

## **ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Fort Bend County Toll Road Authority, a Texas Local Government corporation organized and operating under the laws of the State of Texas, hereinafter called the "FBCTRA" and KCI TECHNOLOGIES INC. hereinafter called "Engineer."

### **WITNESSETH**

WHEREAS, the FBCTRA proposes to prepare preliminary engineering and alignment study for the extension of the Fort Bend Parkway Toll Road, Segment C (Project 101-1030), from FM 2759 to SH 36, in Fort Bend County, Texas, (the "Project");

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

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

### **AGREEMENT**

#### **1. General**

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

The standard of care for all professional engineering or surveying 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 \$2,784,256.00. The amount paid under this Agreement may not exceed the Maximum Compensation without an approved supplemental agreement.

Compensation for the performance of services within the Scope of Services described in Attachment A will be paid as hourly (time and expenses) not to exceed \$2,784,256.00, as shown in Attachment B. Progress payments for work detailed in Attachment A will be made when the Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion.

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

- b. All performance of the Scope of Services and any services outside the Scope of Services ("Additional Services"), including changes in the contractual scope of work and revision of work performed, will be performed only when approved in advance and authorized by the FBCTRA, and Additional Services will be reimbursed based on the billing rates in effect at that time, to the extent that such labor costs and subcontracts are reasonable and necessary for the performance of such services. Out-of-pocket expense costs shall be reimbursed only when approved in advance and authorized by the FBCTRA. Payment will be made (i) on the basis of project progress to be billed monthly and, for Additional Services, (ii) on the basis of time and expense records, and in accordance with those payment procedures set forth in subsection d. below. Billing rates will be inclusive of all direct labor, fringe benefits, general overhead, and profit.
- c. Where subcontractors are employed by the Engineer to perform pre-approved and pre-authorized Additional Services, the Engineer will be reimbursed for subcontractors' actual salaries and hourly rates. Reimbursement to the subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Engineer. For subcontractors employed for the convenience of the FBCTRA, the Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.
- d. It is understood and agreed that monthly payments will be made to the Engineer by the FBGPTRA based on the following procedures: On or before the first Monday of each month during the performance of services hereunder and on or before the first Monday of the month following completion of all services hereunder, the Engineer shall submit to the FBGPTRA one (1) copy of invoice 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 from the first Monday of the month 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 FBCTRA.

This Agreement will terminate upon the Engineer's completion of the Scope of Services in accordance with the professional standards set forth in this Agreement.

4. The FBCTRA's Option to Terminate

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

Date or upon Engineer's receipt of fees due and payable at the Termination Date, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

Upon written notice (including email), the Engineer will permit the FBCTRA, or any duly authorized agent of the FBCTRA, to inspect and examine the books and records of the Engineer for the purpose of verifying the amount of work performed on the Project at reasonable times during normal business hours. FBCTRA's right to inspect survives the termination of this Agreement for a period of four years.

6. Ownership and Reuse of Documents

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

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

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

7. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the FBCTRA, to perform the Scope of Services when and as required and without



delays. It is understood that the FBCTRA will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the FBCTRA's approval prior to the implementation of such changes. For the purpose of this Agreement, key Engineer personnel are defined as: Project Manager. Services described in this Agreement shall be performed under the direction of an engineer and a surveyor licensed to practice professional engineering and surveying in the State of Texas.

- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the FBCTRA, is incompetent, or, by his conduct, becomes detrimental to the Project, shall, upon request of the FBCTRA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the FBCTRA

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

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

9. Subletting

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

10. Conference

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

11. Appearance as Witness

If requested by the FBCTRA, or on its behalf, the Engineer shall prepare such engineering and/or surveying exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the FBCTRA and shall furnish competent expert engineering and/or surveying 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 FBCTRA with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

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

14. Indemnification

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

- a. **ENGINEER WILL INDEMNIFY AND HOLD HARMLESS THE FBCTRA, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, TO THE EXTENT 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 FBCTRA OR STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE FBCTRA AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**
- b. In the event that both the FBCTRA and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

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

15. Dispute Resolution

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

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the FBCTRA under this Agreement, shall be delivered to the Fort Bend County Toll Road Authority, 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 KCI TECHNOLOGIES, INC., 11550 IH 10 West, Suite 395 San Antonio, TX 78230, Attention: Garland Galm, P.E., or such other place or places as the Engineer may designate by written notice delivered to the FBCTRA.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such

accident or other event to the FBCTRA, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the FBCTRA a copy of any summons, subpoena, notice, other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The FBCTRA's Acts

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

19. Limitations

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

20. Captions Not a Part Hereof

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

21. Controlling Law, Venue

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

22. Successors and Assigns

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



23. Statutory Terms Applicable To State Political Subdivisions

- e. Engineer certifies and agrees that it (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code; (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code; (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as such term is defined in 2274.001(3), Texas Government Code; and (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.
- f. 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- g. 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.

24. 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

[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 19th day of December 2022 .

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

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

KCI TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: Garland Galm, P.E.  
Title: Vice President

**EFFECTIVE DATE**

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

DATE OF COMMISSIONERS COURT APPROVAL:

AGENDA ITEM NO.: \_\_\_\_\_

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 19th day of December 2022 .

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KCI TECHNOLOGIES, INC.

By: MCA  
Name: Garland Galm, P.E.  
Title: Vice President

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DATE OF COMMISSIONERS COURT APPROVAL:

AGENDA ITEM NO.: \_\_\_\_\_

Fort Bend Parkway Toll Road Extension Segment C

FM 2759 to SH 36

KCI Technologies, Inc.

December 15, 2022

## Attachment A

### Services Provided by the Engineer

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE ENGINEER**  
**Brazos River Crossing Alignment Study, Corridor and Alignment Studies**

**Highway:** Fort Bend Parkway  
**Limits:** FM 2759 to SH 36 Segment C

**GENERAL PROJECT DESCRIPTION**

The FBCTRA is planning to extend the Fort Bend Parkway Toll Road from FM 2759 to SH 36, approximately 16-miles in Fort Bend County. The proposed work will include multiple phases of Transportation planning, environmental and engineering work.

- *Phase 1 – Brazos River Crossing Alignment Study (Segment B-4)*
- *Phase 2 – Corridor Studies*
- *Phase 3 - Alignment Studies*
- *Phase 4 – Schematic Design*

This initial contract including the proposed scope of work, corresponding level-of-effort and fee proposal is for Phases 1 through Phase 3 work tasks. Phase 4 will be negotiated later as a supplemental agreement or separate engineering contracts.

The Engineer shall complete the services according to the milestone work schedule established in the contract.

**PROJECT MANAGEMENT**

The Engineer shall submit a written progress report to the FBCTRA monthly indicating the actual work accomplished during the month, scheduled work to be accomplished for that month, and the estimated work to be accomplished for the coming month. The Engineer is required to meet with the designated FBCTRA project manager monthly for progress tracking purposes unless prior agreement is made with the FBCTRA 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 a project work schedule. The work schedule must incorporate an allocation of time for stage reviews of the developing the deliverables by FBCTRA personnel. The Engineer shall present the work schedule to the FBCTRA personnel for review and acceptance and aid in interpreting the proposed work schedule.

Project Management and Coordination - the Engineer shall provide management of all projects activities and work. This task shall involve project coordination and administration; preparation of monthly progress reports, invoices, and billings; meetings and coordination activities; preparation of meeting minutes; Quality Assurance and Quality Control (QA and QC); and other project management activities.



- The Engineer shall direct and coordinate the various elements and activities associated with conducting the Corridor and Alignment Studies.
- The Engineer shall prepare the detailed graphic Project Work Schedule using Microsoft Project indicating tasks, critical dates, milestones, deliverables and FBCTRA review requirements. The Project Work Schedule will depict the order of the various tasks, milestones, and deliverables. The Engineer shall review and provide comments on its elements of the schedule to the FBCTRA. The Engineer shall update the work schedule each month, as necessary, to reflect the current status of the project activities.
- The Engineer shall submit written monthly Progress Reports to the FBCTRA.
- The Engineer shall prepare subcontracts for subconsultants, direct and monitor subconsultants activities, and review subconsultant work and invoices.
- The Engineer shall provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the FBCTRA procedures.
- The Engineer shall coordinate with adjacent Engineer (LJA) who is preparing schematic designs of the Fort Bend Parkway from Sienna Ranch Road to FM 2759

### **PRE-NEPA (EARLY PLANNING)**

Funding for ROW acquisition, utility relocation and construction activities is not identified at this time. FBCTRA may consider utilizing Federal funding sources should when they become available. To that end, the work performed during Phase 2 – Corridor Studies and Phase 3 – Alignment Studies will be conducted in a manner to minimize significant rework and project delays by generally following the NEPA process for alternatives development, evaluations and decision making. We will conduct agency coordination efforts and limited (no more than 25) stakeholder meetings. All Pre-NEPA early planning activities will be thoroughly documented to ensure that TxDOT and other agencies can be included in the early decision process should Federal funding be secured for this project. Specific work tasks associated with Pre NEPA activities include:

- Development of Draft Purpose and Need
- Define the Logical Termini
- Document Draft Corridor and Alignment Evaluation and Screening Methodology and criteria
- Document Decision process leading to the selection of the Recommended Corridor Alternative
- Document all communication and coordination activities with local, State and Federal resource agencies
- Document all coordination activities with affected critical Stakeholders

Preliminary Mitigation opportunities will be discussed and documented in Phase 2 and 3. Mitigation alternatives will be identified during the Schematic phase and permitting requirements will be secured during the PS&E development. This approach to project alternative decision making will limit the amount of rework should Federal funding be sought.

### **1.0 Phase 1 Brazos River Crossing Alignment Study**

Work performed during this phase will focus on identifying preliminary alignments (3-max) to extend the existing Fort Bend Parkway from Sienna Ranch Road, across the Brazos River and terminate approximately at FM 2759. This work will be closely coordinated with Segment B-4 Engineers who are responsible for preparing the schematic design documents for this segment of the Fort Bend Parkway. Since local funding is expected to be utilized for this segment of the Fort Bend Parkway, we will not conduct Pre NEPA activities for this segment. The deliverables of this work will consist alternative alignment development and evaluations. At conclusion of this Phase of work, the KCI team will deliver DGN files of each alternative (horizontal & vertical) that were developed in Open Roads Designer. The specific work tasks performed will be:

- Establish Project Study Area
- Project Kickoff Meeting
- Coordination of Environmental Constraints Data Gathering
- Agency Coordination
  - Levee District
  - Fort Bend Drainage District
- Develop design criteria
- Develop Preliminary Alignments (3 max)
- Evaluate Preliminary Alignments
- Present to FBCTRA for approval

## **2.0 Phase 2 CORRIDOR STUDIES**

- Data Collection - The Engineer shall contact the appropriate agencies and organizations to obtain available data to be used in Corridor development and evaluations. The Engineer shall compile available data and review it for applicability to this study. We will review all available information, including, agreements and permits, as-builts, "go-by" plans, geotechnical data, hydraulic reports, flood studies, surveys, latest LiDAR, waters of the US, natural resources, community facilities (residential subdivision, cemeteries, churches, schools), parks, utility information, ROW, and parcel information (including property owner names), planned TxDOT projects, aerial photography, future development maps and interested agencies and potential stakeholders.
- Study Area - The study team will develop a proposed study area that ties into the proposed Fort Bend Parkway at FM 2759 and extends approximately 16-miles west to SH 36. The study area will be large enough to be able to develop two to three 1-mile-wide corridors.
- Project Kickoff Meeting - Conduct project kickoff meeting with FBCTRA
- Environmental Data Gathering - These investigations will provide baseline information across the entire area and will be documented into a single study report that provides details for moving forward with a single project alignment. Investigations will include:
  - Desktop based analysis for waters of the U.S., including but not limited to wetlands, streams, and other tributaries

- Desktop based analysis for federal and state-listed threatened and endangered species and their critical habitats.
- Desktop based Community Resources including existing and planned residential and commercial, schools, churches, cemeteries, and parks
- Desktop based LEP/EJ Properties
- Desktop based Cultural Resources (Archaeological and Historic)
- Desktop based known hazardous material sites
- Desktop based ROW Ownership and Parcels
- Prepare Environmental Constraints Map using previously collected constraints data.
- Preliminary Traffic Analysis (Level of Mobility) for the purpose of providing the FBCTRA an estimate of opening day (assumption) and twenty-year traffic volumes anticipated to utilize the Fort Bend Parkway. It is also assumed that only one alignment will be used in the HGAC TDM that will represent all reasonable alternative alignments. The limits of the traffic forecasting will include the Fort Bend Parkway Segments B-4 and all of Segment C.
  - Existing Studies - Review existing traffic and land use development studies that are relevant to the Project Study Area/Travelshed and incorporate them into the analysis.
  - Land Use Analysis - Collect information about current land use, and planned land use/redevelopment, including major commercial, industrial and residential developments. Coordinate with HGAC to update information about proposed developments in the area. Coordinate with Fort Bend Independent School District and major land-use developments that have the potential to significantly impact the travel demand or traffic operations in the study area with the approval of FBCTRA. Develop a memo to document all land-use changes compared with the 2020 consensus forecast, which was used in the HGAC's travel demand model. Provide a summary that can be used by the HGAC to update the travel demand model land use data and reflect the development forecasts. Travel demand modeling will be conducted by the HGAC/Jacobs, and outputs will be provided to Jacobs. Jacobs will adjust raw model results following the HGAC's direction if needed.
  - Traffic Analysis – Identify a list of study intersections in the area in coordination with FBCTRA and the project team. Develop existing and projected years traffic volumes on the regional network and at the study intersections using adjusted HGAC travel demand model results. Review truck routes and truck traffic and safety in the area.
- Develop Alternative Corridors (approximately 3) – Each corridor will be approximately one mile wide. Corridors will be developed attempting to minimize impacts to human and natural resources while meeting the established purpose and need for the project. It is anticipated that corridors will avoid to the extent possible impacts to human and natural resources.

- **Drainage Considerations** - Gather and review key information relevant to the project, which may include record drawings, hydrologic and hydraulic models or studies, and GIS data. One site visit is included to document current drainage patterns and existing drainage infrastructure and features. The site visit will be documented in a Field Observation Report that will be submitted with the final report. Evaluate drainage considerations for up to three (3) one-mile-wide corridors within the study area. Drainage considerations could include impacts to floodplain/floodway, number of expected roadway crossings, general drainage patterns, and other potential drainage-related impacts and costs to the proposed roadway. Develop narrative, tables, and graphics that summarize the assumptions, analysis, and findings from the drainage analysis completed during the corridor study. Prepare a brief drainage technical memorandum that includes the narrative, tables, and graphics.
- **Evaluate Alternative Corridors** – Each corridor will be evaluated using the criteria developed during the Pre NEPA Early Planning Phase and may include criteria such as mobility, meeting the purpose and need, safety, connectivity to other transportation facilities, impacts to community and natural resources and potential mitigation options.
- The results of the Corridor Study evaluation will be presented to FBCTRA for review and comment
- Revise Alternative Corridors to reflect comments from FBCTRA.
- **Agency Coordination/Stakeholder Meetings (25 mtgs)** – The team will conduct agency coordination activities and stakeholder meetings per guidance and approval of the FBCTRA. Each coordination activity and meeting will be thoroughly documented. Prior to each meeting, the Engineer shall coordinate and develop a draft meeting notice, reminder, sign-in sheets, meeting agenda. Final meeting notes shall also be compiled within a week.
- Prepare DRAFT and FINAL Alternative Corridor Study Report
- Select a recommended corridor, subject to the approval of FBCTRA

### **3.0 PHASE 3 Alignment Studies**

Based on the information gathered in PHASE 2 and the criteria developed in the Alternatives Screening Methodology, the Engineer shall develop two to three alignment (baseline) alternatives that satisfy the Need and Purpose of the corridor. The Engineer shall prepare exhibits including typical sections, horizontal alignment, and vertical alignments (grade separations, interchanges, and stream crossings). The conceptual level designs of each alternative will consist of a 500-foot ROW and illustrate the centerline (baseline) alignment, pavement edges, ROW lines, bridges, major drainage features (culverts, outfalls), existing topographic features on an aerial background. Survey data including existing DTM files will be collected from the most available HGAC LIDAR data, USGS contours and other available sources. Each conceptual design (500-foot ROW) will be within the previously selected



Preferred one-mile-wide Corridor alternative. Specific tasks conducted during Phase 3 Alignment Studies will include:

- Drone Flight of Preferred Corridor
- Update Environmental Constraints Map
- Develop Preliminary Alignments (approximately 3)
- Prepare Conceptual Designs of Preliminary Alignments
  - Horizontal & Limited Vertical Alignment
  - 
  - Earthwork & Misc Quantities
  - Prepare planning level construction, ROW and Utility relocation cost estimates for the Conceptual Alternatives.
- Alignment Study Drainage Analysis - Further evaluate drainage considerations for up to three (3) 500-foot-wide alignments within the preferred corridor. Drainage considerations could include:
  - Floodplain/floodway impacts
  - Number of expected roadway crossings
  - General drainage patterns, and other potential drainage-related impacts and costs to the proposed roadway.
  - Estimate the volume of floodplain fill mitigation required for each alignment per applicable FBCDD criteria based on preliminary roadway alignment, profile, and typical section.
  - Calculate preliminary hydraulic structure sizes for each alignment using an approved FBCDD methodology. Identify structure type and summarize potential impacts to the roadway design based on existing drainage patterns, estimated structure size, or other applicable drainage criteria.
  - Estimate detention volume required for each alignment per applicable FBCDD criteria based on preliminary roadway information provided by KCI. Identify potential locations for detention basins based on estimated volume needed, outfall assumptions, and general feasibility for utilizing a specific area for detention.
  - Develop narrative, tables, and graphics that summarize the assumptions, analysis, and findings from drainage analysis completed during the alignment study. Prepare a short technical memorandum that includes the narrative, tables, and graphics.



- Evaluate Preliminary Alignments using Alternatives Screening Methodology
- Present to FBCTRA
- Revise Preliminary Alignment and Conceptual Designs
- Agency Coordination/Stakeholder Meetings (25 mtgs) – The team will conduct agency coordination activities and stakeholder meetings per guidance and approval of the FBCTRA. Each coordination activity and meeting will be thoroughly documented. Prior to each meeting, the Engineer shall coordinate and develop a draft meeting notice, reminder, sign-in sheets, meeting agenda. Final meeting notes shall also be compiled.
- Prepare DRAFT and FINAL Alternative Alignment Study Report
- Select a recommended alignment, subject to the approval of FBCTRA



## Fort Bend Parkway Drainage Support Services Halff Scope of Work

### **Introduction**

The Fort Bend County Toll Road Authority (FBCTRA) is planning to extend the Fort Bend Parkway from Sienna Parkway across the Brazos River to SH 36 farther west within Fort Bend County. The overall Fort Bend Parkway extension involves two separate but related projects:

- 1) Construction of a new Brazos River bridge to extend the parkway to FM 2759 (Segment B-4).
- 2) Construction of a new roadway from FM 2759 to SH 36 (Segment C).

LJA Engineering, Inc. (LJA) is the prime consultant working on the Brazos River bridge segment, with Freese & Nichols (FNI) providing drainage support. KCI Technologies, Inc. (KCI) is the prime consultant for the western segment connecting FM 2759 and SH 36, with Halff Associates (Halff) providing drainage support services for this western segment. The KCI project limits extend from FM 2759 to SH 36 for a length of approximately 19 miles, but the exact starting and ending locations as well as the final alignment has yet to be determined.

KCI was initially authorized to complete a corridor study and alignment study to identify a preferred roadway alignment before starting schematic phase design. Halff's drainage support services include data collection and review, evaluation of drainage considerations, estimation of floodplain fill mitigation and detention volumes, preliminary sizing of hydraulic structures, and preparation of narrative and graphics summarizing the drainage analysis and recommendations. It is Halff's understanding that once the corridor and alignment studies are completed, a proposal for a more detailed drainage impact study to be completed during the schematic design phase will be prepared and submitted to KCI.

### **Assumptions**

This drainage analysis scope of work is based on the following assumptions:

1. The drainage analysis will be based on the most current LiDAR dataset and supplemented with survey data where available.
2. The drainage analysis will be based on the most current Fort Bend County Drainage District (FBCDD) criteria and guidance manuals.
3. Based on initial coordination with LJA and FNI, Halff is responsible for the evaluation of floodplain fill mitigation and detention within the study area outside of the Brazos River floodplain. FNI is responsible for this evaluation within the Brazos River floodplain, although some coordination is anticipated between FNI and Halff from a drainage perspective since a portion of the KCI segment lies within the Brazos River floodplain.
4. The drainage analysis will be based on Atlas 14 rainfall. The specific storm events to be analyzed will be confirmed during an initial coordination meeting with FBCDD.



HALFF ASSOCIATES, INC.

14800 ST. MARY'S LANE, STE. 160  
HOUSTON, TX 77079-2943

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FAX: 281-310-5259

WWW.HALFF.COM

5. Currently, the drainage analysis is being performed in accordance with FBCDD criteria and guidelines assuming deliverables will be reviewed and approved by FBCDD. If in the future, TxDOT becomes involved with the project and the drainage analysis or drainage documentation must meet TxDOT criteria and guidelines, then this scope of work and corresponding fee may need to be adjusted accordingly.
6. The drainage analysis is intended to be planning level and preliminary with the goal of supporting the identification of a preferred corridor and roadway alignment. No detailed hydrologic or hydraulic (H&H) modeling is included as part of this scope of work.
7. No adverse impact is the goal for all proposed improvements, although further confirmation of NAI would require additional analysis and more detailed modeling.
8. Halff intends to request the best available models from the FBCDD along with relevant drainage study models or reports. Halff assumes that this existing modeling will be provided to reference.
9. The final signed and sealed drainage memorandum will be submitted to the FBCDD for review and approval at the end of the alignment study phase.

**A. Project Management and Coordination**

**1) Coordination and Meetings**

- Before commencing the drainage study, Halff will meet with the FBCDD to discuss the analysis approach, analysis methodology, and submittal requirements for the drainage study. Regular status meetings are also proposed with KCI to discuss project status, coordinate on deliverables and schedule, resolve critical issues, and present Halff's intermediate findings from the drainage analysis. The following meetings are anticipated:
  - One (1) two-hour project kickoff meeting (2 Halff people attending)
  - Twenty-four (24) one-hour status meetings (2 Halff people attending)
  - Four (4) technical coordination meetings (2 Halff people attending)

**B. Corridor Study (Drainage)**

**1) Data Collection & Review**

- Gather and review key information relevant to the project, which may include record drawings, hydrologic and hydraulic models or studies, and GIS data. Summarize relevant collected information.
- One site visit is included to document current drainage patterns and existing drainage infrastructure and features. The site visit will be documented in a Field Observation Report that will be submitted with the final report.

**2) Corridor Study Drainage Considerations**

- Evaluate drainage considerations for up to three (3) one-mile-wide corridors within the study area. Drainage considerations could include floodplain/floodway statistics, number of expected roadway crossings, general drainage patterns, and other potential drainage-related impacts and costs to the proposed roadway.

- Perform internal QA/QC on the corridor study drainage considerations and prepare a final deliverables package to be submitted to KCI.
- 3) Corridor Study Drainage Documentation
- Develop narrative, tables, and graphics that summarize the assumptions, analysis, and findings from the Halff drainage analysis completed during the corridor study. Prepare a short technical memorandum that includes the narrative, tables, and graphics for submittal to and use by KCI.
  - Perform internal QA/QC on the corridor study drainage documentation and prepare a final deliverables package to be submitted to KCI.

**C. Alignment Study (Drainage)**

**1) Alignment Study Drainage Analysis**

- Further evaluate drainage considerations for up to three (3) 500-foot-wide alignments within the preferred corridor. Drainage considerations could include floodplain/floodway statistics, number of expected roadway crossings, general drainage patterns, and other potential drainage-related impacts and costs to the proposed roadway.
- Estimate the volume of floodplain fill mitigation required for each alignment per applicable FBCDD criteria based on preliminary roadway alignment, profile, and typical section information provided by KCI.
- Calculate preliminary hydraulic structure sizes for each alignment using an approved FBCDD methodology. Identify structure type and summarize potential impacts to the roadway design based on existing drainage patterns, estimated structure size, or other applicable drainage criteria.
- Estimate detention volume required for each alignment per applicable FBCDD criteria based on preliminary roadway information provided by KCI. Identify potential locations for detention basins based on estimated volume needed, outfall assumptions, and general feasibility for utilizing a specific area for detention.
- Perform internal QA/QC on the alignment study drainage analysis and prepare a final deliverables package to be submitted to KCI.

**2) Alignment Study Drainage Documentation**

- Develop narrative, tables, and graphics that summarize the assumptions, analysis, and findings from the Halff drainage analysis completed during the alignment study. Prepare a short technical memorandum that includes the narrative, tables, and graphics for submittal to and use by KCI.
- Perform internal QA/QC on the alignment study drainage documentation and prepare a final deliverables package to be submitted to KCI.



November 23, 2022

Mr. Glenn Graham, P.E.  
KCI Technologies, Inc.  
15021 Katy Freeway, Suite 200  
Houston, Texas 77094

**Re: Fort Bend County Toll Road Authority  
Extension from FM 2759 to State Highway 36  
Environmental Services Consulting Scope of Work**

Dear Mr. Graham:

BIO-WEST, Inc. (BIO-WEST) is pleased to provide the KCI Technologies, Inc. (KCI) and the Fort Bend County Toll Road Authority (FBCTRA) this proposal and scope of work to provide baseline environmental services for the proposed Fort Bend Parkway Extension from Farm-to-Market Road 2759 to State Highway 36 in Fort Bend County, Texas. The complete area of investigation (subject property) is approximately 38,300 acres and has been divided into three Corridor Study Areas and is shown below. The overall subject property outlined in orange and the Corridor Areas are separate by white lines.

**Project Site Exhibit**





## PROJECT APPROACH

BIO-WEST will act as the primary natural resources environmental consultant for the project which will have two phases:

Phase 1 – Constraints Mapping and Corridor Investigation

Phase 2 – Alignment Study

Phase 1 is designed to provide an overview of the entire subject property and document potential natural resources within the Corridor Areas. The end result being, that a selected corridor will become the chosen alignment area.

Phase 2 is designed to review the alignment area and determine potential project impacts.

### Constraints Mapping and Corridor Investigation

BIO-WEST will act as the primary natural resources environmental consultant for the project. Investigations will include: 1) desktop based analysis for waters of the U.S., including but not limited to wetlands, streams, and other tributaries; and 2) desktop based analysis for federal and state-listed threatened and endangered species and their critical habitats. These investigations will provide baseline information across the entire area and will be documented into a single study report that provides details for moving forward with a single project alignment.

### Alignment Study

Based on discussions with KCI and their team, BIO-WEST understands the goals of this project phase to be utilization of the baseline information to understand and estimate the potential impacts to natural resources and provide a detailed analysis that evaluates time, effort, and cost associated with potential field based investigations, Clean Water Act permitting, agency coordination, and potential mitigation requirements.

*This portion of work will include limited public road-based field investigations for further refinement of the desktop analysis.*

## Reporting

### Constraints Mapping and Corridor Investigation

BIO-WEST will prepare a single study report covering the entire subject property area broken down into the above listed corridors. The report will include background information, methodology, results, conclusions, and professional recommendations for moving forward with alignment selection. BIO-WEST will prepare GIS-based maps that document the locations, approximate sizes, and potential importance (jurisdictional/protected) of natural resources reviewed under this scope within the subject property review area. Additionally, BIO-WEST will provide all GIS based data collected and utilized for the constraints mapping and corridor investigation to KCI.

### Alignment Study

BIO-WEST will provide a single report documenting and estimating the potential impacts to natural resources and provide a detailed analysis that evaluates time, effort, and cost associated with potential field based investigations, Clean Water Act permitting, agency coordination, and potential mitigation requirements.

### ASSUMPTIONS

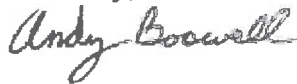
- The proposed subject property is represented accurately by the included Project Site Exhibit on page 1 of this scope of work.
- On-site, private property investigations are not included as part of this scope of work.
- Any preliminary agency coordination will take place via email, letter, or telephone.
- A formal waters of the U.S. delineation is not included as part of this scope of work.
- Individual species and/or their critical habitat investigations are not included as part of this scope of work.
- A maximum of 24 hours of field time, based on visual assessment of subject property from public roadways, has been included within this scope.
- BIO-WEST will attend meetings (in-person, web-based, etc) as requested throughout the course of the project

### ESTIMATED COSTS

The estimated costs to provide the aforementioned environmental consulting has been included in a separate fee sheet.

BIO-WEST greatly appreciates this opportunity to assist KCI and the Fort Bend Toll Road Authority with the Fort Bend Parkway Extension from FM 2759 to SH 36. Upon your review of this proposal contract documents will be submitted at your request. If you have any questions or comments, please call the BIO-WEST office at (832) 595-9064.

Sincerely,



Andy Boswell  
Senior Project Manager/Senior Ecologist  
BIO-WEST, Inc.

Fort Bend Parkway Toll Road Extension Segment C

FM 2759 to SH 36

KCI Technologies, Inc.

December 15, 2022

## Services Provided by FBCTRA

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

**Highway:** Fort Bend Parkway Segment C

**Limits:** FM 2759 to SH 36

### **The FBCTRA will provide the following:**

- a. Name, address and phone number of the FBCTRA's project manager.
- b. Any records available which would assist in the completion of the corridor/alignment and environmental services.
- c. Review of recommendations offered by the Engineer and approve or reject any or all work and final acceptance performed under this contract.
- d. Processing of all periodic payment requests submitted by Engineer.
- e. Submittal of documentation to regulatory agencies for review and comment when specified.
- f. All comments regarding the review of the environmental services completed.
- g. Assistance in the coordination and scheduling of site visits.
- h. Review and approve typical roadway sections created by the Engineer.
- i. Provide pavement design to be used for cost estimation purposes.
- j. Provide available planimetric mapping, aerial photography and Digital Terrain Model (DTM) for the corridor.
- k. Assist as necessary in obtaining the required data and information from other local, regional, state, and federal agencies.
- l. Provide the Engineer with timely reviews in accordance with Attachment C, "Work Schedule" and decisions necessary for the Engineer to maintain the project work schedule.
- m. Distribute corridor, alignment and environmental documents to the appropriate agencies and the public as needed.
- n. The FBCTRA will provide an estimate of the cost for any required ROW and associated improvements.

Fort Bend Parkway Toll Road Extension – Segment C

FM 2759 to SH 36

KCI Technologies, Inc.

December 15, 2022

## Project Schedule





Fort Bend Parkway Toll Road Extension

FM 2759 to SH 36

KCI Technologies, Inc.

December 15, 2022

Attachment B

Level of Effort

**Attachment B**

<b>Fort Bend Parkway Extension (FM 2759 to SH 36)</b>						
<b>Phase</b>	<b>KCI</b>	<b>Jacobs</b>	<b>Entech</b>	<b>HALFF</b>	<b>BioWest</b>	<b>Total</b>
Brazos River Crossing Alignment Study	\$23,154		\$218,651			\$241,805
Pre NEPA (early planning)	\$68,286	\$238,100				\$306,386
Corridor Study	\$427,006	\$162,700	\$77,901	\$59,700		\$727,306
Alignment Study	\$617,935	\$132,660	\$91,392	\$111,320	\$75,040	\$1,028,347
Project Management	\$301,337	\$68,400	\$42,656	\$14,620	\$23,640	\$450,653
Direct Expenses	<u>\$7,780</u>	<u>\$14,717</u>	<u>\$7,106</u>		<u>\$155</u>	<u>\$29,758</u>
<b>TOTAL=</b>	<b>\$1,445,498</b>	<b>\$616,577</b>	<b>\$437,706</b>	<b>\$185,640</b>	<b>\$98,835</b>	<b>\$2,784,256</b>

**KCI**

MAXIMUM RAW SALARY RATES	
JOB CLASSIFICATION	MAX CONTRACT BILLING RATE PER HOUR
Sr Project Manager	\$ 389.18
Project Manager	\$ 307.20
Manager	\$ 281.60
Quality Manager	\$ 307.20
Sr. Engineer	\$ 281.60
Project Engineer	\$ 208.00
Engineer In Training, II	\$ 128.00
Engineer In Training, I	\$ 115.20
Sr.CADD Technician	\$ 163.20
Admin/Clerical	\$ 96.00

**ENTECH**

MAXIMUM RAW SALARY RATES	
JOB CLASSIFICATION	MAX CONTRACT BILLING RATE PER HOUR
Project Manager	\$ 390.40
Deputy Project Manager	\$ 288.00
Quality Manager	\$ 288.00
Advisor	\$ 336.00
Sr. Engineer	\$ 240.00
Project Engineer	\$ 198.40
Engineer In Training, II	\$ 128.00
Engineer In Training, I	\$ 112.00
Senior Env Planner	\$ 262.40
Senior Bridge Engineer	\$ 288.00
Bridge Engineer	\$ 169.60
Senior Engr Tech	\$ 156.80
Engineering Tech	\$ 112.00
Admin/Clerical	\$ 97.60

**JACOBS**

MAXIMUM RAW SALARY RATES	
JOB CLASSIFICATION	MAX CONTRACT BILLING RATE PER HOUR
Project Manager Envi	\$ 350.00
Sr Env Planner/Scientist	\$ 300.00
Env Planner/Scientist III	\$ 235.00
Env Planner/Scientist II	\$ 175.00
Env Planner/Scientist I	\$ 135.00
Sr Public Involvement Specialist	\$ 235.00
Public Involvement Specialist	\$ 150.00
Senior Engineer	\$ 225.00
Engineer	\$ 155.00
Engineer-In-Training	\$ 125.00
Senior Transportation Planner	\$ 275.01
Transportation Planner	\$ 190.00
Project Controls	\$ 160.00

**HALFF ASSOCIATES, INC.**

MAXIMUM RAW SALARY RATES	
JOB CLASSIFICATION	MAX CONTRACT BILLING RATE PER HOUR
Principal	\$ 300.00
Senior Engineer	\$ 290.00
Project Manager	\$ 160.00
Project Engineer	\$ 130.00
EIT	\$ 120.00
Drainage Manager	\$ 240.00
Drainage Engineer	\$ 190.00
Drainage EIT	\$ 150.00
GIS/CADD Tech	\$ 105.00
Clerical	\$ 90.00

**BIOWEST**

MAXIMUM RAW SALARY RATES	
JOB CLASSIFICATION	MAX CONTRACT BILLING RATE PER HOUR
Principal	\$ 160.00
Senior Project Manager	\$ 155.00
Project Manager	\$ 145.00
GIS Specialist	\$ 105.00
Wildlife Biologist	\$ 120.00
Env Scientist II	\$ 110.00
Env Scientist I	\$ 95.00
Field Tech II	\$ 85.00
Field Tech I	\$ 75.00
Admin/Clerical	\$ 75.00

OTHER DIRECT EXPENSES	COST / UNIT	UNITS
Mileage	\$ 0.58	MILES
Photocopies B/W (11" X 17")	\$ 0.20	EACH
Photocopies B/W (8 1/2" X 11")	\$ 0.10	EACH
Photocopies Color (11" X 17")	\$ 1.00	EACH
Photocopies Color (8 1/2" X 11")	\$ 0.50	EACH
Plots (Color on Bond)	\$ 1.20	PER SQ FT
Report Binding and tabbing	\$ 5.00	EACH
Overnight Delivery (estimate-invoice at cost)	\$ 30.00	EACH
Haz-Mat Serach (\$425 per mile)	\$ 425.00	EACH
Postage (Public)	\$ 0.60	EACH
Postage (Certified Mail)	\$ 7.00	EACH
Noise Meter Rental Per Study	\$ 500.00	EACH
Unmanned (Drone) Vehicle Flights/Data		
Collection/Processing	\$ 250.00	EACH
Field Supplies	\$ 100.00	EACH

## ATTACHMENT C

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

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

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