

STATE OF TEXAS §  
COUNTY OF FORT BEND §

FIRST EXTENSION TO AGREEMENT FOR REGIONAL EMERGENCY PUBLIC INFORMATION SITE DEVELOPMENT PURSUANT TO RFP 15-087

THIS EXTENSION, 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 Resource Data Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Regional Emergency Public Information Site Development Pursuant to RFP 15-087 (the "Agreement," attached as Exhibit A) on or about October 6, 2015; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:


NOW, THEREFORE, the parties do mutually agree as follows:

1. Section 5. Time of Performance is hereby amended to read:  
"Contractor shall perform Services in accordance with the Project timeline established in Exhibit A and shall complete all tasks without delay with a final completion to occur on or before December 18, 2015."

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge  
11-24-2015

RESOURCE DATA, INC.

  
Authorized Agent- Signature

Dennis Wheeler  
Contracts Administrator

11-18-15  
Date

ATTEST:

  
Laura Richard, County Clerk



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 194,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

# EXHIBIT A

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**AGREEMENT FOR REGIONAL EMERGENCY PUBLIC INFORMATION SITE DEVELOPMENT  
PURSUANT TO RFP 15-087**

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 Resource Data Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

**WITNESSETH**

WHEREAS, County desires that Contractor provide Regional Emergency Public Information Site Development services (hereinafter "Services") pursuant to RFP 15-087; and

WHEREAS, Contractor 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**

Contractor shall render Services in accordance with Exhibit A to this Agreement.

**Section 2. Personnel**

- A. Contractor 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 Contractor 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.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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**

- A. Contractor'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 one hundred and ninety-four thousand dollars and 00/100 (\$194,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. All performance of the Scope of Services by Contractor 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.
- C. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices 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**

- A. Contractor 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 one hundred and ninety-four thousand dollars and 00/100 (\$194,000.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred and ninety-four thousand dollars and 00/100 (\$194,000.00).

### **Section 5. Time of Performance**

Contractor shall perform Services in accordance with the Project Timeline established in Exhibit A and shall complete all tasks without delay with a final completion to occur on or before November 30, 2015.

### **Section 6. Modifications and Waivers**

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

- B. 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.
- C. 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**

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Contractor 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.
  - 2. If, after termination, it is determined for any reason whatsoever that Contractor 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 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor 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. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor 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. Contractor shall promptly furnish all such data and material to County on request.

## **Section 9. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor 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**

- A. Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. 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.
  3. 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.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each

occurrence combined single limit for Bodily Injury and Property Damage combined.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor 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 the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

**Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND 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 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**

- A. Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available

- document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor 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. Contractor 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.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor 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. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Contractor**

- A. In the performance of work or services hereunder, Contractor 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.
- B. Contractor 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**

- A. 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).
- B. 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 Office of Emergency Management  
Attn: Emergency Management Coordinator  
307 Fort Street  
Richmond, TX 77469-7728

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

Contractor: Resource Data Inc.  
11200 Westheimer Rd. #910  
Houston, TX 77042

C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

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.
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**

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

**Section 16. Performance Warranty**

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

- A. 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.

- B. Neither party may delegate any performance under this Agreement.
- C. 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 Contractor 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 Contractor 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**

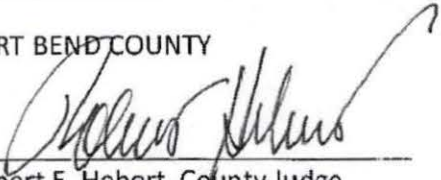
The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 24. Conflict**

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

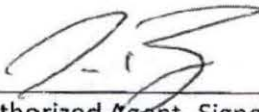
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 6 day of October, 2015.

FORT BEND COUNTY



Robert E. Hebert, County Judge

RESOURCE DATA INC.



Authorized Agent- Signature

Jim Rogers

Authorized Agent- Printed Name

President

Title

9/24/15

Date

ATTEST:



Laura Richard, County Clerk



APPROVED:



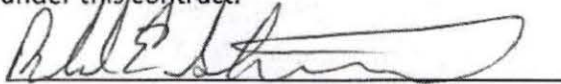
Jeff D. Braun

Emergency Management Coordinator

Exhibit A: Statement of Work dated August 13, 2015

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$194,000<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

I/AGREEMENTS/2016/PURCHASING 9.24.15 MTR

# EXHIBIT A

## Statement of Work

Dated August 13, 2015



## STATEMENT OF WORK

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### 1.0 General

This Statement of Work ("SOW") is made a part of, and is subject to the terms and conditions of, the Resource Data, Inc. (RDI) Professional Services Agreement ("Agreement") dated \_\_\_\_\_. The following are incorporated in and made part of this SOW:

Fort Bend County RFP 15-087  
RDI Proposal dated August 13, 2015

### 2.0 Description of Services

The Fort Bend County Office of Emergency Management (OEM) maintains approximately 40 active regional emergency public information sites utilizing The PIER Systems, Inc. (PIER) platform. OEM is interested in upgrading these sites to a more modern platform that meets modern expectations for usability and has the ability to scale to meet future needs. To accomplish the PIER system modernization goals, OEM requires RDI to

1. Learn the Houston Urban Area Security Initiative (UASI) Region.
2. Learn the PIER Administrative interface.
3. Review the Regional Joint Information Center (JIC) Site for modernity and scalability.
4. Develop a process for updating each of the 40 active PIER sites.
5. Review and finalize project plan with the Regional Administrator.
6. To finalize each site, OEM has outlined minimum steps within the RFP section 8.2.6, including, but not limited to:
  - a. Gathering information regarding desired layout
  - b. Launching Sandbox from Regional JIC site
  - c. Modifying the template to match agency styles
  - d. Building out folder structure, including Archive
  - e. Demonstrating site progress
  - f. Acquiring layout sign-off
  - g. Migrating documents
7. Facilitate bi-weekly calls updating OEM on project progress.
8. Review site changes with system administrator.

**Due to the reduced timeframe in which to complete the work, RDI will work with Fort Bend County to prioritize which sites to address.**

### 3.0 RDI Responsibilities

#### Phase 1 Planning, Analysis and Design

We will gather and analyze requirements at both the regional and site levels. We will finalize designs in coordination with the Regional Administrator.

The project plan will be iteratively elaborated with detailed goals as regional and site-level requirements are approved by the County. We will present the results of our analysis for review by the Regional Administrator and other stakeholders.

#### Deliverables

- 1) Regional Site Update Plan
- 2) Requirements and Design documents for the region as a whole and for each site
- 3) Scalability and Modernity Document

At the conclusion of this phase, RDI and Fort Bend will agree to a prioritized list of sites to address.

### **Phase 2 Development**

As the analysis and design is completed for each site, our developers will complete project tasks as established in the project plan for that site. We will launch the test environment, Sandbox, then make changes and updates to the existing site template as required. The site's formatting will be modified and some JIC data will be migrated by our developers to demonstrate the site's functionality.

#### **Deliverables**

- 1) Learn PIER Administrative interface and UASI region
- 2) Folder Structure Architecture Document
- 3) Site Layout Document
- 4) Technical Documentation

### **Phase 3 Testing and Deployment**

User Acceptance Testing (UAT) is one of the final test cycles and is hopefully anticlimactic. UAT is the final validation of the development performed up until this point. Developers will provide support by fixing bugs and helping to validate test results. Deployment of new sites will take place after a demonstration to the site owner and layout completion sign-off. Deployment will include document migration and conclude with notification to the Regional Administrator of the old and new site number, site name and URL, start and completion dates, and hours used.

#### **Deliverables**

- 1) Demonstrations with some site documents migrated
- 2) Remaining documents migrated
- 3) Site moved to production

### **Phase 4 Project Management**

Project management begins with project planning, extends throughout the project to ensure all components are completed according to schedule, and ends with the completion of project close. Communication is a major aspect of our project management process. It takes place in many forms, from formal status reporting to casual stand-up meetings.

Communications for this project include:

- 1) Daily planned stand-up meetings for the development team
- 2) Weekly planned status reports and meetings
- 3) Bi-weekly calls to update the Regional Administrator
- 4) Meetings with the System Administrator to review site changes
- 5) Ad hoc, face-to-face, conference calls, and web-based meetings
- 6) Task tracking using RDI's Project Track
- 7) Direct access to our business systems by County staff to track budgets and issues

Status reports will be tailored to the County's reporting needs. We have standard templates combined with a customizable reporting environment that allows us to generate project-specific reports. We can include graphs, charts, burn rates, key issues, project progress, hours, and other factors.

#### **Deliverables**

- 1) Project Plan
- 2) Final Project Documentation
- 3) Project Close Out

## **4.0 Client Responsibilities**

- Provide access to existing data files as needed
- Provide access to client computer systems during normal working hours if required.
- Provide software license for software to be used on/for Client machine if required.
- Verification that Client has full and complete legal rights to any materials provided to RDI.

## **5.0 Deliverable Materials**

All source code and documentation developed under this project.

## 6.0 Assumptions and Project Schedule

Project must be completed by November 30, 2015.

The defined project approach and estimated cost and schedule are based on the following assumptions:

1. Client staff will be accessible and available
2. We will conduct up to 4 hours of interviews for requirements for each site
3. We will have timely access to the development system, software, and documentation
4. The current sites meet accessibility best practices and ADA section 508
5. There is one master template per site
6. Graphics will be provided by the client
7. There are approximately 40 regional sites to update. The actual number of sites to be updated will be based on available staffing and time available considering project end date of November 30, 2015.

### Note:

This project originally scheduled for 7 months was requested by the client to be performed in an accelerated timeframe of two months. The scope will be adjusted based on available time. A start date of October \_\_\_\_\_, 2015 was proposed by Fort Bend County with a completion date no later than November 30<sup>th</sup>, 2015. Project work will commence no later than date of last signature on contract documents. At RDI's option, RDI may start work prior to contract signing. RDI accepts the risk of nonpayment should the contract not be signed.

**Estimated Project Timeline**

<b>Deliverable</b>	<b>Estimated Completion*</b>
Project Plan	2 weeks after project start (APS)
Scalability and Modernity Document	2 weeks APS
Regional Site Update plan	2 weeks APS
Update Site 1 – deliverables for each site includes <ul style="list-style-type: none"> <li>• Learn PIER Admin interface and UASI region</li> <li>• Requirements document</li> <li>• Folder Structure Architecture document</li> <li>• Demonstration with some site documents migrated</li> <li>• Site Layout document</li> <li>• Remaining document migration</li> <li>• Site moved to production</li> <li>• Technical documentation</li> </ul>	1 week APS
Prioritized sites as defined at conclusion of Phase 1– each includes deliverables as listed for Site 1.	Allow ~1 week per 5 sites completed,
Final Project documentation	6 weeks APS

\* Given as time elapsed after project start

\* Client accessibility and availability is critical in meeting the accelerated project schedule of November 30, 2015

## 7.0 Completion Criteria

As determined by client.

## 8.0 Pricing and Payment Schedule

Phase/Task	Estimated Hours	Estimated Cost
1. Planning/Analysis/Design	240	24,000
2. Development	1100	110,000
3. Testing and Deployment	300	30,000
4. Project Management	300	30,000
<b>Totals</b>	<b>1940</b>	<b>194,000</b>

- RDI services for this project will be on a time and materials basis not to exceed \$194,000. It is understood and agreed by the Client and RDI that when a project is based on time and expenses with a not to exceed maximum, all work on the project will cease when the not to exceed maximum is reached, regardless of whether the deliverables have been met and completed. Work will reconvene when client approves additional budget.
- RDI will invoice at the conclusion of Phase 1, and bi-weekly thereafter. Invoice will include detailed information on hours worked by individual.
- Hourly rates for staff will be based on RDI standard rates in effect during the month work is performed. Examples of current rates are:

**Table 1: Standard RDI Rates**

POSITION	RATE (\$/HR)
Sr. Project Manager/Sr. Analyst	\$135
Technical Lead	\$120
Project Manager/Sr. Analyst	\$120
Project Manager/Sr. Designer	\$120
Sr. System Administrator	\$120
Sr. Business Analyst	\$120
Project Manager/Analyst	\$100
Sr. GIS Programmer/Analyst	\$100
Sr. Programmer/Analyst	\$100
System Administrator	\$90
Business Analyst	\$85
GIS Programmer/Analyst	\$85
Programmer/Analyst	\$85
Graphic Designer	\$85
Jr. System Administrator	\$75
Technical Writer	\$65
Project Administrator	\$65

- RDI will invoice once a month based on work performed in previous month.
- RDI will be reimbursed for all non-labor expenses, excluding Program Products, associated with this project at cost plus 15%. (Copies of receipts or other expense documentation will be provided).
- Program Products will be billed as quoted in proposal or, if not quoted in the proposal, based on current vendor pricing.
- Payment terms are net 30. Payments will be made via check unless other arrangements are made with the RDI accounting department. Checks shall be mailed to: Resource Data, Inc., 560 E 34<sup>th</sup> Ave., Suite 100, Anchorage AK 99503. Late payments will accrue interest after 30 days at the lesser of 1.5% per month or the maximum amount allowed by law.

## 9.0 Additional Terms and Conditions

Contact/Coordinators:

- RDI's coordinator for this project will be John Limerick.
- Client's contact/coordinator will be Lachlan Mullen.

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the date and year first written above.

Resource Data, Inc.

Fort Bend County:

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: Dennis Wheeler

PRINTED NAME: \_\_\_\_\_

TITLE: Contracts Administrator

TITLE: \_\_\_\_\_

DATE: 9-22-2015

DATE: \_\_\_\_\_