

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL DESIGN SERVICES
 SOUTH POST OAK SPORTSPLEX BASEBALL FIELDS IMPROVEMENTS**

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 IDG Architects, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide Master Planning and Architectural Design Services for the South Post Oak Sportsplex Baseball Fields Improvements, (hereinafter "Services"); and

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; 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 to County as defined in Contractor's Proposal dated March 5, 2021, (attached hereto as Exhibit A).

Section 2. Personnel

2.1 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.

2.2 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.

Agreement for Professional Architectural Design Services
 South Post Oak Sportsplex Baseball Fields Improvements

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services described in Exhibit A is one hundred eighty thousand dollars and no/100 (\$180,000.00). Travel expenses submitted for reimbursement must be incurred in accordance with County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties.

3.2 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.

3.3 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 staff designated by Parks and Recreations Director, one (1) electronic (pdf) and/or one (1) original copy of invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (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 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 eighty thousand dollars and no/100 (\$180,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 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 eighty thousand dollars and no/100 (\$180,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than September 30, 2022. Contractor 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 thirty (30) days 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 Contractor 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 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.

7.2.2 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 7.1 above.

7.3 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.

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 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. If the County modifies and/or uses the documents for any reason other than their intended use, without Contractor's authorization, the Contractor shall be released from any liability as a result of such action.

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

10.1 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 (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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Professional Liability insurance may be 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 Contractor 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, 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 that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 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.

12.2 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, unless disclosure is required by law or court order, 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; provided however, that Contractor may retain one (1) copy of all work produced which incorporates Confidential Information for internal record-keeping purposes, subject to the terms of this Agreement.

12.3 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.

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

12.5 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 Contractor 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

13.1 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.

13.2 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

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 Parks & Recreation Attn: Director 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street Richmond, Texas 77469
Contractor:	IDG Architects 440 Benmar Drive, Suite 3335 Houston, Texas 77060

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

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. Standard of Care

Contractor represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Contractor shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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 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.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor 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, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor 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, CONTRACTOR 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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.

FORT BEND COUNTY

KP George
County Judge KP George

KP George, County Judge

IDG ARCHITECTS

Ben S. McMillan III

Authorized Agent – Signature

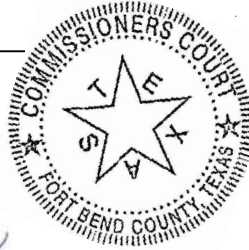
4-7-2021

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



Ben S. McMillan III, AIA

Authorized Agent – Printed Name

Principal in Charge / CEO

Title

03/30/2021

Date

APPROVED:

Darren McCarthy

Darren McCarthy, Parks and Recreation Director

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 180,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A



IDGT

ARCHITECTS

EXPECT MORE THAN GREAT ARCHITECTURE

FORT BEND COUNTY - SOUTH POST OAK PARK
IMPROVEMENTS

March 5, 2021

March 5, 2021



Commissioner Grady Prestage
Precinct 2
301 Jackson St.
Richmond, Texas 77469

Re: Master Planning and Design Services for South Post Oak Improvements

Dear Gentlemen,

On behalf of IDG Architects, we are pleased to submit our proposal to you for the Master Plan and Design of the South Post Oak Baseball Improvements.

Ben McMillan III., AIA, NCARB, NOMA who will be Principal-in-Charge/Designer has provided A/E services for over 25 years.

Our firm believes in the Team Approach which includes the owner, contractor, and the architect's team. Together we identify 1) the problem, 2) develop criteria, needs and goals, 3) Identify alternatives and options, 4) Consensus building.

We understand that there must be clear communication, coordination of all team members involved, understanding the required program, program verification, and management of the schedule and budget.

What benefits are we providing?

- Principal(s) of the firms present through-out the project
- Experience and Understanding to create sustainable buildings
- A team willing to work in a fast paced environment to ensure on time delivery
- A professional and energetic attitude

As an architectural firm, we are architects with large firm experience. Simply stated the IDG Team will do "whatever it takes" to assist you in having the most efficient, functional and well-designed project within scope, time and budget by integrating innovative design and strategies.

We look forward to being of service.

Sincerely,

A handwritten signature in blue ink that reads "Ben S. McMillan III." followed by a horizontal line.

Ben S. McMillan III., AIA, NCARB, NOMA
Principal



AWARDS

- Design Citation, Learning By Design, 2000
- Outstanding Building Award by American Schools and Universities, 2001
- Golden Trowel Award, Honor in CMU, 2001/by Associated Masonry Contractors of Houston
- Design Citation, Learning By Design, 2014
- Stars of Distinction, Exhibit of School Architecture, 2017

Why choose us?

Our firm has over four decades of building commercial, educational, municipal and worship facilities from the ground up, and our experience encompasses all types of construction. We are an award winning architectural firm offering a full-range of architectural services including survey and analysis of existing facilities, design, project management, programming, planning and interiors.

We work shoulder to shoulder with our clients to provide them with the most innovative designs that not only satisfy their goals but touch the lives of the community. Our talented team and expert consultants, (engineers, landscape architects, among others) collaborate on project delivery from the beginning of the project through post construction.

IDG Architect Responsibilities

The Architect shall provide the professional services as set forth in this Agreement.

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

The Architect shall maintain the following insurance for duration of this Agreement. If any of the requirement set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

Insurance

Architect shall carry the following policies:

Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and the aggregated for bodily injury and property damage

Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than Five Hundred Thousand (\$500,000) combined single limit and aggregated for bodily injury and property damage.

The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand (\$500,000).

Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

The Architect shall provide the Owner certificates of insurance evidencing compliance with the requirements in this section. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

Scope of Architectural Basic Services

The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner the Scheduling Consultant a schedule of the Architects services for inclusion in the Project Schedule. The schedule of the Architect's services shall include design milestones dates, anticipated dates when cost estimates or design reviews may occur and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants and (3) for approval of submissions by authorities having jurisdiction over the Project.

Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in the developing and revising the Project schedule as it relates to the Architect's services.

Once the Owner and the Architect agree to the time limits established by the Project Schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

The Architect shall not be responsible for an Owner's directive or substitution made without the Architects approval.

The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Scope of Work

We propose to provide architectural / engineering for the overall Master Plan and design of of South Post Oak Park Improvements.

We propose the following but not limited to program submitted by the owner.

1. Artificial turf on 4 baseball infields and outfields
2. Fencing upgrades
3. New batting cage building
4. Renovation of 2 exiting buildings
5. Parking lot upgrades
6. Cover existing bleachers with new canopy
7. Improvements to drainage
8. Provide new landscaping and trees
9. Upgrade field lighting and add parking lot lights
10. Storage containers for football & baseball
11. Uniform signage for entire complex and directional way finding signage
12. Design new Football/Baseball Practice Training Area
13. Provide access road extension of Hobby Road from Chimney Rock to complex
14. Surveillance cameras for entire complex

Schematic Design Phase Services

The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architects Services.

The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, and budget for the Cost of the Work, Project site and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner (1) any inconsistencies discovered in the information and (2) the information or consulting services that may be reasonably needed for the Project.

The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approached.

Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics in design developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of Work.

The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of Work.

Upon receipt of the Cost Consultant estimates at the conclusion of the Schematic Design Phase, the Architect shall take action as required and request the owner's approval of the Schematic Design Documents. Of revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

Design Development Phase Services

Based on the Owner's approval of the Schematic Design Document and on the owner's authorization if any adjustments in the Project requirements and he budget the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layouts of building systems to fix and describe the size and Character of the Project as to architectural, structural, mechanical and electrical specifications that identify major materials and systems and establish in general their quality levels.

Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the cost consultant to review the Design Development Documents.

Upon receipt of the Cost Consultants estimate at the conclusion of the Design Development Phase, the Architect shall take action and request the Owner's approval of the Design Development Documents. Construction Documents Phase Services

Based on the Owner's approval of the Design Development Documents and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further forth in detail the quality level of materials and systems and other requirements for the construction of the Work.

The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultants. The Architect shall meet with the Cost Consultant to review the Construction Documents.

Upon receipt of the Cost Consultants estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required and request the Owner's approval of the Construction Documents.

Construction Phase Services

The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Owner's Responsibilities

Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirement and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Architect, the owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risk. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include ,as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning the available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project Benchmark.

The Owner shall furnish services of geo-technical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation test, evaluations of hazardous materials, seismic evaluation ground corrosion test and resistivity test, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

The Owner shall furnish test, inspections and reports required by law or the Contract Documents such as structural, mechanical, chemical tests, test for air and water pollution, and test for hazardous materials.

Before executing the Contract for Construction, the Owner shall coordinate the Architect duties and responsibilities set forth in the Contract for Construction with the Architects services set forth in this Agreement. The Owner shall provide the Architects copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

Compensation

1) For the Architect' Basic Services, the Owner shall compensate the architect as follows:

A Lump-Sum Fee of One Hundred and Eighty Thousand Dollars and no cents, (\$ 180,000.00).

The compensation for each phase shall be as follows:

- Schematic Design:	15%
- Design Development:	15%
- Construction Documents Phase:	45%
- Bidding / Negotiation:	5%
- Construction Phase:	20%
- Total Basic Compensation:	100%

The Owner acknowledges that with an accelerated Project delivery or multiple bid packages process, the Architect shall be permitted to invoice monthly in proportion to services in each Phase of Services, as appropriate.

See Attachment "A" for Hourly rates and Propose Project Schedule.

Reimbursable Expenses

- Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
- Transportation and authorized out-of-town travel subsistence
- Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets.
- Fees paid for securing approval of authorities having jurisdiction over the project
- Printing, reproductions, plots standard for documents
- Postage, handling and delivery
- Expense of overtime work requiring higher than regular rates, if authorized by the Owner
- Models, Mock-ups, professional photography and presentation materials requested by the owner
- Architect's Consultants expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits if the Owner request such insurance in excess of that normally carried by the Architects consultants
- All taxes levied on professional services and on reimbursable expenses
- Site office expenses
- Other similar Project related expenditures

Additional Services

- Existing Facilities Surveys
- Site Evaluation and Planning
- On Site Project Presentation
- Telecommunications/Data/Design
- Security Evaluation and Planning
- Commissioning
- LEED Certification

Additional Services may be provided after execution of this Agreement, without invalidating the Agreement Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this shall entitle the Architect to compensation and appropriate adjustment in the Architect's schedule.

Payment Terms

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. One point five per month (1.5%).

The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or offset sums requested by paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in binding dispute resolution proceeding.

Contact us

You can get in touch with us in any of the ways listed below:

By Phone 713-418-0199 (Mobile)
By Office 832-448-2462
By Email bmcmillan@idgarch.com
Website www.idgarch.com

If you would like to proceed with our proposal then you can sign the Terms and Conditions page below and return it to us by email. In any case please feel free to call us to discuss the quote, request more information or for any other reason.

We look forward to hearing from you soon!

Terms and Conditions

The following terms and conditions shall form the basis of a contract between the client and IDG Architects in the event that the client decides to proceed and accepts this proposal:

1. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other Information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
2. The Architect and the Architects' consultants shall be deemed the authors of their perspective Instruments of Service, including Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submissions or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
3. Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of construction, using, maintain, alternating and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instrument of Service solely and exclusively for use in performing services or construction for the Project.
4. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect consultants) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all cost and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity or the extent such costs and expenses arise from the Owner's use of the Instruments of Service

Mediation

5. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or binding dispute resolution.

6. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date stayed pursuant to this section, the parties or court order. If arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon for later proceedings.

7. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement in any court having jurisdiction thereof.

Termination or Suspension

8. If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, at the Architect's option cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven day's written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Miscellaneous Provisions

The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement, Neither the Owner nor the Architect shall assign this

Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution.

If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery presence, handling, removal or disposal of, or exposure of person's to hazardous materials or toxic substances in any form at the Project site.

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional material. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the project.

Exclusions /Information provided by others:

- Geotechnical Reports
- Boundary and Topographical surveys
- Furniture Fixture /Equipment by Owner

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement entered into as of the day and year first written above.

Attachment "A"

Hourly Rates

Principal	\$150.00/hr
Project Manager	\$115.00/hr
ProjectArchitect	\$85.00/hr
CADD III	\$85.00/hr
CADD II	\$70.00/hr
CADD I	\$62.00/hr
Construction Administrator	\$80.00/hr
Administrative	\$45.00/hr



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-732620

Date Filed:
03/30/2021

Date Acknowledged:
04/06/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
IDG Architects, Inc
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Contract 21 - Parks -1000662
Professional Architectural Design Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)