

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and IDC, (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County proposes to initiate preliminary planning activities for park and ride facilities in the Westpark, SH 90A, and FM 521 corridors located in Fort Bend County, Texas, as part of County's Public Transportation Programs, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

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

AGREEMENT

SECTION I
SCOPE OF AGREEMENT

- 1.01 Engineer shall render professional services to County related to the Project as described in each executed Work Authorization, a sample of which is attached as Attachment C.
- 1.02 Engineer shall use best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.
- 1.03 Engineer shall use best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform County whenever defects and deficiencies in the completed service are observed, or when

any observed actions or omissions are undertaken by Engineer which are not in the best interest of County and the Project.

- 1.04 At the reasonable request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County at an agreed upon time by County and Engineer.
- 1.05 All work provided under this agreement shall conform to and be in the format required for capital projects funded by federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, The Federal Highways Administration, The Environmental Protection Agency and The Texas Department of Transportation are applicable to these projects. Other federal and local funding sources may impose additional and/or differing requirements.

SECTION II THE ENGINEER'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XV, County shall pay to Engineer an amount not to exceed one million six hundred and thirty-four thousand five hundred and fifty-six and no/100 dollars (\$1,634,556) including all reimbursable expenses.
- 2.02 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to the agreed upon milestones of completion, as determined by County and Engineer in their good faith and reasonable judgment.
- 2.03 Engineer shall not provide any services under this Agreement until authorized by County in writing.
- 2.04 Engineer shall submit invoices to County as detailed in Section 2.05 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice. In the event that the County Project Manager fails to submit either an approval or denial within fifteen business (15) days after the invoice is submitted, the Project Manager shall be deemed to have approved of the payment of the invoice and such invoice shall be paid by the County in the same manner as an approved invoice.
- 2.05 Engineer shall submit to County invoices detailing the amounts due for services performed during the previous month. Invoices shall be set forth separately for work on each park and ride facility identified under this Agreement. Invoices shall be accompanied by a progress report indicating the percent complete for milestones identified for each park and ride facility. The progress report shall describe the tasks performed for each facility. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. County will exercise reasonableness in contesting any billing or portion thereof. The County shall follow the procedures herein for contesting any issues with invoices or billing.

SECTION III
TIME OF PERFORMANCE

- 3.01 This Agreement shall become effective upon execution of the last party and shall terminate on or before five years from the date of execution by the last party.
- 3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.
- 3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

SECTION IV
TERMINATION

- 4.01 Either party may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the other party.
- 4.02 Upon receipt of termination notice issued by County or Engineer, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 4.03 Within thirty (30) days after receipt of notice of termination issued by County or Engineer, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall, within thirty (30) days, pay Engineer that proportion of the services actually performed under this Agreement, less such payments on account of charges as have been previously made.
- 4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.
- 4.06 Either party may terminate this Agreement for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) business days of written notice and diligently complete the correction thereafter.

SECTION V
OWNERSHIP AND REUSE OF DOCUMENTS

- 5.01 All documents, including original drawings, electronic files, correspondence, 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 County.
- 5.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 5.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this

Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

- 5.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act.
- 5.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permitted only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VI PERSONNEL, EQUIPMENT, AND MATERIAL

- 6.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment or through subcontract for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.
- 6.02 Save and except in instances in which the employment and/or independent consultant relationship is terminated with Engineer, County will approve assignment and release of all key personnel with regards to the Project and Engineer shall submit written notification of all key personnel changes for County's approval prior to the implementation of such changes. For the purpose of this agreement, key personnel are defined in Attachment D, Key Personnel. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 6.03 All personnel assigned to the Project shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any personnel who, in the good faith opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- 6.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VII ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer good faith assistance in the coordination with all public and governmental entities as necessary and reasonably requested in the sole discretion of the Engineer.

SECTION VIII
ENGINEER'S INSURANCE REQUIREMENTS

- 8.01 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 Bests 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 insurance 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 insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - E. Professional Liability insurance with limits not less than \$1,000,000.
- 8.03 All Liability insurance policies shall name County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in County's favor.
- 8.04 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 the contract; 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 that work under the Agreement is completed.

SECTION IX
INDEMNIFICATION

- 9.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.
- 9.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, 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.
- 9.03 County shall timely forward to Engineer copies of any and all claims, demands, suits, actions, proceedings, or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.
- 9.04 ENGINEER'S DUTY TO DEFEND INDEMNIFY AND HOLD COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.
- 9.05 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 in connection with negligent acts or omissions of Engineer, Engineer shall never-the-less 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 the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.
- 9.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.
- 9.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 9.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.
- 9.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Engineer to perform the work described in this Agreement.

- 9.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.
- 9.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.
- 9.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

SECTION X DISPUTE RESOLUTION

- 10.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.
- 10.02 In the event County or Engineer desire 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.
- 10.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 10.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or in equity under any applicable statutes of limitation.

XI NOTICE

- 11.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Engineer at the addresses set forth below.
- 11.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 11.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

Larry F. Janak, P.E.
11111 Wilcrest Green
Suite 250
Houston, Texas 77042

With copy to:

Simon W. Hendershot, III
1800 Bering Drive, Suite 600

Houston, Texas 77057

B. If to County notice must be sent to the County Project Manager and County:

Paulette Shelton, CCTM
Director, Public Transportation
Fort Bend County
12550 Emily Court, Suite 400
Sugar Land, Texas 77478

Fort Bend County
Attention: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

11.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XII REPORTS OF ACCIDENTS

- 12.01 Within 24 hours after Engineer becomes aware of 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 Engineer), Engineer shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto.
- 12.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, or other documents served upon 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 Engineer's performance of work under this Agreement.

SECTION XIII WORK AUTHORIZATIONS

- 13.01 County will issue Work Authorizations using the form included in Attachment C to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- 13.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.
- 13.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.
- 13.04 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.

- 13.05 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 13.06 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using amounts set forth in Attachment A.
- 13.07 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.
- 13.08 County will not pay any items of cost that are not included in an executed Work Authorization.
- 13.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
- 13.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.
- 13.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization in the form identified and attached hereto as Attachment C. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, unless an appropriate contract extension has been approved by the County and set forth in writing, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement unless an appropriate contract amendment has been approved by the County and set forth in writing.
- 13.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization period by execution of Supplemental Authorization, using the form attached hereto at Attachment C.
- 13.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.

- 13.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project
- 13.15 County, at its sole discretion, may accept Engineer's signature on a faxed or electronically submitted copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed or electronically submitted copy. Any payments owed to Engineer by County shall not be processed until the original signed documents are received by the County.
- 13.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

SECTION XIV LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County 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 County shall have any personal obligation hereunder.

SECTION XV LIMIT OF APPROPRIATION

- 15.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of one million six hundred and thirty-four thousand five hundred and fifty-six and no/100 dollars (\$1,634,556), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 15.02 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 hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of one million six hundred and thirty-four thousand five hundred and fifty-six and no/100 dollars (\$1,634,556) for described scope of services in all executed Work Authorizations.

SECTION XVI SUCCESSORS AND ASSIGNS

- 16.01 County and 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 such other party, in respect to all covenants of this Agreement.

- 16.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVII
PUBLIC CONTACT

- 17.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be subject to the approval of County.
- 17.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XVIII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIX
NO FEDERAL OBLIGATION TO THIRD PARTIES

County and Engineer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to County, Engineer, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Engineer agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION XX
PROGRAM FRAUD AND FALSE OR FRAUDULENT
STATEMENT AND RELATED ACTS

- 20.01 Engineer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Engineer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Engineer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Engineer to the extent the Federal Government deems appropriate.

- 20.02 Engineer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Engineer, to the extent the Federal Government deems appropriate.
- 20.03 Engineer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION XXI ACCESS TO RECORDS

- 21.01 Engineer agrees to provide County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Engineer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Engineer also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Engineer's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 21.02 Engineer agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Engineer agrees to maintain same until County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

SECTION XXII FEDERAL CHANGES

Engineer shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between County and FTA, as they may be amended or promulgated from time to time during the term of this contract. Engineer's failure to so comply shall constitute a material breach of this contract.

SECTION XXIII CIVIL RIGHTS REQUIREMENTS

- 23.01 The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Engineer agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Engineer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Engineer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Engineer agrees to comply with any implementing requirements FTA may issue.
 2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Engineer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Engineer agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Engineer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Engineer agrees to comply with any implementing requirements FTA may issue.

- 23.02 Engineer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SECTION XXIV
DISADVANTAGED BUSINESS ENTERPRISES

- 24.01 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.
- 24.02 Engineer shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as County deems appropriate. Each subcontract Engineer signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- 24.03 The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 24.04 Engineer is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Engineer's receipt of payment for that work from County. In addition, Engineer is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.
- 24.05 Engineer must promptly notify County whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Engineer may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County.

SECTION XXV
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Engineer shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

SECTION XXVI
GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

- 26.01 This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Engineer is required to verify that none of Engineer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- 26.02 Engineer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- 26.03 By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XXVII
LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION XXVIII
CLEAN AIR

Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . Engineer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Engineer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION XXIX
CLEAN WATER

Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* . Engineer agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Engineer also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION XXX
SEISMIC SAFETY REQUIREMENTS

Engineer agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. Engineer also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

SECTION XXXI
ENERGY CONSERVATION

Engineer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SECTION XXXII
ACCESS FOR INDIVIDUALS WITH DISABILITIES

32.01 Engineer agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Engineer also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, Engineer agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- J. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- K. Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

SECTION XXXIII
MISCELLANEOUS

- 33.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 33.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 33.03 Engineer agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Engineer and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 33.04 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.

- 33.05 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.
- 33.06 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, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XXXIV
APPENDICES

The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

- | | |
|--------------|---------------------------|
| Attachment A | Cost Proposal |
| Attachment B | Statement of Work |
| Attachment C | Sample Work Authorization |
| Attachment D | Key Personnel |

SECTION XXXV
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

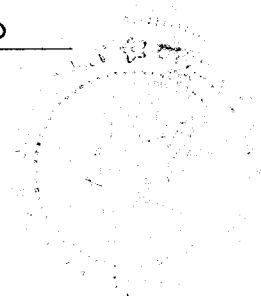
1-26-10
Date

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk

IDC: *Larry F. Janak*
Authorized Representative
Larry F. Janak, P.E.

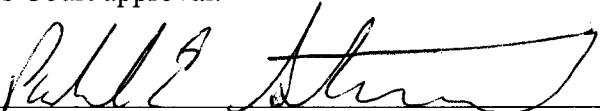
12-16-09
Date

Attest: *Christine Garcia*



AUDITOR'S CERTIFICATE

I hereby certify that funds are available and limited to the amount of \$618,750 to accomplish and pay a portion of the obligation of Fort Bend County under the terms of this contract. Increases to this certification are contingent upon receipt of additional federal grant awards and Commissioners Court approval.


Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT A

COST PROPOSAL SPREADSHEET

ATTACHMENT
 COST PROPOSAL SPREADSHEET
 FORT BEND COUNTY PARK & RIDE PLANNING AND DESIGN

10/26/2009

NO.	TASK DESCRIPTION	FIRMS										TOTAL				
		IDC	BGK	NET	TEI	PBQD	O&A	CBRE	PGAL	LCI	HVJ		PBS&J			
1	Demand Analysis	\$1,926	\$5,888	\$8,840												\$14,616
	Westpark/SH99	\$642	\$1,950	\$2,040												\$4,632
	Sienna/Riverstone	\$642	\$1,950	\$2,400												\$4,992
	US90A Corridor	\$642	\$1,950	\$2,400												\$4,992
2	Site Selection	\$6,903	\$19,000	\$15,400	\$11,035	\$6,923	\$0			\$10,000						\$89,861
	Westpark/SH99	\$1,886	\$6,200	\$4,580	\$3,345	\$1,974				\$3,000						\$20,985
	Sienna/Riverstone	\$1,886	\$6,200	\$4,800	\$3,345	\$1,974				\$3,000						\$21,205
	US90A Corridor	\$3,131	\$7,200	\$6,040	\$4,345	\$2,975				\$4,000						\$32,663
3	Site Layout	\$20,761		\$4,880					\$9,000							\$34,431
	Westpark/SH99	\$6,917		\$1,560					\$3,000							\$11,477
	Sienna/Riverstone	\$6,917		\$1,560					\$3,000							\$11,477
	US90A Corridor	\$6,917		\$1,560					\$3,000							\$11,477
4	ENV & Public Inv	\$14,742		\$164,974												\$169,716
	Westpark/SH99	\$4,914		\$51,658												\$56,572
	Sienna/Riverstone	\$4,914		\$51,658												\$56,572
	US90A Corridor	\$4,914		\$51,658												\$56,572
5	Property Acquisition	\$1,926		\$7,500												\$10,926
	Westpark/SH99	\$642		\$2,500												\$5,642
	Sienna/Riverstone	\$642		\$2,500												\$5,642
	US90A Corridor	\$642		\$2,500												\$5,642
6	Preliminary Engineering	\$197,421		\$38,975					\$21,000	\$162,432						\$440,328
	Westpark/SH99	\$65,807		\$12,325					\$7,000	\$54,144						\$146,776
	Sienna/Riverstone	\$65,807		\$12,325					\$7,000	\$54,144						\$146,776
	US90A Corridor	\$65,807		\$12,325					\$7,000	\$54,144						\$146,776
7	Final Design and PS&E	\$239,166		\$92,320					\$115,000							\$500,796
	Westpark/SH99	\$79,722		\$30,773					\$35,000							\$165,845
	Sienna/Riverstone	\$79,722		\$30,773					\$35,000							\$165,845
	US90A Corridor	\$79,722		\$30,773					\$45,000							\$172,476
8	Construction Mngt	\$289,883							\$15,000	\$9,632						\$330,616
	Westpark/SH99	\$89,961							\$5,000	\$3,210						\$110,171
	Sienna/Riverstone	\$89,961							\$5,000	\$3,210						\$110,171
	US90A Corridor	\$89,961							\$5,000	\$3,212						\$110,173
9	Funding Assistance															\$67,367
10	Project Management															\$0
	TOTAL	\$752,718	\$25,450	\$22,240	\$145,010	\$219,264	\$7,500	\$180,000	\$182,064	\$90,310	\$22,500	\$22,500	\$1,634,566			
	Westpark/SH99	\$250,491	\$9,150	\$6,900	\$48,003	\$72,754	\$2,500	\$50,000	\$60,354	\$32,950	\$7,500	\$7,500	\$541,202			
	Sienna/Riverstone	\$250,491	\$9,150	\$7,200	\$48,003	\$72,754	\$2,500	\$50,000	\$60,354	\$32,950	\$7,500	\$7,500	\$538,432			
	US90A Corridor	\$251,736	\$9,150	\$8,440	\$49,004	\$73,755	\$2,500	\$60,000	\$81,356	\$28,980	\$7,500	\$7,500	\$554,921			

BGK
 NET
 TEI
 CBRE
 O&A
 LCI
 Barbara Koslov
 Nancy Edmonson
 Traffic Engineers Inc.
 CB Richard Ellis
 O'Connor & Associates
 Landtech Consultants

RUNNING TOTAL
 \$4,632
 \$4,992
 \$4,992
 \$84,477
 \$25,597
 \$26,197
 \$32,663
 \$118,908
 \$37,074
 \$37,674
 \$44,160
 \$288,624
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 \$100,732
 \$305,650
 \$99,288
 \$98,888
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 \$253,150
 \$1,246,674
 \$411,909
 \$409,139
 \$425,826
 \$1,577,189
 \$622,080
 \$519,310
 \$635,799
 \$1,634,566
 \$1,634,566

ATTACHMENT

**COST PROPOSAL SPREADSHEET
FORT BEND COUNTY PARK & RIDE PLANNING AND DESIGN
WESTPARK (PRIORITY #1)**

10/26/2009

NO.	TASK DESCRIPTION	FIRMS										CUMULATIVE TOTAL			
		IDC	BGK	NET	TEI	PBQD	O&A	CBRE	PGAL	LCI	HVJ		PBS&J	TOTAL	
1	Demand Analysis	\$642	\$1,950	\$2,040											\$4,632
2	Site Selection	\$1,886	\$6,200	\$4,560	\$3,345	\$1,974			\$3,000						\$20,965
3	Site Layout	\$6,917			\$1,560				\$3,000						\$11,477
4	ENV & Public Inv	\$4,914				\$51,658									\$56,572
5	Property Acquisition	\$642					\$2,500	\$2,500							\$5,642
6	Preliminary Engineering	\$65,807			\$12,325				\$7,000	\$54,144		\$7,500			\$146,776
7	Final Design and P&S&E	\$79,722			\$30,773				\$35,000		\$20,350				\$165,845
8	Construction Mngt	\$89,961							\$5,000	\$3,210			\$12,000		\$110,171
9	Funding Assistance					\$19,122									\$19,122
10	Project Management														\$0
	TOTAL	\$250,491	\$8,160	\$6,600	\$48,003	\$72,764	\$2,500	\$2,500	\$60,000	\$60,364	\$32,360	\$7,500	\$7,500	\$541,202	

BGK Barbara Koslov
NET Nancy Edmonson
TEI Traffic Engineers Inc.
CAI Crossland Acquisition
LCI Landtech Consultants

ATTACHMENT

**COST PROPOSAL SPREADSHEET
FORT BEND COUNTY PARK & RIDE PLANNING AND DESIGN
US90A CORRIDOR (PRIORITY #2)**

10/26/2009

TASK		FIRMS										TOTAL	
NO.	DESCRIPTION	IDC	BGK	NET	TEI	PBQD	O&A	CBRE	PGAL	LCI	HVJ	PBS&J	TOTAL
1	Demand Analysis	\$642	\$1,950	\$2,400									\$4,992
2	Site Selection	\$3,131	\$7,200	\$6,040	\$4,345	\$2,975				\$4,000			\$27,691
3	Site Layout	\$6,917			\$1,560				\$3,000				\$11,477
4	ENV & Public Inv	\$4,914				\$51,658							\$56,572
5	Property Acquisition	\$642					\$2,500	\$2,500					\$5,642
6	Preliminary Engineering	\$65,807			\$12,325				\$7,000	\$54,144		\$7,500	\$146,776
7	Final Design and PS&E	\$79,722			\$30,774				\$45,000		\$16,980		\$172,476
8	Construction Mngt	\$89,961							\$5,000	\$3,212	\$12,000		\$110,173
9	Funding Assistance					\$19,122							\$19,122
10	Project Management												\$0
	TOTAL	\$251,736	\$9,150	\$8,440	\$49,004	\$73,755	\$2,500	\$2,500	\$60,000	\$61,356	\$28,980	\$7,500	\$554,921

BGK Barbara Koslov
NET Nancy Edmonson
TEI Traffic Engineers Inc.
CAI Crossland Acquisition
LCI Landtech Consultants

ATTACHMENT

COST PROPOSAL SPREADSHEET
 FORT BEND COUNTY PARK & RIDE PLANNING AND DESIGN
 SIENNA - RIVERSTONE (PRIORITY #3)

10/26/2009

NO.	TASK DESCRIPTION	FIRMS										TOTAL				
		IDC	BGK	NET	TEI	PBQD	O&A	CBRE	PGAL	LCI	HVJ		PBS&J			
1	Demand Analysis	\$642	\$1,950	\$2,400												\$4,992
2	Site Selection	\$1,886	\$6,200	\$4,800	\$3,345	\$1,975				\$3,000						\$21,206
3	Site Layout	\$6,917			\$1,560					\$3,000						\$11,477
4	ENV & Public Inv	\$4,914				\$51,658										\$56,572
5	Property Acquisition	\$642					\$2,500									\$5,642
6	Preliminary Engineering	\$65,807			\$12,326					\$7,000				\$7,500		\$146,776
7	Final Design and PS&E	\$79,722			\$30,773					\$35,000			\$16,980			\$162,475
8	Construction Mngt	\$89,961								\$5,000			\$3,210			\$110,171
9	Funding Assistance					\$19,122										\$19,122
10	Project Management															\$0
	TOTAL	\$250,491	\$8,150	\$7,200	\$48,003	\$72,755	\$2,500	\$50,000	\$60,354	\$28,980	\$7,500	\$538,433				

BGK Barbara Koslov
 NET Nancy Edmonson
 TEI Traffic Engineers Inc.
 CAI Crossland Acquisition
 LCI Landtech Consultants

	Phase I		Phase II		Phase III	Phase IV	Total
	Thru P&E	Thru Env./PI	Funding Asst.	Thru PER	Final PS&E	Const.Mgmt.	
Westpark	\$246,064		\$19,122		\$165,845	\$110,171	\$541,202
Hi. 90A		\$106,374	\$19,122	\$146,776	\$172,476	\$110,173	\$554,921
Sienna		\$99,889	\$19,122	\$146,776	\$162,475	\$110,171	\$538,433
							\$0
Sub-Total	\$246,064	\$206,263	\$57,366	\$293,552	\$500,796	\$330,515	\$1,634,556
Total	\$452,327		\$350,918		\$500,796	\$330,515	\$1,634,556

ATTACHMENT B

Scope of Work

Attachment B

Scope of Work

Advanced Planning tasks will be required to initiate completion of park and ride facilities within Fort Bend County. These activities will be required for projects identified as the Westpark Park and Ride, Sienna Plantation Park and Ride and Hi. 90A Park and Rides. The Advanced Planning sub-task includes but is not limited to the following elements for each facility Engineer is advised that other elements may be required as projects progress.

1. As Fort Bend County implements the projects and tasks described herein Engineer may be required to assist and/or consult with other firms retained under this contract or other procurement process' and/or Fort Bend County may need to seek additional one-time objective opinions for various services or documents provided under this agreement (value engineering, review appraisals, etc.). In addition, Fort Bend County may procure the services of specialist to assist with the initial selection under this award, and/or subsequent selection under this award as applicable.
2. Demand Analysis: Collect demographic, land use, employer, ridership, traffic and other data and information related to proposed improvement and adjacent land uses and impacts associated with the development of the project. Prepare technical reports identifying and justifying facility demand, size, and amenities.
3. Site Selection Analysis: Prepare a detailed site selection analysis to confirm the location of the project.
4. Site Layout/Building Schematic: Enlist the services of a qualified Architect/Engineer or A/E firm to prepare a functional site layout of the selected project site that satisfies design criteria related to access, client amenities, client parking, bus and employee parking, bus fueling, bus washing, and other external maintenance functions as applicable. Develop a building schematic that meets the project's scope of work (bus bays, communal areas, tool shop, tire shop, lube shop, offices, etc.)
5. Environmental Assessment: Conduct an environmental assessment of the project in accordance with state and federal guidelines. Environmental issues to be assessed include, but are not limited to, air quality, noise, water quality, hazardous waste, construction impacts, historic impacts, and others. The level of detail of the analysis will be dependent upon the severity of each potential impact. Submit draft report to reviewing agencies. Facilitate the preparation and submission of the final report by incorporating agency input. Facilitate the preparation and submission of the final report by incorporating agency input and funding source supplemental questions, comments and/or requirements. Prepare and submit final report to funding agencies.
6. Historic Documentation: Historic documentation is required for any project site that is historic or located in an historic area. As identified in the environmental assessment, where and when applicable, Engineer will be asked to provide a historical documentation report of property to be donated or acquired. Documentation to include a narrative history and architectural drawings of each affected property in compliance with the Texas Historical Commission and the U.S. Department of Interior requirements.

7. **Property Acquisition:** As transportation capital projects are planned and implemented, Fort Bend County will utilize federal, state and local funding sources to procure the necessary land or facility to implement projects. In some cases, Fort Bend County may utilize property or facilities already owned by the County and/or donated to the County by both the public and private sector and may also utilize property or facilities under lease agreements. As such, transfer of property, lease of properties and/or acquisitions must adhere to funding agency rules, regulations and process requirements. Engineer will be asked to assist Fort Bend County with these efforts by developing policies, procedures and practices that comply with funding agency requirements. Where and when applicable, Engineer may serve as the County's representative in acquisition negotiations and will be required to conduct good-faith negotiations with the owner. Other services may include but not be limited to planning, preparation and conduct of related public meetings/hearings, presentations to owners (Notice of Intent to Acquire, appraisals and review appraisals for property owners, Offer of Just Compensation, etc.) and if required, be available for legal testimony as necessary throughout condemnation proceedings should they be necessary.
8. **Appraisals:** For each property owned by, donated to or acquired by the County for public transportation project utilization an appraisal and review appraisal will be required. Engineer will be required to provide appraisal documents and services that comply with funding agency requirements. Appraisal services may be either directly provided by the primary contractor or subcontracted. Appraisal services must be provided by licensed individuals/firms. In the case of a review appraisal, a separate firm/individual from the firm/individual providing the initial appraisal must be utilized. In all cases, the appraiser used should be experienced in and familiar with the local market and issues and/or experienced in or familiar with the types of property or facilities being donated or purchased. Donations and/or acquisitions may include land, buildings, equipment, inventories, personal property, etc. Where and when applicable, appraisals must value these elements and individuals/firms utilized for these types of acquisitions should be experienced in or familiar with the property being valued.
9. **Preliminary Engineering, Final Engineering/design:** Each facility will require a preliminary engineering report and upon acceptance by funding agencies, each facility will require both final design and construction documents. The preliminary engineering report should include basic project engineering needs and phases. All Federal Transit Administration requirements must be addressed. These include but are not limited to, lot and roadway design, traffic control plans, traffic analysis, use analysis, site selection analysis, drainage design, operating and maintenance costs, security and safety considerations, lighting, environmental assessment, etc. In addition, varying technical and administrative services and assistance are anticipated to respond to funding source requirements as part of these services. Engineer will be asked to provide these services. Services will include but not be limited to the following elements:
 - 9.1 **Architect/Engineer.** Provide architectural/engineering services related to capital projects as they are moved into final planning and construction phases. Provide technical assistance and reports to the project Architect/Engineer of Record, as applicable. Project funding will include local government funding as well as funding provided by or through the

Texas Department of Transportation, Federal Transit Administration and/or The Federal Highways Administration and as such, requirements imposed by these funding agencies must be followed for each project as applicable. Engineer will insure that contracting and services comply with related regulations, processes and requirements and provide required plans, documentation, reports, analysis, etc. as dictated by the funding sources.

- 9.2 Design & Analysis. Provide technical assistance, analysis, and evaluation of design drawings through the project's preliminary, pre-final, and final designs to funding agencies, the County and/or the County's contractor as needed.
- 9.3 Value Engineering. Perform a value engineering review of the project's design in accordance with federal regulations. Recommend appropriate cost-saving methods identified during the value engineering exercise.
- 9.4 Peer Review. Assemble a group of professionals with practical experience in developing similar projects to review each project. Coordinate review of the project by these professionals and document suggested improvements to the project's design, construction, and operation. Forward related documents to primary contractors. Incorporate design changes as applicable.
- 9.5 Construction. Prepare construction documents as necessary. Assist County personnel in construction service procurement. Oversee and manage construction activities and progress in accordance with funding source requirements and work with the project's construction contractor to insure timely completion of the project's construction contract. Formally review all change-order requests and make appropriate recommendations to the County. Facilitate private-sector/County interface regarding project progression. Provide technical assistance, analysis, and evaluation of all unforeseen construction circumstances.

ATTACHMENT C

WORK AUTHORIZATION

ATTACHMENT C

**WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and IDC (the Engineer), on the ____ day of _____, ____.

PART I. The Engineer will perform engineering services generally described as _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A and C, respectively, which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$ _____. This amount is based upon fees set forth in Attachment A,

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

FORT BEND COUNTY, TEXAS

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

LIST OF EXHIBITS

- Exhibit A Scope of Work
- Exhibit B Cost/Payment Agreement
- Exhibit C Schedule/Milestones

ATTACHMENT D

Key Personnel.

KEY PERSONNEL

<u>Firm</u>	<u>Work Activitiy</u>	<u>Personnel Assignment</u>
IDC	Project Management	Larry Janak, PE
	Principle in Charge	Jim Gonzales
	Preliminary Engineering	Octavio Guerra, PE
	Geometrics Design Services	Frank Viebrock, PE
	Drainage Report	Stephen Yu, PE
	Peer Review	Milan Kadlec
	PER Cost Estimate Construction Documents	Yogesh Patel
	Final Design Final Civil Plans	Gerry Davila, PE
	Construction Phase Services	Joe Pullano
	FTA Application Process	Tom Ryden, PE, AICP Donald Emerson
BGK Services, LLC	Site Selection Analysis	Barbara Koslov
CBRE	Property Appraisals Document Preparation	CB Richard Ellis
O'Connor & Associates	Property Appraisals Document Preparation	Patrick O'Connor, MAI
HVJ Associates, Inc.	Geotechnical	Hossam Esmail, PE
Landtech Consultants, Inc.	Surveying ROW Mapping	William Massey, RPLS
Nancy Edmonson, Transportation Consulting	Demand Analysis	Nancy Edmonson
Parsons Brinckerhoff	Environmental Study	Rhonda Boyer Dennis Henderson, AICP James Hamilton, AICP
	Historical Documentation	Stephanie Foell Rhonda Boyer
PBS&J	Value Engineering	Les Thomas, CVS
PGAL	Site Layout Schematics	David Andrews, AIA
	Building Schematics Final Architectural Plans	Paul Bonnette, AIA
	Quality Assurance/Quality Control	Costas Georghiou, PE
Traffic Engineers, Inc.	Traffic Analysis	Rick Staigle, PE, PTOE