

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 to supplement development of the 2020 Mobility Bond Program consisting of the development of a Comprehensive Plan for the Old Fresno area under Mobility Bond Project No. 20227x pursuant to SOQ 14-025, (hereinafter "Services"); 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 proposal 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.

Agreement for Professional Engineering Services

Mobility Bond Project No. 20227x

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01/27/2023 Original (e) sent to Olivia Rios, Purchasing

01/27/2023 Original (e) sent to Jillian Peterson, Engineering

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is four hundred sixty-six thousand three hundred twenty-two dollars and 50/100 (\$466,322.50) 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 four hundred sixty-six thousand three hundred twenty-two dollars and 50/100 (\$466,322.50) 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 four hundred sixty-six thousand three hundred twenty-two dollars and 50/100 (\$466,322.50).

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

CONSULTANT 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 CONSULTANT'S LIABILITY, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, 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, 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 North 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

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.


25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

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

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

FORT BEND COUNTY



County Judge KP George
KP George, County Judge

RPS INFRASTRUCTURE, INC.

DocuSigned by:


6E9FF6D3568E42D...
Authorized Agent – Signature

January 24, 2023
Date

ATTEST:






Laura Richard, County Clerk

Brent Christian, P.E.
Authorized Agent – Printed Name

Executive Director
Title

Jan 6, 2023
Date


APPROVED:



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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 466,322.50 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



Fort Bend County Texas

Services to be provided by Project Manager

All services provided by the Project Manager (PM) shall be under the direct supervision of the County Engineer. The PM may provide additional services not specifically listed below at the request of the County Engineer.

Project Understanding:

The Engineer shall provide additional services to the County to supplement development of the 2020 Mobility Bond Program consisting of the development of a Comprehensive Plan for the Old Fresno area. The Comprehensive Plan will identify and evaluate existing infrastructure, identify needs, set goals and objectives for capital or maintenance improvements, develop a near-term and long-term vision plan for the recommended improvements, and prioritize infrastructure projects developed within the Comprehensive Plan. The Comprehensive Plan will enable the County to make informed decisions on infrastructure investments within the Old Fresno area and assist the County in identifying traditional and alternative sources of funding to be used to advance the identified improvements. Infrastructure elements within the Comprehensive Plan will focus on street and road infrastructure, pedestrian and bicycle connectivity, water and wastewater infrastructure, drainage infrastructure and flood mitigation, opportunities for recreational amenities, and emergency and government services.

Scope of Services:

Data Gathering:

1. Data Collection

The Engineer shall coordinate with the County and other sources to obtain available data sets of information relative to the Old Fresno area. These data sets may include, but are not limited to:

- Fort Bend County Appraisal District data
- Census tract data including demographic and socio-economic data
- Existing and projected land use data
- LiDAR
- Floodplain data
- Geological data
- Traffic and crash data
- Public and private utilities

The data set information will be used to prepare maps and informative graphics and will be used to clearly identify the boundaries of the Old Fresno Comprehensive Plan study limits.

Deliverables

Technical Memorandum of Data Needs and Acquisition Plan (pdf)

Maps and informative graphics of the Old Fresno area (pdf and exhibits)

2. Stakeholder Coordination



The Engineer shall identify infrastructure stakeholders within the Old Fresno area and conduct targeted meetings with the identified stakeholders to understand infrastructure needs from their perspective. The Engineer shall coordinate and prepare materials in advance of the meetings, conduct the meetings, and document meeting notes. Infrastructure stakeholders are anticipated to include, but are not limited to:

- Fort Bend County Engineering Department
- Fort Bend Fresh Water District 1
- Fort Bend MUD 23
- Fort Bend Drainage District
- Fort Bend Independent School District
- Emergency Services District 7
- Fort Bend County Assistance District 4
- City of Houston
- City of Pearland
- TxDOT
- Houston-Galveston Area Council

The Engineer shall develop an existing and future infrastructure inventory within the boundaries of the Old Fresno area.

Deliverable

Coordination Meeting Notes (pdf)

Existing and Future Infrastructure Inventory database (xls/pdf/exhibits)

Needs Evaluation and Goal Development:

3. Needs Evaluation

The Engineer shall conduct baseline analysis of existing and proposed infrastructure capacity and compare against existing and future needs. Based on the data gathered and analysis generated, the Engineer shall prepare a comprehensive needs evaluation for:

- Road and Bridge
- Water and Sewer
- Drainage
- Active Transportation
- Emergency Services
- Parks and Recreation

The evaluation effort shall develop a prioritization of infrastructure needs and categorize needs into immediate needs, mid-term need, and long-term need.

Deliverable

Needs Evaluation Technical Report (pdf)

4. Old Fresno Goals



The Engineer shall develop, with County input, a set of goals and objectives based on the data gathered and needs assessment. The development of clear and concise goals and objectives will be used to present the Comprehensive Plan infrastructure investments to the Community, Stakeholders, and funding partners. The Engineer shall develop an overall branding for the Old Fresno Plan to aid in communication efforts.

Deliverable

Old Fresno Goals and Objectives (pdf and exhibits)

Old Fresno Branding

Comprehensive Plan Development:

5. Conceptual Plan

The Engineer shall prepare a conceptual Comprehensive Plan that identifies land use and infrastructure enhancements throughout the Old Fresno area that address the needs within the area and conforms to the goals and objectives developed. The Engineer shall conduct a collaboration meeting with the County to discuss items within the conceptual plan and potential or alternative solutions. The conceptual plan effort will identify uniform design standards for consistency throughout Old Fresno. The conceptual comprehensive plan will formulate individual projects and initiatives that would become constituent pieces of the comprehensive plan.

Deliverable

Conceptual Comprehensive Plan Technical Report (pdf and exhibits)

6. Project Cost Estimating and Benefit Calculation

The Engineer shall develop preliminary cost estimates for projects identified within the conceptual Comprehensive Plan. The Engineer shall develop and assign a monetized dollar amount for potential benefits that projects would provide to Fort Bend County. The Engineer shall develop operations and maintenance cost estimates for projects and components of the comprehensive plan to provide Fort Bend County a view of total project costs and scenario planning.

Deliverable

Cost Estimate Spreadsheets (xls and pdf)

Project Benefits Spreadsheets (xls and pdf)

7. Project Prioritization

The Engineer shall develop, with County input, scoring and weighting metrics using various planning factors to evaluate projects within the Conceptual Comprehensive Plan. The prioritization effort will assist the County in identifying near-term, mid-term and long-term infrastructure improvements needed within the Old Fresno area.

Deliverable

Project Prioritization Spreadsheets (xls and pdf)

8. Capital Improvement Program

The Engineer shall develop, with County input, a prioritized listing of proposed projects that address the needs, goals and objectives of the Old Fresno Plan. The listing will identify the type of project, limits,



and cost with supplementary information as necessary. The listing will be grouped into near-term, mid-term, and long-term infrastructure investments.

Deliverable

Infrastructure Improvement Program Project Listing (xls and pdf)

9. Comprehensive Plan Final Report

The Engineer shall develop an Old Fresno Comprehensive Plan Final Report that chronicles the data gathered, input received from stakeholders, needs assessment, goals and objectives, and comprehensive plan development. The Final Report will be generated with informative maps and other graphics that explain and tell the story behind the recommended infrastructure investments within the Comprehensive Plan.

Deliverable

Comprehensive Plan Final Report (pdf and exhibits)

Program Funding Services:

10. Alternative Funding Sources

The Engineer shall assist the County in exploring other funding sources for projects within the Comprehensive Plan. These sources potentially could come through private sources, the creation of a Tax Increment Reinvestment Zone (TIRZ), the expansion or creation of a County Economic Development District, or through Federal Grant opportunities. The Engineer shall utilize the information generated through the development of the Comprehensive Plan to prepare additional materials, exhibits, presentations, and application narratives in support of efforts to secure alternative funding for the Old Fresno program of projects.

Deliverable

Additional Materials, Exhibits, and Narratives (pdf)

Public Involvement:

11. Public Involvement Plan

The Engineer shall prepare, with County input a Public Involvement Plan (PIP) technical memorandum for the Old Fresno Comprehensive Plan. The PIP shall include the approach and tools to be utilized to effectively communicate the goals, objectives, and timelines to identified stakeholders within Old Fresno. The Engineer shall recommend the number and location of planned meetings or engagements to be held. These meetings or engagements are anticipated to include, but are not limited to:

- Initial community meeting to engage the public and gather input on needs, goals and objectives
- Public meeting to present draft infrastructure improvements within Old Fresno
- Focused public engagement for individual streets as necessary

Deliverable

PIP Technical Memorandum (pdf)

12. Mailing List

Engineer shall research and prepare a mailing list within the geographic boundaries of the Old Fresno area that includes adjacent property owners, civic associations, business groups, stakeholders and



other interested parties as directed by the County to be used for public involvement activities. The mailing list shall be updated periodically to ensure contact information for local area residents, business owners and other parties is accurate.

Deliverable

Mailing List Spreadsheet (xls/pdf)

13. Exhibits and Materials

The Engineer shall prepare exhibits and other materials to communicate the Project goals, objectives, and timelines as identified in the PIP. Exhibits and meeting materials are anticipated to include, but are not limited to:

- Presentation PowerPoints
- Static exhibit boards
- Meeting handouts
- Sign-in sheets

Deliverable

Meeting Materials and Exhibits (Hard printout and plots/pdf/ppt)

14. Public Meetings and Engagements

The Engineer shall conduct the public meetings or engagements identified in the PIP as approved by the County. The Engineer shall mail notifications of the meeting or engagement event to parties identified in the mailing list, reserve meeting locations, hire law enforcement, prepare for and staff the events. The Engineer shall prepare Spanish language translation and interpreter as directed by the County.

Deliverable

Attending Meetings/Engagements (Time and Material)

Meeting Summary Report Technical Memorandum (Time and Material)

15. Public Involvement Summary Report

The Engineer shall prepare a Summary Report technical memorandum that documents the public involvement events conducted and attendees that participated. The Report shall document any issues, questions, comments, or concerns that were found through public involvement.

Deliverable

Meeting Summary Technical Memorandum (pdf)

Project Management:

16. Coordination with the County

The Engineer shall meet and coordinate with the County as necessary for the completion of assigned tasks within this scope of work. It is anticipated that the Old Fresno Comprehensive Plan will require coordination through meetings with and presentations to the following:

- Commissioners Court
- County Engineering Department



- Precinct Staff

Deliverable – (Time and Material)

17. Management and Administration

The Engineer shall direct and coordinate activities associated with tasks within this scope of work. The Engineer shall provide on-going quality assurance and quality control to ensure completeness of work products and compliance with County procedures. That Engineer shall participate in monthly progress meetings with the County.

Deliverable – (Time and Material)

Old Fresno Comprehensive Plan

Table of Deliverables	
Data Gathering	
	Data Needs and Acquisition Plan
Stakeholder Coordination	
	Meeting Notes
	Existing and Future Infrastructure Inventory Database
Needs Evaluation and Goal Development	
	Needs Evaluation Technical Report
	Goals and Objectives Statement
Comprehensive Plan Development	
	Conceptual Comprehensive Plan
	Cost Estimate Spreadsheet
	Project Benefits Spreadsheet
	Capital Improvement Program Project Listing
	Comprehensive Plan Final Report
Program Funding Services	
	Additional Materials, Exhibits and Narratives
Public Involvement	
	Public Involvement Plan
	Mailing List Spreadsheet
	Meeting Materials and Exhibits
	Meeting Summary Report

Old Fresno Comprehensive Plan

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER TRANSPORT	DEPARTMENT MANAGER WATER	SENIOR PROJECT MANAGER TRANSPORT	SENIOR PROJECT MANAGER WATER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	EIT	GIS SPECIALIST	GRAPHIC DESIGNER	SENIOR ENVIRON. PLANNER	ENVIRON. PLANNER	TRANSPORT. PLANNER	SENIOR TRANSPORT PLANNER	CLERICAL	TOTAL HOURS	Task Total
1. Data Gathering																		\$ 41,810.00
Data Acquisition Plan		1	1	4	4	8	16		16				16	16	8		90	\$ 15,680.00
Data Gathering						10	20	20	40	40			8	40			178	\$ 26,130.00
2. Stakeholder Coordination																		\$ 29,280.00
Coordination Meetings with Transportation Agencies				8		8	8										24	\$ 5,000.00
Coordination Meetings with Public Utility Agencies					8	8	8										24	\$ 5,000.00
Coordination Meetings with School District and Emergency Services				4										4			8	\$ 1,880.00
Coordination Meetings with Local Governments					4	4									4		12	\$ 2,700.00
Existing and Future Infrastructure Database				1	1	4		16	20	40	8			8	4		102	\$ 14,700.00
3. Needs Evaluation																		\$ 72,610.00
Baseline Capacity Analysis				4	4	16	20	40	80					8	4		176	\$ 28,920.00
Needs Evaluation		2	2	8	8	16						4	8	32	16		96	\$ 19,200.00
Need Prioritization		2	2	2	2	2								16	4		30	\$ 6,050.00
Needs Evaluation Technical Report				8	8		16			20	8			32	16	16	124	\$ 20,440.00
4. Old Fresno Goals																		\$ 1,480.00
Goals and Objectives Workshop Meeting				2	2										2		6	\$ 1,480.00
5. Conceptual Plan																		\$ 154,690.00
Conceptual Plan Development		8	8	16	16	16	80	80	80	80	40	4	8	160	20	20	636	\$ 100,500.00
Conceptual Plan Workshop Meeting				2	2										2		6	\$ 1,480.00
Conceptual Comprehensive Plan Technical Report	1			4	4	16	16	40		20	16			160	32	20	329	\$ 52,710.00
6. Cost Estimating																		\$ 25,460.00
Project Cost Estimating				2	2	8	8	20									40	\$ 6,720.00
Project Operations and Maintenance Cost Estimate				1	1	8	8	20									38	\$ 6,180.00
Project Benefits Calculation				4	4									40	20		68	\$ 12,560.00
7. Project Prioritization																		\$ 10,220.00
Project Prioritization Scoring and Weighting Development	1	1	1	4	4									32	8		50	\$ 9,480.00
Scoring and Weighting Workshop Meeting				1	1										1		3	\$ 740.00
8. Capital Improvement Program																		\$ 7,960.00
Infrastructure Improvement Program Development				4	4	8								16	8		40	\$ 7,960.00
9. Comprehensive Plan Final Report																		\$ 25,030.00
Comprehensive Plan Final Report Development	1	2	2	4	4	8	16				40			40	16	20	153	\$ 25,030.00
10. Alternative Funding Sources																		\$ 20,140.00
Additional Materials, Exhibits, Presentations, and Narratives				4	4	8	16				16			40	16	20	124	\$ 20,140.00
11. Public Involvement Plan																		\$ 4,260.00
PIP Preparation												16	4			4	24	\$ 4,260.00
12. Mailing List																		\$ 2,380.00
Mailing List Preparation										2			8			8	18	\$ 2,380.00
13. Exhibits and Materials																		\$ 10,640.00
Meeting Exhibits and Materials										8	16	8	20	16			68	\$ 10,640.00
14. Public Meetings and Engagements																		\$ 18,200.00
Initial Meeting				2	2			2				8	8	2	2		26	\$ 4,960.00
Draft Improvements Meeting				2	2			2				8	8	2	2		26	\$ 4,960.00
Street Focused Meetings				8	8	8	8	8									40	\$ 8,280.00
15. Public Involvement Summary Report																		\$ 5,540.00
Prepare Public Involvement Summary Report				1	1							8	16			8	34	\$ 5,540.00
15. Coordination with the County																		\$ 5,920.00
Prepare for and attend meetings as directed				8	8										8		24	\$ 5,920.00
16. Management and Administration																		\$ 14,720.00
Prepare and Conduct QA/QC on work products	4	10	10														24	\$ 7,320.00
Attend progress meetings				10	10										10		30	\$ 7,400.00
MANHOUR SUBTOTAL	6	26	26	118	118	156	240	248	236	210	144	56	104	680	207	116	2,671	
	0%	1%	1%	4%	4%	6%	9%	9%	9%	8%	5%	2%	4%	25%	8%	4%		
LABOR RATE PER HOUR	\$330.00	\$300.00	\$300.00	\$270.00	\$270.00	\$205.00	\$150.00	\$140.00	\$135.00	\$130.00	\$140.00	\$200.00	\$160.00	\$160.00	\$200.00	\$105.00		
SUBTOTAL LABOR	\$1,980.00	\$7,800.00	\$7,800.00	\$31,860.00	\$31,860.00	\$31,980.00	\$36,000.00	\$34,720.00	\$31,860.00	\$27,300.00	\$20,160.00	\$11,200.00	\$16,640.00	\$105,600.00	\$41,400.00	\$12,180.00		
Other Direct Expenses																		\$ 15,982.50
TOTAL																		\$ 466,322.50

Old Fresno Comprehensive Plan

OTHER DIRECT EXPENSES	UNIT	UNIT COST	QUANTITY	COST TOTAL
Direct Expenses				
Mileage	Mile	\$ 0.58	9,000	\$ 5,220.00
Toll Charges	Each	\$ 3.50	135	\$ 472.50
Exhibit Plots	per SF	\$ 4.00	65	\$ 260.00
Exhibits on Foam Board	per SF	\$ 10.00	65	\$ 650.00
Unmanned Aerial Drone	hour	\$ 70.00	20	\$ 1,400.00
Law Enforcement	hour	\$ 77.00	12	\$ 924.00
Translator	Event	\$ 350.00	6	\$ 2,100.00
Sound Technician	Event	\$ 350.00	2	\$ 700.00
Audio/Visual Equipment Rental	Event	\$ 1,000.00	2	\$ 2,000.00
Public Notice - Mass Mailing (500 pieces)	per Mailing	\$ 450.00	2	\$ 900.00
Lodging/Hotel - Taxes and Fees	day/person	\$ 35.00	6	\$ 210.00
Lodging/Hotel	day/person	\$ 122.00	6	\$ 732.00
Meals (Lodging Required)	day/person	\$ 69.00	6	\$ 414.00
TOTAL				\$ 15,982.50

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

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

Certificate Number:
2023-969497

Date Filed:
01/06/2023

Date Acknowledged:
01/24/2023

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.

Mobility Bond Proj. No. 20227x
SOQ 14-025 Comprehensive Plan for the Old Fresno Area

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)