ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a transportation corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBCTRA" and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBCTRA proposes to design along the Fort Bend Parkway Toll Road, Segment B-2 from station 925+00 to station 981+00, (Project Numbers: 101-1027 (FCP27)), in Fort Bend County, Texas, (the "Project");

WHEREAS, the FBCTRA desires to enter into an agreement with Engineer for the performance of services during the Project, that are within the scope of services in Attachment A ("Scope of Services");

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. General

The Engineer shall render professional services to FBCTRA related to the Project as defined in the Scope of Services in Attachment A.

The standard of care for all professional engineering 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 $43,700.00. 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 $43,700.00, 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 FBCTRA.

b. All performance of the Scope of Services and any services outside the Scope of Services ("Additional Services"), including changes in the contractual scope of

work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the FBCTRA, and Additional Services will be reimbursed based on the billing rates in effect at that time, to the extent that such labor costs and subcontracts are reasonable and necessary for the performance of such services. Out-of-pocket expense costs may be reimbursed only when approved in advance and authorized by the FBCTRA. Payment will be made (i) on the basis of project progress to be billed monthly and, for Additional Services, (ii) on the basis of time and expense records, and in accordance with those payment procedures set forth in subsection d. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.

c. Where subcontractors are employed by the Engineer to perform pre-approved and pre-authorized Additional Services, the Engineer will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates. Reimbursement to the subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the FBCTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.

d. It is understood and agreed that monthly payments will be made to the Engineer by the FBCTRA based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the FBCTRA two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBCTRA). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County (the "County") employees established by the Fort Bend County Auditor (the "Auditor"). The FBCTRA shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement, and forward same to the Auditor. The County shall pay each such invoice as approved by the FBCTRA within thirty (30) calendar days after the FBCTRA's approval of same.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed. The Engineer will maintain the delivery schedule to be provided by the FBCTRA. The Engineer shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of FBCTRA, third parties, or governmental agencies.

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

4. The FBCTRA's Option to Terminate

a. The FBCTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the FBCTRA shall compensate the Engineer in accordance with Section 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBCTRA. The Engineer's final invoice for said services will be presented to and paid by the FBCTRA in the same manner set forth in Section 2(d), above.

b. Termination of this Agreement and payment as described in subsection (a) of this section shall extinguish all rights, duties, obligations, and liabilities of the FBCTRA and the Engineer under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.

c. If the FBCTRA terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The FBCTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions, and privileges otherwise available under law or equity to the FBCTRA by virtue of this Agreement or otherwise. Failure of the FBCTRA to exercise any of its said rights, actions, options, or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions, or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBCTRA within 30 days of the Termination Date or upon Engineer's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the

amount of work performed on the Project. FBCTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the FBCTRA, subject to all of the following terms and conditions; provided, however, FBCTRA shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until completion or termination of this Agreement, as applicable. Engineer will deliver the Documents to FBCTRA within 30 days of the completion or termination of this Agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that FBCTRA will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at FBCTRA's sole risk and without liability or legal exposure to Engineer.

FBCTRA shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. It is the intention of Engineer and FBCTRA that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to FBCTRA, all of Engineer's worldwide right, title, and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of FBCTRA that Engineer is permitted to use in connection with the services will not be used without FBCTRA's consent and shall remain the sole and exclusive properties of FBCTRA, and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBCTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBCTRA will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the FBCTRA's approval prior to the implementation of such changes. For the purpose of this Agreement, key Engineer personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of engineer licensed to practice professional engineering in the State of Texas.

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

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the FBCTRA

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

a. Copies of preliminary studies by others.

b. Assistance in coordination with all utility companies.

c. Assistance in coordination with all public and governmental entities.

9. Subletting

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

10. Conference

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

11. Appearance as Witness

If requested by the FBCTRA, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the FBCTRA and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services and compensation will be paid in accordance with Section 2(b).

12. Compliance with Laws

The Engineer shall exercise the professional standard of care to comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees

of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the FBCTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

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

14. Indemnification

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

a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBCTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, TO THE EXTENT CAUSED BY, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBCTRA OR STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**

b. In the event that both the FBCTRA and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

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

15. Dispute Resolution

Except as expressly provided in Section 4. Option to Terminate, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBCTRA and the Engineer agree to submit the dispute to mediation. In the event the FBCTRA or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the FBCTRA and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

a. All written notices, demands, and other papers or documents to be delivered to the FBCTRA under this Agreement, shall be delivered to the Fort Bend County Toll Road Authority, 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 Kimley-Horn and Associates, Inc., 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240, attention: J. L. Vonahsen, P.E., or such other place or places as the Engineer may designate by written notice delivered to the FBCTRA.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBCTRA a copy of any summons, subpoena, notice, other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The FBCTRA's Acts

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

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the FBCTRA under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the FBCTRA and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the FBCTRA shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

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

21. Controlling Law, Venue

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

22. Successors and Assigns

The FBCTRA and the Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of the other party, in respect to all covenants of this Agreement.

23. Appendices

The Appendices attached to this Agreement, which consists of:

Attachment A	Scope of Services
Attachment B	Compensation for Scope of Services
Attachment C	Insurance Requirements

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 FBCTRA, 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 FBCTRA may be obtained by contacting the FBCTRA'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 20th day of November, 2019.

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

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

KIMLEY-HORN AND ASSOCIATES, INC.
ENGINEER

By: _____
Name: Scott R. Arnold, P.E., PTOE
Title: 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 Parkway Toll Road, Segment B-2
Sienna Ranch Road Intersection Analysis (FCP27; 101-1027)

Kimley-Horn will provide the services specifically set forth below.

Task 1. Project Meetings
Kimley-Horn staff will attend two (2) in-person meetings with the FBCTRA to discuss the conceptual analysis and design, and to gather FBCTRA comments related to milestone submittals by Kimley-Horn. Kimley-Horn will assist with scheduling, prepare for, and attend meetings with FBCTRA representatives as requested by the FBCTRA. Four (4) additional meetings are anticipated for this project that will be scheduled by Skype/WebEx/teleconference. Meeting notes will be documented by Kimley-Horn and shared with the FBCTRA within 5 business days of the meeting.

Task 2. Project Management and Quality Control
Kimley-Horn will maintain a project folder to be housed on the Dallas, TX server with project-related information.

Kimley-Horn will schedule and facilitate a kick-off meeting with FBCTRA to discuss project-related design criteria, project constraints, schedule, deliverables, and the project's goals. This initial kick-off will be held via teleconference.

Kimley-Horn will provide monthly invoices along with a project status report highlighting the effort from associated month and the anticipated efforts for the following month in a format acceptable to or as provided by FBCTRA. This scope of services assumes effort throughout three months of service (i.e. three separate invoices).

Kimley-Horn will provide internal quality control (QC) reviews for documents to be submitted to the FBCTRA. QC reviews will be documented by Kimley-Horn and saved to the project folder.

Task 3. Data Collection
Kimley-Horn will request readily available project-related information from FBCTRA to provide feasible and reasonable range of alternative solutions to the Sienna Ranch Road at Fort Bend Parkway interchange. The requested set of data collection may include, but not limited to, the following:

a. Existing topography (2d and 3d files)
b. Existing right-of-way, property lines, and easements
c. Right-of-way maps
d. Known environmental constraints
e. Record drawings of Sienna Ranch Rd from Pecan Estates Dr to Old Point Dr.
f. Proposed schematic roadway design for FBP at SRR
g. Historical traffic counts along SRR
h. Traffic projections consisting of traffic volumes including existing, 2020 build year and 2040 horizon year turning movements and ADT's, peak hour factors, approved growth rates and vehicle classifications.
i. Existing traffic signal timing plans along SRR
j. FBCTRA Cadd seed file with project coordinates and units definitions
k. Any level/layer libraries and resource files to match the CAD/drafting standards used by FBCTRA

Kimley-Horn will review and utilize the data provided to inform the conceptual design process. No additional data will be collected by Kimely-Horn

Task 4. Traffic Engineering Analysis
Kimley-Horn will develop two (2) alternative solutions for the Sienna Ranch Road at Fort Bend Parkway interchange at the FBP and SRR interim intersections for review and consideration by FBCTRA. The anticipated alternatives include:

1. Two closely-spaced modern roundabouts; and
2. A single-point urban interchange (SPUI).

Kimley-Horn will analyze existing, 2020 build and 2040 horizon year peak period traffic operations using the provided traffic data from Task 3 (above). Proposed lane assignments and lane configurations for each interchange alternative will be analyzed to evaluate expected intersection capacity. Traffic analysis will be conducted in Synchro, Junctions/Arcady, or other traffic analysis software as deemed practical for the respective alternative interchange alternative.

Task 5. Interchange Alternatives Conceptual Design

The two alternative interchange alternatives will be conceptually illustrated in AutoCAD or MicroStation CAD software consistent with the FBCTRAs procedures. FBCTRA CAD files and .pdf images will be provided to the FBCTRA for review and consideration. Each alternative will consist of the following proposed elements:

a. Face-of-curb line work (horizontal layout)
b. Pavement markings
c. Pedestrian facilities (crosswalk locations, sidewalk, shared-use path)
d. Bridge column/bent locations (plan-view only)
e. Traffic signal equipment (poles, mast arms, and controller cabinet)

Kimley-Horn will respond to two (2) rounds of FBCTRA comments related to the conceptual designs.

Task 6. Intersection Alternative Renderings

Upon the FBCTRA's concurrence with the proposed geometry for the two alternative interchange concepts, Kimley-Horn will prepare renderings for each option. These renderings will include proposed elements from Task 5a.-5e. No visualization/animation services are anticipated as part of these renderings. Renderings will be prepared in a combination of SketchUp, Lumion, and Photoshop software. One (1) rendering for each alternative is anticipated as part of this scope of services.

Task 7. Opinion of Probable Construction Costs (OPCCs)

Kimley-Horn will provide OPCCs for each conceptual design alternative based on conceptual level quantities and construction unit prices. Estimated right-of-way acquisition impacts and anticipated number of parcels affected will be included with each option.

Task 8. Deliverables

Prior to the Kick-off meeting, Kimley-Horn will prepare and submit to the FBCTRA design criteria that establishes the design parameters to be used for each interchange alternative. In addition, Alternative Evaluation Criteria will be provided for review and consideration. The Alternative Evaluation Criteria will be used to evaluate the effectiveness of each alternative. Both sets of criteria will be provided prior to the kick-off meeting for discussion and confirmation during the kick-off meeting. This criterion will be relied upon during the conceptual design and alternative evaluation processes.

Kimley-Horn will prepare CAD files that contain proposed elements outlined in Task 5. CAD files will be submitted to the FBCTRA for FBCTRA's review and use. Files will be provided in the format consistent with the FBCTRAs procedures as communicated during the kick-off meeting.

Kimley-Horn will provide OPCCs to FBCTRA in Excel (.xlsx format) and .PDF format. Kimley-Horn will source local construction unit prices in developing the OPCCs for each interchange alternative.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation for and attendance at public, City or civic meetings
- Attendance at additional in-person meetings beyond the number specified within the scope of services
- Vissim animation (3-dimensional renderings) of the interchanges
- Operational analysis beyond the scope above
- Travel Demand Modeling and Traffic volume forecasting
- Design beyond the Conceptual level

Information Provided By FBCTRA

We will rely on the completeness and accuracy of all information provided by the FBCTRA or the FBCTRA's consultants or representatives. The FBCTRA will provide reasonable available information requested by Kimley-Horn during the project, including but not limited to the items outlined in Task 3, Data Collection. FBCTRA

Schedule

We will provide our services as expeditiously as practicable based on a mutually agreed upon schedule.

ATTACHMENT B

Fort Bend Parkway Toll Road, Segment B-2
Sienna Ranch Road Intersection Analysis (FCP27; 101-1027)

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Meetings (6) - Two in person and four via conference call	$	6,500.00
Task 2	Project Management and Coordination	$	4,300.00
Task 3	Data Collection	$	1,600.00
Task 4	Traffic Engineering Analysis	$	6,000.00
Task 5	Intersection Alternatives Concept Design	$	11,300.00
Task 6	Intersection Alternatives Renderings	$	7,700.00
Task 7	Opinion of Probable Construction Costs	$	3,800.00
Task 8	Deliverables	$	2,500.00
Total Lump Sum Fee		**$**	**43,700.00**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

ATTACHMENT C

The Engineer shall furnish certificates of insurance to the FBCTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBCTRA with at least 30 days prior written notice of any cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than $1,000,000 each employee for Occupational Disease, $1,000,000 policy limit for Occupational Disease; and Employer's Liability of $1,000,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence, combined single limit
$2,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$50,000	Fire Legal Liability
$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $2,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $2,000,000 each claim/annual aggregate.

The FBCTRA and the FBCTRA's Directors shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the FBCTRA and the FBCTRA's Directors, with the exception of insurance required under paragraph "e."

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2019-561440

Date Filed:
11/14/2019

Date Acknowledged:
11/19/2019

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

Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Toll Road Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

101-1027
Sienna Ranch Road at Fort Bend Parkway Intersection Concepts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McEntee, David L	Dallas, TX United States	X	
Lefton, Steve	Dallas, TX United States	X	
Cook, Richard N	Dallas, TX United States	X	
Atz, John	Dallas, 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 _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)