

Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**

Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Five Hundred Eighty-Nine Thousand and 00/100 dollars (\$589,000.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

- (a) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
- (b) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Parks Director, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. Engineer shall submit invoices no more frequently than on a monthly basis. County 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 for processing. County shall pay each such approved invoice within thirty (30) calendar days.
- (c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.
- (d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Five Hundred Eighty-Nine Thousand and 00/100 dollars (\$589,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Five Hundred Eighty-Nine Thousand and 00/100 dollars

(\$589,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Eighty-Nine Thousand and 00/100 dollars (\$589,000.00).

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of any sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Engineer shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/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 in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(d) 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.

(e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date of this Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, HALL FURTHER PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING

FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Engineer, in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be

deemed solely as employees of Engineer. Engineer and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Engineer or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Engineer shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer's possession without the obligation of nondisclosure prior to the time of its disclosure

under this Agreement; or (c) is independently developed by employees or agents of Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Engineer shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Engineer shall advise County immediately in the event Engineer learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Engineer will promptly turn over to County all documents, papers, and other matters in Engineer's possession which embody Confidential Information.

Engineer acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Engineer acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer including any documents, data, notes, reports, research, graphic presentation materials, and any other related material (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County for a purpose other than that for which they were prepared under this Agreement.

18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
 - (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Engineer otherwise materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail (“Notice”). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
- (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) If County 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 Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so affected (the “Affected Party”) thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party’s obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other incapacities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer shall not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Parks and Recreation
 Attn: Director
 301 Jackson Street
 Richmond, Texas 77469

And

Fort Bend County, Texas
 Attn: County Judge
 401 Jackson Street, 1st Floor
 Richmond, Texas 77469

If to Engineer: **WSB, LLC**
 Attn: David Balmos, PE
 11700 Katy Fwy., Suite 300
 Houston, Texas 77079

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license

and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.

26. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County's Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer's Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer's Proposal to County's waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer's Proposal are hereby deleted.
30. **Indemnification by County. ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER'S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**
31. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
32. **Conflict.** In the event there is a conflict among the terms of this document entitled "Agreement for Professional Engineering Design Services" and the terms of

Engineer's Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.

33. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
34. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
35. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
36. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
37. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Engineer is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies

and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

(d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

38. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

39. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.

40. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

41. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

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[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

WSB, LLC

KP George, County Judge

David C. Balmos

Authorized Agent – Signature

Date

David C. Balmos

Authorized Agent- Printed Name

ATTEST:

Vice President

Title

Laura Richard, County Clerk

2/13/2026

Date

APPROVED:

Gwendolyn Climmons, Asst. Parks Director

Darren McCarthy, Director
Fort Bend County Parks and Recreation

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2026 agreements\parks\wsb llc (26-parks-100562)\agmt for professional master planning services (kcj - 2.10.2026)

EXHIBIT A

(Engineer's Proposal Follows Behind)



November 7, 2025

Commissioner Dexter McCoy
Fort Bend County – Precinct #4
1517 Eugene Heimann Circle, Suite #300,
Richmond, Texas 77469

Re: Mission West Park Planning and Design

Dear Mr. McCoy,

WSB is pleased to present this proposal to Fort Bend County for the Mission West Park project. Our project understanding, scope of work, and proposed fee is listed below.

I. PROJECT UNDERSTANDING

As discussed in our October 30, 2025 meeting, we recognize that meaningful community engagement will be essential to shaping a concept master plan that reflects the needs and aspirations of local residents. Our approach will integrate public input throughout the planning process to ensure the final design is inclusive, innovative, and community-driven. Two recently implemented elements at the park include a play area and splash pad which are not intended to be disturbed, but the rest of the site is available for a range of improvements, which may include: trails, picnic tables, seating, restrooms, shade structure(s), open lawn space for recreation, and/or other elements to be determined during planning and public engagement. While an exact budget has not yet been established, we understand that the county anticipates improvements may range between \$2M and \$3M. Completing and adopting a concept master plan in the spring of 2026 is desired to provide adequate time for final design and begin construction in the late summer of 2026.

II. SCOPE OF SERVICES

1. PROJECT MANAGEMENT AND KICKOFF MEETING

A. Project Management

- 1) WSB will provide coordination of and internal meetings with staff resources to deliver the project. This includes managing the scope of services, budget, and schedule to align with the professional services agreement.

B. Project startup meeting:

- 1) The general purpose of the startup meeting is to confirm key individuals, staff members, etc. who will be involved in the project or have information that will affect the project, and general review and discussion about the issues and concerns related to this project. We will also:
 - a. Develop and confirm a list of currently known program elements that should be considered for the project

- b. Discuss and define key stakeholder contacts or organizations within the community to contact for public engagement.
- c. Collect known opportunities or concerns from County staff about the site or the process.
- d. Site walk to review existing conditions and context.

2. PUBLIC ENGAGEMENT

A. Engagement with the public will include:

- 1) Our approach will build not only on best practices in park and recreation planning—grounded in wellness, equity, environment, and identity—but also on inclusive and data-informed engagement methods that will bring diverse voices together, visualize ideas collaboratively, and translate community input into actionable design direction.
- 2) To start, WSB will develop a Community Engagement Plan with clearly defined goals established at the outset of the project, along with a comprehensive list of key stakeholders in and around the park—including community members, neighborhood associations, local organizations, user groups, and partner agencies.
- 3) Building on this Plan, WSB will design engagement tactics that meet people where they are—through a mix of in-person and digital tools that are interactive, inclusive, and user-friendly, inspiring participation and guiding informed decision-making. These include:
 - a. Online Survey & Online Digital Engagement: A community-friendly survey and interactive tools—such as a comment map or idea wall using platforms like *Social Pinpoint* or *Public Input*—will gather input on park usage, amenities, safety, and accessibility. These will be promoted via QR codes on mailers, social media, and on the County website or a dedicated project website created and managed by WSB.
 - b. Open House #1: A community event to introduce the project, share early alternative concepts, and collect input on current use, access, safety, and desired amenities through interactive stations and storyboards.
 - c. Open House #2: A second in-person event near the end of the planning process to present the preliminary concept master plan and gather feedback on priorities and refinements.
 - d. Engagement Summary Report: A final report will document all outreach activities, summarize community input, and highlight how feedback shaped the concept master plan.

3. CONCEPT MASTER PLANNING

A. Alternative Concept Plans

- 1) Based on the feedback received from the online survey, inputs from key stakeholders at the project initiation meeting and input from the client, WSB will develop up to three (3) alternative concept plans. These plans are intended to be diagrammatic to explore different spatial relationships of various program elements desired by the public. The plans will include photos or sketches as examples to convey ideas at a high level to gauge the public's interest in different ways the site could be developed.

B. Preliminary Concept Master Plan

- 1) Based on the ongoing community input received via digital engagement tools, open House Meeting #1 and county staff input, WSB will take the most desired elements and combine into a single preliminary concept master plan. This plan will be developed with more detail and will include 3d renderings to convey the general look and fit of the proposed improvements. A cost estimate will be developed along with recommended phasing if the desired improvements exceed the anticipated budget range.

C. Final Concept Master Plan

- 1) Based on additional County review, feedback from Open House Meeting #2 and input from ongoing digital engagement, WSB will make final refinement to develop the final concept master plan and estimate. The final deliverable will include an illustrative plan graphic with accompanying 3d renderings.

4. TOPOGRAPHIC AND BOUNDARY SURVEY (OPTIONAL)

A. Service will include:

- 1) WSB will collect field data and prepare full topographic base mapping and boundary map necessary to develop construction documents for this project.

5. FINAL DESIGN AND BIDDING (DRAFT – TO BE DEFINED FURTHER AFTER CONCEPT MASTER PLAN IS APPROVED BY COUNTY)

A. Construction Plans and Specifications (30%, 60%, 90%, 100% Design):

- 1) WSB will prepare final construction documents for the improvements based on the design development drawings WSB submitted and as approved by the County for inclusion in this project. The 100% bid documents shall include plans, details, and specifications in detail for the County to pursue competitive bids for the construction of the improvements. Specific scope of work for this task will include:
 - 2) Construction Plans
 - a. Title Sheet
 - b. Site Removals Plan
 - c. Site Layout Plan
 - d. Site Grading Plan
 - i. Erosion Control and SWPPP Plans as necessary.
 - ii. Onsite soils are assumed to be free of hazardous materials.
 - iii. Spot elevations for key finished grade elements.
 - iv. ADA grading design of trails, sidewalks and other site facilities as appropriate for this project.
 - e. Site Restoration Plan
 - f. Storm Sewer and Drainage Plans and Details
 - i. Analysis and design of the stormwater drainage and conveyance system consistent with storm water management requirements.
 - ii. Developing a drainage plan for the splash pad area including sizing additional storm structures as required based on LA site design.

- iii. BMP design as required to meet local permit requirements for the disturbed area.
- g. Utility Plan and Details
- h. Electrical Plan and Details
- i. Miscellaneous Site Construction Details
- 3) Prepare Specifications including incorporation of County's standard front end and design technical sections.
- 4) Prepare 60%, 90%, and 100% Cost Estimates.
- 5) Permits (to be determined after concept master plan is adopted)

B. Bidding

- 1) It is understood that the project will be bid as one single package. WSB will provide services for bidding associated to this project including the following:
 - a. Advertisement for bids.
 - b. Coordinate online plan set availability to Contractors.
 - c. Field questions from prospective bidders.
 - d. Issue addenda as necessary.
 - e. Attend the bid opening.
 - f. Prepare tabulation of bids.
 - g. Prepare letter of recommendation for contract award.

C. Deliverables

- 1) One complete paper and digital set of design development materials, construction drawings, specifications, and final estimate of probable construction costs at 60%, 90% completion and 100% final completion.
- 2) Addenda during bidding.
- 3) Bid tabulation.
- 4) Letter of recommendation to award contract.

D. Meetings

- 1) Two Construction Document and Cost Estimate review meetings (60% and 90%).

6. CONSTRUCTION ADMINISTRATION SERVICES (DRAFT – TO BE REFINED FURTHER AFTER CONCEPT MASTER PLAN IS APPROVED BY COUNTY)

A. Services proposed include:

- 1) Preconstruction meeting
- 2) Weekly Construction Progress Review meetings
- 3) Construction communications and helpline services
- 4) Construction Inspections:
 - a. Full time construction inspections for utilities and pavement
 - b. Partial inspections for other improvements
- 5) Review submittals
- 6) Construction staking
- 7) Compaction and material testing
- 8) Respond to contractor RFIs and provide supplementary instructions
- 9) Review contractor payment applications and provide recommendations to County

- 10) Review proposal requests, facilitate change orders
- 11) Substantial completion review and punchlist
- 12) Final review
- 13) Contract closeout
- 14) Prepare as-built / record drawings

III. ASSUMPTIONS

Consultant has based the scope of work and fee upon the following assumptions. We understand that the Owner will be responsible for:

1. Full program coordination with one individual representing the Owner's interests.
2. Providing legal counsel, advice and services available to the Consultant during the term of this Agreement on any or all matters related to the project such as, but not limited to, title opinions, interpretations of agreements, covenants and laws affecting the project, advice and assistance in processing applications, review and preparation of project agreement documents, participation in presentations to public agency staff and boards and general counsel on the legal implications of all substantive or procedural aspects of the project itself.
3. Coordinating all meetings with County staff, associations, and public involvement in the project.
4. Permit fees and expenses involved in federal, state agency or local permitting, plan review, etc. for the Project.

IV. EXCLUSIONS

1. The following items are excluded from this Agreement; however, Consultant can provide these professional services for additional compensation by amendment to this Agreement.
 - A. Providing all hazardous waste engineering, archeological services, and ecological design services required for the project.
 - B. Providing irrigation design, specifications and bidding.

V. ADDITIONAL SERVICES

Additional services may be added upon approval by both Owner and Consultant via amendment to this Agreement.

VI. PROPOSED FEES, SCHEDULE AND ACCEPTANCE

1. The Scope of Services described in paragraphs II.1, II.2 and II.3 (Project Management, Public Engagement and Concept Master Planning) will be provided for a lump sum fee of **\$95,000**. The following table provides an overview of fees that are broken into the main categories of work.

Task Description	Fee
1. Project Management, Kickoff Mtg, Site Visits	\$ 25,000
2. Public Engagement Process	\$ 35,000
3. Concept Master Planning	\$ 35,000
Total Fee	\$ 95,000

2. The Scope of Services described in paragraphs II.4 (Topo & Boundary Survey - Optional) will be provided for a lump sum fee of **\$44,000**.
3. The Scope of Services described in paragraphs II.5 through II.6 (Final Design/Bidding and Construction Administration) and corresponding fees will be determined after the concept master plan is approved and the specific improvements that will be designed and constructed are identified. This could vary depending on which specialty design disciplines will be required and to what extent. For the purpose of contracting, please use a total cost of **\$450,000** for this phase. We will address the detailed scope and fee upon completion of the master planning phase.
4. The total contract value will total **\$589,000**.

VII. SCHEDULE

Concept and Masterplan will be prepared in the winter of 2025-2026. Final drawings, construction documents and bidding will occur in the summer of 2026, for construction to begin in the late summer/early fall of 2026.

ACCEPTANCE

This letter represents our entire understanding of the project scope. If Fort Bend County is in agreement, the necessary contract documents can be provided and signed. WSB will start work upon receipt of a signed contract.

Sincerely,

WSB



David Balmos, PE
Vice President