

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES  
 SUNDIAL PARK**

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 RPS Infrastructure, Inc. (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant professional engineering design services for Sundial Park at Trammel-Fresno Road and California in Fort Bend County, Texas (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, 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 defined in the Proposal for Civil Engineering Services dated March 12, 2021, (attached hereto as Exhibit A).

**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 Proposal described in Exhibit A is eighty-seven thousand six hundred forty dollars and no/100 (\$87,640.00). 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 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, Consultant shall submit to County staff designated by Parks and Recreation 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 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 eighty-seven thousand six hundred forty dollars and no/100 (\$87,640.00), 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 eighty-seven thousand six hundred forty dollars and no/100 (\$87,640.00).

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

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than five (5) months thereafter. 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 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 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. If the County modifies and/or uses the documents for any reason other than their intended use, without Consultant's authorization, the Consultant shall be released from any liability as a result of such action.

## **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.

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 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**

**CONSULTANT SHALL INDEMNIFY COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'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, 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. 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; provided however, that Consultant 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 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. The terms and conditions of the Agreement are not proprietary or confidential information.

### **Section 13. Independent Consultant**

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant 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 Parks and 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
Consultant:	RPS Infrastructure, Inc. 575 North Dairy Ashford Houston, Texas 77079

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**

Consultant 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, Consultant 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 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 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, 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.

[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

RPS

*KP George*

*Mike McClung*

County Judge KP George  
\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Authorized Agent – Signature

4.27.2021  
\_\_\_\_\_  
Date

Mike McClung, PE  
\_\_\_\_\_  
Authorized Agent – Printed Name

ATTEST:



Houston Water Office Leader  
\_\_\_\_\_  
Title

*Laura Richard*

04/19/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

*Darren McCarthy* 4/14/2021  
\_\_\_\_\_  
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 \$ 87,640.00 to accomplish and pay the obligation of Fort Bend County under this contract.

*Robert Ed Sturdivant*

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# EXHIBIT A

February 1, 2021  
March 4, 2021\_rev1  
March 12, 2021\_rev2

Mr. Stacy Slawinski, PE  
**Fort Bend County Engineering**  
301 Jackson Street  
Richmond, Texas 77469

Attention: Ike Akinwande, PE

**Re: Proposal for Engineering Services for Sundial Park at Trammel-Fresno Road and California**

Dear Mr. Akinwande,

RPS appreciates the opportunity to provide the Fort Bend County Engineering (Client) with this proposal for professional services for above project. It is our understanding that the Client desires to develop an approximate 2-acre parcel of land at the northwest corner of Trammel-Fresno Road and California Street. The park is intended to be based on a sundial theme with meandering trail and low-maintenance hardscape and landscape. Live oak trees can be provided by the County for the design as needed. The Client would also like to explore the option of head-in parking along California Street.

It is assumed that no detention will be needed for the proposed park as there is regional detention available from the adjacent neighborhood.

## **SCOPE OF BASIC PROFESSIONAL ENGINEERING SERVICES**

RPS is prepared to provide professional engineering services to complete the necessary work described above. The scope of services for various aspects of the project is outlined below.

### **Basic Services**

#### **Task 1 - Concept Phase**

- a. Data Collection – Obtain as-builts, topographic survey, other drawings and reports from the County and adjacent developer pertinent to the site.
- b. Coordinate with sub-consultants.
- c. Visit site to observe conditions and identify any issues in the field.
- d. Prepare one concept alternative for the County to consider.

Mr. Ike Akinwande, PE

February 1, 2021\_rev1 March 4,2021\_rev2 March 12, 2021

- e. Prepare a cost estimate for the alternative.
- f. Prepare concept details package for preferences to be provided by the Client.
- g. Perform QAQC on concept package.
- h. Submit concept layout alternatives and detail package for Client comment.
- i. Attend meeting with Client to discuss comments to the concept submittal. Comments to be incorporated in 75% Submittal.

## **Task 2 - Design Phase**

- a. 75% Submittal
  - i. Prepare 75% design drawings. Sheets to include: Cover & Index, General Notes, Overall Layout, Drainage Area Map, Grading Layout (2), Irrigation Waterline Tap Plan & Profile, Planting and Amenity Plan (2), and applicable details (2). Include an irrigation design-build specification.
  - ii. Prepare 75% Cost Estimate.
  - iii. Perform internal QAQC on 75% submittal.
  - iv. Submit 75% drawings and cost estimate.
  - v. Attend meeting with Client to discuss comments to the 75% design submittal.
- b. 100% Submittal
  - i. Address 75% plan comments from Client and finalize plans.
  - ii. Perform internal QAQC on 100% submittal.
  - iii. Submit Final Design Package to County for approval.
- c. Client to submit plans to TDLR for appropriate reviews.

## **Task 3 – Bidding & Construction Phase**

- a. Bidding
  - i. Attend pre-bid meeting held by Client.
  - ii. Answer questions for Addendums (if needed).
  - iii. Attend bid opening held by Client.
  - iv. Review bids and provide recommendation to Client.
- b. Limited Construction Phase Services (assumes 8 month construction duration)
  - i. Attend pre-con meeting.
  - ii. Respond to submittals.
  - iii. Respond to RFIs.
  - iv. Perform up to one (1) stand-alone field visit and two (2) onsite meetings.
  - v. Attend substantial completion walk and prepare punchlist.
  - vi. Attend final inspection.

Mr. Ike Akinwande, PE  
 February 1, 2021\_rev1 March 4,2021\_rev2 March 12, 2021

## FEES

The fees for each phase of the project are outlined below and will be billed on a Lump Sum Basis through Task 2 and Time & Materials (T&M) for Task 3:

### BASIC SERVICES

<u>Task</u>	<u>Fee Basis</u>	<u>Fee Amount</u>
Task 1 – Concept Phase		
Engineering	Lump Sum	\$ 7,395.00
Landscape Architecture & Irrigation	Lump Sum	\$ 8,750.00
Lighting & Electrical		\$ -
Task 2 – Design Phase		
Engineering	Lump Sum	\$ 20,615.00
Landscape Architecture & Irrigation	Lump Sum	\$ 19,250.00
Lighting & Electrical	Lump Sum	\$ 14,700.00
Task 3 – Bidding & Construction Phase		
Engineering	T&M	\$ 6,230.00
Landscape Architecture & Irrigation	T&M	\$ 6,000.00
Lighting & Electrical	T&M	\$ 3,700.00
RPS Expenses	Lump Sum	<u>\$ 1,000.00</u>
	<b>Grand Total</b>	<b>\$ 87,640.00</b>

A breakdown of the fee estimate is found in Exhibit A. This proposal is based on the following assumptions:

- The County will provide Geotechnical, Topographic and Boundary Survey (in AutoCAD) and Detention information relative to the site.
- All design submittals will be electronic except for one hard copy to be produced for construction.
- Clark Condon will be providing landscape architecture drawings and an irrigation specification for the design-build of an irrigation system.
- Kalluri Engineering will provide lighting and electrical design services.
- Limited bidding and construction phase services in this proposal do not include bid tabulation, meeting minutes or other documentation procedures.

We anticipate design engineering services to be complete within 5 months following authorization. Final approval will be dependent upon comments and review time of applicable agencies. We appreciate the opportunity to submit this proposal to you and look forward to working with you on this important project. If you have any questions or need additional information, please do not hesitate to call Gabriel Odreman, P.E. or me at your convenience.

Sincerely,



Natalie Chaney, P.E., ENV SP  
 Houston Municipal Services & Sustainability Team Leader  
 MM:ng - Attachments

# EXHIBIT A

## BUDGET PLAN

FORT BEND COUNTY SUNDIAL PARK							
	Principal	Senior Project Manager	Project Engineer	Associate Engineer	CADD Tech	Clerical	Cost
	\$ 240.00	\$ 200.00	\$ 145.00	\$ 105.00	\$ 105.00	\$ 75.00	
<b>BASIC SERVICES</b>							
<b>Task 1 - Concept Phase</b>							
a. Data Collection			1	1			\$ 250.00
b. Coordinate with sub-consultants		2	2				\$ 690.00
c. Site Visit		2		2			\$ 610.00
d. Prepare 1 Concept Alternatives		2	6	8			\$ 2,110.00
e. Prepare 1 Concept Cost Estimates		1	4	6			\$ 1,410.00
f. Prepare Concept Details		1		1			\$ 305.00
g. QA/QC		2	2	4		1	\$ 1,185.00
h. Submit to Client							\$ -
i. Attend meeting with Client		2	3				\$ 835.00
<b>Task 1 Subconsultants</b>							
Landscape							\$ 8,750.00
Lighting & Electrical							
<b>Total</b>	<b>0</b>	<b>12</b>	<b>18</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>\$ 16,145.00</b>
<b>Task 2 - Design Phase</b>							
a. 75% Submittal							
i. Prepare 75% drawings							
Cover, Index, General Notes (2)			2	4	4		\$ 1,130.00
Overall Layout		1	2	4	4		\$ 1,330.00
Drainage Area Map		1	8	8	16		\$ 3,880.00
Grading Layout (2)		1	4	4	4		\$ 1,620.00
Irrigation Tap Plan & Profile - RPS (submit to COH)		1	6	16	20		\$ 4,850.00
Standard Details (3)			4		6		\$ 1,210.00
ii. 75% Cost Estimate		1	4	4	4		\$ 1,620.00
iii. QA/QC		2	4	4	4		\$ 1,820.00
iv. 75% Design Review Meeting w/ Client		2					\$ 400.00
c. 100% Submittal							
i. Address 75% Design Comments and Finalize			4	8	8		\$ 2,260.00
ii. QA/QC				2	2		\$ 420.00
iii. Submit 100%						1	\$ 75.00
<b>Task 2 Subconsultants</b>							
Landscape & Irrigation							\$ 19,250.00
Lighting & Electrical							\$ 14,700.00
<b>Total</b>	<b>0</b>	<b>9</b>	<b>38</b>	<b>54</b>	<b>72</b>	<b>1</b>	<b>\$ 54,565.00</b>
<b>Task 3 - Bidding &amp; Construction Phase</b>							
a. Bidding							
i. Pre-Bid Meeting			2				\$ 290.00
ii. Answer Questions		1	2				\$ 490.00
iii. Bid Opening			2				\$ 290.00
iv. Review bids and provide recommendation on award		1	2				\$ 490.00
b. Limited Construction Phase Services (estimated @ 8 months)							
i. Attend Pre-con Meeting			2				\$ 290.00
ii. Submittals		1	4	4			\$ 1,200.00
iii. RFIs		1	4	4			\$ 1,200.00
iv. Field Visits (1) and Meetings (2)		2	4	2			\$ 1,190.00
v. Substantial and Punch List			2	2			\$ 500.00
vi. Final Inspection			2				\$ 290.00
<b>Task 3 Subconsultants</b>							
Landscape & Irrigation							\$ 6,000.00
Lighting & Electrical							\$ 3,700.00
<b>Total</b>	<b>0</b>	<b>6</b>	<b>26</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>\$ 15,930.00</b>
							<b>Expenses \$ 1,000.00</b>
							<b>Basic Services Total \$ 87,640.00</b>

# 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:**  
2021-738692

**Date Filed:**  
04/15/2021

**Date Acknowledged:**  
04/27/2021

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

RPS Infrastructure, 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.**

14209  
RPS - Engineering Services for Sundial Park

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)