

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 Binkley & Barfield, Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBGPTRA proposes to design the third lane on the northbound frontage road of the Fort Bend Grand Parkway Toll Road (SH 99) between IH 69 (US 59) and the existing entrance ramp south of Riverpark Drive, 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 \$189,352.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum amount not to exceed \$189,352.00, 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 on the basis of project progress to be billed monthly, and, for Additional Services, on the basis of time and expense records, and, in all cases, 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 delivery schedule in Attachment A.

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

Upon written notice (including email), 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 at reasonable times during normal business hours. FBGPTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

Upon payment in full for undisputed amounts of Engineer's services, all documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the 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 a Texas Licensed Professional Engineer.

- 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, P.O. Box 1307, Sugar Land, 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 Binkley & Barfield, Inc., 1710 Seamist Drive, Houston, Texas, 77008, Attention: Paul Voiles 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.

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 |

24. Statutory Terms Applicable To State Political Subdivisions

- a. As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that

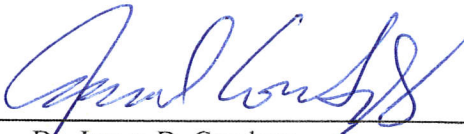
is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

- b. Prior to execution of this Agreement by FBGPTRA, the Engineer will be required to submit a Texas Ethics Commission Form 1295. Please see this website for details related to this disclosure:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- c. Engineer certifies and agrees that it is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153, Texas Government Code.
- d. In accordance with Section 176.0065, Texas Local Government Code, a list of local government officers of FBGPTRA may be obtained by contacting the FBGPTRA's records administrator at (281) 500-6050.


[Signatures Follow]

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 18th day of 2019, 2019.

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

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

Binkley & Barfield, Inc.
ENGINEER

By: 
Name: David A. Hamilton, P.E.
Title: Executive Vice 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 GRAND PARKWAY TOLL ROAD (SH 99) – SEGMENT D
Northbound Third Frontage Road Lane**

PROJECT LIMITS: SH 99 northbound (frontage road) approximately from IH 69/US 59 to northbound entrance ramp south of E. Riverpark Dr.

GENERAL DESCRIPTION

The work to be performed by the Engineer under this scope of work consists of providing various roadway design engineering services to widen the existing northbound frontage from two (2) to three (3) lanes. The following is a detailed list of tasks which will be performed by the Engineer.

GENERAL REQUIREMENTS

Produce roadway plans including cross-sections, specifications and estimates (PS&E) and prepare construction bid documents.

The Engineer shall prepare all work in accordance with the latest version of applicable TxDOT's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the *PS&E Preparation Manual*, *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)*, and other TxDOT approved manuals. When design criteria are not identified in TxDOT manuals, the Engineer shall notify the FBGPTRA and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street*, (latest Edition). In addition, the Engineer shall follow the FBGPTRA's guidelines in developing the PS&E package.

The Engineer shall notify the FBGPTRA in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

The PS&E shall be complete and organized in accordance with the latest edition TxDOT's PS&E Preparation Manual. The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest FBGPTRA's policies and procedures, and the District's PS&E Checklist.

Submit 50%, 90%, and final PS&E packages for review.

The scope of this project will not include any improvements or changes to the cross streets.

Coordinate contract documents preparation with the FBGPTRA's engineer preparing contract documents for other work in the project vicinity to be included in a single construction package.

Provide project planning and control to include quality management.

Provide an accurate, complete and constructible set of contract documents.

The Fort Bend Grand Parkway Toll Road Authority (FBGPTRA) will have the ultimate authority for determining what constitutes an accurate, complete and constructible set of contract documents.

If so directed by FBGPTRA, make the revisions to the contract documents, as reported during the design process.

1) SURVEY (by Baseline Corporation)

The purpose of this task is to recover and establish adequate survey control points and to perform topographic surveys of existing conditions suitable for design.

a) Project Control

- 1) Locate existing control points within or near the Project Limits
- 2) Set up to three (3) horizontal and vertical control points: one near the south limits, one near the approximate midpoint, and one near the north limits of the project. Points will be set where they will be unlikely to be disturbed during the construction phase of the project.
- 3) Create horizontal and vertical control sheets for inclusion in the construction documents.

b) Topographic Survey

- 1) Collect data from the east right-of-way (ROW) of the Grand Parkway to the approximate centerline of the ROW within the project limits.
- 2) Services shall include obtaining elevations and locations of existing paving, improvements, driveways, natural ground, ditches, irregularities in the natural ground, trees, signs and all other physical features. Obtain top, flow line elevations and pipe sizes on storm sewer lines, sanitary sewer lines, culverts, inlets and drainage structures. A "One-call" shall be initiated to have existing utilities marked and flagged. Existing utilities shall be located and tied based on visible evidence.
- 3) Locate and define the existing east ROW line of the Grand Parkway within the limits of the project. Said ROW shall be shown in the topographic 2d survey file.

c) Survey Deliverables

- 1) Signed and sealed Survey Control and Index Sheets (MicroStation file, PDF file and hard copies.
- 2) A 2d and a 3d MicroStation file, tin file and contour file will be provided of the topographic survey. PDF file will also be provided.
- 3) Survey notes and ASCII point file.

2) ROADWAY

The purpose of this task is to prepare the roadway design and develop the final drawings, using the CADD standards, as provided by the FBGPTRA's engineer, which will be included in the contract documents for construction. The following tasks describe the work to be performed:

- a) Conduct field trips to the project site to investigate and confirm data and assumptions and assess general conditions as needed.
- b) Geometric Design – Develop the horizontal and vertical alignments and typical sections to meet project requirements.
- c) Typical section sheets shall be developed. Sections will be prepared for the existing and proposed frontage road, as necessary to provide a thorough understanding to the contractor of the work intended. Typical section information shall include the following:
 - 1) Specific station limits
 - 2) Profile Grade Line location
 - 3) Tollway center line
 - 4) Widths of travel lanes
 - 5) Width of shoulders
 - 6) Pavement section design
 - 7) Pavement cross slopes
 - 8) Traffic barriers
 - 9) Mow strips
 - 10) Ditch side slopes
 - 11) Sodding/seeding limits
 - 12) Riprap
 - 13) Limits of embankment and excavation
 - 14) The proposed pavement design and roadway section width information will be provided by FBGPTRA, except for any detours.
 - 15) Typical Section number.
 - 16) Curb offsets
- d) Separate plan and profile sheets will be prepared for the northbound frontage road to a scale of 1"=100' horizontal and 1"=10' vertical on 11"x17" format sheets.
 - 1) The plan view shall contain, at a minimum, the following design elements:
 - (a) Calculated roadway center lines/base lines (PGL's) for the frontage road as needed. Horizontal control point information shall be shown.
 - (b) Lane and pavement width dimensions.
 - (c) Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - (d) Control of access line, ROW lines and easements, as required, (data to be provided by PMC).
 - (e) Limits of riprap, block sod, and seeding.
 - (f) Existing utilities and structures (data to be provided by PMC).
 - (g) Benchmark location (data to be provided by the PMC).
 - (h) Radii callouts, curb location, guard rail, guard fence, crash safety items, as required.
 - (i) Superelevation data, as required.
 - (j) Typical section number.
 - (k) Existing elements to be removed, quantified as required.
 - 2) The profile view shall contain the following design elements:

- (a) Existing natural ground profile at profile grade line.
 - (b) Existing elevations.
 - (c) Proposed ditch flowline, as required, including grade and PI data.
- e) Roadway detail plan sheets will be prepared that are associated with the roadway construction. Roadway detail sheets will be developed for special details that may be needed to define, detail, or clarify construction items for the contractors' understanding. These plan sheets may include, but are not limited to:
- 1) Miscellaneous Roadway Details
- f). Design cross sections should be prepared at a maximum interval of 100 feet for determining final earthwork and other bid item quantities. The cross sections shall be prepared at the beginning and end stations and at even 100-foot stations. Cross sections must be delivered in standard GEOPAK format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all criteria and input files used to generate the design cross sections. Each cross-section shall include, but is not limited to:
- 1) Centerline location and station
 - 2) Proposed ground line
 - 3) Roadway side slopes
 - 4) Elevations at centerline, edges of pavement, and tops of curb
 - 5) Existing ground line
 - 6) Roadway cross-slopes
 - 7) Existing and/or proposed ROW limits
 - 8) Cut and fill quantities at each cross-section
 - 9) Offset/elevation callouts for grade breaks, such as ditch high banks, flowlines and berms adjacent to the roadway.

3) DRAINAGE

The purpose of this task is to prepare drainage plans and details, including:

- a) The drainage calculations should be prepared to provide for the three-lane frontage road. At a minimum the drainage items to be provided shall include the drainage area maps showing the final drainage areas and inlet and storm sewer calculations for revised storm sewer flow elements. All drainage designs shall be prepared in accordance with the findings presented in the Drainage Impact Study (to be provided by PMC, if available). The proposed tasks are listed below:
 - 1) Coordinate through FBGPTRA's engineer with local agencies affected, such as TxDOT, Fort Bend County Drainage District, Fort Bend LID 10, the City of Sugar Land and Municipal Utility Districts, to keep them informed of the progress and results of project.
 - 2) Prepare Drainage Report Letter on impact to existing system.
 - 3) Conduct field trips to the project site to investigate and confirm data and assumptions and assess general drainage conditions as needed.
 - 4) Review previous plans and drainage reports prepared by others which relate to drainage in the project area (to be provided by the FBGPTRA's engineer).
 - 5) Prepare drainage area maps for proposed improvements within the project limits.

- 6) Design all drainage structures including open ditch drainage, storm sewer, inlets, manholes.
- 7) Design and analyze the storm sewer system (including the existing system) utilizing the SUDA calculations in Open Roads and incorporate output to plan set.
- 8) Design and analyze the roadside ditches using Flowmaster or similar spreadsheet analysis program and incorporate results into the plans set on the roadway plan and profile sheets.
- 9) Prepare storm sewer plan/profile drawings and special plan details, where required, for storm sewer system, laterals, junction boxes, outfall structures, etc. Identify and resolve potential utility conflicts during project design. Drawings will be prepared on 11"X 17" sheet at horizontal scale of 1"=100' and vertical scale of 1"=10'.

b) Storm Water Pollution Prevention Plans (SW3P)

- 1) Develop SW3P, based on latest NPDES and any Fort Bend County requirements, on separate sheets (may be double banked) but in conformance with the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control measures.

4) SIGNING AND PAVEMENT MARKINGS

The purpose of this task is to prepare signing and pavement marking plans and details, including:

- a) Large Signs – Design of new or modified large signs are not anticipated for this project and are not included in the scope.
- b) Small Signs
 - 1) Standard signs will be designed using SignCAD software and included on the layouts.
 - 2) Non-standard signs that require special detailing are not anticipated for this project and are not included in the scope.
- c) Pavement Markings – Based on the detailed roadway design, prepare proposed pavement marking designs.
- d) Signing and Pavement Marking Layouts
 - 1) Prepare combined signing and pavement marking layout sheets at a scale of 1"=100' horizontal on 11"x17" format sheets. The layouts shall contain, at a minimum, the following design elements:
 - (a) Calculated roadway center lines/base lines for the mainlanes, ramps, and frontage roads, as needed
 - (b) Lane and pavement width dimensions
 - (c) Proposed small signs and pavement markings
 - (d) Existing signs to be relocated or removed
 - (e) Existing signs and pavement markings to remain
 - (f) Existing overhead and ground mounted guide sign structure locations

- (g) Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown.
- (h) Control of access line, ROW line and easements, as required (data to be provided by FBGPTRA's engineer).

5) CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL

The purpose of this task is to prepare traffic control plans and details, including:

The traffic control work consists of preparation of Traffic Control Plans (TCP), specifications and general notes, and cost estimate for the various traffic control measures.

a) General

- 1) A TCP shall show the various construction sequences (phases) and phases with barricades, signing, striping, delineation, detours, temporary retaining walls, temporary drainage, and any other devices used for control of traffic during construction.

b) Manuals and Guidelines

- 1) The following manuals will be used in the development of the TCP:
 - (a) Texas Department of Transportation (TxDOT) 2014 Standard Specifications For Construction and Maintenance Of Highways, Streets, And Bridges
 - (b) Texas Manual on Uniform Traffic Control Devices, latest version, (TMUTCD)
 - (c) AASHTO's "A Policy on Geometric Design of Highways and Streets", latest version

c) Traffic Control Plans:

- 1) Traffic control plan layouts will be prepared for the various phases and steps of the project according to the TMUTCD and the General Guidelines for Traffic Handling. Each phase of the TCP shall show the location of the traffic flow indicated by directional arrows. The construction areas will be clearly defined. All barricades, traffic barriers, concrete traffic barrier end treatments, pavement markings, signing (regulatory, warning, and guide), flaggers, temporary roadways and walls, and drainage shall be shown on the plans. Features that are existing or under construction, such as, roadways, retaining walls, bridges, drainage structures, etc. shall also be shown.
- 2) Traffic control plan typical sections will be prepared for each stage of the construction sequence to delineate the position of the existing traffic with respect to the proposed construction and will be shown on each TCP layout sheet. Detour pavement design will be provided by FBGPTRA; roadway section width will be provided by the Engineer.
- 3) Where detours or temporary pavement are required, a separate phase shall be shown for this construction, with traffic handling, profiles and typical sections.
- 4) At a minimum, the following sheets are to be included in the TCP package:
 - (a) TCP Layouts (1"=100' Scale) – Number of Phases as required.
 - (b) TCP Overview with Narrative (if more than one phase)

- (c) Typical Sections
- (d) Detour Layouts for temporary Road Closures
- (e) Quantities

6) GENERAL NOTES AND SPECIFICATIONS

- a) Coordinate with the FBGPTRA's engineer for the selection of general notes and specifications applicable to the design section. Prepare final general notes documents and specification list in Microsoft Word format.
- b) The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes from the TxDOT Houston District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

7) STANDARD DRAWINGS

- a) The Engineer shall identify and use the applicable, current TxDOT's Standard Details, and District Standard Details. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use statewide or the Houston District. The Engineer shall obtain approval for use of these details during the early stages of design from the FBGPTRA's engineer. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.
- b) Coordinate and combine standard drawings from other program team members. Prepare final set standard drawings for submittal.

8) QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES

- a) Quantities will be determined and included on summary sheets. The quantities will be included in tables and organized according to the bid item codes that will be used for construction. Quantities should be organized by item per sheet and totaled for the item and the project. Quantity calculations should be organized and easily verified by the FBGPTRA's engineer. Calculations should be organized by item, clear and concise, and in an electronic format that can be transmitted via e-mail, if necessary.
- b) Coordinate and combine quantity take-offs (standalone sheets) from other PTMs into overall project summary sheets for plans.

9) CONSTRUCTION COST ESTIMATE

- a) An estimate of the construction costs will be prepared based on plan quantities in standard TxDOT bid format at the 90% and final submittal stages of the project. More detailed and refined quantities will be updated for each successive submittal. All estimates shall be in Microsoft Excel format.
- b) The Authority's engineer will provide uniform pay items for this corridor and the latest bid prices.

- c) The Engineer will incorporate quantities from other design project (southbound 3rd lane), if requested by the FBGPTRA Engineer.

10) MISCELLANEOUS DRAWINGS

- a) Title Sheet – Include a vicinity map of the project limits, project title and signature blocks.
- b) Index Sheet(s) – List the sheets and standard drawings to be used on this project. All the sheets in the plan set will be numbered continuously including standard drawings.
- c) Project Layout Sheets – Prepare a small-scale plan view plot (1"=200', double stacked) of the project showing/summarizing the alignment data, horizontal control, and the vertical control. Provide benchmark data and bore hole locations.

11) PREPARATION AND SUBMITTAL OF PS&E

- a) Provide submittals for the design for interim progress reviews by FBGPTRA at the 50%, 90%, and final completion stage. Incorporate plan sheets and submittals prepared by other PTM's for this project. All submittals will follow the PMP for content.
 - 1) The 50% submittal shall include a combined PDF of legible 11"x17" construction drawings and electronic file of the drawings in Microstation V8 format.
 - 2) The 90% submittal shall include a combined PDF of legible 11"x17" construction drawings, a specification list, construction cost estimate, and electronic file of the drawings in Microstation V8 format.
 - 3) The final 100% complete (Bid Ready) submittal shall include an electronic file of the Bid Ready set of drawings in Microstation V8 format – for reproduction during the bidding period, and five (5) complete sets of legible 11"x17" construction drawings, and one electronic set.
 - 4) The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The FBGPTRA's engineer may require the Engineer to submit the Engineer's internal mark-up (red-lines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by the FBGPTRA in advance, the FBGPTRA, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

The Engineer shall perform QA and QC on all survey procedures, field surveys, data, and products prior to delivery to the FBGPTRA. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the FBGPTRA that the submittal contains errors, omissions, or inconsistencies, the FBGPTRA may cease its review and immediately return the submittal to the Engineer for appropriate action by the Engineer. A submittal returned to the Engineer for this reason is not a submittal for purposes of the submission schedule.

- b) Upon award of construction contract, provide electronic files of the conformed set of the Contract Drawings in Microstation V8 format, and the Specifications in Microsoft Word, to FBGPTRA.

12) PROJECT MANAGEMENT

The purpose of this task is to provide the overall management of this design contract. Project files will be set up and overall coordination of the team and contact with FBGPTRA, PMC and other Program Team Members will be maintained.

- a) Provide coordination with FBGPTRA's engineer for the insertion of plan sheets prepared under separate contract.
- b) The Engineer shall submit each invoice in a format acceptable to the FBGPTRA.
- c) The Engineer shall submit a monthly written progress report to the FBGPTRA's engineer regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete by task.
- d) Final payment is contingent upon the FBGPTRA's receipt of all deliverables and confirmation by the FBGPTRA's engineer that the electronic files run and is formatted in accordance with Attachment G of the contract and all review comments are addressed.
- e) Internal administration of the project files. At the completion of the work, the project files will be shipped to the Authority's engineer, if requested.
- f) Attend coordination and interim progress review meetings every month or as necessary, to be scheduled on an as-needed basis. Prepare and distribute meeting minutes within five working days after the meeting.
- g) Document phone calls and conference calls as required during the project to coordinate the work for various team members.

PROJECT SCHEDULE

An overall project design schedule detailing the progression of the work is provided below. This schedule includes review dates by the FBGPTRA's engineer, submittal dates for deliverables, and estimated time frame to complete the work. Changes or adjustments in the schedule caused by delays due to unforeseen task difficulties or lengthy review times will be reported to the FBGPTRA's engineer.

30 Working Days	NTP to Survey Complete
30 Working Days	50% Submittal
15 Working Days	FBGPTRA Review Complete
15 Working Days	90% Submittal
15 Working Days	FBGPTRA Review Complete
15 Working Days	Final Submittal

ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D

FEE SCHEDULE SUMMARY

SH 99 NORTHBOUND FRONTAGE ROAD DESIGN SERVICES
 Limits: From IH 69/US 59 to East Riverpark Drive

PRIME PROVIDER: Binkley & Barfield, Inc.
SUB PROVIDER: Baseline Corporation

WORK TASK	DESCRIPTION	Binkley & Barfield, Inc.	Baseline Corporation	TOTAL
1	SURVEY		\$16,450.00	\$16,450.00
2	ROADWAY	\$45,408.00		\$45,408.00
3	DRAINAGE	\$31,588.00		\$31,588.00
4	SIGNING & PAVEMENT MARKINGS	\$12,710.00		\$12,710.00
5	CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL	\$16,708.00		\$16,708.00
6	GENERAL NOTES AND SPECIFICATIONS	\$1,804.00		\$1,804.00
7	STANDARD DRAWINGS	\$3,176.00		\$3,176.00
8	QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	\$16,890.00		\$16,890.00
9	CONSTRUCTION COST ESTIMATE	\$3,804.00		\$3,804.00
10	MISCELLANEOUS DRAWINGS	\$11,256.00		\$11,256.00
11	PREPARATION AND SUBMITTAL OF PS&E	\$9,666.00		\$9,666.00
12	PROJECT MANAGEMENT	\$19,225.00		\$19,225.00
	DIRECT EXPENSES	\$435.00	\$232.00	\$667.00
TOTAL		\$172,670.00	\$16,682.00	\$189,352.00
PERCENTAGE OF WORK BY PROVIDER		91.2%	8.8%	100.0%

**ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

Binkley & Barfield, Inc.

SH 99 NORTHBOUND FRONTAGE ROAD DESIGN SERVICES

Limits: From IH 69/US 59 to East Riverpark Drive

TASK DESCRIPTION	NUMBER OF SHEETS	Sr. Project Manager	Project Engineer	Engineer in Training	CADD Technician	Admin / Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$250.00	\$163.00	\$125.00	\$100.00	\$80.00	
ROADWAY							
Data Collection/Field Visit		4	12	16		4	36
Geometric Design		4	24	24			52
Existing & Proposed Typical Sections	2	4	8	24	8		44
Roadway Plan & Profile	2	4	16	40	8		68
Miscellaneous Roadway Details	1	2	8	8	16		34
Cross Sections	5	4	8	80			92
SHEETS & HOURS SUBTOTAL	10	22	76	192	32	4	326
SUBTOTAL LABOR COSTS		\$5,500.00	\$12,388.00	\$24,000.00	\$3,200.00	\$320.00	\$45,408.00
DRAINAGE							
Review Existing Conditions and Drainage Report		2	16				18
Drainage Report Letter(Impact to Existing System)			16				
Drainage Area Maps	2	4	16	32	8		60
Drainage Plan & Profile	2	4	12	32	8		56
Drainage Lateral Sheets	1	4	8	16	8		36
Erosion Control / SW3P	2	2	8	16	8		34
SHEETS & HOURS SUBTOTAL	7	16	76	96	32	0	220
SUBTOTAL LABOR COSTS		\$4,000.00	\$12,388.00	\$12,000.00	\$3,200.00	\$0.00	\$31,588.00
SIGNING & PAVEMENT MARKINGS							
Summary of Small Signs		1	4	12			17
Signing & Pavement Marking Layouts	4	2	16	32	32		82
SHEETS & HOURS SUBTOTAL	4	3	20	44	32	0	99
SUBTOTAL LABOR COSTS		\$750.00	\$3,260.00	\$5,500.00	\$3,200.00	\$0.00	\$12,710.00

**ATTACHMENT B
COMPENSATION FOR SCOPE OF SERVICES
FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

Binkley & Barfield, Inc.

SH 99 NORTHBOUND FRONTAGE ROAD DESIGN SERVICES

Limits: From IH 69/US 59 to East Riverpark Drive

TASK DESCRIPTION	NUMBER OF SHEETS	Sr. Project Manager	Project Engineer	Engineer in Training	CADD Technician	Admin / Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$250.00	\$163.00	\$125.00	\$100.00	\$80.00	
CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL							
Advance Warning Sign Layout w/Narrative	1	1	2	8	8		19
TCP Layouts	3	4	8	32	32		76
TCP Typical Sections (included on TCP Layouts)			2	8	16		26
Temporary Drainage (included on TCP Layouts)		1	4	8			13
SHEETS & HOURS SUBTOTAL	4	6	16	56	56	0	134
SUBTOTAL LABOR COSTS		\$1,500.00	\$2,608.00	\$7,000.00	\$5,600.00	\$0.00	\$16,708.00
GENERAL NOTES AND SPECIFICATIONS							
Notes & Spec List (90%, Final)		2	8				10
SHEETS & HOURS SUBTOTAL	0	2	8	0	0	0	10
SUBTOTAL LABOR COSTS		\$500.00	\$1,304.00	\$0.00	\$0.00	\$0.00	\$1,804.00
STANDARD DRAWINGS							
Rodaway, Drainage, TCP, Signing, Pavement Marking Standard Sheets	25	1	2	8	16		27
SHEETS & HOURS SUBTOTAL	25	1	2	8	16	0	27
SUBTOTAL LABOR COSTS		\$250.00	\$326.00	\$1,000.00	\$1,600.00	\$0.00	\$3,176.00
QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES							
Roadway (90%, Final)	1	2	6	20			28
TCP (90%, Final)	1	2	6	20			28
Drainage (90%, Final)	1	2	6	20			28
Signing & Pavement Markings (90%, Final)	2	2	12	20			34
SHEETS & HOURS SUBTOTAL	5	8	30	80	0	0	118
SUBTOTAL LABOR COSTS		\$2,000.00	\$4,890.00	\$10,000.00	\$0.00	\$0.00	\$16,890.00
CONSTRUCTION COST ESTIMATE							
Estimates		2	8	16			26
SHEETS & HOURS SUBTOTAL	0	2	8	16	0	0	26
SUBTOTAL LABOR COSTS		\$500.00	\$1,304.00	\$2,000.00	\$0.00	\$0.00	\$3,804.00

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

Binkley & Barfield, Inc.

SH 99 NORTHBOUND FRONTAGE ROAD DESIGN SERVICES

Limits: From IH 69/US 59 to East Riverpark Drive

TASK DESCRIPTION	NUMBER OF SHEETS	Sr. Project Manager	Project Engineer	Engineer in Training	CADD Technician	Admin / Clerical	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$250.00	\$163.00	\$125.00	\$100.00	\$80.00	
MISCELLANEOUS DRAWINGS							
Title Sheet	1	2	4	12	8		26
Index Sheet	1	2	4	12	8		26
Project Layout	1	2	4	16	12		34
SHEETS & HOURS SUBTOTAL	3	6	12	40	28	0	86
SUBTOTAL LABOR COSTS		\$1,500.00	\$1,956.00	\$5,000.00	\$2,800.00	\$0.00	\$11,256.00
PREPARATION AND SUBMITTAL OF PS&E							
50% Submittal		1	4	16		4	25
90% Submittal		1	4	16		4	25
Final Submittal		1	4	16		4	25
SHEETS & HOURS SUBTOTAL	0	3	12	48	0	12	75
SUBTOTAL LABOR COSTS		\$750.00	\$1,956.00	\$6,000.00	\$0.00	\$960.00	\$9,666.00
PROJECT MANAGEMENT							
Project Management		45	45			8	98
SHEETS & HOURS SUBTOTAL	0	45	45	0	0	8	98
SUBTOTAL LABOR COSTS		\$11,250.00	\$7,335.00	\$0.00	\$0.00	\$640.00	\$19,225.00

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

Binkley & Barfield, Inc.

SH 99 NORTHBOUND FRONTAGE ROAD DESIGN SERVICES

Limits: From IH 69/US 59 to East Riverpark Drive

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
DIRECT EXPENSES				
Mileage	500	\$0.58	mile	\$290.00
Photocopies B/W (8 1/2 x 11)	100	\$0.20	each	\$20.00
Photocopies B/W (11 x 17)	500	\$0.25	each	\$125.00
SUBTOTAL DIRECT EXPENSES				\$435.00

DESCRIPTION	SHTS BY WORK TASK	HRS BY WORK TASK	TOTAL COSTS BY WORK TASK
TOTALS BY WORK TASK			
ROADWAY	10	326	\$45,408.00
DRAINAGE	7	220	\$31,588.00
SIGNING & PAVEMENT MARKINGS	4	99	\$12,710.00
CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL	4	134	\$16,708.00
GENERAL NOTES AND SPECIFICATIONS	0	10	\$1,804.00
STANDARD DRAWINGS	25	27	\$3,176.00
QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES	5	118	\$16,890.00
CONSTRUCTION COST ESTIMATE	0	26	\$3,804.00
MISCELLANEOUS DRAWINGS	3	86	\$11,256.00
PREPARATION AND SUBMITTAL OF PS&E	0	75	\$9,666.00
PROJECT MANAGEMENT	0	98	\$19,225.00
TOTAL LABOR COSTS	58	1219	\$172,235.00

SUMMARY	
TOTAL COSTS FOR Binkley & Barfield, Inc. ONLY	\$172,235.00
NON-SALARY (DIRECT EXPENSES)	\$435.00
TOTAL Binkley & Barfield, Inc.	\$172,670.00

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

Baseline Corporation

SH 99 NORTHBOUND FRONTAGE ROAD DESIGN SERVICES

Limits: From IH 69/US 59 to East Riverpark Drive

TASK DESCRIPTION	NUMBER OF SHEETS	PRINCIPAL (PE/RPLS)	PROJECT MANAGER (RPLS)	SENIOR SURVEY TECHNICIAN (SIT)	ADMIN	2-PERSON SURVEY CREW (GPS/RTK)	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		\$200.00	\$150.00	\$110.00	\$75.00	\$155.00	
SURVEY							
PROJECT CONTROL	1	1	4	12		8	25
TOPOGRAPHIC SURVEY		1	8	40	1	40	90
SURVEY DELIVERABLES		1	2	4	1		8
SHEETS & HOURS SUBTOTAL	1	3	14	56	2	48	123
SUBTOTAL LABOR COSTS		\$600.00	\$2,100.00	\$6,160.00	\$150.00	\$7,440.00	\$16,450.00

**ATTACHMENT B
 COMPENSATION FOR SCOPE OF SERVICES
 FORT BEND GRAND PARKWAY TOLL ROAD (SH 99) - SEGMENT D**

Baseline Corporation

SH 99 NORTHBOUND FRONTAGE ROAD DESIGN SERVICES

Limits: From IH 69/US 59 to East Riverpark Drive

DESCRIPTION	QUANTITY	RATE	UNIT	TOTAL COST
DIRECT EXPENSES				
Mileage	400	\$0.58	mile	\$232.00
SUBTOTAL DIRECT EXPENSES				\$232.00

DESCRIPTION	SHTS BY WORK TASK	HRS BY WORK TASK	TOTAL COSTS BY WORK TASK
TOTALS BY WORK TASK			
SURVEY	1	123	\$16,450.00
TOTAL LABOR COSTS			\$16,450.00

SUMMARY	
TOTAL COSTS FOR Baseline Corporation ONLY	\$16,450.00
NON-SALARY (DIRECT EXPENSES)	\$232.00
TOTAL Baseline Corporation	\$16,682.00

ATTACHMENT C

The Engineer shall furnish certificates of insurance to the FBGPTRA 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 FBGPTRA with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$2,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Binkley & Barfield, Inc.
Houston, TX United States

Certificate Number:
2019-539872

Date Filed:
09/13/2019

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:

9/17/2019

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.

GCP3 (126-1003)

Engineering services to design the third lane on the northbound frontage road of the Fort Bend Grand Parkway Toll Road (SH 99) between IH 69 (US 59) and the existing entrance ramp south of Riverpark D

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Binkley, James Brett	Houston, TX United States	X	
	Barfield, P. E., Larry	Houston, TX United States	X	
	Hamilton, P.E., David	Houston, TX United States	X	
	Laham, P.E., Youssef	Houston, TX United States	X	
	Williams, RPLS, Steven	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

Executed in _____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)