

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
FORT BEND COUNTY PRECINCT 4 TRAILS MASTER PLAN**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and SWA Group, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide certain professional services in connection with the Fort Bend County Precinct 4 Trails Master Plan under Mobility Bond Project No. 17420x, (hereinafter “Services”); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services to County as described in the proposal dated March 11, 2020, attached hereto as Exhibit A and incorporated herein for all purposes.

Section 2. Personnel

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

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-three thousand two hundred twenty dollars and no/100 (\$63,220.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written agreement executed by the parties.

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of sixty-three thousand two hundred twenty dollars and no/100 (\$63,220.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed sixty-three thousand two hundred twenty dollars and no/100 (\$63,220.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2021. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant 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. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant 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. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

10.1.2 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.

10.1.3 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.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant 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 11. Indemnity

CONTRACTOR SHALL INDEMNIFY COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT TO THE EXTENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

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

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

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

12.5 Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

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

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

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

Consultant: SWA Group, Inc.
712 Main Street, 6th Floor
Houston, Texas 77002

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant 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 by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Contractor represents to County that Consultant has the skill and knowledge ordinarily possessed by members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence so that the Services provided hereunder will be performed and delivered in accordance with the prevailing professional standards.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County’s sovereign immunity.

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

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

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

KP George, County Judge


Authorized Agent – Signature

Date

JAMES VICK
Authorized Agent – Printed Name

ATTEST:

PRINCIPAL
Title

Laura Richard, County Clerk

31 MARCH 2020
Date

APPROVED:

J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A

SWA Houston

The Jones on Main
712 Main St
6th Floor
Houston, Texas
77002
+1.713.868.1676
www.swagroup.com

11 March 2020

Rick J. Staigle, PE, PTOE
First Assistant County Engineer
Fort Bend County
301 Jackson Street
Richmond, TX 77469

Re: Fort Bend County Precinct 4 Trails Master Plan, Fort Bend County, Texas
FBCt001

Dear Rick:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above. SWA understands that Precinct #4 would like to create a conceptual trails master plan and identify sub projects for the upcoming bond election for Fall 2020 (the "Project"). With this objective in mind, the Client wishes to sub-contract certain tasks associated with this Project to SWA.

This Agreement is by and between SWA Group's Houston Office ("SWA"), a California corporation, and Fort Bend County Precinct 4 ("Client"), Fort Bend County, Texas.

I. SCOPE OF SERVICES

- A. SWA will work with the Precinct and other identified consultants as described in the tasks below:
 - 1. Site Reconnaissance: SWA will prepare for and conduct a site visit with Precinct # 4 personnel to observe and record existing conditions and discuss ideas for the proposed improvements
 - 2. Data Collection / Review / Owner Meeting # 1 (Phone Conf.): SWA will collect from the Client whatever relevant information is available in terms of existing and proposed plans and other data including, but not limited to: mobility, drainage, parks, community assets & destinations, trails, and transit. As it relates to the proposed trails system, SWA will review the preliminary assessment of these materials on a phone conference with the Client. Information gaps, if any, will be identified and follow-up actions determined at the direction of the Client.
 - 3. High-Level Opportunity Trail Concept Plan: SWA will prepare a concept plan documenting possible trail connections including off-street, in public ROW, and on-street opportunities for a connected trail network within the study area. Documentation will include, but not limited to: an overall network plan, plan enlargements, and cross sections, as appropriate.
 - 4. Trail Concept Plan Review / Coord. with EPIC / Owner Meeting #2 (In-person): SWA will present in-person the preliminary design recommendations to the Client and receive comments. The design recommendations will be in the form of a conceptual plan (in electronic PDF format suitable for printing at 11"x17" and 24"x36") illustrating and noting the proposed improvements. SWA will also coordinate with EPIC Transportation Group, LP,



during the course of the work.

5. Trail Plan Concept Refinements / Final Concept Plan Documentation: Following the comments received from the Client, SWA will then make the requested revisions (one round only) to the proposed plan and submit the final design recommendation document (in electronic PDF format suitable for printing in an 8-1/2 " x 11" booklet format with exhibits at 11"x17" and 24"x36").
6. Public Meeting: Preparation, Attendance, and Summary: SWA will coordinate with Precinct 4 and EPIC for a public meeting tentatively scheduled for June, 2020. SWA will format SWA's work for presentation at the meeting (powerpoint and/or printed boards), attend the meeting, and document trail outcomes. Meeting organization, logistics, venue, guest services and other details will be the responsibility of others.
7. Trail Bond Budgeting / Coord. with EPIC / Owner Meeting #3 (In-person): SWA will attend a meeting with EPIC and the Client to determine an approach to identifying sub-projects for implementation to determine budgets for each.
8. Trail Bond Plan (Up to 2 Projects): Per Owner Meeting #3, SWA will take two (2) projects that are identified as good candidates for the Bond election and develop them to a level sufficient to identify implementation and budgeting criteria.
9. Trail Bond Plan Review / Coord. with EPIC / Owner Meeting #4 (In-person): SWA will present the two (2) Bond projects to the Client and receive feedback and refine the plans per the received feedback (one round only).
10. Trail Bond Plan / Cost Estimates: SWA will create estimates of probable cost for each of the two (2) Bond projects.
11. Trail Bond Plan Refinements / Final Bond Plan Documentation: Based on feedback from the Client, SWA will make revisions to the two (2) Bond projects and cost estimates (one round only) and create final documentation (in electronic PDF format suitable for printing in an 8-1/2 " x 11" booklet format with exhibits at 11"x17" and 24"x36").
12. Incidental Coordination / Meeting Allowance: SWA will meet/coordinate with the Client, EPIC, or other entities as needed during the course of items 1-11 up to the maximum amount defined per the attached fee estimate for this item.

SCHEDULE

SWA proposes to complete the work described above within six (6) months from receiving a signed agreement / notice to proceed.

SWA understands there will be a community meeting in June and a Bond vote in September which form the major milestones for the proposed work. SWA understands that items 1-6 will be completed by June 2020 and items 7-11 will be completed by September 2020.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum of \$63,220. Fees shall be billed monthly based upon percentage of completion. Reimbursable expenses for travel and in-house photo copies and plots are included in the fee.

ADDITIONAL SERVICES

Additional Services are services other than those listed under Basic Professional Services. Upon Client's approval Additional Services shall be provided on a time basis computed by number of hours spent in connection with referenced project. The following is a list of principal(s) committed to this project:

| Principals | Rate / Hour |
|-------------------|--------------------|
| Robinson | \$165 |
| Vick | \$245 |

Other principals, if used on this project, have rates ranging from \$210 to \$325 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Other employee time shall be charged at a multiple of two and one-half (2.5) times Direct Personnel Expense.

OTHER TERMS AND CONDITIONS

Accounts are payable net 30 days from date of invoice at our offices in Sausalito, California. A cash discount of one percent (1%) of invoice amount may be taken on accounts paid within 30 days of invoice date. A service charge will be applied to all accounts not paid within 60 days of invoice date in the amount of one-and-one-quarter percent (1.25%) of invoice amount per month (15% annual rate).

SWA shall have the right to suspend services on this project if (a) client fails to make payments when due or otherwise is in breach of this agreement; or (b) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.

If SWA is authorized to commence and/or continue providing the services described above, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

This Agreement binds SWA and Client and their successors, assigns and partners. Neither party shall assign nor transfer his interests, rights, nor obligations in this Agreement without the written consent of the other party hereto.

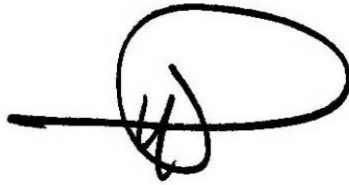
There are no understandings or agreements except as herein expressly stated with respect to the subject matter herein. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

It is understood that these services may be terminated upon ten (10) days' written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above. This proposal shall be considered revoked if acceptance is not received within 90 days of the date hereof.

We would be pleased to answer questions you may have or to clarify the various points above. If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP



James Vick, AIA
Principal
Architect, TX License #10477
Architects are licensed by the State of Texas



Michael Robinson, PLA, ASLA
Associate Principal
Landscape Architect, TX License #3056
Landscape Architects are licensed by the State of Texas

Accepted: Fort Bend County Precinct 4

By: _____

Title: _____

Date: _____

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Fee Estimate

FORT BEND COUNTY / PRECINCT # 4

Project Name: Precinct 4 Trail Plan

Date: 2020 March 11

SWA Group

Project Number: FBCT001

Hourly Rates:

Design Principal \$ 245
 Senior Landscape Architect \$ 165
 Landscape Architect \$ 105

| Task | Design Principal | | Senior LA | | Landscape Arch | | Subtotal | |
|--|------------------|------------------|------------|------------------|----------------|------------------|------------|------------------|
| | Hours | Fee | Hours | Fee | Hours | Fee | Hours | Fee |
| CONCEPTUAL DESIGN | | | | | | | | |
| 1 Site Reconnaissance | 8 | \$ 1,960 | 8 | \$ 1,320 | 8 | \$ 840 | 24 | \$ 4,120 |
| 2 Data Collection / Review / Owner Mtg. #1 (Phone Conf.) | 4 | \$ 980 | 8 | \$ 1,320 | 12 | \$ 1,260 | 24 | \$ 3,560 |
| 3 High-Level Opportunity Trail Concept Plan | 10 | \$ 2,450 | 28 | \$ 4,620 | 40 | \$ 4,200 | 78 | \$ 11,270 |
| 4 Trail Concept Plan Review / Coord. W EPIC / Owner Meeting #2 (In-person) | 4 | \$ 980 | 12 | \$ 1,980 | 16 | \$ 1,680 | 32 | \$ 4,640 |
| 5 Trail Concept Plan Refinements / Final Concept Plan Documentation | 4 | \$ 980 | 4 | \$ 660 | 12 | \$ 1,260 | 20 | \$ 2,900 |
| 6 Public Meeting: Preparation, Attendance, & Summary | 4 | \$ 980 | 4 | \$ 660 | 12 | \$ 1,260 | 20 | \$ 2,900 |
| 7 Trail Bond Budgeting / Coord. W EPIC / Owner Meeting #3 (In-person) | 4 | \$ 980 | 4 | \$ 660 | 2 | \$ 210 | 10 | \$ 1,850 |
| 8 Trail Bond Plan (Up to 2 projects) | 10 | \$ 2,450 | 36 | \$ 5,940 | 48 | \$ 5,040 | 94 | \$ 13,430 |
| 9 Trail Bond Plan Review / Coord. W EPIC / Owner Meeting #4 (In-person) | 4 | \$ 980 | 4 | \$ 660 | 12 | \$ 1,260 | 20 | \$ 2,900 |
| 10 Trail Bond Plan / Cost Estimates | 2 | \$ 490 | 6 | \$ 990 | 12 | \$ 1,260 | 20 | \$ 2,740 |
| 11 Trail Bond Plan Refinements / Final Bond Plan Documentation | 4 | \$ 980 | 18 | \$ 2,970 | 24 | \$ 2,520 | 46 | \$ 6,470 |
| 12 Incidental coordination /meeting allowance | 4 | \$ 980 | 10 | \$ 1,650 | 2 | \$ 210 | 16 | \$ 2,840 |
| Expenses | | | | | | | | \$ 3,600 |
| Total Labor | 62 | \$ 15,190 | 142 | \$ 23,430 | 200 | \$ 21,000 | 404 | \$ 63,220 |