

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

PROFESSIONAL DESIGN ENGINEERING SERVICES AGREEMENT
 RECONSTRUCTION PROJECT FM 1093 (Westpark Tollway)

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 DANNENBAUM ENGINEERING CORPORATION, (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County has entered into an agreement with the Texas Department of Transportation ("TxDOT") for improvements to FM 1093 from State Highway 99 to west of FM 359, located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to engage Engineer to serve as Program Manager for Phase I/Design Phase of the Project, as provided in this Agreement and all attachments; and,

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

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 as described in Attachment A, Engineer's Scope of Work dated November 11, 2011, incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Engineer shall use all 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 all 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 which are not in the best interest of County and the Project.
- 1.04 At the 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.
 - 1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

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 XVI, County shall pay to Engineer an amount not to exceed \$5,156,625.00, including Engineer's fee as PRIME Program Management Consultant (PMC) and all consultant fees as identified on Attachment B, incorporated by reference as if set forth herein verbatim for all purposes.
- 2.02 Engineer's reimbursable expenses associated with the Project, including but not limited to reproduction costs, plotting, document delivery, long distance photography, permits, fees, special handling or delivery, mileage and travel (if necessary) shall be reimbursed at cost upon submission of properly submitted expense records to County.
- 2.03 Progress payments for authorized work will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.
- 2.04 Engineer shall not provide any services under this Agreement until authorized by County in writing.
- 2.05 Engineer shall submit invoices to County as detailed in Section 2.06 below and County shall pay each invoice within thirty (30) days after the County Engineer'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.
- 2.06 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete for the Schedule of Values describing the tasks performed in a form acceptable to County. 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.
- 2.07 Engineer shall submit copies of documents as detailed in Section 2.06 above to the Fort Bend County Toll Road Authority for review and processing of payments, as applicable.

SECTION III TIME OF PERFORMANCE

This Agreement shall become effective upon execution of the last party and shall terminate upon completion of Phase I/Design Phase of the Project. This Agreement does not extend or apply to construction of the Project.

SECTION IV TERMINATION

- 4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.
- 4.02 Upon receipt of such termination notice, 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, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.
- 4.04 County shall then pay Engineer that proportion of the services actually performed under this Agreement bear to the total services called for 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.

SECTION V INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, the Fort Bend County Toll Road Authority, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI OWNERSHIP AND REUSE OF DOCUMENTS

- 6.01 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.
- 6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.
- 6.03 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.

- 6.04 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. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.
- 6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit 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 VII PERSONNEL, EQUIPMENT, AND MATERIAL

- 7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment or through independent contract, 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.
- 7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- 7.03 All employees and contractors of Engineer 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 employee and/or contractor of Engineer who, in the 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.
- 7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

SECTION IX ENGINEER'S INSURANCE REQUIREMENTS

- 9.01 Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

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

A. Workers' Compensation Insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.

B. Commercial General Liability Insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

| | |
|-------------|---|
| \$1,000,000 | general aggregate limit |
| \$325,000 | each occurrence, combined single limit |
| \$325,000 | aggregate Products, combined single limit |
| \$325,000 | aggregate Personal Injury/Advertising Liability |
| \$50,000 | Fire Legal Liability |
| \$5,000 | Premises Medical |

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Professional Liability insurance with limits not less than \$2,000,000 each claim/annual aggregate.

9.03 County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance, Employers Liability Insurance and Professional Liability Insurance. The Workers Compensation Insurance written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION X INDEMNIFICATION

10.01 ENGINEER SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT CAUSED BY OR ARISING OUT OF, DIRECTLY OR

- INDIRECTLY, OR IN CONNECTION WITH THE NEGLIGENT ACTS AND OMISSIONS OF ENGINEER PURSUANT TO THIS AGREEMENT.
- 10.02 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.
 - 10.03 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.
 - 10.04 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. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDING FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS.
 - 10.05 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 the 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.
 - 10.06 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.
 - 10.07 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.
 - 10.08 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.
 - 10.09 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.
 - 10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.
 - 10.11 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.
- 10.12 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 XI DISPUTE RESOLUTION

- 11.01 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.
- 11.02 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.
- 11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.
- 11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

XII NOTICE

- 12.01 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.
- 12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to Engineer:

Dannenbaum Engineering Corporation
3100 West Alabama
Houston, Texas 77098
Attn: David R. Milner, P.E., Vice President

- B. If to County notice must be sent to the County Engineer and County Judge:

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

C. If to the Fort Bend County Toll Road Authority:

Fort Bend County Toll Road Authority
P.O. Box 2789
Sugar Land, Texas 77489-2789
Attn: Bill Jameson

Richard Muller
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Ste., 2600
Houston, Texas 77027

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

SECTION XIII
REPORTS OF ACCIDENTS

- 13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.
- 13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, 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 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 \$5,156,625.00, 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 \$5,156,625.00 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 the sole responsibility 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
WORK AUTHORIZATIONS

- 19.01 County will issue Work Authorizations using the form included in Attachment C-1 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.
- 19.02 This Agreement authorizes the County Engineer to execute and approve all Work Authorizations on behalf of County.
- 19.03 Engineer shall not begin any work until County Engineer has 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.
- 19.04 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.
- 19.05 The maximum time is the time needed to complete all Work Authorizations that will be issued.
- 19.06 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 rates set forth in Attachment B, Fee Calculation.
- 19.07 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.
- 19.08 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment B, Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.
- 19.09 County will not pay any items of cost that are not included in an executed Work Authorization.
- 19.10 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.
- 19.11 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.
- 19.12 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, attached hereto as Attachment C-2. 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, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.
- 19.13 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, a sample of which is attached as Attachment C-2.
- 19.14 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.

- 19.15 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. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment B.
- 19.16 County, at its sole discretion, may accept Engineer's signature on a faxed 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 copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.
- 19.17 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 XX MISCELLANEOUS

- 20.01 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.
- 20.02 Nothing contained in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 20.03 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 Office 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.
- 20.04 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.
- 20.05 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.
- 20.06 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.
- 20.07 In the event of a conflict between this Agreement and any attachment, the provisions of this Agreement shall prevail.

SECTION XXI
APPENDICES

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

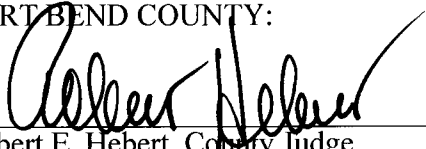
| | |
|----------------|---|
| Attachment A | Engineer's Scope of Work dated November 11, 2011 |
| Attachment B | Engineer's fee and consultant fees dated November 4, 2011 |
| Attachment C-1 | Work Authorization |
| Attachment C-2 | Supplemental Work Authorization |

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SECTION XXII
EXECUTION


This Agreement shall not become effective until executed by County.

FORT BEND COUNTY:

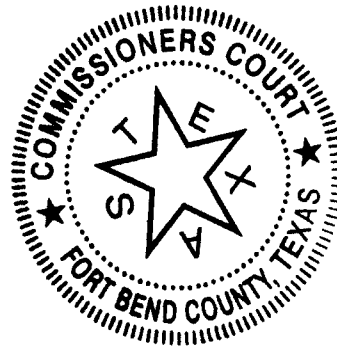


Robert E. Hebert, County Judge

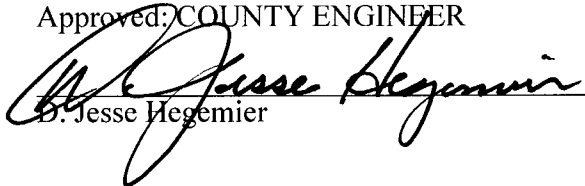
11-22-2011
Date

Attest: 

Dianne Wilson, County Clerk




Approved: COUNTY ENGINEER



D. Jesse Hegemier

ENGINEER: DANNENBAUM ENGINEERING CORPORATION



Signature

11/28/11
Date

Printed Name: WAYNE G. AHRENS


Title: EXECUTIVE VICE PRESIDENT

Attest: 

MER:Dannenbaum.PSA.FM1093.3976

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$5,156,625 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

Attachment A

November 11, 2011

Scope of Work for Design Engineering Services

PROGRAM: Fort Bend County (FBC) Reconstruction Project for FM 1093 from SH 99 to west of FM 359 in the City of Fulshear.

FBC has entered into an agreement with the Texas Department of Transportation (Contract No. _____ – **The Project**) to fund making improvements to the above referenced highway. Conditions of the subject agreement shall apply and govern the scope of work defined below for the advanced planning, securing environmental clearance and design phases for Phase I (Project). The subject agreement is attached, as ATTACHMENT A, and made part of this agreement. In general, the work tasks to be performed under this agreement between FBC and Dannenbaum Engineering Corporation (DEC) are defined as follows and supported by the detailed labor and cost estimate for the work.

PHASE DESCRIPTION

Phase I: Westpark Tollway Mainlanes and Frontage Roads ML Station 183+50 to ML Station 328+18 (meet and match existing Westpark) & Frontage Roads ML Station 110+00 to ML Station 183+50.

Phase II: FM 1093 Boulevard ML Station 130+00 (Including Removal of Temporary Improvements to ML Station 110+00), West to James Lane in City of Fulshear.

RELEASE OF WORK IN STEPS

Program is broken down into the following STEPS (work authorization to be issued for each STEP)

(Initial Negotiations Effort Describes the Work Authorizations of the Following Two Steps)

1. **Start-up** – Initial management functions of overseeing environmental, schematic, drainage impact analysis; design and topographic surveys activities (Program)
2. **Phase I Design Phase** – Continuing management functions and release of Segment Designers to complete work to develop PS&E documents for let; right of way mapping, geotechnical engineering, and utility coordination.

PROGRAM CONSULTANT TEAM

Dannenbaum Engineering Corporation (DEC) is the PRIME Program Management Consultant (PMC), who is supported by the following team of consultants for STEPS 1 and 2, described above:

1. Binkley Barfield & Associates – Segment Design Engineer
2. Costello, Inc. – Segment Design Engineer
3. Dannenbaum (DEC) – Utility Coordination & S.U.E.
4. HTS, Inc. Consultants – Geotechnical Engineering
5. HALFF Associates, Inc. – Segment Design Engineer
6. Klotz Associates – Schematic Design, Hydraulic Impact Report, and Phase I Traffic Control Plans (TCP)
7. Weisser Engineering Co. – Design Surveys
8. TEDSI Infrastructure Group – Signing & Signal Designs

9. Weisser Engineering Co. – Right-of-Way Survey

DESCRIPTION OF WORK

The work can generally be described as follows, involving these major work elements:

- Overall Program Management
- Environmental Evaluation of proposed improvements
- Advancing the planning and Schematic Design as well as Hydraulic Impact Report and preliminary engineering
- Obtaining ground control, aerial flight information and updated design surveys to reflect present conditions along the corridor
- Performing geotechnical and soils investigations and develop a foundation parameters for roadway, drainage, pavements and structures components of the Project
- Preparing right-of-way taking maps, as required
- Assisting FBC's consultant performing right of way acquisition appraisals and negotiations for real property
- Final design and preparation of Plans, Specifications, and Estimates (PS&E) and seek bids for construction of improvements. Packaging of designs will be done, so up to two separate construction packages can be publically let for bid and construction.
- Coordination of public and private utility relocations to clear the site for construction
- Coordination with FBC, TxDOT, and other stakeholders

Definition of Services

1.0 Management & Administration

1.1 Project Management

- 1.1.1 Preparing contracts, supplements and change orders
- 1.1.2 Monitoring financing file and record keeping system
- 1.1.3 Day-to-day communication with FBC engineer, as single point of contact
- 1.1.4 Preparing and issuing guidelines and standards
- 1.1.5 Preparing action and corrective action plans to maintain schedule

1.2 Coordination with Stakeholders

- 1.1.1 Preparing written reports & exhibits
- 1.1.2 Presenting information and representing FBC engineer on program related matters
- 1.1.3 Preparing and issuing meeting minutes

1.3 Meetings & Briefings

- 1.3.1 Arranging for and holding regular progress team meetings

- 1.3.2 Coordination with County Engineer and TxDOT, including addressing matters related to pass-through finance program by a local entity.
- 1.3.3 Providing written narratives and other exhibits
- 1.3.4 Preparing and issuing of meeting minutes
- 1.4 Invoicing, Accounting, Progress Reporting
 - 1.4.1 Prepare (consolidation of all PMC team) monthly invoice and progress report of last reporting period progress
 - 1.4.2 Develop action plans
 - 1.4.3 Provide FBC engineer with expected expenditure of funds schedule and updates as required.
- 1.5 Subconsultant Oversight
 - 1.5.1 Day-to-day coordination and scheduling of Subconsultant activities
 - 1.5.2 Expedite resolution of issues
 - 1.5.3 Provide overall program activity schedule
 - 1.5.4 Provide necessary tools to perform duties, including:
 - a. Project Procedures Manual (includes program design criteria) – All team members are provided a copy of this document.
 - b. CAD Manual
 - c. Schematic Electronic Files
 - d. Survey Files
 - e. Available Utility Data
 - f. Available ROW Data
 - g. Drainage Impact Analysis and PER
 - h. Environmental Mitigation Plan and other data
 - i. Quality Control Plan
 - j. Standard List of Bid Items
 - k. Standard List of General Notes
 - l. Standard List of Standards and Special Specifications
 - m. List of Deliverables
 - n. Documenting insurance and other licensing is current
- 1.6 Project Schedule
 - 1.6.1 Develop and provide updates of an overall Program schedule for design and construction phases
 - 1.6.2 Issue copies of schedule to FBC engineer and TxDOT
 - 1.6.3 Incorporate other critical milestone events into master schedule

- 1.6.4 Establish a time-determination schedule (preliminary), prior to contract let to determine potential bonus / penalty conditions of construction contracts
- 1.7 Coordination with Right of Way activities
 - 1.7.1 Oversight of Other contracts through FBC (right-of-way acquisition)
 - 1.7.2 Act as the liaison with “others” to provide first-hand Program information
 - 1.7.3 Attend meetings and briefings
 - 1.7.4 Provide FBC engineer opinions and suggestions, as it relates to common Program matters.
 - 1.7.5 Provide meeting minutes, as necessary
- 1.8 Quality Control Plan (QA/QC)
 - 1.8.1 Develop, issue, and update Quality Assurance and Quality Checking procedures to PMC team
 - 1.8.2 Perform quality audits of team members, on a regular basis
 - 1.8.3 Confirm adherence by team regarding quality
- 2.0 Design Phase Management Services
 - 2.1 Environmental Studies and Mitigation Coordination
 - 2.1.1 Act as point of contact on Program
 - 2.1.2 Coordinate and direct environmental study activities
 - 2.1.3 Provide engineering information and advice
 - 2.1.4 Seek and distribute environmental evaluation and mitigation measures to be incorporated into the designs
 - 2.2 Right of Way Acquisition Coordination (including coordination with appraisal and acquisition consultant under separate contract to FBC)
 - 2.3 Completion of Schematic including TxDOT approvals
 - 2.3.1 Coordinate and direct schematic design
 - 2.3.2 Act as point of contact between Environmental Study and Schematic
 - 2.4 Utility Coordination to assure compliance with Accommodation Policy
 - 2.5 Engineering Management and Coordination
 - 2.5.1 Start-up phase including Standards, checklists, and Geotechnical
 - 2.5.2 Schedule and Perform Design Milestone Reviews
 - a. Hold a 30% Review (All Design Segments)
 - b. Hold a 50% PS&E review separately for each design segment
 - c. Hold a pre-final PS&E review separately for each design segment
 - d. Hold a final PS&E review separately for each design segment
 - 2.5.3 Monitor Design Development by Section Designers

- a. Provide regular communication and coordination during design development with all Segment Designers
 - b. Offer opinions and recommendations regarding methods and means used to develop consistency between segment designs
 - c. Establish ways to reduce construction cost while focused on sustainability of the final completed Program
 - d. Keep FBC engineer involved in the design development process by holding regularly scheduled design coordination meetings
 - e. Review construction costs as design is developed
 - f. Monitor execution of contracts as Segment Designers complete the design phase of the Program
- 2.5.4 Pre-Final and Final Reviews by TxDOT Plan Review Department
- 2.5.5 Program Cost Estimate
- a. Prepare and monitor an overall Program Cost estimate
 - b. Report to FBC engineer at 50% and final design phase the overall Program Cost, based on updated design, right of way and utility costs
 - c. Monitor standard list of construction bid items (consistency focus), as design is developed
 - d. Provide final estimate at bid
- 2.5.6 Design Surveys
- 2.5.7 PS&E Packaging including Interface confirmation – 2 construction packages
- a. Prepare up to two separate bid PS&E packages for letting following FBC and TxDOT requirements
 - b. Obtain TxDOT approval (TxDOT Plan Review and Division reviews)
 - c. Coordinate final changes to satisfy FBC and TxDOT with Segment Designers
 - d. Perform Interface Check of all Segment Designs
- 2.5.8 Development of Design & Construction Schedule including Phasing
- 2.5.9 Coordinate and Seek Approval to Bid Projects
- 2.5.10 Assist in Bidding Phase including Issuing Addenda & Plan Changes
- a. Prepare and schedule for bid
 - b. Working with FBC Engineer, provide information for release of information pertaining to advertisement(s)
 - c. Prepare written documentation and exhibits for addenda
- 2.5.11 Meetings and Briefings – Design focus meetings between team members and FBC
- 2.5.12 Stakeholder Coordination – Team focus briefings with stakeholders and property owners

3.0 Engineering Services (following Standard TxDOT Preparation Manuals and Guidelines)

3.1 Environmental Assessment

- 3.1.1 Initial Public Involvement
- 3.1.2 Right of Entry and Agency Coordination Letters
- 3.1.3 Noise Analysis
- 3.1.4 Air Quality
- 3.1.5 Ecological Investigations
- 3.1.6 Cultural Resources
- 3.1.7 Environmental Justice
- 3.1.8 Other Environmental Studies, Analyses and Investigations
- 3.1.9 County / TxDOT Coordination
- 3.1.10 Tolling Analysis
- 3.1.11 Early Acquisition Right-of-Way
- 3.1.12 Alternatives Analysis
- 3.1.13 Revised Environmental Classification Letter
- 3.1.14 Prepare and Publish FONSI Request Document
- 3.1.15 Revisions to FONSI Document
- 3.1.16 Publication of FONSI Availability
- 3.1.17 Project Control

3.2 Final Design Schematic

- 3.2.1 Prepare final Schematic based on preferred selected alternative. Design Schematic will include:
 - a. Location of Interchanges, mainlanes, grade separation, frontage roads, and ramps
 - b. Develop vertical and horizontal alignments of main lanes, ramps, frontage roads, and cross roads. Show alignment data.
 - c. Show location and text of proposed mainlane guide signs
 - d. ROW Limits
 - e. Existing and Proposed drainage easements
 - f. Proposed typical section
 - g. Current and projected traffic volumes (provided by State)
 - h. Control of Access lines
 - i. Direction of traffic flow
 - j. Geometry of speed change lanes
 - k. Location of Utility adjustments

- 3.4.5 Characterize site subsoil and groundwater conditions and provide results on boring logs and soil profiles.
- 3.4.6 Perform Engineering analyses pertaining to the foundation systems that will support loads of proposed bridges and retaining walls. Analyses to include:
 - a. Pile capacities
 - b. Bearing capacities and global stabilities for retaining walls
 - c. Lateral pressures for retaining walls
 - d. Slope stabilities for cut and fill slopes
 - e. Settlement analyses
- 3.4.7 Perform bearing capacity and settlement analyses and provide recommendation for foundation that will support the overhead signs and other structures.
- 3.4.8 Complete engineering analyses to develop recommendations of potential uplift of underground structures.
- 3.4.9 Develop recommendations concerning site preparation requirements for the retaining walls and embankment subgrade soils.
- 3.4.10 Perform pavement design analyses for the roadway and determine the required pavement section.
- 3.4.11 Develop recommendations for site preparation and pavement subgrade soils preparation.
- 3.5 Right-of-Way Surveys
 - 3.5.1 Perform survey boundary retracement along both sides of the corridor for delineating existing rights of way and adjoining properties and to map the proposed right-of-way and right-of-way map sheets, parcel plats, and meets and bounds descriptions
 - 3.5.2 Mapping shall be prepared to meet TxDOT standards. Individual parcel maps will be required for each property involved. According to initial research of the Appraisal District's database, there are 59 tracts of land that have different owners along the route. Of this total, there are 28 tracts where parcel acquisition is involved, leaving 18 tracts to be mapped to show existing right of way lines.
 - 3.5.3 Mapping will be completed as a result of coordination efforts with FBC consultant providing abstracting for the Program.
 - 3.5.4 Acquisition of Property – Coordination will be provided and engineering opinions offered to assist others in the acquisition of property, including offering justification for the takings and discussing options, as appropriate. Work may involve making site visits and actual stake-out of property acquisition(s).
 - 3.5.5 Mapping will be produced in MICROSTATION V8 and will conform with TxDOT standard policies and procedures.

- 3.5.6 All right-of-way points of curve, angle points, cut-back corners, parcel owners within acquisition limits and property corners along non-take areas will be monumented with 5/8-inch iron rods, 36-inch long with TxDOT aluminum caps.
- 3.6 Design Surveys
 - 3.6.1 Seek and obtain right of entry from up to 100 private property owners
 - 3.6.2 Establish horizontal and vertical control
 - 3.6.3 Coordinate Aerial Flight to include:
 - a. Layout Center Panels & Off-Site Control
 - b. Layout Wing Panels
 - c. Aerial Flight
 - d. Remove & Discard Panel Material
 - 3.6.4 Control Survey to include:
 - a. GPS Static Survey for Off-Site Control
 - b. Establish Horizontal Position on Center Panels
 - c. Level Loops to Establish Elevation on Center Panels
 - d. Prepare Control Data Sheets
 - e. Prepare Survey Control Map
 - 3.6.5 Supplement Aerial Survey to include:
 - a. Cross Section Verification w/DTM (9 section @ 1 mile interval)
 - b. Survey Aerial void areas or obstructed areas 150' past ROW
 - c. Cross Section – Survey side streets of up to 1,000 feet from centerline
 - d. Utilities – Contact DigTest and Locate Tone Marks, Locate Visible utilities
 - e. Survey Drainage Structures, Infall and Outfall Areas-Size and flowlines of pipes. Includes cross sections of Flewellen Creek-500' upstream and downstream at 100' cross-section intervals.
 - f. Update Aerial Planimetric 2D DGN file, Aerial DTM/Geopak TIN file and 3D DGN file w/new survey data obtained
 - 3.6.6 Stake Project Baseline (Update Control Map)
 - 3.6.7 Tie Bore Holes (Approximately 40 locations)
- 3.7 Utility Coordination and Engineering
 - 3.7.1 Obtain Utility Records and Prepare Inventory
 - 3.7.2 Request and Coordinate Utility Locates
 - 3.7.3 Underground Utility Identification and Mapping
 - 3.7.4 Overhead Utility Identification and Mapping
 - 3.7.5 Prepare Utility Verification Letters

- 3.7.6 Coordinate and Attend Utility Coordination Meetings
- 3.7.7 Develop Utility Layout Plan Sheets
- 3.7.8 Develop & Coordinate SUE Work Plan
- 3.7.9 Prepare Existing Utility Layout
- 3.7.10 Prepare Potential Conflict Location Datasheet
- 3.7.11 Utility Conflict Resolution / Set Utility Alignment Assignment
- 3.7.12 Review of Utility's Proposed Adjustments
- 3.7.13 Utility Resolution /Proposed Utility Layout
- 3.7.14 Review PS&E Packages in relation to Utilities
- 3.8 Roadway Design Controls
 - 3.8.1 Prepare Project Layouts and Alignment Data Sheets
 - 3.8.2 Prepare Existing and Proposed Typical Sections of roadway elements
 - 3.8.3 Prepare Plan and Profile sheets showing horizontal and vertical geometry for all roadway elements including mainlanes, frontage roads, and side streets
 - 3.8.4 Prepare Intersection layouts
 - 3.8.5 Prepare Superelevation profiles
 - 3.8.6 Prepare Demolition plans
 - 3.8.7 Prepare Design cross sections including earthwork calculations
 - 3.8.8 Prepare Miscellaneous Roadway Details
 - 3.8.9 Prepare Roadway General Notes, Standards, and Specifications
 - 3.8.10 Prepare Quantities
 - 3.8.11 Prepare Summary Tables
- 3.9 Traffic Control Plan
 - 3.9.1 Prepare Overall TCP Phasing
 - 3.9.2 Prepare layouts depicting advance warning signs for each phase
 - 3.9.3 Prepare for and participate in TxDOT TCP workshop, including roll plot exhibits of each phase of the project
 - 3.9.4 Coordinate with schools, emergency services, business, and US Post Office
 - 3.9.5 Prepare layouts for Temporary Shoring for each phase of construction
 - 3.9.6 Prepare temporary Detour Layouts
 - 3.9.7 Prepare TCP layouts including Typical Sections
 - 3.9.8 Prepare phasing layouts for intersections
 - 3.9.9 Design temporary drainage and SWPPP elements for each phase of construction

- 3.9.10 Prepare cross sections for each phase of construction
- 3.9.11 Prepare Traffic Control General Notes, Standards, and Specifications
- 3.9.12 Prepare Quantities
- 3.9.13 Prepare Summary Tables
- 3.10 Pavement Marking, Signing, and Signals
 - 3.10.1 Prepare pavement marking, delineator, and object marker plans
 - 3.10.2 Prepare Signing layouts to include:
 - a. Existing Large and Small Signing Inventory
 - b. Large and Small Signing Layouts
 - c. Proposed Guidesign Elevations
 - d. Proposed Guidesign Details
 - e. Large, Small, and Overhead Sign Summary
 - 3.10.3 Signal Design
 - a. Traffic Signal Warrants (4 locations)
 - b. Existing Signal Inventory
 - c. Traffic Signal Existing Conditions
 - d. Traffic Signal Proposed Conditions
 - e. Prepare Temporary and Proposed Traffic Signal Layouts
 - 3.10.4 Prepare Details
 - 3.10.5 Prepare General Notes, Standards, and Specifications
 - 3.10.6 Prepare Quantities
 - 3.10.7 Prepare Summary Tables
- 3.11 Drainage Design
 - 3.11.1 Review and Confirm Hydraulic Design from Schematic and Hydraulic Impact Report
 - 3.11.2 Develop proposed Winstorm Model and Perform final drainage calculations
 - 3.11.3 Prepare Overall Drainage Area Maps
 - 3.11.4 Prepare System Drainage Area Maps
 - 3.11.5 Prepare Ditch Plan and Profile sheets
 - 3.11.6 Prepare Storm Sewer Plan and Profile sheets
 - 3.11.7 Prepare Storm Sewer Lateral sheets
 - 3.11.8 Prepare Hydraulic Data sheets
 - 3.11.9 Prepare design of Offsite Detention Pond
 - 3.11.10 Prepare SWPPP and layout sheets

- 3.11.11 Prepare Miscellaneous Drainage Details
- 3.11.12 Prepare Drainage General Notes, Standards, and Specifications
- 3.11.13 Prepare Quantities
- 3.11.14 Prepare Summary Tables
- 3.12 Bridge Design
 - 3.12.1 Prepare Bridge layouts
 - 3.12.2 Prepare Bridge Typical Sections
 - 3.12.3 Prepare Soil Boring Log Sheets
 - 3.12.4 Prepare Foundation Layouts
 - 3.12.5 Prepare Abutment Details
 - 3.12.6 Prepare Bent Details
 - 3.12.7 Prepare Column Details
 - 3.12.8 Prepare Slab Plan
 - 3.12.9 Prepare Framing Plan
 - 3.12.10 Prepare Slab Details
 - 3.12.11 Prepare Beam Designs
 - 3.12.12 Prepare Aesthetic Details
 - 3.12.13 Prepare Lighting Details
 - 3.12.14 Prepare Drainage Details
 - 3.12.15 Prepare Miscellaneous Structural Details
 - 3.12.16 Prepare Structural General Notes, Standards, and Specifications
 - 3.12.17 Prepare Quantities
 - 3.12.18 Prepare Summary Tables
- 3.13 Retaining Wall Design
 - 3.13.1 Prepare Retaining Wall Plan & Profile sheets
 - 3.13.2 Prepare Miscellaneous Retaining Wall Details
 - 3.13.3 Prepare Retaining Wall General Notes, Standards, and Specifications
 - 3.13.4 Prepare Quantities
 - 3.13.5 Prepare Summary Tables
- 3.14 Illumination
 - 3.14.1 Prepare Lighting Layouts
 - 3.14.2 Prepare Underpass Lighting
 - 3.14.3 Prepare Electrical Service Data
 - 3.14.4 Prepare Circuit Diagrams

- 3.14.5 Prepare Load Analysis
- 3.14.6 Prepare Miscellaneous Illumination Details
- 3.14.7 Prepare Illumination General Notes, Standards, and Specifications
- 3.14.8 Prepare Quantities and Summary Tables

Attachment B

FM1093 WESTPARK PROGRAM

NOVEMBER 2011
DEC # 0045.93

| WORK ELEMENT | Proposal from Engineers 10/24/11 |
|--|--|
| Pre-Award Costs - Not included in Mgmt & Eng Total | |
| Dannenbaum | \$ 100,000.00 |
| Advanced Planning | |
| Environmental/NEPA (Jacobs) | \$ 189,506.00 |
| Schematic Design (Klotz) | \$ 170,320.00 |
| Drainage Impact Report (Klotz) | \$ 180,220.00 |
| Management & Engineering | |
| Management (DEC) | \$ 1,126,445.09 |
| Segment D Design (Costello) | \$ 925,000.00 |
| Segment C Design (BBI) | \$ 925,000.00 |
| Segment B Design (Halff) | \$ 350,000.00 |
| TCP Design (Klotz) | \$ 276,940.00 |
| Traffic Engineering (Teds-Signing & Signals) | \$ 208,176.00 |
| Construction Management, Inspection & Mat'l Testing | |
| Description of work & costs to be part of release of subsequent Steps | TBD |
| Extras | |
| Survey (Weisser) | \$ 275,000.00 |
| ROW Parcel Mapping (Weisser) | \$ 90,000.00 |
| Geotechnical (HTS) | \$ 100,000.00 |
| Utility Coordination (DEC) | \$ 180,017.37 |
| Direct Expenses | \$ 60,000.00 |
| Management & Engineering Total | \$ 5,156,625.00 |

11/4/2011

ATTACHMENT C-1
WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section XIX of Professional Engineering Services Agreement entered into by and between Fort Bend County, and _____ (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, B 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 B, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

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)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

LIST OF EXHIBITS

| | |
|-----------|----------------|
| Exhibit A | Scope of Work |
| Exhibit B | Labor Estimate |
| Exhibit C | Schedule |

**ATTACHMENT C-2
SUPPLEMENTAL WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and _____ (the Engineer).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

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

FORT BEND COUNTY, TEXAS

THE ENGINEER

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)