

**CONTRACT FOR ENGINEERING SERVICES**  
**Specific Deliverable with Work Authorizations**  
**Contract Number RFQ 20-075**

32X

**THIS CONTRACT FOR ENGINEERING SERVICES** is made by and between Fort Bend County, 301 Jackson Street, Richmond, TX 77469 hereinafter called "County," and Barge Design Solutions, Inc., having its principal business address at 1500 Citywest Boulevard, Suite 600 Houston TX 77042, hereinafter called "Engineer," for the purpose of contracting for engineering services.

**WITNESSETH**

**WHEREAS**, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of engineering services; and

**WHEREAS**, the County desires to contract for engineering services generally described as Wireless Traffic Signal Communication System; and,

**WHEREAS**, the County has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the County and the Engineer, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

**AGREEMENT**

**ARTICLE 1. SCOPE OF SERVICES.** The County and the Engineer will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be Provided by the County and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

**ARTICLE 2. CONTRACT PERIOD.** This contract becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on **January 31, 2024** unless the contract period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. Any work performed or cost incurred before or after the contract period shall be ineligible for reimbursement.

**ARTICLE 3. COMPENSATION.**

**A. Maximum Amount Payable.** The maximum amount payable under this contract without modification is shown in Attachment E, Fee Schedule. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

**B. Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

**C. Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

**D. Engineer Payment of Subproviders.** No later than ten (10) days after receiving payment from the County, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The County may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The County may also suspend the work under this contract or any work authorization until

subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts.

#### **ARTICLE 4. PAYMENT REQUIREMENTS**

**A. Monthly Billing Statements.** The Engineer shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the County. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

**B. Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

**C. Overhead Rates.** The Engineer shall use the overhead rate indicated in Attachment E. The overhead rate remains unchanged for the entire contract period.

**D. Thirty Day Payments.** Upon receipt of a billing statement that complies with all invoice requirements set forth in this Article, the County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

**E. Withholding Payments.** The County reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; (4) required reports are not received; or (5) the State Comptroller of Public Accounts will not issue a warrant to the Engineer. In the event that payment is withheld, the County shall notify the Engineer and give a remedy that would allow the County to release the payment.

#### **F. Required Reports.**

(1) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Engineer shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

(2) Prior to contract closeout, the Engineer shall submit a Final Report (Exhibit H-4) to the address set forth in Attachment H.

(3) The Engineer shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the State to document the progress of the work.

**G. Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.350 et seq., the Engineer must provide the County a list (Exhibit H-5/DBE or Exhibit H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders and suppliers names, addresses, telephone numbers, and type of work desired.

**H. Debt to the State or County.** If the State Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to the Engineer because of a debt owed to the State or County, the County shall apply all payment due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

**I. Audit.** The County may conduct an audit or investigation of any entity receiving funds from the County directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the County to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the County with access to any information the County considers relevant to the investigation or audit.

**ARTICLE 5. WORK AUTHORIZATIONS.** The County will issue work authorizations to authorize all work under this contract. The Engineer must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization in the form prescribed by the County may be grounds for termination of the contract. The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

**ARTICLE 6. SIGNATORY WARRANTY.** The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the County to enter into this contract.

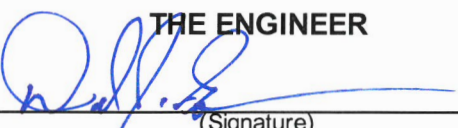
**ARTICLE 7.** All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:


Engineer:	County:
Daniel J. Spann, PE, PTOE Barge Design Solutions, Inc 1500 Citywest Boulevard, Suite 600 Houston TX 77042	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469  With a copy to:  Fort Bend County Attn: County Engineer 301 Jackson Street, 4 <sup>th</sup> floor Richmond, Texas 77469

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 8. INCORPORATION OF PROVISIONS.** Attachments A through H are attached hereto and incorporated into this contract as if fully set forth herein.

**Each party is signing this agreement on the date stated under that party's signature.**

**THE ENGINEER**  
  
(Signature)  
DANIEL J. SPANN, PE, PTOE  
(Printed Name)  
SE. V.P., TRANSPORTATION DIVISION  
(Title)  
3/12/2021  
(Date)

**Fort Bend County**  
  
(Signature)  
County Judge KP George  
(Printed Name)  
KP George  
(Printed Name)  
County Judge  
(Title)  
3-23-2021  
(Date)

**Attachments and Exhibits to Contract for Engineering Services  
Incorporated into the Contract by Reference**

<b>Attachments</b>	<b>Title</b>
A	General Provisions
B	Services to Be Provided by the County
C	Services to Be Provided by the Engineer
D	Not Applicable
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H – FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H – SG	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – State of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H – SN	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – No State of Texas HUB
<b>Exhibits</b>	<b>Title</b>
H – 1	Subprovider Monitoring System Commitment Worksheet
H – 2	Subprovider Monitoring System Commitment Agreement
H – 3	Monthly Progress Assessment Report
H - 4	Subprovider Monitoring System Final Report
H - 5	Federal Subproviders and Supplier Information
H - 6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

**ATTACHMENT A**

**GENERAL PROVISIONS**

**INDEX TO PROVISIONS**

<b>Article</b>	<b>Title</b>
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Data, Information Resources, and Security Requirements
8	Public Information
9	Personnel, Equipment and Material
10	License for TxDOT Logo Use
11	Subcontracting
12	Inspection of Work
13	Submission of Reports
14	Violation of Contract Terms
15	Termination
16	Compliance with Laws
17	Indemnification
18	Engineer's Responsibility
19	Non-collusion
20	Insurance
21	Gratuities
22	DBE/HUB Requirements
23	Maintenance, Retention and Audit of Records
24	Nepotism Disclosure
25	Civil Rights Compliance
26	Patent Rights
27	Computer Graphics Files
28	Child Support Certification
29	Disputes
30	Successors and Assigns
31	Severability
32	Prior Contracts Superseded
33	Conflict of Interest
34	Office of Management and Budget (OMB) Audit Requirements
35	Debarment Certifications
36	E-Verify Certification
37	Restrictions on Employment of Former State Officer or Employee
38	Pertinent Non-Discrimination Authorities
39	Boycott Israel

# ATTACHMENT A

## GENERAL PROVISIONS

### ARTICLE 1. WORK AUTHORIZATIONS

**A. Use.** The Engineer shall not begin any work until the County and the Engineer have signed a work authorization. Costs incurred by the Engineer before a work authorization is fully executed or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the contract period set forth in Article 2 of the contract (Contract Period).

**B. Contents.** Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Engineer is not to include additional contract terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the contract, the terms and conditions of the contract shall prevail and govern the work and costs incurred.

**C. Work Authorization Budget.** A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The State will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

**D. No Guaranteed Work.** Work authorizations are issued at the discretion of the County. While it is the County's intent to issue work authorizations hereunder, the Engineer shall have no cause of action conditioned upon the lack or number of work authorizations issued.

**E. Incorporation into Contract.** Each work authorization shall be signed by both parties and become a part of the contract. No work authorization will waive the County's or the Engineer's responsibilities and obligations established in this contract. The Engineer shall promptly notify the County of any event that will affect completion of the work authorization.

**F. Supplemental Work Authorizations.** Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization executed within the period of performance specified in the work authorization. The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer shall allow adequate time for review and approval of the supplemental work authorization by the County prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article 2 of the contract, (Contract Period). Under no circumstances will a work authorization be allowed to extend beyond the contract's expiration date or will the total amount of funds exceed the maximum amount payable set forth in Article 3A of the contract (Compensation).

**F-1. More Time Needed.** If the Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer shall promptly notify the County. The County may, at its sole discretion, extend the work authorization period by execution of a supplemental work authorization.

**F-2. Changes in Scope.** Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental work authorization. The Engineer must allow adequate time for the County to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Engineer shall prepare a revised work authorization budget for the County's approval.

**G. New Work Authorization.** If the Engineer does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the County, it may issue a new work authorization to the Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the County, the Engineer may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

**H. Emergency Work Authorizations.** The County, at its sole discretion, may accept the Engineer's signature on an e-mailed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the County within five business days from the date on the e-mailed copy.

**I. Deliverables.** Upon satisfactory completion of the work authorization, the Engineer shall submit the deliverables as specified in the executed work authorization to the County for review and acceptance.

## **ARTICLE 2. PROGRESS**

**A. Progress meetings.** The Engineer shall from time to time during the progress of the work confer with the County. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the County in order to evaluate features of the work.

**B. Conferences.** At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the office of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

**C. Inspections.** If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

**D. Reports.** The Engineer shall promptly advise the County in writing of events that have a significant impact upon the progress of a work authorization, including:

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any County, State or federal assistance needed to resolve the situation; and
2. favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

**E. Corrective Action.** Should the County determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the County shall review the work schedule with the Engineer to determine the nature of corrective action needed.

## **ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the County desire to suspend a work authorization but not terminate the contract, the County may verbally notify the Engineer followed by written confirmation, giving (30) thirty days' notice. Both parties may waive the thirty-day notice in writing.

**B. Reinstatement.** A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the County to resume the work. Both parties may waive the sixty-day notice in writing.

**C. Contract Period Not Affected.** If the County suspends a work authorization, the contract period as determined in Article 2 of the contract (Contract Period) is not affected and the contract and the work authorization will terminate on the date specified unless the contract or work authorization is amended to authorize additional time.

**D. Limitation of Liability.** The County shall have no liability for work performed or costs incurred prior to the date authorized by the County to begin work, during periods when work is suspended, or after the completion date of the contract or work authorization.

#### **ARTICLE 4. ADDITIONAL WORK**

**A. Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the County in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

**B. Supplemental Agreement.** If the County finds that the work does constitute additional work, the County shall so advise the Engineer and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

**C. Limitation of Liability.** The County shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

#### **ARTICLE 5. CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this contract but the County requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions as requested and as directed by the County. This will be considered as additional work and paid for as specified under Article 4, Additional Work.

**B. Work Does Not Comply with Contract.** If the Engineer submits work that does not comply with the terms of this contract, the County shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

**C. Errors/Omissions.** The Engineer shall make revisions to the work authorized in this contract which are necessary to correct errors or omissions appearing therein, when required to do so by the County. No additional compensation shall be paid for this work.

#### **ARTICLE 6. SUPPLEMENTAL AGREEMENTS**

**A. Need.** The terms of this contract may be modified if the County determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases. Significant is defined to mean a cost increase of any amount and a cost decrease of twenty percent (20%) or more of the original estimated project cost.

**B. Compensation.** Additional compensation, if appropriate, shall be calculated as set forth in Article 3 of the contract (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

**C. When to Execute.** Both parties must execute a supplemental agreement within the contract period specified in Article 2 of the contract (Contract Period).

#### **ARTICLE 7. DATA, INFORMATION RESOURCES, AND SECURITY REQUIREMENTS**

**A. Types of Data.** "TxDOT or County Data" means TxDOT or County information, data, records, and information to which the Engineer has access, has possession, or is otherwise provided to the Engineer by TxDOT or the County, whether or not intended under or for the purposes of the agreement, including, without limitation, data generated or collected under this agreement, intellectual property created as a work for hire under this agreement, and Personal Identifying Information, which are defined below.

TxDOT or County Data is classified into the three categories that control applicability of security standards: Confidential, Sensitive, and Public. See Section D for Definitions.

Any data that the Engineer accesses and downloads from a TxDOT or County system, for use, manipulation, storage, or management is Confidential Data, unless otherwise specified in writing by TxDOT or the County.

##### **B. Data Requirements**

1. Data, Data Dictionaries, and Data Flow Diagrams. Engineer shall ensure that all TxDOT or County Data



that is generated, manipulated, transmitted, or stored, utilizes the TxDOT taxonomy, with documented data dictionaries, and data flow diagrams (including security protocols).

2. Data Transfer.
  - a. At the completion of a deliverable, the Engineer shall transfer all TxDOT or County Data generated and stored for that deliverable to State or County in manner and format acceptable to the State or County and approved by IMD.
  - b. All metadata associated with the TxDOT or County Data transferred must remain attached to that data.
  - c. Engineer shall maintain the appropriate level of data security throughout the transfer of the TxDOT or County data.
3. Backup and Disaster Recovery.
  - a. Engineer shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems equipment failure, or other disruption of business.
  - b. Engineer shall maintain a disaster recovery plan. Engineer is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Engineer's reasonable control, and for those costs included as part of the TxDOT or County infrastructure responsibilities.
4. Open Records Requests. Engineer shall not release Information in response to an open record request related to this agreement request unless TxDOT or County has approved the release in writing.
5. Encryption. For Sensitive and Confidential TxDOT or County data, the Engineer shall encrypt the data while in-transit and while at-rest in accordance with the Department of Information Resources ("DIR") Controls Catalog Standard SC-13, Cryptographic Protection and SC-08, Transmission Confidentiality and Integrity and TxDOT security requirements.

### **C. Information Resource and Security Requirements**

1. Information Security Safeguards.
  - a. Engineer shall implement appropriate administrative, physical, and technical safeguards, in accordance with TxDOT's security requirements, that reasonably and appropriately protects the confidentiality, integrity, and availability of TxDOT and County data.
  - b. Engineer shall conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's Information Resources security program pursuant to the Texas Department of Information Resources' Information Security Controls Catalog Standards. Systems with Public data must be in compliance with the low baseline and systems with Sensitive and Confidential data must be compliant with the moderate baseline.
2. Breach Notification. Engineer shall immediately report to County via [mobilityconstruction@fortbendcountytexas.gov](mailto:mobilityconstruction@fortbendcountytexas.gov) any security breach of TxDOT or County data for which the Engineer is responsible.
3. Demonstrating Compliance with Information Security Requirements. Upon reasonable notice to the Engineer, or if TxDOT or County determines that the Engineer has violated this agreement, TxDOT or County, directly or through its agent, may request an attestation and evidence that Engineer is in compliance with applicable laws, regulations, and standards outlined in C.5.
4. Security Training
  - a. In accordance with Section 2054.519 of the Texas Government Code, each Engineer Personnel that will access a TxDOT computer system or database must complete a TxDOT approved cybersecurity training program that is certified under Section 2054.519 of the Texas Government Code. The training program must be completed by each Engineer Personnel during the term of the contract and during any renewal period. The Engineer shall provide verification of completion of the cybersecurity training program in a method designated by TxDOT.
  - b. In this section, "Engineer Personnel" includes officers and employees of both the Engineer and its subcontractors.
5. Applicable Laws, Regulations, and Standards. Engineer shall perform the services in accordance with the following standards, notify County of situations where compliance is not achievable, and assist County with the prevention of security gaps or conflicts that could impair security performance. Engineer shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services. A non-exhaustive list of federal, state, and local laws and regulations that might be applicable include the following.
  - a. DIR Security Controls Standard Catalog and applicable TxDOT Security Requirements

- (A) For Public Data, Texas DIR Security Controls Standards Catalog low baseline and applicable TxDOT security requirements
- (B) For Sensitive and Confidential Data, Texas DIR Security Controls Standards Catalog moderate baseline and applicable TxDOT security requirements.
- b. State Laws and Regulations:
  - (A) Title 1 of Texas Administrative Code
    - (1) Chapter 202 – Information Security Standards
    - (2) Chapter 206 – State Websites
    - (3) Chapter 213 – Electronic and Information Resources
  - (B) Texas Government Code, Chapter 552 – Public Information
  - (C) Texas Penal Code, Chapter 33 – Computer Crimes
  - (D) For Confidential data, Texas Business and Commerce Code, Chapter 521 – Unauthorized Use of Identifying Information
  - (E) For Confidential data containing Protected Health Information, Texas Health and Safety Code, Chapter 181 – Medical Records Privacy
- 6. Information Resources Technology
  - a. Any proposed information resources technology that will be installed on any County owned equipment or that will access any County network must be reviewed and approved by the Fort Bend County Information Technology Department prior to any development or design.
  - b. Any proposed information resources technology that will be installed on any County owned equipment or that will access any County network must be reviewed and approved by the Fort Bend County Information Technology Department prior to implementation or delivery.
- 7. Information Resources Technology (“IRT”) Procurements. Fort Bend County Information Technology Department must approve all procurements of:
  - a. Information Resources Technology that will be owned by County.
  - b. IT services for any environment that provides processing, storage, networking, management and the distribution of data to ensure alignment with GAC, Chapter 2054, Subchapter L.

**D. Defined Terms** – The following definitions apply to this article.

- 1. “Breach” means “breach of system security” as defined in Section 521.053(a) of the Texas Business and Commerce Code, which defines breach of system security as “the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.”
- 2. “Confidential Information” has the meaning provided in 1 Texas Administrative Code § 202.1(5), which states the confidential information means “information that must be protected from unauthorized disclosure or public release based on published laws or legal agreements.” Information that is Confidential Information under this definition includes
  - a. Dates of birth of living persons
  - b. Driver’s license numbers
  - c. License plate numbers
  - d. Credit card numbers
  - e. Insurance policy numbers
  - f. Attorney-Client communications
  - g. Drafts of policymaking documents
  - h. Information related to pending litigation
  - i. Audit working papers
  - j. Competitive bidding information before contract awarded.
  - k. Personal Identifiable Information
  - l. Sensitive Personal Information
  - m. Regulated data
  - n. Information excepted from disclosure requirements of Chapter 552 of the Texas Government Code (“Texas Public Information Act”) or other applicable state or federal law
  - o. Compliance reports for which the Texas Attorney General has granted permission to withhold
  - p. Investigative working papers and draft reports excepted from disclosure under Section 552.116 of the Texas Government Code
- 3. “Data” means the representation of facts; as the raw material of information that is used as a basis for reasoning, decision-making, discussion, or calculation.

4. "Data Dictionary" means a directory of the definitions, purpose, policies and structure about data. It is a compilation of information about the data owned by the enterprise. It describes every data item in a database in enough detail for users and application developers to know what the data is and how to make use of it.
5. "Information" means data, regardless of form, that is created, contained in, or processed by information resources facilities, communications networks, or storage media.
6. "Information Resources Technology" means data processing and telecommunications hardware, software, services, supplies personnel, facility resources, maintenance and training that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information.
7. "Personal Identifying Information" means information that alone or in conjunction with other information identifies an individual, including an individual's:
  - a. Name, social security number, date of birth, or government-issued identification number;
  - b. Mother's maiden name;
  - c. Unique biometric data, including the individual's fingerprint, voice print, and retina or iris image;
  - d. Unique electronic identification number, address, or routing code; and
8. "Public Data" means Data that is subject to public disclosure pursuant to the Texas Public Information Act and freely and without reservation made available to the public.
9. "Public information" means information written, produced, collected, assembled, or maintained by or for a governmental body, including information held by individual officers or employees of a governmental body, in connection with the transaction of official County business. This includes information that is held by contractors and consultants and that County owns, to which County has a right of access, or on which public money was spent for the purpose of writing, producing, collecting, assembling, or maintaining the information. Public information includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business. Public information may be stored in any medium and may exist in forms such as books, papers, letters, documents, e-mails, Internet postings, text messages, instant messages, printouts, photographs, maps, drawings, and audio and video recordings. Public information does not include tangible items, such as computers or guardrails.
10. "Sensitive Data" means any information that could be subject to release under an open records requests, but should be controlled to protect third parties, and should be vetted and verified before release. At County, this could include operational information, personnel records, research, or internal communications.
11. "Sensitive Personal Information" has the meaning provided by Section 521.002(2) of the Texas Government Code, which defines sensitive personal information as:
  - a. An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and item are not encrypted:
    - (A) Social Security Number
    - (B) Driver's license number or government-issued identification number; or
    - (C) Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or
  - b. Information that identifies an individual and relates to:
    - (A) The physical or mental health or condition of the individual;
    - (B) The provision of health care to the individual; or
    - (C) Payment for the provision of health care to the individual.

## **E. Data Ownership**

1. Work for Hire. All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the County.
2. Disposition of Documents. All documents prepared by the Engineer and all documents furnished to the Engineer by the County shall be delivered to the County upon request by the County. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the County under this contract, but further use of the data is subject to permission by the County.
3. Release of Design Plan. The Engineer (1) will not release any roadway design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontracts which acknowledges the County's ownership of the design plan and

prohibits its use for any use other than the project identified in this contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the County.

## **ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY**

**A. Public Information.** The County will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

**B. Confidentiality.** The Engineer shall not disclose information obtained from the County under this contract without the express written consent of the County.

**C. Access to Information.** The Engineer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

## **ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or it will be able to obtain such personnel from sources other than the County.

**B. Removal of Contractor Employee.** All employees of the Engineer assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The County may instruct the Engineer to remove any employee from association with work authorized in this contract if, in the sole opinion of the County, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

**C. Replacement of Key Personnel.** The Engineer must notify the County in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

**D. County Approval of Replacement Personnel.** The Engineer may not replace the project manager or key personnel without prior consent of the County. The County must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the County determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the County within forty-five (45) days.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this contract states to the contrary, the County shall own all intellectual property acquired or developed under this contract and all equipment purchased by the Engineer or its subcontractors under this contract. All intellectual property and equipment owned by the County shall be delivered to the County when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

## **ARTICLE 10. LICENSE FOR TxDOT LOGO USE**

**A. Grant of License; Limitations.** The Engineer is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") and County logo on any deliverables prepared under this contract that are the property of the County. The Engineer may not make any use of the registered TxDOT trademark logo or County logo on any other materials or documents unless it first submits that request in writing to the State and County and receives approval for the proposed use. The Engineer agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or County logo or bring it into disrepute.

**B. Notice of Registration Required:** The Engineer's use of the Flying 'T' and County logo under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying 'T' and County logo is registered in the United States Patent and Trademark Office (USPTO).

**C. No Assignment or Sublicense.** The Engineer may not assign or sublicense the rights granted by this article without the prior written consent of the County.

**D. Term of License.** The license granted to the Engineer by this article shall terminate at the end of the term specified in Article 2 of this contract.

#### **ARTICLE 11. SUBCONTRACTING**

**A. Prior Approval.** The Engineer shall not assign, subcontract or transfer any portion of professional services related to the work under this contract without prior written approval from the County.

**B. DBE/HUB Compliance.** The Engineer's subcontracting program shall comply with the requirements of Attachment H of the contract (DBE/HUB Requirements).

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the County to the Engineer.

**D. Prior Review.** Subcontracts for professional services in excess of \$25,000 may be reviewed by the County prior to performance of work thereunder.

**E. Engineer Responsibilities.** No subcontract relieves the Engineer of any responsibilities under this contract.

#### **ARTICLE 12. INSPECTION OF WORK**

**A. Review Rights.** The County, State and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the County, state or federal representatives in the performance of their duties.

#### **ARTICLE 13. SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the County before a final report is issued. The County's comments on the Engineer's preliminary report must be addressed in the final report.

#### **ARTICLE 14. VIOLATION OF CONTRACT TERMS**

**A. Increased Costs.** Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the contract, and any increased or additional cost incurred by the County arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

**B. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **ARTICLE 15. TERMINATION**

**A. Causes.** The contract may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the County by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the County for reasons of its own, not subject to the mutual consent of the Engineer, by giving thirty business days notice of termination in writing to the Engineer.
5. By the County, if the Engineer violates the provisions of Attachment A, General Provisions Article 21, Gratuities, or Attachment H, Disadvantaged Business Enterprise/Historically Underutilized Business Requirements.
6. By the County, after receipt by the Engineer of a written notification of violation of Subchapter J of the

7. By satisfactory completion of all services and obligations described herein.

**B. Measurement.** Should the County terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the County shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the County terminate this contract under paragraph (4) or (5) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty days.

**C. Value of Completed Work.** If the Engineer defaults in the performance of this contract or if the County terminates this contract for fault on the part of the Engineer, the County will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the County; (4) the cost to the County of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the County of the work performed.

**D. Calculation of Payments.** The County shall use the fee schedule set forth in Attachment E to the contract (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

**E. Excusable Delays.** Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**F. Surviving Requirements.** The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the County and the Engineer under this contract, except for those provisions that establish responsibilities that extend beyond the contract period.

**G. Payment of Additional Costs.** If termination of this contract is due to the failure of the Engineer to fulfill its contract obligations, the County may take over the project and prosecute the work to completion, and the Engineer shall be liable to the County for any additional cost to the County.

## **ARTICLE 16. COMPLIANCE WITH LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the County with satisfactory proof of its compliance therewith.

## **ARTICLE 17. INDEMNIFICATION**

**A. Indemnification.** *The Engineer shall indemnify the County and the County's officers and employees against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, or another entity over which the Engineer exercises control.*

**B. Attorney Fees.** *The Engineer shall reimburse, in proportion to Engineer's liability, the County's*

*reasonable attorney's fees incurred defending the County against a claim based wholly or partly on the negligence of, fault of, or breach of contract by Engineer, Engineer's agent, or another entity over which Engineer exercises control.*

#### **ARTICLE 18. ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**B. Errors and Omissions.** The Engineer's Responsibility for all questions arising from design errors or omissions will be determined by the County. All decisions shall be in accordance with the State's "Consultant Errors & Omissions Correction and Collection Procedures" and Texas Government Code §2252.905. The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

**C. Professionalism.** The Engineer shall perform the services it provides under the contract: (1) with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

**D. Seal.** The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the County in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

**E. Resealing of Documents.** Once the work has been sealed and accepted by the County, the County, as the owner, will notify the party to this contract, in writing, of the possibility that a County engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

#### **ARTICLE 19. NONCOLLUSION**

**A. Warranty.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

**B. Liability.** For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **ARTICLE 20. INSURANCE**

The Engineer certifies that it has insurance on file with the County as required by the County. No other proof of insurance is acceptable to the County. The Engineer certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Engineer must stop work until a new certificate of insurance is provided.

#### **ARTICLE 21. GRATUITIES**

**A. Employees Not to Benefit.** County policy mandates that employees of the County shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the County under this contract.

**B. Liability.** Any person doing business with or who reasonably speaking may do business with the County under this contract may not make any offer of benefits, gifts or favors to County employees. Failure on the part of the Engineer to adhere to this policy may result in the termination of this contract.

#### **ARTICLE 22. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The Engineer agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a

zero goal, as determined by the County.

## **ARTICLE 23. MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the contract period and for seven (7) years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

**B. Availability.** The County, State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

## **ARTICLE 24. NEPOTISM DISCLOSURE**

**A.** In this section the term "relative" means:

- (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.

**B.** A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Fort Bend County Engineering, 301 Jackson Street, 4<sup>th</sup> floor, Richmond, TX 77469. The notice shall specify the Engineer's firm name, the name of the person who submitted the notification, the contract number, , the name of the relevant Engineer employee, the expected role of the Engineer employee on the project, the name of the County employee who is a relative of the Engineer employee, the title of the County employee, the work location of the County employee, and the nature of the relationship.

**C.** By executing this contract, the Engineer is certifying that the Engineer does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by County unless the Engineer has notified County of each instance as required by subsection (b).

**D.** If the Engineer learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by County, the Engineer shall notify County under subsection (b) of each instance within thirty days of obtaining that knowledge.

**E.** If the Engineer violates this section, the County may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

## **ARTICLE 25. CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations:** The Engineer will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

**B. Nondiscrimination:** The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.



**D. Information and Reports:** The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer will so certify to the County, State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance:** In the event of the Engineer's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it, State or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Engineer under the contract until the Engineer complies and/or
- (2) cancelling, terminating, or suspending of the contract, in whole or in part.

**F. Incorporation of Provisions:** The Engineer will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take such action with respect to any subcontract or procurement as the County, State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Engineer may request the County to enter into such litigation to protect the interests of the County. In addition, the Engineer may request the State or United States to enter into such litigation to protect the interests of the State or United States.

#### **ARTICLE 26. PATENT RIGHTS**

The County shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this contract.

#### **ARTICLE 27. COMPUTER GRAPHICS FILES**

The Engineer agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the County to be applicable to this contract.

#### **ARTICLE 28. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the County for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

#### **ARTICLE 29. DISPUTES**

**A. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

**B. Disputes Concerning Work or Cost.** Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with 43 Texas Administrative Code §9.2.

#### **ARTICLE 30. SUCCESSORS AND ASSIGNS**

The Engineer and the County do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. The Engineer shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the County.

### **ARTICLE 31. SEVERABILITY**

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **ARTICLE 32. PRIOR CONTRACTS SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

### **ARTICLE 33. CONFLICT OF INTEREST**

#### **A. Representation by Engineer.**

The Engineer represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The Engineer further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the County. Specifically, the Engineer certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Engineer: any member of the County. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests.

#### **B. Certification Status.** The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

**C. Environmental Disclosure.** If the Engineer will prepare an environmental impact statement or an environmental assessment under this contract, the Engineer certifies by executing this contract that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

**D. Commencement of Final Design.** This contract does not obligate the County to proceed with final design for any alternative. On completion of environmental documentation, the County will consider all reasonable alternatives in a fair and objective manner. Notwithstanding anything contained elsewhere in the contract or in any work authorization, the Engineer may not proceed with final design until after all relevant environmental decision documents have been issued.

**E. Restrictions on Testing.** If the Engineer will perform commercial laboratory testing under this contract, on any project the Engineer may not perform more than one of the following types of testing:

1. verification testing;
2. quality control testing; or
3. independent assurance testing.

### **ARTICLE 34. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

### **ARTICLE 35. DEBARMENT CERTIFICATIONS**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Engineer certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the County, to furnish a copy of the certification.

### **ARTICLE 36. E-VERIFY CERTIFICATION**

Pursuant to Executive Order RP-80, Engineer certifies and ensures that for all contracts for services, Engineer shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

1. All persons employed by Engineer during the term of this agreement to perform duties within the State of Texas; and
2. All persons, including subcontractors, assigned by Engineer to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

### **ARTICLE 37. RESTRICTIONS ON EMPLOYMENT OF FORMER STATE OFFICER OR EMPLOYEE**

The Engineer shall not hire a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of the state agency in this agreement's procurement or its negotiation until after the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

### **ARTICLE 38. PERTINENT NON-DISCRIMINATION AUTHORITIES**

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

**B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

**C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

**D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

**E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

**F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

**G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

**H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

**I.** The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

**J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

**K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

**L.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

#### **ARTICLE 39. BOYCOTT ISRAEL**

**A. Meaning:** "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. Certification and Prohibition:** The Engineer hereby certifies that either (i) it meets an exemption criteria under Government Code Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract.

**ATTACHMENT B**

**SERVICES TO BE PROVIDED BY THE County**

## **ATTACHMENT B**

### **SERVICES TO BE PROVIDED BY THE County**

For each negotiated Work Authorization the County will designate a Project Manager to represent the County and will provide the following information or services as listed below by Function Code (FC).

**Subject to availability, the services to be provided or performed by the County will include, but not be limited to, the following items:**

#### **Route and Design Studies**

- Provide As-built Plans.
- Provide available Environmental Documentation.
- Provide Map File, Topographic (Planimetric) Base File and Aerial Photography.

#### **Social, Economic and Environmental Studies and Public Involvement**

- Provide available project development documents, environmental Documentation, schematics, typical sections, public involvement records, etc.
- Review and process each necessary environmental and public involvement document prior to letting of the construction contract.
- Locate suitable facilities, advertise, and conduct each required public meeting.
- Provide designated County representatives for each public meeting.
- Review the information and material developed by the Engineer to be presented at each public meeting or public hearing three weeks before any such event. The County will return review comments to the Engineer two weeks before each such meetings or hearings, if applicable.

#### **Right-of-Way Data and Utility**

- Provide available existing right of way plans for the proposed project location.
- Conduct all right-of-way appraisals and acquisitions, if applicable.
- If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data; and
- Planimetric layouts and related information.

#### **Design Surveys and Construction Surveys**

- Provide survey control points such as horizontal control points, benchmark elevations and descriptions for vertical control, and listing of horizontal alignment coordinates for baseline control only, if available.

- Provide aerial photographs (contact prints) of the proposed project area, if available.

### **Roadway Design Controls**

- Provide applicable Preliminary Design Concept Conference, schematic layout and Plans, Specifications and Estimate (PS&E) package checklists for use by the Engineer.
- Provide As-built plans of the existing project facilities, if available.

### **Drainage**

- Provide existing hydraulic and hydrologic studies associated with the project and project area if available.
- Provide data, if available, including “as-built plans”, existing cross sections, existing channel and drainage easement data.

### **Miscellaneous (Roadway)**

- Provide example estimates, district general notes and standards, sample specification lists and related hard copy documentation for the Engineer's use in preparing the preliminary estimate, general notes and specifications.
- Provide a maximum project cost to be used in the preparation of the preliminary design.
- Negotiate with each project utility company for relocation agreements or required relocation as applicable.

### **Project Management and Administration**

- Review, approve and update Project Design Criteria.
- Prompt Review of Deliverables.
- Provide copies of preferred District Details to be used.
- Provide copies of preferred District Standards to be used.
- Prepare final General Notes and final Specification Data Sheets.

### **Construction Phase Services**

- Shop drawings and related submittals received from the contractor or fabricators.
- Request for applicable change order plan modifications that are based on changed conditions or a request by the State to modify the design based on field conditions or applicable updates to the State's standards and criteria.

### **Additional Responsibilities**

- Provide design criteria for roadway, structures, drainage, and hydraulics.

- Interface with local, regional, State and Federal agencies or other entities on behalf of Engineer.
- Coordinate and notify in writing with Emergency Medical Services (EMS), school system, United State (U.S.) Mail, etc. for any detour routes and roadway closures. Upon request by the County, the Engineer shall prepare the necessary exhibits.
- Provide the Engineer with timely reviews in accordance with Exhibit C, "Work Schedule" of the Work Authorization and decisions to enable the Engineer to maintain the project schedule as approved by the County.
- Provide paper prints or electronic copies of design files containing, for example, a sample title sheet, plan profile sheet, plan sheet, sheet quantities and storm water pollution prevention plan (SW3P) sheet, if available and applicable.
- Provide milestone guidelines as applicable to the district the work is being performed.
- Secure all required permits and agreements.



## **ATTACHMENT C**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

**(The negotiated scope for this contract must be provided in this attachment. The work authorization scopes will be derived from this attachment.)**

## ATTACHMENT C

### SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall provide engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, for implementing a traffic signal system wireless communication infrastructure for Fort Bend County, TX. The project will include the evaluation of a wireless communications infrastructure system through a preliminary engineering report that will determine the best wireless system and equipment required for Fort Bend County and its Traffic Signal System.

The wireless system design will require the evaluation of the high site tower locations which will be structurally designed to meet the needs of the current system and also future devices installed on the towers. The project will include an inventory and layout of up to 120 signalized intersection and the wireless equipment required to communicate to the system's backbone. The system will be transmitted back to the County's Traffic Management Center (TMC), which is located at the Public Transportation facility on Bamore Road in Rosenberg, Texas, via a wireless communication system.

The project will also procure and install new traffic surveillance cameras (CCTV) throughout the county. The CCTV locations will also be determined, designed and installed as well as integrated into the new system. The system will be able to transmit the video from the new CCTVs as well as the current video data from the video detection cameras located at the intersections.

### GENERAL REQUIREMENTS

**1.1. Design Criteria.** The Engineer shall prepare all work in accordance with the latest version of applicable State'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 State approved manuals. When design criteria are not identified in State manuals, the Engineer shall notify the County 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 State's District guidelines in developing the Plan, Specification, and Estimate (PS&E) package. The Engineer shall prepare each PS&E package in a form suitable for letting through the State's construction contract bidding and awarding process.

The Engineer shall identify, prepare exhibits and complete all necessary forms for each Design Exception and Waiver required within project limits prior to the 30% project completion submittal. The Engineer shall submit each exception and waiver to the County

for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the County in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

**1.2. Right-of-Entry and Coordination.** The Engineer shall notify the County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off State or County right-of-way. In pursuance of the State's policy with the general public, the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the County prior to each entry.

**1.3. Progress Reporting and Invoicing.** The Engineer shall invoice according to Function Code breakdowns shown in Attachment "C" of the Contract for Engineering Services and Exhibit "D" - *Fee Schedule*, of each Work Authorization. The Engineer shall submit each invoice in a format acceptable to the County.

With each invoice, the Engineer shall include a completed Projected vs. Actual Contract Invoices form. The Engineer shall submit a monthly written progress report to the County's Project Manager 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 per cent complete by task.

The Engineer shall prepare a design time schedule and an estimated construction contract time schedule, using the latest version of Primavera software or any State's approved programs. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The Engineer shall provide assistance to State personnel in interpreting the schedules. The Engineer shall schedule milestone submittals at 30%, 60%, 90% and final project completion phases. The Engineer shall advise the County in writing if the Engineer is not able to meet the scheduled milestone review date.

Once the project goes to letting, all electronic files shall be delivered within 30 days of written request in conformance with the latest version of the State's Document and Information Exchange (Attachment G).

Final payment is contingent upon the County's receipt and confirmation by the County's Project Manager that the electronic files run and is formatted in accordance with Attachment G of the contract and all review comments are addressed.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the County. At a minimum, the letter of transmittal must include the State's Control-

Section-Job (CSJ) number, the highway number, County, project limits, County's contract number, and County's work authorization number.

**1.4. Traffic Control.** The Engineer shall provide all planning, labor, and equipment to develop and to execute each Traffic Control Plan (TCP) needed by the Engineer to perform services under each Work Authorization. The Engineer shall comply with the requirements of the most recent edition of the TMUTCD. The Engineer shall submit a copy of each TCP to the County for approval prior commencing any work on any State or county roadway. The Engineer shall provide all signs, flags, and safety equipment needed to execute the approved TCP. The Engineer shall notify the County in writing twenty-four (24) hours in advance of executing each TCP requiring a lane closure and shall have received written concurrence from the State prior to beginning the lane closure. The Engineer's field crew shall possess a copy of the approved TCP on the job site at all times and shall make the TCP available to the State for inspection upon request. The Engineer shall assign charges for any required traffic control to the applicable function code.

**1.8 Quality Assurance (QA) and Quality Control (QC).** 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 County's Project Manager 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 County in advance, the county, 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 County. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the County that the submittal contains errors, omissions, or inconsistencies, the County 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.

**1.9. Use of the State's Standards.** The Engineer shall identify and insert as frequently as is feasible the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use in the plan. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the County Project Manager. 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.

## **TASK DESCRIPTIONS AND FUNCTION CODES**

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

### **Function Code 102 (110.5) Geotechnical Borings and Investigations:**

The Engineer shall determine the location of proposed soil borings for tower foundations in accordance with the latest edition of the State's Geotechnical Manual. The County will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the County's review comments, they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.

1. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
2. If applicable, the Engineer shall perform soil borings, coring for pavement removal items, piezometric readings, testing and analysis to include slope stability analysis, settlement analysis, and foundation design recommendations.
3. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, piezometer data, analyses and recommendations for, skin friction tables and design capacity curves including skin friction and point bearing. The skin friction tables and design capacity curves must be present for piling and drilled shaft foundation.
4. The Engineer shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.
5. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation (TxDOT) website.
6. The Engineer shall submit hydraulic letter TxDOT Project manager clarifying that this project will not negatively impact drainage at sites and require any further assessments. Letter will be signed and sealed by the engineer of record.

**FUNCTION CODE 120(120) - SOCIAL/ECON/ENVIRON STUDIES**

**120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

**The ENGINEER shall:**

- a. Perform all work in accordance with the State's and County's latest practices, criteria, specifications, policies, procedures, and Environmental Compliance Toolkits. All documents shall be sufficient to satisfy the current Environmental Compliance Toolkits available from the State.
- b. Produce a complete and acceptable deliverable for each environmental service performed for environmental documentation.

**120.1 - Environmental Documentation.**

Each environmental service provided by the Engineer shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the State, the County, The Federal Highway Administration (FHWA), and (where applicable) agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for reports enumerated in the State's NEPA MOU.

a. Quality Assurance/Quality Control Review

The Engineer shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

1. Current Environmental Compliance Toolkit guidance published by the State's Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed;
2. Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the State and other state or federal agencies; and
3. FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for:
  - i. Readability, and
  - ii. Use of evidence and data in documents to support conclusions.

Upon request by the State or the County, the Engineer shall provide documentation that the QA/QC reviews were performed by qualified staff.

- a. Deliverables shall contain all data acquired during the environmental service. All deliverables shall be written to be understood by the public and must be in accordance with the State's Environmental Toolkit guidance, documentation standards, current guidelines, policies and procedures.

- b. Electronic versions of each deliverable must be written in software which is compatible to the State and must be provided in a changeable format for future use by the County. The Engineer shall supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The Engineer shall deliver the electronic files on CD-R, CD-RW media in Microsoft Windows format, or through the ftp site.
- c. Submission of Deliverables
  - 1. Deliverables shall consist of reports of environmental services performed in addition to Reevaluation Form for a previously cleared Categorical Exclusion (CE) for each modified traffic signal location and new Tower locations.

"The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."

#### **120.2 - Technical Reports and Documentation**

Definition of technical report and documentation for environmental services: a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

All technical reports/documentation shall be compliant with TxDOT Environmental Compliance Toolkits. Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must include sufficient information to determine the significance of impacts.

The Engineer shall produce the following technical reports, forms, and other documentation:

- a. Reevaluation of previously cleared CE (note: Includes up to 3 separate Reevaluation Checklist Forms in case site conditions differ between ITS location per Technical Reports listed below and thus, would require individual Reevaluations)
- b. Scope Development Tool/ECOS for each ITS location (maximum 20 locations)
- c. Archeological Background Study for maximum of 12 ITS locations
- d. Archeological (Trenching) Survey Report (for up to 2 locations)
- e. Historic PCR for maximum of 12 ITS locations
- f. Surface Water Analysis Form for each ITS location (maximum 20 locations) (Note: assumes Wetland Delineation and Wetland Delineation Form will be not needed for any of the 20 sites)

- g. Biology Species Analysis Form (including summary spreadsheet) and Tier I Site Assessment Form for each ITS location (maximum 20 location)
- h. Hazardous Materials ISA Form for each ITS location (maximum 20 locations) (note: assumption that a maximum of 5 database searches will be needed to cover all ITS locations)

**Agency Coordination and Public Involvement**

- a. The Engineer shall assist the State and the County in conducting stakeholder meetings with various property owners (up to 5) as needed to discuss and review the wireless communication system. The Engineer shall document and respond to issues related to the wireless communication system.
- b. The Engineer shall assist in conducting stakeholder meetings during the project development process. The Engineer shall prepare exhibits (if determined necessary).
- c. Compile Meeting Minutes of the stakeholder meetings.

The Engineer shall:

- a. Perform public involvement activities in accordance with TAC, Title 43, Part 1, Chapter 2 and 36 CFR 800.2.
- b. Obtain the State's and County's approval for exhibits and other materials.

**FC 120 Deliverables**

- a. Reevaluation of previously cleared CE
- b. Scope Development Tool/ECOS
- c. Archeological Background Study
- d. Archeological (Trenching) Survey Report
- e. Historic PCR
- f. Surface Water Analysis Form
- g. Biology Species Analysis Form and Tier I Site Assessment Form
- h. Hazardous Materials ISA
- i. Meeting minutes for up to 5 stakeholder meetings
- j. EPIC Sheets

**FUNCTION CODE 130(130) – RIGHT-OF-WAY (ROW) DATA**

All standards, procedures and equipment used by the Engineer's Surveyor shall be such that the results of the survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

The Engineer shall locate the existing ROW within the project limits from the current project control monuments and prepare a layout map for the project.



**130.1. Right-of-Way Map.** The Engineer shall review and evaluate the proposed or existing right-of-way map to verify that all construction staging, and alignment considerations have been taken into account. The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the proposed right-of-way lines. The Engineer shall notify the County in writing if it is necessary to obtain additional construction easements or rights-of-entry and shall provide justification for such action. The Engineer shall be responsible for identifying and delineating any temporary construction easements in areas outside the County's Right of Way. The County shall secure the necessary legal instruments.

**130.2. Utility Locations and Layouts.** The Engineer shall coordinate with the County to determine the location of each existing and proposed utility and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall identify and coordinate with each utility company for relocations required within each construction easement or right-of entry. The existing and proposed utility layout shall be represented in a 3D MicroStation subsurface utility design and analysis (SUDA) model.

**130.3. Access Management.** The Engineer shall coordinate and evaluate access management within the project limits in accordance with the latest State Access Management Manual or as directed by the County.

## **FUNCTION CODE 145(164) – MANAGING CONTRACTED/DONATED PE**

### **PROJECT MANAGEMENT AND ADMINISTRATION**

The Engineer, in association with the County's Project Manager shall be responsible for directing and coordinating all activities associated with the project to comply with County policies and procedures, and to deliver that work on time.

Project Management and Coordination. The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

The Engineer shall:

- Prepare monthly written progress reports for each project.
- Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy and electronic format.
- Meet on a scheduled basis with the County to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.

**FUNCTION CODE 160(150) - ROADWAY DESIGN:****A. FIELD SURVEYING AND PHOTOGRAMMETRY**

Surveying services shall comply with the latest Texas Department of Transportation (TxDOT) Survey Manual for topographic and boundary surveying, as applicable. The survey will be performed using State Plane Coordinates South Central Zone 4204, NAD 83, and NAVD88, 2001 adj. GPS survey RTK survey method will be used to tie to the nearest TxDOT monument. Limit of survey is assumed 50'x50' area at estimated location of each tower as marked in the attached exhibit with circles. A total of 20 locations are estimated as per the exhibit, however final area for survey within each circle is yet to be determined. In general, the following items to be done under the scope of surveying services as applicable:

Item	Scope	Locations
1	Topographic Survey	20
2	Boundary Survey	10

Details on the scope of each item is described below:

**1. Topographic Survey (Each Site)**

A Category 6, Condition 2 topographic survey will be done. Following tasks will be done under the scope of Topographic Survey

- Establish survey controls. Use TxDOT VRS system and TxDOT monument to obtain coordinates and elevation on the controls
- Survey spot elevations in grid for the limit of topographic survey
- Survey all topographic features within the limit of topographic survey including all trees of 4" in and over in caliper size.
- Survey all utility features within the limit of topographic survey
- Invert all manholes and inlets within the limit of topographic survey
- Prepare a topo and utility plan view in MicroStation showing all topo features, and available utility lines. All underground public and private utility lines within the limit of topographic survey will be delineated on the plan based on the above ground features, manhole measure-downs, and best available record drawings.
- Prepare a survey control map in compliance with The TxDOT Survey Manual.

Deliverables will include the following

- A CAD drawing on topographic survey plan in MicroStation
- A signed and sealed PDF of the final topographic survey plan
- Signed and sealed survey control map
- TxDOT survey Checklist
- Survey data ASCII file

## **2. Boundary Survey (Each Site)**

A Category 1A. Condition 2 boundary survey will be performed. Following tasks will be done under the scope of boundary Survey

- Search and survey boundary monuments
- Perform abstracting and boundary and easement research
- Prepare boundary drawing plat including site boundary, easements and other relevant items
- Prepare metes and bound descriptions
- Set the boundary of two monuments in the field

Deliverables will include the following

- A CAD drawing on boundary survey in MicroStation
- A signed and sealed PDF of the final boundary survey map
- Signed and sealed metes and bounds description
- Map check closure report
- TxDOT boundary survey Checklist for parcel

## **Function Code 160(165) - Traffic Management Systems**

### **Design overview:**

- The scope of service for the wireless system design will include the following:
  - Evaluate and procurement of and wireless system for Fort bend County Traffic signal system.
  - The wireless traffic communication system will be an ethernet system which will be transmitted back to the County's Traffic Management Center (TMC), which is located at the Public Transportation facility on Bamore Road in Rosenberg, Texas, via a wireless communication system.
  - Working with the County IT department, Specify, update and procure system equipment servers and equipment for the new system and TMC.
  - The design up to 20 high site tower locations which will be structurally designed to meet the needs of the system and anticipated future traffic system devices installed on the towers.
  - Inventory of up to 120 signalized intersection
  - Specify and layout of wireless equipment at each intersection required to communicate to the system's wireless backbone.
  - Design layouts for up to 120 Pan Tilt Zoom (PTZ) CCTV (one per signalized intersection) along with specifications and procurement of the CCTV control software.

### **1. Preliminary Engineering Report (PER) :**

- Prepare a Preliminary Engineering Report (PER) that documents current state of the practice for wireless communication. Investigation should include Wi-MAX, Wi-Fi (2.4 GHz, 4.9 GHz, 5.8 GHz), and other options for traffic signal to high site communication. High site to high site communication options shall also be included in the PER. Provide a pros and cons analysis of the options as well as preliminary cost comparisons. Include references from other agencies that are using the various options and include whether the options are emerging technology, mature, or nearing end of life. Submit the PER to the County for review and then make a presentation to the County with recommendations about which technology should be used for final design options. After addressing any County comments, submit to TxDOT for review.

### **2. System Engineering Analysis Report (SEAR)**

- Scheduling and Holding workshops to identify functional and operational requirement that can then be mapped to technical requirements.
- Concept of Operations and System Requirements will be developed. These documents will ultimately serve as the basis for system validation/verification and include the documentation of the existing traffic signal infrastructure.

- Help guide the County through the process to assure the system engineering report meets all TxDOT and Federal requirements for the project.

**3. Inventory of Intersections:**

- Conduct a site inventory of each intersection within the system boundaries. Inventory will include all traffic control equipment inside the cabinet. The site field inventory will also include all signal equipment at the intersection including but not limited to signal poles, signal heads (including Pedestrian signal heads) and type mountings, pull boxes, detection and preemption devices.

**4. Prepare 30% Preliminary Construction Design Package:**

- The 30% plans will include the overall concept for the system and provide information to coordinate basic design decisions with the County and TxDOT. The design shall also include the Network Architecture and Engineering Design.
- The Construction plans will be prepared using aerial images or electronic signal plans (.pdf, .dwg or. dgn) if provided by the County.
- The Location of signal poles pull boxes and controller cabinet location will be field checked and documented during the field inventory to update the plans. All wiring for the proposed signal interconnect and CCTV system to the Wi-Fi street level tier will be located in new conduit.
- The 30% design package will include the locations for the high site towers for the communication backbone. The approve PER will be the guidance for the system and the system design parameters. The 30% design package shall be submitted to the County review. County comments shall be addressed prior to submitting the 30% design package to TxDOT for review.

**5. Prepare 60% Construction Design Package:**

- The 60% plans shall include detailed intersection and network design details along with the project manual. The plan set will Include
  - Radio Network Planning,
  - Site Survey and Site Inventory,
  - Site Design and Drawings.
  - Structural engineering of any new towers or attachments to existing towers. (this will include the Geotech boring for foundations.)
  - Intersection layout for CCTVs at intersections.
- The design package shall include all equipment required in the TMC located in the Public Transportation facility on Bamore Road in Rosenberg, Texas to operate and control the system. This includes any software specifications for the control and operation of the system.

- The 60% design package shall include the following drawings at a minimum:
  - Title Sheet
  - Index of Sheets
  - General Construction Notes sheets
  - Quantity Sheets
  - Traffic Control Plan and Storm Water Pollution Prevention Plan drawings (if needed)
  - Plan Layout sheets
  - Notes for Plan Layout sheets
  - Networking sheets
  - Architecture sheets
  - Miscellaneous sheets (as needed)
  - Standard Detail sheets
  - Project Manual
- Special specifications will be developed for items that are not available under TxDOT's standard specifications. It is noted that approval of special specifications is coordinated through TxDOT Austin Headquarters and can take several iterations for approval. The use of existing special specifications will be utilized as much as possible to minimize the approval process duration as long as the TxDOT standard specifications will provide acceptable and not outdated products.
- An engineer's estimate of probable construction cost of the proposed systems will be provided and compared with the established budget. If the cost estimate exceeds the budget, a priorities list will be established for the County's review and concurrence.
- The design package will be submitted to the County for review. County comments will be addressed prior to submitting to TxDOT for review.

**6. Prepare 90% Construction Design Package:**

- This submittal will include the updated 60% plans, project manual, and any additional special specifications developed needed for the project.
- Update the engineer's estimate of probable construction cost.
- The design package will be submitted to the County for review. County comments will be addressed prior to submitting to TxDOT for review.

**7. Prepare 95% Construction Design Package:**

- This submittal will include the updated 90% plans, project manual, and any additional special specifications developed needed for the project.
- Update the engineer's estimate of probable construction cost.
- The design package will be submitted to the County for review. County comments will be addressed prior to submitting to TxDOT for review.

**8. Prepare Final Bid Package:**

- Address any comments from Fort Bend County and TxDOT for the 95% design submittal and prepare the final bid package, including the project manual.
- Update the construction cost estimate.

**9. Contract Phase Services:**

- The Engineer will provide assistance to the county with the following items during the Contract phase.
  - Attend pre-bid meeting.
  - Support County Purchasing Department with responses to contractor questions.
  - Review references and corporate/staff experience in wireless network installation for prospective bidders.
  - Assist the County in reviewing the bids and provide a recommendation regarding the award.

**Deliverables**

Deliverables will be submitted using the following methods:

- During the Covid 19 Shutdown PDF submittals of plans and manuals will be submitted to the county and TxDOT.
- Once the Covid 19 pandemic has passed deliverables to TxDOT will be up to 10 - 11X17 paper plan sets. Final number needed to be submitted will be determined by TxDOT at time of submittal.

Below are the Deliverables for each section of the Scope.

- **Preliminary Engineering Report (PER)**

Written Report that includes:

- State of Practice writeup for Wireless Communication (Wi-MAX, 2.4, 4.9, 5.9 GHz)
- State of practice for High Site to High Site comm options also
- Presentation to County with Recommendations for System

- **System Engineering Analysis Report (SEAR)**

- System engineering report include system oversight and regional Architectural review.

- **Inventory of Intersections**

Electrical and hard copy of intersection inventory including

- Signal cabinet equipment
- Site inventory including pole, pull boxes, signal detection devices etc.

- **30% Plans – Layout of system – over all concept of system**
  - Network Architecture
  - Plan design for 30% shall use aerial images or plans provided by Fort Bend County
  - Field check existing signal equipment
  - Locate high sites – using agency property/facilities where possible
  - Survey for towers and any traffic signal poles and cabinet – for ROW purposes.
  - Coordination with Municipal Utility District (MUD), Emergency Service District (ESD), Property owner associations (HOA, POA), Levee improvement District (LID)
  - Work with other utilities
- **60% plans – detailed plan set**
  - Network design / details
  - Project manual
  - Structural design of towers (Geotech field bores)
  - TMC layout – equipment and software required at TMC.
  - Architecture
  - Specifications - use standard spec where possible
  - Construction cost estimate
- **90% plans**
  - Design plans
  - Project manual
  - Specifications
  - Construction estimate
- **95% and final plans**
  - Final Plans and Project Manual
  - Finalize Specifications
  - Prepare Final Bid Package
  - Final Construction estimate



**FUNCTION CODE 300(351) – DESIGN VERIFY/CHANGES/ALTER**  
**CONSTRUCTION PHASE SERVICES**

The Engineer will assist the County in securing the contractor for the project and once the Notice to Proceed is given to the contractor we will assist the County with construction phase services. These services include:

- Attend pre-construction meeting
  - Coordinate with Construction Management staff (County and/or other consultants) as needed.
  - Review and respond accordingly to all submittals as required by the contract specifications.
  - Make monthly field visits during the construction phase as needed along with County representatives.
  - Site visits at the various stages of construction
  - Observe the work in progress and quality of executed work and to determine if such work is proceeding in accordance with the contract documents.
  - When the project is completed, the Engineer will conduct a final inspection along with County representatives, Construction Manager, and the Contractor.
- Deliverable
- Provide one set of as-built record drawings and electronic drawing files of the installed design.

## **ATTACHMENT D**

**Not Applicable**

# ATTACHMENT E

## FEE SCHEDULE (Final Cost Proposal)

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an “X” in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
<input checked="" type="checkbox"/>	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the State as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables.
<input type="checkbox"/>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
<input type="checkbox"/>	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and profit. The State may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
<input type="checkbox"/>	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p><input type="checkbox"/> A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. This option does not apply to Indefinite Deliverable Contracts.)</p> <p><input type="checkbox"/> B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

## **ATTACHMENT E – FEE SCHEDULE**

Final Cost Proposal (FCP) Supporting Basis of Payment

\* The **MAXIMUM AMOUNT PAYABLE** is \$1,099,536.73

The maximum amount payable is based on the following data and calculations:

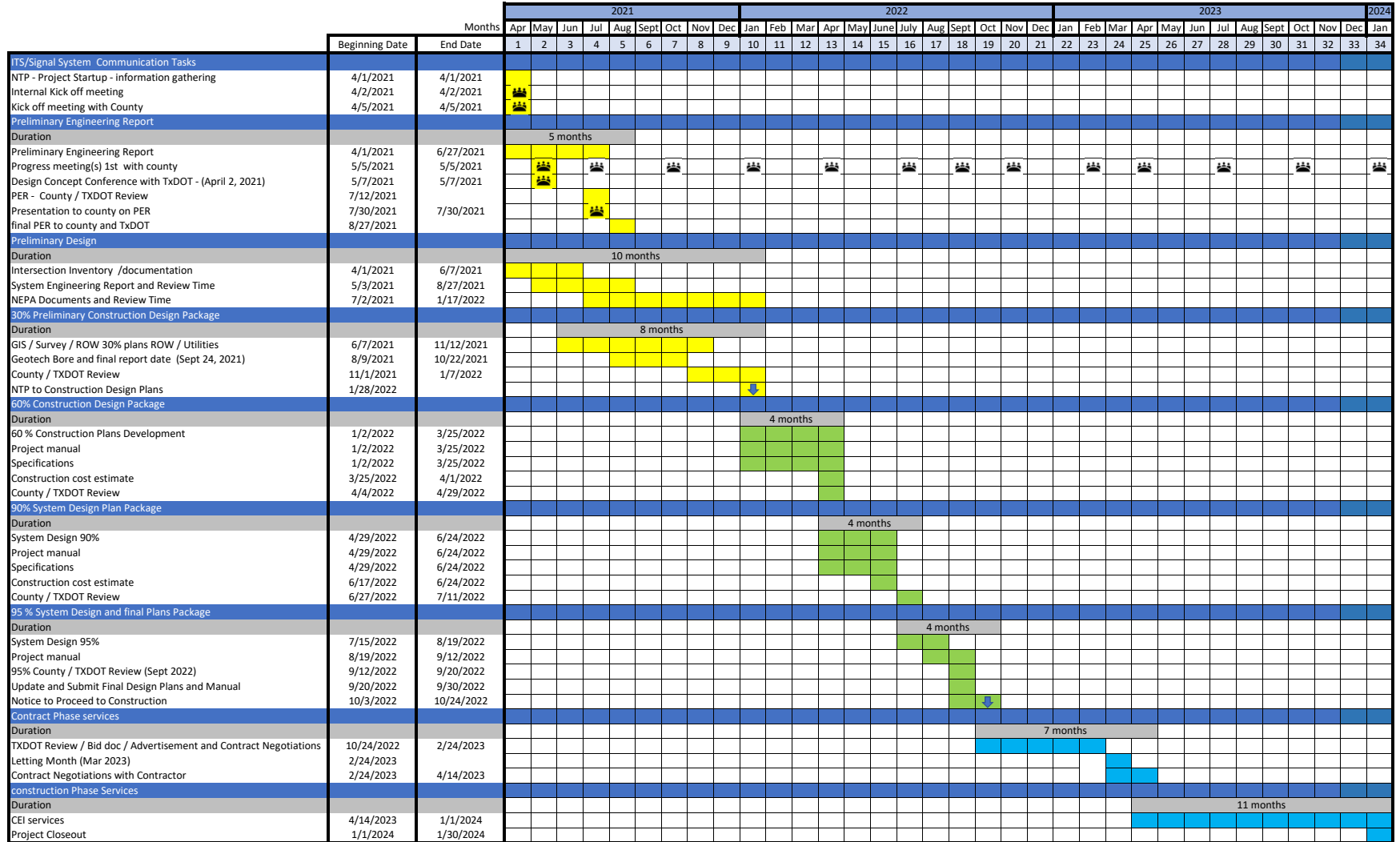
\* The maximum amount payable must be based on the contract scope. The work authorization fee schedules will be derived from this attachment.



Prime Provider: Highway: CSJ:		SUBTOTALS	Prime	Sub 1	Sub 2	Sub 3	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub (Survey)	Sub (Geotech)
FC 102 (110.5) - Geotechnical	Total Labor Cost (Lump Sum)	\$ -	\$ -	\$ -									\$0.00
	Total Labor Cost (Specified Rate)	\$ 33,557.40	\$ -	\$ -									\$33,557.40
	Total Labor Cost (Unit Cost)	\$ 131,314.04	\$ 3,240.64	\$ 0.00									\$128,073.40
	Other Direct Expenses	\$ -	\$ -	\$ -									\$0.00
FC 120 (120) - NEPA / Social	Total Labor Cost (Unit Cost)	\$ 234,721.14	\$ 15,572.78	\$ 2,698.00	\$ 216,450.36								
	Other Direct Expenses	\$ 15,373.60	\$ -	\$ -	\$15,373.60								
FC 130 (130) ROW / Utility	Total Labor Cost (Lump Sum)	\$ -	\$ -	\$ -									
	Total Labor Cost (Specified Rate)	\$ -	\$ -	\$ -									
	Total Labor Cost (Unit Cost)	\$ 7,793.04	\$ 7,793.04	\$ -									
	Other Direct Expenses	\$ -	\$ -	\$ -									
FC 145 (164) - Project Manage	Total Labor Cost (Unit Cost)	\$ 143,306.16	\$127,634.16	\$15,672.00									
	Other Direct Expenses	\$ -	\$ -	\$ -									
	Total Labor Cost (Lump Sum)	\$ -	\$ -	\$ -									
FC 160 (150) - Survey	Total Labor Cost (Specified Rate)	\$ -	\$ -	\$ -									
	Total Labor Cost (Unit Cost)	\$ 3,508.84	\$3,320.84	\$188.00									
	Other Direct Expenses	\$ 21,745.00	\$21,745.00	\$ -									
FC 160 (165) - Design	Total Labor Cost (Unit Cost)	\$ 427,883.33	\$268,209.04	\$69,664.00								\$90,010.29	
	Other Direct Expenses	\$ 11,555.00		\$517.50								\$11,037.50	
	Total Labor Cost (CPFF)	\$ 68,779.18	\$ 59,359.18	\$9,420.00									
FC 309 (309) Construction Phase Services	Fixed Fee	\$ -	\$ -	\$ -									
	Other Direct Expense	\$ -											
Grand Totals (HUB%)		\$ 1,099,536.73	\$ 506,874.68	\$ 98,159.50	\$ 231,823.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,047.79	\$ 161,630.80

# **ATTACHMENT F**

## **Work Schedule**

## Fort Bend ITS /Signal System Communication Project Time Line



 = Meeting  
 = NTP

# **ATTACHMENT G**

## **Computer Graphics Files for Document and Information Exchange**



## Attachment H Instructions

<b>Federally Funded Contracts</b>
<p><b>Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"> <li>◆ This provision is applicable to federally funded contracts with assigned DBE goals.</li> <li>◆ The appropriate forms for this provision are Exhibits H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract.</li> <li>◆ Note: if the contract requires work authorizations, a completed Exhibit H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.</li> <li>◆ Exhibit H-3 must be submitted monthly to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.</li> <li>◆ Exhibit H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li> </ul>
<p><b>Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"> <li>◆ This provision is applicable to federally funded contracts with no DBE goal assigned.</li> <li>◆ If no subcontractors will be used, the appropriate forms for this provision are Exhibits H-3 and H-5. A copy of each form is required in the contract.</li> <li>◆ Note: If subcontractors are used, the required forms would be Exhibits H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract.</li> <li>◆ Exhibit H-3 must be submitted monthly to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.</li> <li>◆ Exhibit H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li> </ul>
<p><b>Exhibit H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.</b></p> <ul style="list-style-type: none"> <li>◆ Required for all federally funded contracts.</li> <li>◆ This form is required monthly and must be submitted to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.</li> <li>◆ This form must be submitted with each invoice to the appropriate agency contact for payment.</li> </ul>
<p><b>Exhibit H-5, Federal Subprovider and Supplier Information</b> Required for all federally funded contracts.</p>

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

- 1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.
- 2) **POLICY.** It is the policy of the DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
  - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
  - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
  - c. When submitting the contract for execution by the Department, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the Department. Exhibit H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
  - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Department; or such other remedy or remedies as the Department deems appropriate.
- 3) **DEFINITIONS.**
  - a. "Department" means the Texas Department of Transportation (TxDOT).
  - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
  - c. "Provider" is any individual or company that provides professional or technical services.
  - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.
  - e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Department in accordance with 49 CFR Part 26.
  - f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
  - g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

- 4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this contract is 15% of the contract amount.
- 5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Department.
- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
  - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
  - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
  - (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
  - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
  - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
  - (9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
  - (10) If the Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.
- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the department that the originally designated DBE was not able or willing to perform.
- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Exhibit H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Department. The Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

- e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

- a. The Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Department's DBE program.
- c. The Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at:  
[http://www.dot.state.tx.us/services/business\\_opportunity\\_programs/tucp\\_dbe\\_directory.htm](http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm) .
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Department.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Exhibit H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.

- c. All such records must be retained for a period of seven (7) years following final payment or until any investigation, audit, examination, or other review undertaken during the seven (7) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT.
  - d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the DBE payments. The Final Report is to be sent to the Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Exhibit H-3), submitted to the Department's Business Opportunity Programs Office by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Department. The Monthly Progress Assessment Report (Exhibit H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Department if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Department; or such other remedy or remedies as the Department deems appropriate.

12/06  
DBE-FED.ATT

## EXHIBIT H-1

### Texas Department of Transportation Subprovider Monitoring System Commitment Worksheet

Contract #: 20-075 Assigned Goal: 15 % Federally Funded ☒ State Funded ☐

Prime Provider: Serge Design Solutions Total Contract Amount: \$1,099,536.78

Prime Provider Info: DBE ☐ HUB ☐ Both ☐

Vendor ID #: 62-0525827 DBE/HUB Expiration Date: N/A

(First 11 Digits Only)

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Traffic Engineering inc.	Traffic Engineering	74-1689137	N/A		9%
Blanton	Environmental	74-2845838	N/A		21%
Geotest	Geotech	17420489209	D - 06/30/2021 H - 06/30/2021		14.7%
KUO Associates	Survey	76-0138670	D - 10/31/2021 H - 11/30/2022		9.2 %
Subprovider(s) Contract or % of Work * Totals					

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$ \$262,678.59

Total DBE or HUB Commitment Percentages of Contract 23.9 %

(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

## EXHIBIT H-2

### Texas Department of Transportation Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.**

Contract #: 70-075 Assigned Goal: 15 % Prime Provider: Barge Design Solutions

Work Authorization (WA) #: 21-Eng-10  
0057 WA Amount: \$1,099,536.70 Date: 03/15/2021

Supplemental Work Authorization (SWA) #: N/A to WA #: N/A SWA Amount: N/A

Revised WA Amount: N/A

Description of Work (List by category of work or task description. Attach additional pages, if necessary.)	Dollar Amount (For each category of work or task description shown.)
Environmental studies & Public Involvement	\$ 231,823.96
<b>Total Commitment Amount (Including all additional pages.)</b>	<b>\$ 231,823.96</b>

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<b>Provider Name:</b> <u>Barge Design Solutions</u> <b>Address:</b> <u>1500 Citywest Boulevard, Suite 600,</u> <u>Houston TX 77042</u> <b>Phone # &amp; Fax #:</b> <u>713-204-7858</u> <b>Email:</b> <u>Steve.Bushong@bargedesign.com</u>	<b>Name:</b> _____ (Please Print) <b>Title:</b> _____ _____ <b>Signature</b> <b>Date</b>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <u>Blanton &amp; Associates, inc</u> <b>VID Number:</b> <u>74- 2845838</u> <b>Address:</b> <u>9595 Six Pines Drive, Suite 8210,</u> <u>The Woodlands, Texas 77380</u> <b>Phone # &amp; Fax #:</b> <u>919.637.0103</u> <b>Email:</b> <u>callie.barnes@blantonassociates.com</u>	<b>Name:</b> _____ (Please Print) <b>Title:</b> _____ _____ <b>Signature</b> <b>Date</b>
<b>Second Tier Sub Provider:</b> _____ <b>Subprovider Name:</b> _____ <b>VID Number:</b> _____ <b>Address:</b> _____ <b>Phone # &amp; Fax #:</b> _____ <b>Email:</b> _____	<b>Name:</b> _____ (Please Print) <b>Title:</b> _____ _____ <b>Signature</b> <b>Date</b>

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).



## EXHIBIT H-2

### Texas Department of Transportation Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:** \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.

Contract #: 70-075 Assigned Goal: 15 % Prime Provider: Barge Design Solutions

Work Authorization (WA) #: 21-Eng-10  
0557 WA Amount: \$1,099,536.70 Date: 03/15/2021

Supplemental Work Authorization (SWA) #: N/A to WA #: N/A SWA Amount: N/A

Revised WA Amount: N/A

Description of Work (List by category of work or task description. Attach additional pages, if necessary.)	Dollar Amount (For each category of work or task description shown.)
Traffic engineering, Inventory, Public involvement.	\$ 98,159.50
Total Commitment Amount (Including all additional pages.)	\$ 98,159.50

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Barge Design Solutions

Address: 1500 Citywest Boulevard, Suite 600,  
Houston TX 77042

Phone # & Fax #: 713-204-7858

Email: Steve.Bushong@bargedesign.com

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

DBE/HUB Sub Provider

Subprovider Name: Traffic Engineering Inc

VID Number: 74-1689137

Address: 801 Congress Street, Suite 325  
Houston, Texas 77002

Phone # & Fax #: 281.606.0288

Email: brade@trafficengineers.com

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Second Tier Sub Provider: \_\_\_\_\_

Subprovider Name: \_\_\_\_\_

VID Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # & Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).



## EXHIBIT H-2

### Texas Department of Transportation Subprovider Monitoring System Commitment Agreement

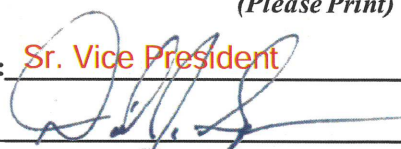
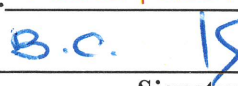
This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:** \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.

Contract #: 70-075 Assigned Goal: 15 % Prime Provider: Barge Design Solutions

Work Authorization (WA) #: 21-Eng-10  
0557 WA Amount: \$1,099,536.78 Date: 03/15/2021

Supplemental Work Authorization (SWA) #: N/A to WA #: N/A SWA Amount: N/A

Revised WA Amount: N/A

Description of Work (List by category of work or task description. Attach additional pages, if necessary.)	Dollar Amount (For each category of work or task description shown.)
Geotech boring and investigation	\$ 161,630.80
<b>Total Commitment Amount</b> (Including all additional pages.)	<b>\$ 161,630.80</b>
<b>IMPORTANT:</b> The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.	
<b>Provider Name:</b> <u>Barge Design Solutions</u> <b>Address:</b> <u>1500 Citywest Boulevard, Suite 600,</u> <u>Houston TX 77042</u> <b>Phone # &amp; Fax #:</b> <u>713-204-7858</u> <b>Email:</b> <u>Steve.Bushong@bargedesign.com</u>	<b>Name:</b> <u>Daniel J. Spann PE*, PTOE</u> (Please Print) <b>Title:</b> <u>Sr. Vice President</u>  Signature Date <u>3/15/2021</u>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <u>Geotest Engineering, Inc.</u> <b>VID Number:</b> <u>17420489209</u> <b>Address:</b> <u>5600 Bintliff Dr, Houston, TX 77036</u> <b>Phone # &amp; Fax #:</b> <u>713-266-0588- Ext. 215</u> <b>Email:</b> <u>mballagere@geotesteng.com</u>	<b>Name:</b> <u>Mohan Ballagere, P.E</u> (Please Print) <b>Title:</b> <u>Partner   Vice President</u>  Signature Date <u>3/15/2021</u>
<b>Second Tier Sub Provider:</b> _____ <b>Subprovider Name:</b> _____ <b>VID Number:</b> _____ <b>Address:</b> _____ <b>Phone # &amp; Fax #:</b> _____ <b>Email:</b> _____	<b>Name:</b> _____ (Please Print) <b>Title:</b> _____ _____ Signature Date
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or the Federal Employee Identification Number (if incorporated).	

## EXHIBIT H-2

### Texas Department of Transportation Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:** \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.

Contract #: 70-075 Assigned Goal: 15 % Prime Provider: Barge Design Solutions



Work Authorization (WA) #: 21-Eng-10 0557 WA Amount: \$1,099,536.78 Date: 03/15/2021

Supplemental Work Authorization (SWA) #: N/A to WA #: N/A SWA Amount: N/A

Revised WA Amount: N/A

Description of Work (List by category of work or task description. Attach additional pages, if necessary.)	Dollar Amount (For each category of work or task description shown.)
Survey - Topographic	\$ 72,416.32
Survey - Boundary	\$ 28,631.48
<b>Total Commitment Amount (Including all additional pages.)</b>	<b>\$ 101,047.79</b>

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<b>Provider Name:</b> <u>Barge Design Solutions</u> <b>Address:</b> <u>1500 Citywest Boulevard, Suite 600,</u> <u>Houston TX 77042</u> <b>Phone # &amp; Fax #:</b> <u>713-204-7858</u> <b>Email:</b> <u>Steve.Bushong@bargedesign.com</u>	<b>Name:</b> <u>Daniel J. Spann PE*, PTOE</u> (Please Print) <b>Title:</b> <u>Vice President</u>  3/15/2021 Signature Date
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <u>Kuo &amp; Associates, Inc.</u> <b>VID Number:</b> <u>76-0138670</u> <b>Address:</b> <u>10300 Westoffice Drive, Suite 800</u> <u>Houston, TX 77042</u> <b>Phone # &amp; Fax #:</b> <u>713-975-8769</u> <b>Email:</b> <u>steven.weng@kuoassociates.com</u>	<b>Name:</b> <u>Ren Chyun Steven Weng, PE, RPLS</u> (Please Print) <b>Title:</b> <u>Vice President</u>  3-15-2021 Signature Date
<b>Second Tier Sub Provider:</b> <u>N/A</u> <b>Subprovider Name:</b> _____ <b>VID Number:</b> _____ <b>Address:</b> _____ <b>Phone # &amp; Fax #:</b> _____ <b>Email:</b> _____	<b>Name:</b> <u>N/A</u> (Please Print) <b>Title:</b> _____ _____ Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

### EXHIBIT H-3

**Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.) \_\_\_\_/\_\_\_\_**

Contract #: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_ Approved Supplemental Agreements: \_\_\_\_\_  
Prime Provider: \_\_\_\_\_ Total Contract Amount: \_\_\_\_\_  
Work Authorization No. \_\_\_\_\_ Work Authorization Amount: \_\_\_\_\_

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

**1 Copy with Invoice - Contract Manager/Managing Office**

**1 Copy – TxDOT, BOP Office, 125 E. 11th, Austin, TX 78701, 512-486-5500, toll free 866-480-2518, or Fax to 512-486-5519**

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

\_\_\_\_\_  
Print Name - Company Official/DBE Liaison Officer  
\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature  
\_\_\_\_\_

\_\_\_\_\_  
Phone  
\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date  
\_\_\_\_\_

12/06 DBE-H3.ATT

## EXHIBIT H-4

### Texas Department of Transportation Subprovider Monitoring System Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: \_\_\_\_\_%

OR

HUB Goal: \_\_\_\_\_%

Total Contract Amount: \$\_\_\_\_\_

Total Contract Amount: \$\_\_\_\_\_

Contract Number: \_\_\_\_\_

Vendor ID #	Subprovider	Total \$ Amt Paid to Date
TOTAL		_____

This is to certify that \_\_\_\_\_% of the work was completed by the HUB or DBE subproviders as stated above.

By: \_\_\_\_\_  
Prime Provider

\_\_\_\_\_  
Per: Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

# EXHIBIT H-5

## Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

[illegible]

The information must be provided and returned with the contract.

Signature

Date \_\_\_\_\_

---

Printed Name

Email

---

Phone #



Contract/Requisition Number: \_\_\_\_\_ Date of Award: \_\_\_\_\_ Object Code: \_\_\_\_\_  
(mm/dd/yyyy) (Agency Use Only)

Contractor (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

### ***Report HUB and Non-HUB subcontractor information***

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

HSP-PAR Rev. 9/05

# 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.**

Barge Design Solutions  
Houston, TX United States

**Certificate Number:**  
2021-727123

**Date Filed:**  
03/15/2021

**Date Acknowledged:**  
03/23/2021

**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

**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.**

20-075  
Wireless Communication System for Traffic Signals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**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)