

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH

WHEREAS, the FBGPTRA proposes to design the Northbound and Southbound main lanes of the Fort Bend Grand Parkway Toll Road (SH 99) between approximately FM 1464 and W. Airport Blvd. (Project Number 126-1011), in Fort Bend County, Texas, (the "Project");

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

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

AGREEMENT

1. General

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

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

2. Compensation and Payment

- a. The Maximum Compensation under this Agreement is \$82,159. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as a lump sum amount not to exceed \$82,159, as shown in Attachment B.

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

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

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

- c. Where subcontractors are employed by the Engineer to perform pre-approved and pre-authorized Additional Services, the Engineer will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates. Reimbursement to the subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the FBGPTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the FBGPTRA based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the FBGPTRA two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for any Additional Services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the FBGPTRA). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to Fort Bend County (the "County") employees established by the Fort Bend County Auditor (the "Auditor"). The FBGPTRA shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement, and forward same to the Auditor. The County shall pay each such invoice as approved by the FBGPTRA within thirty (30) calendar days after the FBGPTRA's approval of same.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed. The Engineer will maintain the delivery schedule to be provided by the FBGPTRA.

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

4. The FBGPTRA's Option to Terminate

- a. The FBGPTRA has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice the "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the FBGPTRA shall compensate the Engineer in accordance with Section 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the FBGPTRA. The Engineer's final invoice for said services will be presented to and paid by the FBGPTRA in the same manner set forth in Section 2(d), above.
- b. Termination of this Agreement and payment as described in subsection (a) of this section shall extinguish all rights, duties, obligations, and liabilities of the FBGPTRA and the Engineer under this Agreement, and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Sections 5, 6, and 14 of this Agreement shall survive the termination of this Agreement.
- c. If the FBGPTRA terminates this Agreement as provided in this section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The FBGPTRA's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions, and privileges otherwise available under law or equity to the FBGPTRA by virtue of this Agreement or otherwise. Failure of the FBGPTRA to exercise any of its said rights, actions, options, or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions, or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the FBGPTRA within 30 days of the Termination Date or upon Engineer's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

The Engineer will permit the FBGPTRA, or any duly authorized agent of the FBGPTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project. FBGPTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

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

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

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

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBGPTRA, to perform the Scope of Services when and as required and without delays. It is understood that the FBGPTRA will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the FBGPTRA's approval prior to the implementation of such changes. For the purpose of this Agreement, key Engineer personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the FBGPTRA, is incompetent, or, by his conduct, becomes

detrimental to the Project, shall, upon request of the FBGPTRA, immediately be removed from association with the Project.

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

8. Items to be furnished to Engineer by the FBGPTRA

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

- a. Copies of preliminary studies by others.
- b. Assistance in coordination with all utility companies.
- c. Assistance in coordination with all public and governmental entities.

9. Subletting

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

10. Conference

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

11. Appearance as Witness

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

12. Compliance with Laws

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

13. Insurance

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

14. Indemnification

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

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBGPTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, TO THE EXTENT BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE FBGPTRA OR STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBGPTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBGPTRA and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

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

Dispute Resolution

Except as expressly provided in Section 4. Option to Terminate, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the FBGPTRA and the Engineer agree to submit the dispute to mediation. In the event

the FBGPTRA or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the Construction Industry procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the FBGPTRA and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

15. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBGPTRA under this Agreement, shall be delivered to the Fort Bend Grand Parkway Toll Road Authority, 1950 Lockwood Bypass, Richmond, Texas 77469, Attention: Mike Stone, or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Halff Associates, Inc., 14800 St. Mary's Lane, Houston, Texas, 77079-2943, Attention: Steve Gbur, PE or such other place or places as the Engineer may designate by written notice delivered to the FBGPTRA.

16. Reports of Accidents, Etc.

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

17. The FBGPTRA's Acts

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

18. Limitations

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

19. Captions Not a Part Hereof

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

20. Controlling Law, Venue

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

21. Successors and Assigns

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

22. Appendices

The Appendices attached to this Agreement, which consists of:

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

23. Statutory Terms Applicable To State Political Subdivisions

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

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

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

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 18th day of August, 2021.

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

By: Bobbie Tallas
Name: Bobbie Tallas
Title: Vice Chairman

Halff Associates, Inc.
ENGINEER

By: James P. Miller
Name: James P. Miller, PE
Title: Team Leader

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

**ATTACHMENT A
SCOPE OF SERVICES
(PRELIMINARY DESIGN)**

**SERVICES TO BE PROVIDED BY THE
ENGINEER**

The work to be performed by the Engineer shall consist of providing preliminary engineering services for development of one (1) design schematic for FBGPTRA review and to determine the direction forward for the proposed project design. These services may include, but are not limited to, data collection, preparing a sketch-level schematic as a planning document, developing typical sections, cost estimates, traffic control sequence, and overall project coordination with survey, geotechnical and environmental analysis consultants working for FBGPTRA for the following project:

**FORT BEND GRAND PARKWAY TOLL ROAD
SH 99 SEGMENT D
NORTHBOUND AND SOUTHBOUND MAIN LANES BETWEEN FM 1464 AND W AIRPORT
FBGPTRA Project No. 126-1011**

The project generally consisting of the construction of a 6-lane controlled access facility with a new interchange at Owens Road and ramp capacity upgrades at FM 1464.

The Engineer shall prepare a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the design schematic. The Engineer shall present the work schedule to FBGPTRA for review and acceptance. The Engineer shall submit a written progress report to FBGPTRA monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for the month, and the estimated work to be accomplished for the coming month. The progress report must include a bar chart diagram to indicate the percentage complete of each task shown on the previous report and the percentage complete of each task. The Engineer is required to meet with the designated FBGPTRA project manager on a monthly basis for progress tracking purposes unless prior agreement is made with FBGPTRA not to hold a meeting in any given month. The Engineer shall submit minutes of the meeting, summarizing the events of the meeting within seven calendar days after each meeting.

The Engineer shall prepare all work in accordance with the latest version of applicable FBGPTRA, and TxDOT 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 FBGPTRA approved manuals. When design criteria are not identified in TxDOT manuals, the Engineer shall notify FBGPTRA and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street, (latest Edition)*.

TASKS DESCRIPTIONS AND FUNCTION CODES

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

Service to Be Provided By the Engineer (Pertains to Schematic Design)**FUNCTION CODE 102(110) – Feasibility Studies****110.1 ROUTE AND DESIGN STUDIES**

The Engineer shall prepare a sketch-level 6-lane roadway schematic layout to include projected traffic volumes (by others), existing and proposed typical section, and shall generally use the existing corridor alignment for horizontal geometry centerline. The Engineer shall furnish Microsoft Office and MicroStation V8i-Geopak computer generated media containing the roadway schematic layout to FBGPTRA. All supporting attachments and exhibits must accompany the schematic layout. All MicroStation and Geopak computer generated files containing the roadway design schematic must be compatible with the software used by FBGPTRA.

The Engineer shall review and evaluate existing and twenty-year projected traffic data that is provided for use in the preparation of the schematic design layout. The data must be utilized in accordance with the requirements for schematic development and consistent with the policies of FBGPTRA and TxDOT.

An itemization of the schematic design and Engineering work activity to be performed under this contract is detailed below. The Engineer shall prepare all designs in accordance with the latest version of: TxDOT Roadway Design Manual, TxDOT Project Development Process Manual, AASHTO Policy on Geometric Design of Highways and Streets, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT Traffic Operations Manual on Highway Operations, Texas Manual on Uniform Traffic Control (TMUTCD), and Highway Capacity Manual - Transportation Research Board.

The design schematic horizontal layout must adhere to a design scale of 1 in. = 100 ft. (or 1 in. = 200 ft. as directed by FBGPTRA.) The Engineer shall develop the schematic layout, exhibits, and attachments in English units. All Microsoft Office and MicroStation V8i - Geopak computer graphic files furnished to FBGPTRA must be submitted in electronic format by means of a CD, DVD, or USB media that will be acceptable to FBGPTRA. Conceptual schematics must also follow the CADD standards used by FBGPTRA and the Engineer shall submit it as an original document, accompanied with an original MicroStation V8i formatted graphics file.

110.2 DATA COLLECTION AND FIELD RECONNAISSANCE

The Engineer shall collect, review and evaluate data described below. The Engineer shall notify FBGPTRA in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from FBGPTRA and TxDOT, including “as-built plans”, existing schematics, right-of-way maps, existing cross sections, existing planimetric mapping, existing traffic counts, and current unit bid price information.
2. Traffic projections provided by BGE

110.3 CONCEPTUAL SCHEMATICS (SKETCH-LEVEL ROLL PLOT)

The Engineer shall develop one (1) sketch-level schematic for a 6-lane divided facility in MicroStation format to evaluate the needs for the proposed project design. The schematic will be used as a basis for further project development in the design phase. Roadway profile, horizontal geometry, preliminary bridge design, drainage determinations, environmental data, subsurface utility engineering and ROW information are not included in the basic schematic layout as directed by the client.

For developing the intersection and ramp layout for Owens Road, the Engineer shall review and analyze traffic data and projections provided by FBGPTRA, existing/proposed roadway features and traffic operations. The Engineer shall analyze turning movements for the design vehicle for the Owens Road intersection.

The concept drawing must contain the following design elements:

Plan View

- General location of the SH 99 Mainlane pavement (no alignment data)
- Pavement edges and curb lines for all roadway improvements
- Typical sections of existing and proposed roadways
- Owens Road (proposed boulevard section) and connection ramps
- Ramp improvements for FM 1464
- Proposed structure locations
- Existing property lines (from as-built plans and surveys)
- Existing and projected traffic volumes (provided by FBGPTRA/BGE)
- Lane lines, shoulder lines, and direction of traffic flow arrows indicating the number of lanes on all roadways
- Cross drainage structures

Profile View

- Not required for this project phase

110.4 TYPICAL SECTIONS (4-LANE AND 6-LANE)

The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits. Typical sections will be prepared for a 4-lane facility and for a 6-lane facility.

110.5 PRELIMINARY COST ESTIMATES (4-LANE, 6-LANE AND OWENS ROAD)

The Engineer shall develop a preliminary construction cost estimate based on the Average Low Bid Unit Price list for TxDOT construction projects. The estimate will be for the roadway and bridge features shown on the sketch-level schematic for both a 4-lane facility and a 6-lane facility for planning purposes. A separate construction cost estimate will be prepared for the Owens Road ramp improvements.

110.6 TRAFFIC PHASING SEQUENCE (SECTIONS ONLY)

The Engineer shall develop a series of typical sections to show the proposed traffic phasing sequence for handling traffic during the proposed project construction. Provide a written narrative of the construction sequencing. The Engineer shall show existing and proposed roadway, ramps, travel lanes, shoulders, direction of traffic, traffic control devices and dimensions.

Schematic Design Project Deliverable

In conjunction with the performance of the foregoing services, the Engineer shall provide the following draft and final documents and associated electronic files as applicable. The number of deliverable items will be determined by FBGPTRA.

1. Draft and final copies of the Conceptual Schematic plan on roll plot
2. Draft and final copies of the Traffic Phasing Sequence typical sections
3. QC/QA review comments for schematic
4. Preliminary Cost Estimates
5. Electronic files for all deliverables shall be furnished on a flash drive

FC 145 – Project Management and Administration (Preliminary Engineering-FC 110-150) and FC 164 – Project Management and Administration (PS&E-FC 160-170)

145.1 CONTRACT MANAGEMENT AND ADMINISTRATION

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

Project Management and Coordination. The Engineer shall coordinate their subconsultant activity to include quality of and consistency of plans, administration of the invoices and monthly progress reports. The Engineer shall coordinate with FBGPTRA on a monthly basis or as needed throughout the contract. Agency and stakeholder coordination will be performed by FBGPTRA.

The Engineer shall:

- A. Prepare invoices and monthly written progress reports.
- B. Develop and maintain a project schedule to track project performance.
- C. Meet on a scheduled basis with FBGPTRA to review project progress.
- D. Prepare, distribute, and file both written and electronic correspondence.
- E. Prepare and distribute meeting minutes.
- F. Provide peer review for each deliverable. Internal mark-ups will be provided to FBGPTRA, if requested.

ANTICIPATED SCHEDULE

- NTP: **July 27, 2021**
- Kick-Off Meeting: **August 2, 2021**
- Traffic Phasing Sequence typical sections (Draft): **August 20, 2021**
- Traffic Phasing Sequence typical sections (Final): **September 3, 2021**
- Conceptual Schematic plan (Draft) & Preliminary Typical Sections (4 & 6 Lane): **September 24, 2021**
- Conceptual Schematic plan (Final) and Typical Sections (4 & 6 Lane): **October 8, 2021**
- Preliminary Cost Estimates (4 & 6 Lane): **October 8, 2021**
- Final Submittal (Flash Drive): **October 8, 2021**

PRIME PROVIDER: Halff Associates, Inc.

FBGPTRA Project No. 126-1011

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	\$ STR EN
FEASIBILITY STUDIES - FC 102 (110)			
ROUTE & DESIGN STUDIES			
HALFF	18	68	
PGAL	18	45	
HOURS SUB-TOTALS	36	113	
CONTRACT RATE PER HOUR	\$285.00	\$230.00	\$
TOTAL LABOR COSTS	\$10,260	\$25,990	
% DISTRIBUTION OF STAFFING	9.0%	28.2%	
SUBTOTAL - FC 102 (110)			

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	\$ STR EN
PROJECT MANAGEMENT AND ADMINISTRATION - FC 145			
CONTRACT MANAGEMENT AND ADMINISTRATION			
HALFF	20	22	
PGAL	7	5	
HOURS SUB-TOTALS	27	27	
CONTRACT RATE PER HOUR	\$285.00	\$230.00	\$
TOTAL LABOR COSTS	\$7,695	\$6,210	
% DISTRIBUTION OF STAFFING	43.5%	43.5%	
SUBTOTAL - FC 145			

DESCRIPTION	SENIOR PROJECT ENGINEER	SENIOR ENGINEER	\$ STR EN
FEASIBILITY STUDIES - FC 102 (110)	36	113	
PROJECT MANAGEMENT AND ADMINISTRATION - FC 145	27	27	
TOTAL LABOR & EXPENSES	63	140	
	14%	30%	

AS PER ORIGINAL

OTHER DIRECT EXPENSES	UNIT	RATE	
Mileage	mile	\$0.580	
Toll Charges	each	\$4.00	
Courier Services	each	\$40.00	
Photocopies B/W (11" X 17")	each	\$0.20	
Photocopies B/W (8 1/2" X 11")	Each	\$0.10	
Photocopies Color (11" X 17")	each	\$1.25	
Photocopies Color (8 1/2" X 11")	each	\$0.75	
Plots (B/W on Bond)	per sq. ft.	\$2.00	
Plots (Color on Bond)	per sq. ft.	\$2.50	
Plots (Color on Photographic Paper)	per sq. ft.	\$4.30	
Presentation Boards 30" X 40" Color Mounted	each	\$150.00	
Report Printing	each	\$50.00	
Report Binding and tabbing	each	\$10.00	
Reproduction of CD/DVD	each	\$5.00	
CDs	each	\$2.25	
SUBTOTAL DIRECT EXPENSES			\$

AS PER ORIGINAL

Attachment C

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

- a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - \$2,000,000 general aggregate limit
 - \$1,000,000 each occurrence, combined single limit
 - \$2,000,000 aggregate Products, combined single limit
 - \$1,000,000 aggregate Personal Injury/Advertising Liability
 - \$50,000 Fire Legal Liability
 - \$5,000 Premises Medical
- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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.**

Half Associates, Inc.
Richardson, TX United States

Certificate Number:
2021-778022

Date Filed:
07/13/2021

Date Acknowledged:
08/18/2021

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

Fort Bend Grand Parkway Toll Road Authority

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

Project 126-1011
Fort Bend Grand Parkway Toll Road (SH 99) between approximately FM 1464 and West Airport Blvd. in Fort Bend County, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baker, Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Miller, Steve	Austin, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Pylant, Ben	Fort Worth, TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.**

Halff Associates, Inc.
Richardson, TX United States

Certificate Number:
2021-778022

Date Filed:
07/13/2021

Date Acknowledged:
08/18/2021

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

Fort Bend Grand Parkway Toll Road Authority

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Project 126-1011
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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)