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 Traffic Engineers Inc., hereinafter called "Engineer."

WITNESSETH

WHEREAS, the FBGPTRA proposes to design the Grand Parkway Toll Road, Peek Road Overpass and Toll Plaza, 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 $28,218.00. 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 $28,218.00 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 County Toll Road Authority, 1950 Lockwood Bypass, Richmond, Texas 77469, Attention: Mike Stone, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Traffic Engineers, Inc., 801 Congress, #325, Houston, TX 77002, Attention: Brad Eaves 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 20th day of November, 2019.

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

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

Traffic Engineers Inc.
ENGINEER

By: Bradley G Eaves
Name: BRADLEY G. EAVES
Title: SENIOR PRINCIPAL

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
Fort Bend Grand Parkway Toll Road Authority

DESIGN SERVICES

PAVEMENT MARKING DESIGN SERVICES FOR SECTION 8 – Peek Road Overpass

Project Limits: Section 8
Project Station Limits: 1194+00 to 1260+00 (approximate)

GENERAL DESCRIPTION

The work to be performed by the Engineer under this scope of work consists of updating the previously submitted design to latest and appropriate TxDOT design standards, guidelines, and specifications, including providing new design for a southbound auxiliary lane between Bellaire Boulevard and Peek Road for the Pavement Marking design engineering services for Section 8 associated with design of the Peek Road main lane overpass. The following is a detailed list of tasks which will be performed by the Engineer for this portion of Segment D.

GENERAL REQUIREMENTS

Produce pavement marking design plans including specifications and estimates (PS&E) and prepare construction bid documents.

Furnish computer media and computer graphics files in compliance

Submit , 60%, 90%, 95% and final) PS&E packages for review by the Authority. Program Team Members (PTM) and AUTHORITY.

The scope of this project will not include any improvements or changes to Peek Road and is limited to the existing and proposed main lanes of SH 99 and affected entrance and exit ramps, as detailed herein.

The scope of this project is limited to design phase services. Construction phase services are not included in this proposal.

Coordinate contract documents preparation with the Authority, and Section designers

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.

1) PAVEMENT MARKINGS

The purpose of this task is to prepare the pavement marking design and develop the final drawings, using the CADD standards, as provided by the Authority 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) Pavement Marking Design Plan Sheets – Based on the detailed designs to be provided by PTMs, prepare for main lanes (both directions together) and ramps (as needed to match existing) to a scale of 1"=100' horizontal on 11"x17" format sheets. Pavement Marking design will be based on current TxDOT standards and specifications.

The plan view shall contain or show, at a minimum, the following design elements:

1. Calculated roadway center lines/base lines for the mainlanes, ramps, cross streets, and frontage roads, as needed
2. Lane and pavement width dimensions
3. Proposed pavement markings
4. Existing pavement markings to remain
5. Existing and proposed overhead guide sign structure locations (design by others)
6. Direction of traffic flow on all roadways. Lane lines and/or arrows indicating the number of lanes shall also be shown
7. Control of access line, ROW lines and easements, as required, (data to be provided by PMC)

c) Removal of Existing Pavement Markings Plan Sheets – Prepare for the main lanes, frontage roads, cross streets and ramps, detailed plan sheets to show the limits of existing pavement markings to be removed.

d) Prepare special details as needed to provide additional detail related to construction of the pavement marking design.

e) Manuals and Guidelines

The following manuals will be used in the development of the design plans:

1. Texas Department Of Transportation (TxDOT) 2014 Standard Specifications For Construction and Maintenance Of Highways, Streets, And Bridges
2. Texas Manual On Uniform Traffic Control Devices, latest version, (TMUTCD).

2) GENERAL NOTES AND SPECIFICATIONS

a) Coordinate with the PMC for the selection of general notes and specifications applicable to the design section.

b) Coordinate general notes and specifications with the other program team members. Provide final general notes documents and specification lists in Microsoft Word format to the Authority as appropriate.

c) The Authoritywill supply standard general notes and specifications for use by the Engineer. The Engineer will modify the notes and specifications to conform to the specific requirements for the section.

3) STANDARD DRAWINGS

a) Select standard drawings applicable to the project from those provided by Authority. All standards should be obtained in an electronic format and comply with all CADD standards set forth by the Authority.

b) Provide pavement marking standard drawings to other program team members. Prepare a final set standard drawings for submittal with each construction contract.

4) 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 Authority. Sample calculations should be prepared for each submittal for review by the AUTHORITY. Calculations should be organized by item, clear and concise, and in an electronic format that can be transmitted via e-mail, if necessary.

b) Provide quantity summaries to program team members for incorporation into overall project summary sheets for plans.

5) CONSTRUCTION COST ESTIMATE

a) An estimate of the construction costs will be prepared based on plan quantities in standard TxDOT bid format at the 30%, 60%, 90%, 95% 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 will provide uniform pay items for this corridor and the latest bid prices.

6) PREPARATION AND SUBMITTAL OF PS&E

a) Provide submittals for the design, for interim progress reviews by FBGPTRA at the 30%, 60%, 90%, 95% and final 100% completion stage. Provide plan sheets and submittals to the AUTHORITY and PTM's for this project. All submittals will follow the PMP for content.

1) The 30% submittal shall include one (1) set of legible Variable x 22" roll plot of pavement marking designs (at 1"=100' scale), construction cost estimate, and electronic files of the drawings in Microstation V8 format, to the AUTHORITY and the applicable PTM for each roadway design section. Pavement Marking callouts will not be included with the 30% submittal.

2) The 60% submittal shall include one (1) set of legible 11"x17" construction drawings, construction cost estimate, and electronic files of the drawings in Microstation V8i format to the AUTHORITY and the applicable PTM for each roadway design section.

3) The 90% submittal shall include one (1) complete set of legible 11"x17" construction drawings, one (1) specification list, construction cost estimate, and electronic files of the drawings in Microstation V8i format to the AUTHORITY and the applicable PTM for each roadway design section.

4) The 95% submittal shall include one (1) complete set of legible 11"x17" construction drawings, one (1) specification list, construction cost estimate, and electronic file of the drawings in Microstation V8i format to the AUTHORITY and the applicable PTM for each roadway design section.

5) The final 100% complete (Bid Ready) submittal shall include an electronic file of the Bid Ready set of drawings in Microstation V8i format – for reproduction during the bidding period, one (1) complete set of legible 11"x17" construction drawings, and one reproducible (mylar) set.

b) Upon award of construction contract, provide electronic files of the conformed set of the Contract Drawings in Microstation V8i format, and the Specifications in Microsoft Word, to FBGPTRA.

7) PROJECT MANAGEMENT and SECTION LEAD MANAGEMENT TASKS

The purpose of this task is to provide the overall management of this design contract. It is understood that the project is to be designed and let for construction will be one (1) construction package. Coordination with the AUTHORITY and Section 8 designers will be conducted for successful project completion. Overall coordination of the team and contact with AUTHORITY and other Program Team Members will be maintained.

a) Provide general coordination with the Program Team Members concerning administrative and technical issues. Report and coordinate with Section 8 designer and AUTHORITY on any design issues.

b) Prepare and submit monthly progress reports and invoices to AUTHORITY for review and approval. The invoices will include the progress report and invoice. The progress report will list outstanding issues that need resolution, as well as, progress of the tasks and estimated completion dates for the work.

c) Internal administration of the project files. At the completion of the work, the project files will be shipped to the AUTHORITY, if requested.

d) Prepare a project design schedule for each section detailing the progression of the work. This schedule will include review dates by the Section 8 designer and AUTHORITY,

submittal dates for deliverables, and estimated time frame to complete the work. The schedule will be updated monthly and included in the progress report. Changes or adjustments in the schedule caused by delays due to unforeseen task difficulties or lengthy review times will be shown and reported to the AUTHORITY.

e) 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.

8) LIMITS OF DESIGN PLANS

Section 8 design will include:

(a) Main Lanes from station 1194+00 to 1260+00 (approximate)
(b) Southbound auxiliary lane between Bellaire Boulevard and Peek Road
(c) Northbound exit ramp south of Peek Road
(d) Southbound entrance ramp north of Peek Road
(e) Northbound entrance ramp north of Peek Road
(f) Southbound exit ramp south of Peek Road

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

TRAFFIC ENGINEERS, INC.

SECTION 8 PAVEMENT MARKING DESIGN SERVICES
Section 8 Limits: Peek Road Bridge
Section 8 Station Limits: 1194+00 to 1260+00 (approximate)

TASK DESCRIPTION	NUMBER OF SHEETS	PRINCIPAL	PRINCIPAL ASSOCIATE	SENIOR ASSOCIATE	ASSOCIATE	CADD DESIGNER	TOTAL LABOR HRS & COSTS
LABOR RATE PER HOUR		$210.00	$168.00	$141.00	$120.00	$111.00	
GENERAL NOTES ANS SPECIFICATIONS							
REVISE GENERAL NOTES AS NEEDED AND PROVIDE TO PTM			2				2
SHEETS & HOURS SUBTOTAL	0	0	2	0	0	0	2
SUBTOTAL LABOR COSTS		$0.00	$336.00	$0.00	$0.00	$0.00	$336.00
STANDARD DRAWINGS							
COMPILE LIST OF TXDOT STANDARDS	8			4			4
SHEETS & HOURS SUBTOTAL	8	0	0	4	0	0	4
SUBTOTAL LABOR COSTS		$0.00	$0.00	$564.00	$0.00	$0.00	$564.00
QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES							
PREPARE AND UPDATE QUANTITY SUMMARY SHEETS (90% AND ABOVE)	1	2	4	8	8		22
SHEETS & HOURS SUBTOTAL	1	2	4	8	8	0	22
SUBTOTAL LABOR COSTS		$420.00	$672.00	$1,128.00	$960.00	$0.00	$3,180.00
PREPARATION AND SUBMITTAL OF PS&E							
EXISTING DATA EVALUATION & SITE INSPECTIONS				4			4
PERMANENT PAVEMENT MARKING LAYOUTS	7	8		16	24	48	96
EXISTING PAVEMENT MARKING REMOVAL LAYOUTS	7	1		8	24	16	49
SUBMITTAL EFFORT & REVIEW (30%, 60%, 90%, 95%, 100%)		4	4	4			12
SHEETS & HOURS SUBTOTAL	14	13	4	32	48	64	161
SUBTOTAL LABOR COSTS		$2,730.00	$672.00	$4,512.00	$5,760.00	$7,104.00	$20,778.00
PROJECT MANAGEMENT							
COORDINATION & MEETINGS WITH FBGPTRA AND/OR PMC		8					8
GENERAL PROJECT MANAGEMENT		8					8
SHEETS & HOURS SUBTOTAL	0	16	0	0	0	0	16
SUBTOTAL LABOR COSTS		$3,360.00	$0.00	$0.00	$0.00	$0.00	$3,360.00
SUBTOTAL DIRECT EXPENSES							$28,218.00

DESCRIPTION			TOTAL COST
DIRECT EXPENSES			
MILEAGE			$100.00
SUBTOTAL DIRECT EXPENSES			$100.00

TOTAL SECTION 8 $28,318.00

ATTACHMENT C

The Engineer shall furnish certificates of insurance to the FBCTRA evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the FBCTRA with at least 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:
2019-561408

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.

Traffic Engineers, Inc.
Houston, TX United States

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

Fort Bend Grand Parkway 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.

(126-1010)
Prepare Engineering Design Documents for Pavement Markings Related to Grand Parkway Segment D - Peek Road Overpass

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Eaves, Bradley	Houston, TX United States	X	
Eaves, Martha	Houston, TX United States	X	
Carleton, Rachel	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 _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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