

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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 provide professional engineering services for improvements to Belknap Road under Project No. 17211 of the Fort Bend County Mobility Program (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant 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 the professional engineering services as described in Consultant's Scope of Services dated March 15, 2022, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

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

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

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

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is three hundred ninety-eight thousand six hundred sixty-five dollars and no/100 (\$398,665.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

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

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of three hundred ninety-eight thousand six hundred sixty-five dollars and no/100 (\$398,665.00) 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 three hundred ninety-eight thousand six hundred sixty-five dollars and no/100 (\$398,665.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2026. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

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

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

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

Section 7. Termination

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

7.2 Termination for Default

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

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

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

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

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

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

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

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

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 made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

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

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts

to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

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

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

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

Section 13. Independent Consultant

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

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

Section 14. Notices

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

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

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

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

Consultant: RPS Infrastructure, Inc.
575 N. Dairy Ashford, Suite 700
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 exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

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

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

Section 26. Human Trafficking

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

[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 hereto.

FORT BEND COUNTY

RPS INFRASTRUCTURE, INC


County Judge KP George

KP George, County Judge



Authorized Agent – Signature

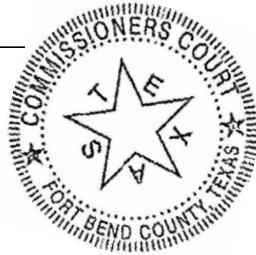
May 3, 2022

Date

Lynn Pipkin, PE

Authorized Agent – Printed Name

ATTEST:



Office Leader - Transport

Title

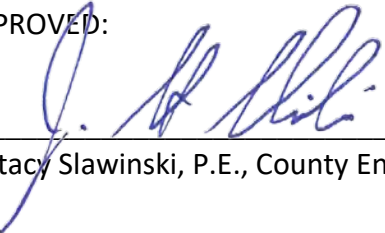


Laura Richard, County Clerk

April 22, 2022

Date


APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 398,665.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

Date: March 15, 2022

Ike Akinwande, P.E.
Fort Bend County Engineering Department
301 Jackson Street Suite 400
Richmond, TX 77469

Re: 17211 Belknap Road Proposal

Dear Mr. Akinwande,

Thank you for the opportunity to submit RPS Infrastructure's proposal for providing professional engineering services to prepare roadway widening and drainage improvements for **Belknap Road from West Belfort to Harris County Line** in Fort Bend County, Texas. The proposal includes a detailed estimate including labor, subconsultant fees and direct expenses. The fee estimate is based on the following information.

Project Understanding

RPS will evaluate the design and plan set produced by EJES (Previous consultant on the project). RPS will finalize the design after redesign of any items and will produce PS&E that will be submitted to the County for 95% and 100% completion. RPS intends to keep the bridge design sub and the signal design job that were originally contracted for this job, while will have no ties with EJES and the TCP sub.

The Belknap Road project will consist of reconstructing approximately 4,450 linear feet of existing 2 lane asphalt roadway to 4 lane divided concrete boulevard including an enclosed drainage system with curb and gutter. The roadway reconstruction will include a bridge replacement over Keegan's Bayou. The project will be designed to meet county design criteria per the updated 2020 mobility design standards. The environmental consultant that reports directly to the county will be responsible for the identification and assessment of any environmental problems associated with the project and RPS will coordinate accordingly.

Scope of Services

Task: 1 Roadway Evaluation and Re-Design (RPS)

- 1.1 Review Existing plans to ascertain what can be re-used for design and how to optimize design for minimal impacts
- 1.2 Create and revise Typical Sections as necessary

Our ref: 17211 Belknap Road

- 1.3 Review and revise demolition plans as necessary
- 1.4 Develop Vertical Alignment to minimize impact to surrounding businesses and allow for proper drainage
- 1.5 Create Roadway Design Plan and Profile Sheets and Details
- 1.6 Create Driveway Layouts, Design Plan and Profile Sheets, and Details
- 1.7 Create Intersection Layout, Design Plan and Profile Sheets, and Details
- 1.8 Review and revise striping plans and layouts and select details
- 1.9 Review current model and revise with new design
- 1.10 Create Cross sections and earthwork sheets from updated model
- 1.11 Create quantity summary sheets and cost estimate for new design
- 1.12 Project Management and coordination meetings

Task: 2 Drainage Evaluation and Re-Design (CivilTech)

- 2.1 Design enclosed drainage system with inlet and gutter connections
- 2.2 Review and revise drainage area maps
- 2.3 Create drainage calculations based on drainage areas and new design
- 2.4 Design temporary drainage plans
- 2.5 Create quantity summary sheet and cost estimate for new design
- 2.6 Attend coordination meetings and provide project management

Task: 3 Bridge Crossing Impact Analysis (CivilTech)

A Drainage Impact Analysis of the proposed bridge crossing of D118-00-00 will be performed, and a Drainage Report will be prepared and submitted to the Fort Bend County Drainage District for review and approval. The Drainage Impact Study will include the following:

- 3.1 Attend coordination meetings with Fort Bend County, RPS and structural design team.
- 3.2 Perform data collection and field site visit.
- 3.3 Determine the drainage areas for channel D118-00-00 based on LIDAR topography, topographic survey and Fort Bend County drainage criteria. Determine the peak flows and flow hydrographs associated with the determined drainage areas.
- 3.4 Develop an existing condition HEC-RAS model of D118-00-00 based on LiDAR data, survey data and record drawings.
- 3.5 Develop a proposed condition HEC-RAS model based on the proposed bridge design.
- 3.6 Optimize the bridge design to make sure the bridge results in no adverse impact to existing conditions.
- 3.7 Prepare a drainage report (draft and final) detailing findings utilizing Fort Bend County criteria to establish pre and post improvement conditions and identify how potential impacts are addressed.

Task: 4 Bridge Design and Sheets Revision (Jaymark)

- 4.1 Revise previously produced bridge design sheets to match new profile developed by RPS.
- 4.2 Revise trail under the bridge.

Deliverables

A 95% submittal will be provided to the County for review and comments. A Final 100% submittal will be provided and consist of one signed and sealed set of 11x17 drawings as well as a PDF submittal of the drawings, specifications, and estimates. Final design efforts will be considered complete when the County has approved the documents as evidenced by the County Engineer's signature on the drawings.

Basis of Estimate

The estimate is based on the tasks mentioned above. Modifications to the tasks after confirmation will be deemed to be additional services and will require subsequent authorization from the Client.

Additional Services

Any additional meetings (including attendance at public meetings) not specifically defined in the scope of services will be at the direction of the Client or Client's representative and will be performed on an hourly fee basis. RPS could be authorized by FBC to perform such additional services under existing separate contracts.

Exclusions

This scope of services does not include the following:

- Survey Data – This has already been provided by a subconsultant
- Geotechnical Services – this data and pavement design has already been provided by Fort Bend County
- Construction Administration, Management, or Inspection Services
- Public involvement and additional meetings beyond those specifically noted in this scope
- Design services beyond those specifically stated in this scope, including revisions to plans after final submittal and approval
- Any other item not specifically listed in the Scope of Services

These services, if required, and upon agreement from the Client, will be performed as an additional service.

Project Schedule

RPS Infrastructure will commence work upon receipt of signed authorization from the Client. Final sheets will be provided within 4 months. Client review times are beyond the control of RPS Infrastructure. RPS Infrastructure will respond to any comments from the Client in a timely manner after receipt of said comments and prepare documents for final submittal.

Our ref: 17211 Belknap Road

Summary of Cost

The summary of cost for providing services described is shown below.

Task	Method of Compensation	Amount
Task 1 – Roadway Evaluation and Re-Design	Lump Sum	\$257,405.00
Task 2 – Bid and Construction Phase Services	T&M	\$20,000.00
Task 2 – Drainage Evaluation and Re-Design	Lump Sum	\$82,940.00
Task 3 – Bridge Crossing Impact Analysis	Lump Sum	\$35,320.00
Task 4 – Bridge sheets Revision	Lump Sum	\$3,000.00
Total Estimated Cost		\$398,665.00

Except as noted below, all invoices will be prepared monthly and are due and payable within 30 days of receipt. All data collection services will be invoiced upon completion. Once the final plans are submitted for final review, the project will be considered complete and invoiced accordingly.

In closing, we appreciate the opportunity to provide this proposal and are available at your convenience to answer any questions. Feel free to call me at any time 281-589-7257.

Yours sincerely,
for RPS Infrastructure, Inc

Gabriel Odreman, PE, PMP
Project Manager
Gabriel.odreman@rpsgroup.com

Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet (Belknap Rd)

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	GIS SPECIALIST	CADD MANAGER	SENIOR DESIGNER	DESIGNER	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	SENIOR ENVIRONMENTAL PLANNER	ENVIRONMENTAL PLANNER	CLERICAL	TOTAL HOURS	Task Total	NO OF DWGS	LABOR HRS PER SHEET SHT
1. Preliminary Design (LS)																				
Establish a Typical Cross Section																	0	\$ -		
Determine ROW Acquisition Needs																	0	\$ -		#DIV/0!
Determine Potential Conflicts with existing facilities & utilities																	0	\$ -		#DIV/0!
Identify Critical Path Items																	0	\$ -		#DIV/0!
Identify Problem Areas and Potential Resolutions																	0	\$ -		#DIV/0!
Site Visit																	0	\$ -		#DIV/0!
Prepare a Construction Cost Estimate																	0	\$ -		#DIV/0!
Prepare 30% Plans																	0	\$ -		#DIV/0!
Utility Coordination																	0	\$ -		#DIV/0!
Topographic Survey																	0	\$ -		#DIV/0!
Control & Monumentation - Prepare Survey Control Map																	0	\$ -		#DIV/0!
Geotechnical Investigation																	0	\$ -		#DIV/0!
Project Management & Meetings (3 Months Typical)																	0	\$ -		#DIV/0!
Preliminary Phase Expenses																	0	\$ -		#DIV/0!
2. Final Design (LS)																				
Cover Sheet & Index				2			10										12	\$ 1,630.00	2	6.00
General Notes					12		24										36	\$ 4,980.00	3	12.00
Quantities (Summary Sheets - Optional)					20		60										80	\$ 10,800.00	4	20.00
Typical Sections					12		24					24					60	\$ 7,620.00	4	15.00
Project Layout				4	15		60										79	\$ 10,735.00	3	26.33
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)					60		120					120					300	\$ 38,100.00	10	30.00
Driveway design and detail sheets					20		35										95	\$ 12,075.00	5	19.00
Intersection Layouts or Cross Street Details					20		20			20		40					60	\$ 8,500.00	3	20.00
Traffic Control Plan					120		80										200	\$ 29,800.00	12	16.67
SWPPP Sheets (including standards)				4	16		64										84	\$ 11,400.00	3	28.00
Signing & Pavement Markings					12		60										72	\$ 9,480.00	4	18.00
Detail Sheets					24		16					16					56	\$ 7,720.00	3	18.67
Demolition Plans					40		80										120	\$ 16,600.00	6	20.00
QA/QC on Plans				75													75	\$ 14,250.00		
Review Existing Plans and Model					35					16							51	\$ 7,935.00		
Technical Specifications				8			16										24	\$ 3,520.00		#DIV/0!
Bid Form				8			16										24	\$ 3,520.00		#DIV/0!
Construction Cost Estimate				8			16										24	\$ 3,520.00		#DIV/0!
Utility & Agency Approvals & Signatures				35													35	\$ 6,650.00		#DIV/0!
Cross Sections with earthwork calculations					36					240							276	\$ 38,340.00	45	6.13
Project Management & Meetings (3 Months Typical)					20		20			18							58	\$ 8,230.00		#DIV/0!
Final Design Phase Expenses																	0	\$ 2,000.00		
3. Bid & Construction Phase Services (T&M)																				
4. Drainage Design (SUB: CivilTech)																				
Drainage System Design					24	52	120						48				244	\$ 30,080.00		#DIV/0!
Temporary Drainage Plan			4		4	16							12				36	\$ 4,780.00		#DIV/0!
Drainage Quantities							4						8				12	\$ 1,140.00		#DIV/0!
Drainage Details						4	8						12				24	\$ 2,520.00		#DIV/0!
Drainage Area Maps						8	18						32				58	\$ 5,930.00		#DIV/0!
Drainage Computations					2	4	10						10				26	\$ 2,940.00		#DIV/0!
Coordination Meetings and Responses to Review Comments			44		44	28	48						16			10	190	\$ 29,330.00		#DIV/0!
Quantities/Cost Estimates			2		6	18	18										44	\$ 6,220.00		#DIV/0!
4. Bridge Impact Analysis (SUB: CivilTech)																				
Coordination meetings					8		8										16	\$ 2,320.00		#DIV/0!
Data Collection & Field Site Visit							4	4									8	\$ 980.00		#DIV/0!
Determine Drainage Area & Pick Flows						4	24	12									40	\$ 5,000.00		#DIV/0!
Develop Existing Conditions HEC-RAS Model					2	10	48	8									68	\$ 8,690.00		#DIV/0!
Develop Proposed Conditions HEC-RAS Model					2	4	16										22	\$ 2,890.00		#DIV/0!
Optimize Bridge Design for No Adverse Impact					4	8	48										60	\$ 7,780.00		#DIV/0!
Drainage Report			2		12		24	16								4	58	\$ 7,660.00		#DIV/0!
4. Bridge Plan and Profile Revision (SUB: Jaymark Eng)																				
Revise plan and profile																	0	\$ 1,000.00		#DIV/0!
Trail under the bridge revision																	0	\$ 2,000.00		
MANHOUR SUBTOTAL (RPS)	0	0	0	144	462	0	721	0	0	294	0	200	0	0	0	0	2,727		107	
LABOR RATE PER HOUR (RPS)	0%	0%	0%	5%	17%	0%	26%	0%	0%	11%	0%	7%	0%	0%	0%	0%				
	\$280.00	\$250.00	\$230.00	\$190.00	\$165.00	\$140.00	\$125.00	\$100.00	\$147.00	\$135.00	\$100.00	\$110.00	\$90.00	\$220.00	\$135.00	\$90.00				
SUBTOTAL LABOR (RPS)	\$0.00	\$0.00	\$0.00	\$27,360.00	\$76,230.00	\$0.00	\$90,125.00	\$0.00	\$0.00	\$39,690.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00		Total Labor (RPS)	\$257,405.00	
MANHOUR SUBTOTAL (CIVIL TECH)	0	0	50	0	108	156	398	40	0	0	0	0	138	0	0	14	904			
LABOR RATE PER HOUR (Civil Tech)	0%	0%	6%	0%	12%	17%	44%	4%	0%	0%	0%	0%	15%	0%	0%	2%				
	\$1.00	\$1.00	\$230.00	\$1.00	\$165.00	\$140.00	\$125.00	\$120.00	\$1.00	\$150.00	\$1.00	\$1.00	\$80.00	\$1.00	\$1.00	\$75.00				
SUBTOTAL LABOR (Civil Tech)	\$0.00	\$0.00	\$11,500.00	\$0.00	\$17,820.00	\$21,840.00	\$49,750.00	\$4,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,040.00	\$0.00	\$0.00	\$1,050.00		Total Labor (Civil Tech)	\$117,800.00	\$118,260.00
TOTAL																		\$ 398,665.00		

PROPOSAL

March 6, 2022

Client: RPS North America
Gabriel Odreman, P.E. PMP, Project Manager

PROJECT: Belknap Road

We are pleased to submit this proposal for additional civil/structural engineering services to revise the proposed bridge plan and profile drawing at the Keegan Bayou roadway crossing for the 2017 Mobility Bond Program/Fort Bend County/ Belknap Road from W. Belfort to the Harris County Line Project.

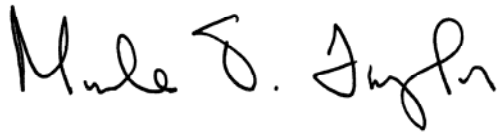
SCOPE OF SERVICES:

1. Revise plan and profile drawings.

FEE: \$1,000.00 (Lump Sum)

SCHEDULE: Two days are required to complete work.

Respectfully submitted,



Mark D. Taylor, P.E.
Chairman/CEO

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:
 2022-876160

Date Filed:
 04/20/2022

Date Acknowledged:
 05/03/2022

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.
 22-Eng-100884
 Engineering Services for improvements to Belknap Road under Project No. 17211 of the Fort Bend County Mobility Program

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)