPTRA's rights or Engineer's responsibilities to FBGPTRA under the other terms of this Agreement or otherwise under applicable law. The cancellation, expiration, or exhaustion of any of the insurance required above shall not preclude the FBGPTRA from recovery against Engineer for any liability arising under this Agreement or otherwise.

11. Additional Professional Liability Insurance. FBGPTRA may, at its discretion, elect to require or obtain other or additional insurance, including protective insurance for its benefit, professional liability coverage, project specific policies, or specific additional-limit excess coverages. In such event, Engineer shall cooperate with and provide information to FBGPTRA as necessary in order to procure such insurance, including obtaining quotations, performing evaluations of the insurance options available to provide higher limits of liability, and extending reporting periods. Any additional cost for additional insurance that is required or obtained pursuant to this paragraph, net of any savings under the Engineer's existing professional liability policy, shall be paid by FBGPTRA.

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.
Iteris, Inc.
Santa Ana, CA United States

Certificate Number:
2018-430894

Date Filed:
12/05/2018

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

Date Acknowledged:
12/5/18

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.
GSP1-Engineering
Professional Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MILFAM LLC	West Palm Beach, FL United	X	
	Joe Bergera,	Santa Ana, CA United States	X	
	Kevin C. Daly, Ph.D.,	Santa Ana, CA United States	X	
	Scott Deter,	Santa Ana, CA United States	X	
	Gerald M. Mooney,	Santa Ana, CA United States	X	
	Mikel H. Williams,	Santa Ana, CA United States	X	
	Laura L. Siegal,	Santa Ana, CA United States	X	
	Thomas L. Thomas,	Santa Ana, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Delorie Farr, and my date of birth is [REDACTED]

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) [REDACTED] (country)

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

Executed in Orange County, State of CA, on the 5 day of Dec, 2018
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)