



REQUEST FOR QUALIFICATIONS RFQ # 2021-001

Request for Qualifications for Professional Services Related to the District Rebranding

PROFESSIONAL SERVICES FOR DISTRICT REBRANDING

GENERAL INFORMATION

The Fort Bend Subsidence District (District) is seeking Statement of Qualifications from qualified professionals to engage in professional services agreements for the rebranding of the District, as described in subsequent sections of this Request for Qualifications (RFQ).

The FBSD will contract directly with the Consultant for professional technical services using the FBSD's standard Professional Services Agreement and associated work orders.

The proposed schedule for this RFQ is as follows:

Release RFQ:	June 4, 2021
Pre-submittal conference*:	June 15, 2021 at 11:00 am CST
Deadline for questions and inquiries:	June 18, 2021 at 5:00 pm CST
SOQ submissions due:	June 23, 2021 at 5:00 pm CST

* This meeting is not required and will be held as a virtual meeting. You may join the meeting by accessing this link: <https://global.gotomeeting.com/join/834122133>

INTRODUCTION

Enacted by the Texas Legislature in 1989, the Fort Bend Subsidence District regulates groundwater to prevent subsidence, or the sinking of land surface, that contributes to flooding and infrastructure damages. The District has seen subsidence rates decrease where its Regulatory Plan has moved water users from groundwater to alternative sources. However, the issue of subsidence is not well known in the county, and there have been challenges in the general public's understanding of the issue beyond increased water bills due to alternative water conversions.

In an effort to establish a new look while simultaneously engaging the community, the District initiated a logo contest involving area high school students to replace the official seal, the District's primary identifier since its inception in 1989. The selection of the contest winner was the first step in the larger process to rebrand the District. The focus of this rebrand project will

be to use the winning logo design as the inspiration for the new brand, informed by research and with updated messaging for the District.

SCOPE OF WORK FOR THE RFQ

The scope of work that will be included in the RFQ for Professional Services related to Rebranding of the District will focus on gathering data to use in developing the brand, development of the logo and brand guidelines and a website refresh to align the District's website with the new logo. Each of these tasks is described in more detail below.

Task 1: Conduct Data Gathering and Brand Audit

The selected consultant will require additional information to guide the development of the rebranding effort. This task will be focused on gathering and reviewing information that will provide context for updating the District's brand. This task may include interviews with internal staff, Board members, and key community leaders and other stakeholders.

Task 2: Logo Development and Brand Guidelines

Using the winning logo (**Attachment C**) as the foundation for the logo design and supplemented with information from Task 1, the selected consultant will provide a recommendation on the key elements that should be included in the District's overall brand, both in terms of messaging and brand assets. Deliverables from this task will include a complete logo, with fonts and a color scheme, inspired by the original high school design concept as well as a set of comprehensive brand guidelines and corresponding graphic elements. The final logo will be provided in both color and black and white along with designs for marketing collateral, including letterhead, Microsoft templates, and other assets.

Task 3: Website Refresh

The FBSD website will require a refresh to seamlessly integrate the new logo with existing content and information. Updates to the website may include updating color palette, fonts, and photos. The selected consultant may also provide messaging guidance for website content based on audit conducted in Task 1, but updates to website copy will not be the focus of this task. In addition, we will NOT be making any changes to the website theme at this time.

Deliverables: (1) New logo in both color and black and white, suitable for use across multiple platforms (website, print, social media, clothing); (2) Comprehensive brand guidelines; (3) Marketing collateral designs, including letterhead, Microsoft templates, and other assets; and (4) Updated website

Schedule: It is expected that the audit and logo development will take approximately 90 days to complete. It is expected that the website refresh may take an additional 30 – 45 days to complete.

CONSULTANT EVALUATION AND SELECTION PROCESS

The FBSD has attempted to provide a comprehensive statement of requirements through this solicitation for the work contemplated. Written proposals must present the Consulting Team's qualifications and understanding of the work to be performed. Consulting Teams are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the FBSD may properly evaluate capabilities to provide the requested services.

By submission of a proposal, the prospective Consulting Team acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ. Further, the prospective Consulting Team acknowledges that subjective judgements must be made by the FBSD during this process.

1. This RFQ does not commit FBSD to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of qualifications and subsequent discussions, interviews and/or presentations in anticipation of a contract.

2. FBSD reserves the right to:
 - Reject any and all Statement of Qualifications received.
 - Cancel or terminate the entire RFQ process.
 - Remedy technical errors in the RFQ process.
 - Negotiate with any, all, or none of the respondents to the RFQ.
 - Waive or decline to waive any informalities and irregularities in any statement of qualifications or responses received.
 - Modify the selection process.
 - Negotiate or modify the project scope or services to be provided.

3. **Qualifications Based Selection Criteria:** The Statement of Qualifications (SOQs) will be evaluated and ranked based upon the responses provided relative to the content requirements of this RFQ as provided in this section and as further detailed in the following section titled INSTRUCTIONS TO RESPONDING FIRMS.

The evaluation criteria and the corresponding maximum point score associated with each evaluation criteria are shown in the table below.

CRITERIA	POINTS
<i>Consulting firm introduction.</i> Considerations for this evaluation criterion include the consulting team's history (with length of time in business), mention of awards and core competencies.	20
<i>Individual introductions.</i> Considerations for this evaluation criterion include names, credentials of key staff for the project and their familiarity this type of project scope.	15
<i>Experience of consulting firm based on previous work.</i> Considerations for this evaluation criterion include the consulting team's experience, qualifications and history of success with projects having similar scope of services. Include design examples and other key rebrand pieces.	35
<i>Consulting firm's strategic approach.</i> Considerations for this evaluation criterion include the proposed approach, work plan, and timeline of the District's rebrand. Also include a clear understanding of District's mission and approach to Task 1, data gathering and brand audit.	30
Total	100

INSTRUCTIONS TO RESPONDING FIRMS

A. Points of Contact

1. Direct all questions regarding this Request for Qualifications (RFQ) to:

Fort Bend Subsidence District
contracts@subsidence.org

Questions received and answers provided will be posted to the RFQ site at
<http://www.fbsubsidence.org>

Any other contact by the offeror/firm with FBSD staff, consultants, or advisors regarding this contract may eliminate that firm from contract award consideration.

2. **(Optional)** Pre-submittal meeting will be held from 11 a..m. on June 15, 2021, to provide the project background, scope and broad overview of the project.
<https://global.gotomeeting.com/join/834122133>
3. Unless otherwise stated in the proposal, answers to all questions, inquiries, and requests for additional information will be issued in the form of Addenda on the FBSD

website. **If addenda are issued, receipt of each Addenda shall be acknowledged and included in the SOQ. These are not included in the page limit.**

4. The Statement of Qualifications (SOQs) will be reviewed and selected respondents may be identified for further discussions, interviews, and/or formal presentations to be conducted at a later date.

B. Statement of Qualifications (SOQ) Requirements

- SOQs shall not exceed ten (10) pages including attachments; and excluding transmittal letter, covers, and section dividers. SOQs should be organized in line with required sections: (1) Consulting firm introduction; (2) Team introductions; (3) Outline of previous work (examples can be included as attachments and are not included in the 10-page limit); (4) Strategic approach to this project scope.

SOQs shall be submitted electronically via email to contracts@subsidence.org with subject line labeled "Attn: SOQ Submission RFQ 2021-001." Responses received after the SOQ deadline will not be considered.

- **Transmittal letter** – Provide a transmittal letter signed by an officer of the respondent firm who has the authority to commit the firm to the Project.
- **Consulting team introduction (up to 20 points):** Provide a description of the consultant that includes a general overview, history with length of time in business, mention of any relevant awards, and core competencies. Include a summary explaining why the consultant is the most qualified. Note: FBSD standard insurance requirements are stated in Exhibit A of this document. Firms who cannot meet these minimum standards will not be considered.
- **Individual introductions (up to 15 points):** List the names and credentials of key staff for the project, including project lead and supporting staff. Note their relevant experience and familiarity with this type of project scope.
- **Experience of consulting team based on previous work (up to 35 points):** Provide information relevant to the consulting team's history of success based on projects or studies that are similar to the described scope of services. List no more than four (4) recent projects or studies that have been completed within the last five years that illustrate the process from research to package delivery. Include the following:
 - Brief description of the Firm's role and services performed
 - Methodology used for research and discovery phase
 - Completion date of project and/or key deliverables

Include images that showcase logo designs and how the design was implemented across multiple platforms and corresponding collateral. Images and examples can be included as an appendix and does not count against the 10-page proposal limit.

- **Project strategic approach (up to 30 points):** Provide a thorough discussion on the consulting firm's understanding for the project, including the proposed work plan for the project, strategic approach and timeline for the District's rebrand.

Articulate the project approach, placing special emphasis Task 1, assessing and evaluating the current state of brand awareness through public research, materials collection and analysis, and comprehensive communications messaging (including website) and engagement with stakeholders.

Provide a clear understanding of the District's mission, audiences, and include any potential challenges that the consulting team has identified with regard to the scope of work and proposed solutions.

- **Ownership of Produced Materials: Brief statement regarding the ownership of the produced materials and the policy regarding intellectual property issues**
- **Addenda:** Unless otherwise stated in the proposal, answers to all questions, inquiries, and requests for additional information will be issued in the form of Addenda. If Addenda are issued, receipt of each Addendum shall be acknowledged by the Respondent. These pages are NOT included in the 10-page limit.

C. Potential Conflicts of Interest

Firms seeking to do business with FBSD are responsible for maintaining compliance with the applicable provisions of Chapter 176, Local Government Code, related to disclosure of conflicts of interest. The Conflict of Interest Questionnaire is available for downloading on the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf> and should be submitted to the FBSD with the submittal. The completed Conflict of Interest Questionnaire will be posted on FBSD's website as required by Chapter 176. Additionally, the selected firm will be required to complete Texas Ethics Form 1295 online prior to execution of any contract. This page is NOT included in the 10-page limit.

D. Equal Employment Opportunity Requirements

The FBSD highly encourages applicants to maintain non-discriminatory practices in their employment programs. This means applicants should not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, or disability.

CONTRACT AND INSURANCE REQUIREMENTS

1. **A copy of the FBSD Standard Professional Services Agreement (Contract) to be executed for the Work of this RFQ is provided for review/reference in Exhibit A of this document. Note: The FBSD will not entertain requests of firms to modify, change, or in any way alter the above referenced standard work order contract, including Article 9 – INDEMNIFICATION language (See also attached Exhibit A). Firms that cannot or are unwilling to meet the terms and conditions of Article 9, should not submit a SOQ. No exception shall be made.**
2. Type and limits of insurance coverage. **Note: FBSD standard insurance requirements are stated in Article 11 – INSURANCE of FBSD's Standard Work Order Professional Services Agreement, a copy of which is provided in Exhibit A**

of this document. Firms that cannot meet these minimum standards prior to executing an agreement will not be considered. No exception shall be made.

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 2021-xx**

This Professional Services Agreement (the "Agreement") is made and entered into effective as of the ___ day of _____, 2021, by and between the **Fort Bend Subsidence District**, a conservation and reclamation district of the State of Texas, ("FBSD") with general and administration offices located at **301 Jackson Street, Suite 639, Richmond, Texas, 77469**

and

[NAME], a corporation organized under the laws of the State of Texas, ("CONSULTANT") with principal offices located at **[ADDRESS]**.

FBSD and CONSULTANT are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

The Parties hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

1.1 CONSULTANT agrees to perform professional services (the "Services") related to _____ as are requested from time to time by FBSD, which Services shall be set forth more particularly in Work Orders, the form of which is attached hereto as **Attachment B**, issued from time to time by FBSD and accepted by CONSULTANT. Each Work Order shall constitute a separate and independent agreement between CONSULTANT and FBSD.

1.2 Work Orders shall contain the schedule, price, and payment terms applicable to the Services within the scope of such orders. Time is of the essence to this Agreement and all Work Orders will incorporate and be governed by and subject to the terms, conditions, and other provisions of this Agreement. Work Orders shall become effective when an acknowledged copy thereof is signed by a duly authorized officer of CONSULTANT, returned to FBSD and countersigned by FBSD. The specific terms of a Work Order may not be modified unless such modifications are agreed to in writing by FBSD and CONSULTANT.

1.3 Unless the Work Order specifically states the term, condition, or other provision of this Agreement that is being modified, terms, conditions, or other provisions contained in any Work Order or any proposal attached to or incorporated into a Work Order that conflict with any terms, conditions, or other provisions of this Agreement shall have no effect and shall be deemed stricken and severed from such Work Orders, and the balance of the terms, conditions, and other provisions contained in such Work Orders shall remain in full force and effect. Modifications of the terms, conditions, or other provisions of this Agreement with respect to a particular Work Order may not modify the terms, conditions or other provisions of this Agreement with respect to any other Work Order.

1.4 Nothing herein shall obligate FBSD to issue, or CONSULTANT to accept, any Work Orders. Further, the Parties agree that nothing in this Agreement shall prohibit the Parties, or either of them, from entering into agreements other than this Agreement for professional services or other work.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement shall be effective for a term of **one (1) year from the date first set forth above and shall be automatically renewed without action by either Party for subsequent terms of one year unless terminated earlier in writing in accordance with Article 12.**

2.2 Notwithstanding the foregoing, this Agreement shall apply to and remain in effect for Work Orders issued and accepted during the term of this Agreement until such time as the Services under such Work Orders have been completed; provided however, that, pursuant to Article 12, either Party shall have the right to terminate any Work Order for cause, and FBSD shall have the right to terminate any Work Order for convenience.

2.3 CONSULTANT'S obligations under Articles 3, 5, 6, 8, 9, 10, 11, 18, 19 and 20 shall survive the expiration of termination of this Agreement or any Work Order.

ARTICLE 3 – COMPENSATION AND PAYMENT

3.1 FBSD agrees to pay CONSULTANT, and CONSULTANT agrees to accept, as full and complete compensation for Services properly performed by CONSULTANT in accordance with this Agreement and applicable Work Order, the rates and charges agreed upon for a specific Work Order. **Paragraphs A.1 or A.2 of Attachment A**, which is attached hereto and incorporated herein by reference, shall be used to negotiate the compensation payable for each Work Order issued hereunder.

3.2 On or before the tenth day of each calendar month, CONSULTANT shall submit an invoice to FBSD, together with backup documentation required by FBSD and releases and waivers in forms acceptable to FBSD, covering all Services performed under any Work Order by CONSULTANT and its subconsultants, subcontractors and suppliers during the preceding calendar month. CONSULTANT shall separately itemize on each invoice: (i) each Work Order for which payment is sought, (ii) the amount budgeted for each such Work Order, (iii) the amount of payment requested for each such Work Order, (iv) the amount previously paid for each such Work Order, (v) descriptions of Services performed during the prior month for each such Work Order, and (vi) the total payment requested by such invoice. FBSD shall pay the amount it agrees to be due within thirty (30) days after receipt of such complete invoice and backup documentation.

3.3 FBSD shall have the right but not the obligation to withhold all or any part of payment requested in any invoice to protect FBSD from loss or expected loss because of:

(a) Services that are not in compliance with this Agreement or the applicable Work Order or any failure of CONSULTANT to perform Services in accordance with the provisions of this Agreement or the applicable Work Order;

(b) third party suits, stop notices, claims or liens arising out of Services performed for which CONSULTANT is responsible pursuant to this Agreement and asserted or filed against FBSD or any of their respective property or portion thereof or improvements thereon provided that CONSULTANT fails to provide FBSD with sufficient evidence that CONSULTANT's insurance is adequate or shall cover the claim(s);

(c) uninsured damage to any Indemnified Party which results from CONSULTANT's failure to obtain or maintain the insurance required by this Agreement or from any action or inaction by CONSULTANT or any of its subcontractors, subconsultants, or suppliers which

excuses any insurer from liability for any loss or claim which would, but for such action or inaction, be covered by insurance; or

(d) any failure of CONSULTANT to pay any subcontractor, subconsultant, or supplier of CONSULTANT the correct, undisputed, and contractually obligated amount for acceptable services received and for acceptable supplies received. CONSULTANT will not include in its billings to FBSD any amount in a subcontractor or supplier invoice which it has not paid or does not intend to pay within the terms and conditions of the applicable subcontract agreement or supplier purchase order.

3.4 CONSULTANT agrees to pay in full (less any applicable retainage) as soon as reasonably practicable, but in no event later than thirty (30) days following payment from FBSD, all subcontractors, subconsultants, and any other persons or entities supplying labor, supplies, materials, or equipment in connection with Services that are owed payment by CONSULTANT out of such payment made to CONSULTANT by FBSD. Further, provided that FBSD paid CONSULTANT in accordance with the terms of this Agreement and any particular Work Order, CONSULTANT shall defend and indemnify FBSD against any claims for payment asserted or filed by any such person or entity against FBSD, its project or property or CONSULTANT.

ARTICLE 4 – STANDARD OF CARE; COORDINATION OF SERVICES; SAFETY; COST ESTIMATES; EQUAL EMPLOYMENT OPPORTUNITY; THIRD PARTY REVIEW

4.1 CONSULTANT shall perform, supervise and direct the Services, and otherwise discharge its obligations under this Agreement and any Work Order: (a) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer (collectively, the CONSULTANT's "Standard of Care").

4.2 Consistent with its Standard of Care, CONSULTANT shall (a) perform its Services in accordance with all applicable laws, codes, ordinances and regulations; (b) perform its Services in an efficient manner; and (c) keep FBSD apprised of the status of Services, coordinate its activities with FBSD, and accommodate other activities of FBSD at sites that Services impact. CONSULTANT shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

4.3 CONSULTANT shall be responsible for its own activities at sites including the safety of its employees, and that of its subconsultants, subcontractors and suppliers but may not assume control of or responsibility for the site. Construction contractors of FBSD shall have sole responsibility for providing materials, means, and methods of construction, for controlling their individual work areas and safety of said areas for all parties, and for taking all appropriate steps to ensure the quality of their work and the safety of their employees and of the public in connection with their performance of work or services provided under contracts with FBSD. However, CONSULTANT shall notify FBSD if it observes violations of safety regulations or ordinances or quality of work deficiencies by FBSD's construction contractors. CONSULTANT shall comply with the site safety program and rules established by the construction contractors.

4.4 To the extent that CONSULTANT provides to FBSD any estimate of costs associated with construction, it is recognized by the Parties that neither CONSULTANT nor FBSD has control over the cost of the labor, materials, or equipment, over a construction contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating

conditions. Accordingly, CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from FBSD's budget for the project or from any estimate of the cost of work or evaluation prepared or agreed to by CONSULTANT.

4.5 With respect to providing Services hereunder, CONSULTANT agrees to meet at the time applicable (i) Equal Employment Opportunity ordinances, rules and regulations, and (ii) Affirmative Action ordinances, rules and regulations.

4.6 CONSULTANT acknowledges and agrees that projects of FBSD may be subject to review and approval by other third parties. Accordingly, as and when requested by FBSD, CONSULTANT shall submit such information and cooperate with the other third parties to the extent necessary to undergo any such review or obtain any such approval.

4.7 CONSULTANT does not represent Work Product (defined below) to be suitable for reuse on any other project or for any other purpose(s). If FBSD reuses any Work Product without CONSULTANT's specific written verification or adaptation, such reuse will be at the risk of FBSD, without liability to CONSULTANT.

ARTICLE 5 – COST RECORDS

5.1 CONSULTANT shall maintain records and books in accordance with generally accepted accounting principles and practices. For Services provided by CONSULTANT under cost reimbursable, time and material or unit price Work Orders, during the period of this Agreement and for five (5) years thereafter, CONSULTANT shall maintain records of direct costs for which FBSD is charged. FBSD shall at all reasonable times have access to such records for the purpose of inspecting, auditing, verifying, or copying the same, or making extracts therefrom. FBSD's audit rights for fixed unit rate or time and materials Work Orders shall extend to review of records for the purpose of substantiating man-hours worked, units employed, and third-party charges only. Except to the extent audit rights are granted to FBSD by applicable law, FBSD does not have any audit rights with respect to the portion of Work Orders compensated on a lump sum basis.

ARTICLE 6 – OWNERSHIP OF WORK PRODUCT AND TECHNOLOGY

6.1 All studies, plans, reports, drawings, specifications, cost estimates, software, computations, and other information and documents prepared by CONSULTANT, its subconsultants, subcontractors, and/or suppliers, in connection with Services or any project of FBSD are and shall remain FBSD's property upon creation (collectively, "Work Product") provided, however, that Work Product may not include pre-existing proprietary information of CONSULTANT, its subconsultants, subcontractors, and/or suppliers ("CONSULTANT Proprietary Information"). To this end, CONSULTANT agrees and does hereby assign, grant, transfer, and convey to FBSD, its successors and assigns, CONSULTANT's entire right, title, interest and ownership in and to such Work Product, including, without limitation, the right to secure copyright registration. CONSULTANT confirms that FBSD and its successors and assigns shall own CONSULTANT's right, title, interest in and to, including without limitation the right to use, reproduce, distribute (whether by sale, rental, lease or lending, or by other transfer of ownership), to perform publicly, and to display, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b). In addition, CONSULTANT hereby grants FBSD a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from and distribute to third parties CONSULTANT Proprietary Information in connection with FBSD's exercise of its rights in the

Work Product, operation, maintenance, repair, renovation, expansion, replacement, and modification of projects of FBSD or otherwise in connection with property or projects in which FBSD has an interest (whether by FBSD or a third party). CONSULTANT shall obtain other assignments, confirmations, and licenses substantially similar to the provisions of this paragraph from all of its subconsultants, subcontractors, and suppliers. Work Product is to be used by CONSULTANT only with respect to the project in connection with which such Work Product was created and is not to be used on any other project. CONSULTANT and its subconsultants, subcontractors, and suppliers are granted a limited, nonexclusive, non-transferable, revocable license during the term of their respective agreements under which each is obligated to perform Services to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of Services. Submission or distribution to comply with official regulatory requirements for other purposes in connection with Services is not to be construed as publication in derogation of FBSD's copyright or other reserved rights. CONSULTANT shall deliver all copies of the Work Product to FBSD upon the earliest to occur of FBSD's request, completion of Services in connection with which Work Product was created, or termination of this Agreement. CONSULTANT is entitled to retain copies of its Work Product for its permanent project records.

6.2 CONSULTANT agrees that all information provided by FBSD in connection with Services ("Confidential Information") shall be considered and kept confidential, and may not be reproduced, transmitted, used, or disclosed by CONSULTANT without the prior written consent of FBSD, except as may be necessary for CONSULTANT to fulfill its obligations hereunder; provided, however, that such obligation to keep confidential such Confidential Information may not apply to any information, or portion thereof, that:

- (a) was at the time of receipt by CONSULTANT otherwise known by CONSULTANT by proper means;
- (b) has been published or is otherwise within the public domain, or is generally known to the public at the time of its disclosure to CONSULTANT;
- (c) subsequently is developed independently by CONSULTANT, by a person having nothing to do with the performance of this Agreement and who did not learn about any such information as a result of CONSULTANT's being a Party to this Agreement;
- (d) becomes known or available to CONSULTANT from a source other than FBSD and without breach of this Agreement by CONSULTANT or any other impropriety of CONSULTANT;
- (e) enters the public domain without breach of the Agreement by or other impropriety of CONSULTANT;
- (f) becomes available to CONSULTANT by inspection or analysis of products available in the market;
- (g) is disclosed with the prior written approval of FBSD;
- (h) was exchanged between FBSD and CONSULTANT and ten (10) years have subsequently elapsed since such exchange; or

(i) is disclosed to comply with the Texas Open Records Act or in response to a court order to comply with the requirement of a government agency.

6.3 CONSULTANT will advise FBSD of any patents or proprietary rights and any royalties, licenses, or other charges which CONSULTANT knows or should know in the exercise of its Standard of Care impacts any design provided by CONSULTANT in connection with any Services, and obtain FBSD's prior written approval before proceeding with such Services. CONSULTANT may not perform patent searches or evaluation of claims, but will assist FBSD in this regard if requested, on the basis set forth herein. There will be no charge for CONSULTANT's existing patents.

ARTICLE 7 – INDEPENDENT CONTRACTOR RELATIONSHIP

7.1 In the performance of Services hereunder, CONSULTANT shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. CONSULTANT may not be considered a partner, affiliate, agent, or employee of FBSD and shall in no way have any authority to bind FBSD to any obligation.

ARTICLE 8 – WARRANTY PERIOD; GUARANTEES

8.1 If within a period of one (1) year following completion of Services under a Work Order, it is discovered that such Services were not performed in accordance with CONSULTANT's Standard of Care, CONSULTANT shall be obligated to re-perform such Services at its own expense. If CONSULTANT is unable to re-perform such Services as expediently or in the manner required for FBSD's needs, CONSULTANT agrees to pay FBSD's reasonable costs associated with having another consultant perform such corrective services. The obligations of CONSULTANT under this Paragraph 8.1 are in addition to other rights and remedies of FBSD available to it pursuant to this Agreement or applicable law.

8.2 CONSULTANT agrees to assign FBSD the warranty or guarantee of any subconsultant, subcontractor, supplier or manufacturer of items of services, supplies, machinery, equipment, materials, or products provided by CONSULTANT hereunder and cooperate and assist FBSD in FBSD's enforcement thereof. CONSULTANT's responsibility with respect thereto is limited to such assignment, cooperation, and alliance. The representations and warranties of CONSULTANT under this Agreement and Work Orders are made in lieu of any other warranties or guarantees and CONSULTANT makes no other warranties whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, and CONSULTANT shall have no liability to FBSD based upon any theory of liability that any such other warranty was made or breached.

ARTICLE 9 – INDEMNIFICATION

9.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS FBSD AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEY'S FEES) (COLLECTIVELY, "LOSSES"), ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSED BY OR RESULTING FROM

AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISES CONTROL, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE; PROVIDED, HOWEVER, THAT CONSULTANT'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS MAY NOT EXTEND TO THE PORTION (IF ANY) OF SUCH LOSSES THAT ARE CAUSED BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF AN INDEMNITEE OTHER THAN CONSULTANT OR ITS AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO THE EXTENT A DEFENSE IS NOT PROVIDED FOR THE INDEMNITEES UNDER AN INSURANCE POLICY AS REQUIRED UNDER SECTION 11.1(f) HEREOF OR THE INDEMNITEES' ATTORNEYS' FEES ARE NOT OTHERWISE RECOVERED UNDER THE INDEMNITY PROVISION SET FORTH IN SECTION 9.1 HEREOF, CONSULTANT SHALL, UPON FINAL ADJUDICATION OF THE LOSSES AS DEFINED IN SECTION 9.1 HEREOF AND WITHIN THIRTY (30) DAYS FOLLOWING THE DATE OF A WRITTEN DEMAND, REIMBURSE THE INDEMNITEES FOR ALL REASONABLE ATTORNEY'S FEES INCURRED TO DEFEND AGAINST THE LOSSES IN PROPORTION TO CONSULTANT'S LIABILITY TO ANY THIRD PARTY FOR SUCH LOSSES.

ARTICLE 10 – LIMITATION OF LIABILITY

1. Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential or special damages excluding fines and penalties levied by a regulatory agency, even if caused by the sole or concurrent negligence of a Party, whether active or passive, and even if advised of the possibility thereof.

2. Nothing herein shall be construed as creating any personal liability on the part of any board member, any officer, employee, or agent of FBSD.

ARTICLE 11 – INSURANCE

11.1 **General Requirements.** CONSULTANT shall, at all times during the performance of Services pursuant to Work Orders issued under this Agreement and for not less than two (2) years after the completion of any Services, provide and require all subconsultants and subcontractors to provide insurance coverage with companies lawfully authorized to do business in Texas and acceptable to FBSD and with forms acceptable to FBSD, which coverage will protect CONSULTANT from claims set forth below which may arise out of or result from CONSULTANT's Services and operations under this Agreement and any Work Order for which CONSULTANT may be legally liable, whether such Services or operations are by CONSULTANT or a subconsultant or subcontractor of CONSULTANT or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and meeting not less than

the minimum requirements set forth in this Article 11. Such insurance is to be provided at the sole cost of CONSULTANT and all subconsultants and subcontractors. The terms “subconsultant” and “subcontractor” for the purposes of this Article 11 shall include subconsultants and subcontractors of any tier.

(a) **Kinds of Claims**

- (1) claims under workers’ and workmen’s compensation, disability benefit and other similar employee benefit acts which are applicable to CONSULTANT’s Services to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of CONSULTANT’s employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than CONSULTANT’s employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (ii) by another person;
- (5) claims for damages other than to CONSULTANT’s work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (7) claims involving contractual liability insurance applicable to CONSULTANT’s indemnification obligations under this Agreement; and
- (8) claims for errors and omissions in the provision of professional consulting services of the kind rendered by CONSULTANT pursuant to this Agreement.

(b) **Policies and Minimum Limits of Liability**

Kinds of Insurance:	Limits of Liability*:
A. Workers’ Compensation Texas Operations Employer’s Liability	Statutory Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit
B. Commercial General Liability Including but not limited to: 1. premises/operations 2. independent contractor 3. products and completed operations	\$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Each Occurrence

4. personal injury liability with employment exclusion deleted	\$2,000,000 Personal and Advertising Injury
5. contractual	\$300,000 Fire Damage Liability
C. Professional Liability	\$1,000,000 per claim \$3,000,000 Aggregate
D. Business Automobile Liability Including all Owned, Hired, and Non-owned Automobiles	\$1,000,000 Combined Single Limit Per Occurrence
E. Umbrella Liability	\$1,000,000 Per Occurrence \$5,000,000 Aggregate Bodily Injury and Property Damage

* Aggregate limits are per 12-month policy period unless otherwise indicated; defense costs shall be excluded from limits of liability of each policy other than Professional Liability Insurance; Commercial General Liability Insurance coverage limits shall be on a per-project basis.

(c) All required insurance shall be maintained with responsible insurance carriers acceptable to FBSD and lawfully authorized to issue insurance of the types and amounts set forth in this Article 11. Carriers should have a Best's Financial Strength Rating of at least "A-" and a Best's Financial Size Category of Class VIII or better, according to the most current edition of *Best's Key Rating Guide, Property-Casualty United States* or be of sufficient size and financial strength as adjudged by FBSD to meet the financial obligations evidenced in the certificate of insurance.

(d) All certificates shall be in a form reasonably acceptable to FBSD, and each certificate must state to the extent permitted by Texas Insurance Code Chapter 1811 that the policy may not expire or be cancelled, materially modified, or nonrenewed unless the carrier and/or CONSULTANT gives FBSD thirty (30) days advance written notice. When any required insurance due to the attainment of a normal expiration date or renewal date shall expire, CONSULTANT shall, prior to such expiration, supply FBSD with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required by this Agreement. Any renewal or replacement policies shall be in form and substance satisfactory to FBSD and written by carriers acceptable to FBSD and meeting the requirements of this Article 11. CONSULTANT shall or shall cause the applicable carrier or carriers to give written notice to FBSD within thirty (30) days of the date on which total claims by any party against insurance provided pursuant to this Article 11 reduce the aggregate amount of coverage below the amounts required by this Article 11. In addition, CONSULTANT shall or shall cause the applicable carrier or carriers to provide FBSD with amendatory riders or endorsements to the Commercial General Liability Insurance policy that specify that the coverage limits apply on a per-project basis.

(e) With respect to all policies required in this Article 11, as soon as practicable prior to execution of this Agreement, CONSULTANT shall deposit with FBSD true and correct original certificates thereof, bearing notations or accompanied by other evidence satisfactory to FBSD that the requirements of this Article 11 are being met. If requested to do so by FBSD, CONSULTANT shall also furnish the originals or certified copies of the insurance policies for inspection including but not limited to copies of endorsements.

(f) All policies of insurance and certificates, with the exception of Professional Liability and Workers' Compensation Insurance, shall name the INDEMNITEES as additional insureds. Without limiting the foregoing, CONSULTANT's Commercial General Liability Insurance policy shall name the INDEMNITEES as additional insureds pursuant to ISO Additional Insured Endorsements CG 20-10-10-01 and CG 20-33-10-01 or their combined equivalents. Further, the CONSULTANT shall provide the INDEMNITEES any defense provided by its Commercial General Liability Insurance policy to the fullest extent allowed by law.

(g) CONSULTANT hereby waives all rights of recovery and damages against the INDEMNITEES to the extent such damages are covered or should have been covered by the insurance obtained or required to be obtained by CONSULTANT under this Agreement. All of CONSULTANT's policies of insurance, with the exception of Professional Liability Insurance, shall include a waiver of subrogation in favor of the INDEMNITEES.

(h) The Parties intend that the CONSULTANT'S insurance shall be primary and non-contributing with respect to any other insurance maintained by INDEMNITEES and all policies of insurance obtained by CONSULTANT shall be endorsed to be primary and non-contributing with respect to any other insurance maintained by INDEMNITEES.

(i) If any policy required to be purchased pursuant to this Article 11 is subject to a deductible, self-insured retention or similar self-insurance mechanism which limits or otherwise reduces coverage, the deductible, self-insured retention, or similar self-insurance mechanism shall be the sole responsibility of CONSULTANT in the event of any loss, and CONSULTANT hereby waives any claim therefore against any INDEMNITEE.

(j) CONSULTANT shall require and cause its subconsultants and subcontractors to purchase and maintain the insurance policies set forth in Paragraph 11.1(b) above with limits of liability commensurate with the amount of each subconsulting or subcontract agreement, but in no case less than \$500,000 per occurrence. CONSULTANT shall provide copies of insurance certificates for all such insurance to FBSD prior to any subconsultant's or subcontractor's performance of any Services.

(k) If CONSULTANT fails to procure or to maintain in force the insurance required by this Article 11, FBSD may secure such insurance and the costs thereof shall be borne by CONSULTANT. CONSULTANT shall reimburse FBSD the cost of such insurance plus ten percent (10%) administrative charge within ten (10) days after billing by FBSD. Any sum remaining unpaid fifteen (15) days after billing by FBSD shall bear interest at the rate of twelve percent (12%) per annum until paid by CONSULTANT. Except to the extent prohibited by Subchapter C of Chapter 151 of the Texas Insurance Code, CONSULTANT shall defend, indemnify, and hold harmless the INDEMNITEES from and against any and all losses, claims, damages, and expenses (including, without limitations, court costs, costs of defense, and attorney fees), that any INDEMNITEE may incur as a result of CONSULTANT's failure to obtain or cause to be obtained the specific endorsements or insurance required pursuant to this Agreement. Failure of any INDEMNITEE to identify any deficiency in the insurance forms provided may not be construed as a waiver of CONSULTANT's obligation to maintain such insurance and to cause such insurance to be maintained.

(l) CONSULTANT's compliance with the provisions of this Article 11 may not be deemed to constitute a limitation of CONSULTANT's liability with respect to claims covered by insurance provided or required pursuant to this Article 11 or in any way limit, modify, or otherwise affect CONSULTANT's obligation under this Agreement or otherwise. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONSULTANT or any subcontractor, or the failure of any insurance company to pay claims accruing may not be held to waive any of the provisions of this Agreement.

(m) If requested by FBSD, CONSULTANT shall furnish or shall cause to be furnished any such other insurance or limits as FBSD may reasonably deem necessary for any Work Order or Orders, and the cost thereof shall be charged to FBSD by appropriate modification of any such Order(s).

Page Break

ARTICLE 12 – CHANGES; TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

12.1 FBSD may, at any time and from time to time, make written changes to Work Orders in the form of modifications, additions, or omissions. In the event that any such change, through no fault of CONSULTANT, shall impact CONSULTANT's compensation or schedule, then (a) such changes shall be authorized by written change order issued by FBSD and accepted by CONSULTANT, and (b) an equitable adjustment shall be made to the Work Order in writing duly executed by both Parties, to reflect the change in compensation and schedule.

12.2 FBSD may for convenience terminate this Agreement, any Work Order issued under this Agreement, or CONSULTANT's right to perform Services under this Agreement or any Work Order by at any time giving seven (7) days written notice of such termination. In such event, FBSD shall have the right but not the obligation to assume all obligations and commitments that CONSULTANT may have in good faith undertaken or incurred in connection with the Services terminated, and FBSD shall pay CONSULTANT, as its sole and exclusive remedy, for Services properly performed to date of termination and for reasonable costs of closing out such Services, provided FBSD has pre-approved such costs. CONSULTANT may not be entitled to lost profit on unperformed Services or any consequential damages of any kind. Upon termination, CONSULTANT shall invoice FBSD for all Services performed by CONSULTANT prior to the time of termination which have not previously been compensated. Payment of undisputed amounts in the final invoice shall be due and payable within thirty (30) days after receipt by FBSD and FBSD's receipt of all Work Product.

12.3 This Agreement or any Work Order may be terminated by either Party in the event that the other Party fails to perform in accordance with its requirements, and such Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that FBSD terminates this Agreement or any Work Order for cause, CONSULTANT may not be entitled to any compensation until final completion of the then ongoing Services, and any such entitlement shall be subject to FBSD's right to offset and/or recoup all damages and costs associated with finally completing such Services. If for any reason, CONSULTANT is declared in default and/or terminated by FBSD under any Work Order with FBSD, FBSD shall have the right to offset and apply any amounts which might be owed to FBSD by CONSULTANT against any earned but unpaid amounts owed to CONSULTANT by FBSD under any Work Order. In the event any Work Order is terminated by FBSD, CONSULTANT shall promptly deliver to FBSD all Work Product with respect to such terminated Work Order.

ARTICLE 13 – FORCE MAJEURE

13.1 Any delay in performance or non-performance of any obligation other than an obligation to make a payment as required under this Agreement or any Work Order, of CONSULTANT contained herein shall be excused to the extent such failure of non-performance is caused by Force Majeure. “Force Majeure” shall mean fire, flood, act of God, earthquakes, extreme weather conditions, epidemic, war, riot, civil disturbance or unrest, imposition of martial law, restrictions imposed by civil authority, loss of control of civil authority, illegal activity, extreme unreliability or failure of the utility infrastructure, failure of the US banking system, loss of access to communication systems, sabotage, terrorism, or judicial restraint, but only to the extent that such event (i) is beyond the control of and cannot be reasonably anticipated by or the effects alleviated by CONSULTANT and (ii) prevents the performance of Services.

13.2 If CONSULTANT is affected by Force Majeure, CONSULTANT shall promptly provide notice to FBSD, explaining in detail the full particulars and the expected duration thereof. Notice will be considered prompt if delivered within five (5) days after CONSULTANT first becomes aware that the event of Force Majeure will affect the performance of Services and the end of the restrictions, if any, on CONSULTANT’s ability to communicate with FBSD. CONSULTANT shall use its commercially reasonable efforts to mitigate the interruption or delay if it is reasonably capable of being mitigated.

ARTICLE 14 – SUCCESSORS, ASSIGNMENT AND SUBCONTRACTING

14.1 FBSD and CONSULTANT bind themselves and their successors, executors, administrators and permitted assigns to the other Party of this Agreement and to the successors, executors, administrators and permitted assigns of such other Party, in respect to all covenants of this Agreement.

14.2 No right or interest in this Agreement or any Work Order shall be assigned by CONSULTANT or FBSD without the prior written consent of the other Party.

14.3 Prior to commencement of any part of the Services to be provided under any Work Order with respect to which CONSULTANT has elected to subcontract, CONSULTANT will notify FBSD in writing of the identity of the particular subcontractor, subconsultant or supplier CONSULTANT intends to employ for the performance of such part of the Services and the scope of Services such subcontractor, subconsultant or supplier will perform. FBSD shall have the right, within twenty-one (21) calendar days of such written notice, to refuse CONSULTANT’s employment of any particular subcontractor, subconsultant or supplier, provided that any reasonable additional costs incurred by CONSULTANT as a result of such refusal shall be borne by FBSD.

ARTICLE 15 - SEVERABILITY

15.1 If any provision or portion thereof of this Agreement or any Work Order is deemed unenforceable or void, then such provision or portion thereof shall be deemed severed from the Agreement or such Work Order and the balance of the Agreement or Work Order shall remain in full force and effect.

ARTICLE 16 – LICENSE REQUIREMENTS

16.1 The CONSULTANT and any subconsultant, subcontractor or supplier shall have and maintain any licenses, registrations and certifications required by the State of Texas or recognized professional organizations governing the Services performed under this Agreement and any Work Order.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement and all Work Orders issued under it contain the full and complete understanding of the Parties pertaining to their subject matter and supersede any and all prior and contemporaneous representations, negotiations, agreements or understandings between the Parties, whether written or oral. The Agreement and Work Orders may be modified only in writing, signed by both Parties.

ARTICLE 18 – GOVERNING LAW AND VENUE

18.1 This Agreement and Work Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Work Orders shall be governed by the laws of the State of Texas, without regard to its conflicts of law principles. **Venue shall lie in Fort Bend County, Texas.**

ARTICLE 19 – DISPUTE RESOLUTION

19.1 In the event of any dispute arising out of or relating to this Agreement, any Work Order or any Services which FBSD and CONSULTANT have been unable to resolve within thirty (30) days after such dispute arises, a senior representative of CONSULTANT shall meet with the General Manager of FBSD at a mutually agreed upon time and place not later than forty-five (45) days after such dispute arises to attempt to resolve such dispute. In the event such representatives are unable to resolve any such dispute within fifteen (15) days after such meeting, either Party may, by written notice to the other, submit such dispute to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after such written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator pursuant to the American Arbitration Association Construction Industry Mediation Procedures. If the dispute is technical in nature, the mediator appointed by the American Arbitration Association shall be qualified by at least ten (10) years' experience in construction, engineering, and/or public works operations. The mediation shall be conducted within thirty (30) days of the selection or appointment of the mediator, as applicable. The mediation shall be held at a mutually agreeable location in **Fort Bend County, Texas**. If the Parties are unable to agree on a location, the mediation shall be held at the offices of the American Arbitration Association closest to **Richmond, Texas**.

19.2 Any dispute, controversy or claim arising out of or relating to this Agreement or any Work Order or any Services that is not resolved pursuant to Article 19.1, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules then in effect. Any arbitration shall be final and binding upon the parties and any award rendered therein shall be enforceable by any court of competent jurisdiction. Unless otherwise agreed by the parties, the arbitration shall take place in Fort Bend County, Texas before a single arbitrator. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

ARTICLE 20 – CONFIDENTIALITY

20.1 Neither CONSULTANT nor any of its subconsultants shall publish or release any publicity or public relations materials of any kind concerning or relating to this Agreement, the Services or the activities of FBSD, unless such materials have first been reviewed and approved in writing by FBSD. This provision may not apply to mandatory reports which CONSULTANT or its subconsultants, subcontractors or suppliers are required by law to file with governmental authorities.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year herein above first written.

CONSULTANT:

Fort Bend Subsidence District

By: _____
Print Name:
Title:

By: _____
Michael J. Turco
General Manager

Date

Date

ATTEST:

ATTEST:

ATTACHMENT A

Compensation terms for cost reimbursable and lump sum Services:

A.1. COMPENSATION BASED ON COST WITH MULTIPLIER

For professional and non-professional staff, FBSD will compensate CONSULTANT on the basis of a multiplier added to the Raw Salary Cost as shown in the table below for the Scope of Work specified in the Work Order. Professional is defined as a manager, supervisor, engineer, scientist or other recognized profession. Typically, professional employees are salaried exempt employees. Typically, non-professional employees are hourly non-exempt employees. The Raw Salary Cost for salaried employees is defined as the annual base salary excluding bonuses, burdens, and benefits divided by 2080. For hourly personnel, the Raw Salary Cost is defined as the hourly wage paid to the employee exclusive of burdens and benefits. Any shift premiums or premiums paid for hours worked in excess of 40 per week will be added to the base hourly wage and will be considered a part of the Raw Salary Cost.

(a) RAW SALARY MULTIPLIERS

Multiplier **XX** for professional and non-professional staff working at CONSULTANT or its subcontractor, subconsultant, or vendor offices.

b) EXPENSES

“Billable Expenses” include all costs and expenses directly attributable to performance of the Services, which are in good accounting practice direct costs of the Services and not covered by the allowance for payroll burden and general office overhead and profit. Costs of outside services will be charged at actual invoice cost plus ten percent (10%). “Billable Expenses” include: subconsultants; travel expenses to and from locations outside Fort Bend County; and copies of all deliverables submitted to FBSD. All Local vehicle use outside Fort Bend County will be reimbursed at the current IRS allowable rate with no markup. All other expenses are considered to be covered by the allowance for payroll burden and general office overhead and profit and are non-billable expenses.

A.2. LUMP SUM COMPENSATION

FBSD will compensate CONSULTANT on the basis of a mutually agreed upon lump sum price for the scope of work specified in the Work Order. FBSD may ask CONSULTANT for a cost estimate for the scope of work prior to issuing the Work Order. The cost estimate will include a summary breakdown showing the labor hours and cost, subconsultant costs, and other direct costs included in the estimate. Labor rates to be used in preparing the estimate will be the actual salary or wage of the employee times the appropriate multiplier specified in A.1 (a)

above. CONSULTANT will submit and FBSD will pay monthly invoices based on the mutually agreed upon percentage of the project completed.

EXHIBIT A

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, _____ (Firm) hereby verifies the following:

- 1. Firm does not boycott Israel; and
2. Firm will not boycott Israel during the term of this Project

SIGNED BY: _____

Print Name & Title: _____

Company Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Firm), who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF _____

(SEAL)

**ATTACHMENT B
WORK ORDER PSA 2021-XXX**

This Work Order is issued subject to, is governed by and incorporates by reference that certain Professional Services Agreement, Contract No. PSA 2021-XXX, between the FBSD and CONSULTANT effective XX/XX/XX.

Work Order Date: _____

CONSULTANT: _____

Type of Compensation: _____

Compensation: _____

Location of Services: (County) _____

Description of Services: _____

Deliverables: _____

Schedule Requirements: Commence Services: XX/XX/XXXX

Completion of Services: XX-XX-XXXX

Submittal Dates for Each Deliverable: _____

Agreed to by:

FBSD

By: _____

Name: Michael J. Turco

Title: General Manager

and

CONSULTANT NAME HERE

By: _____

Name: _____

ATTACHMENT C

High School Logo Design Contest - Winning Logo



Black & White
Vector



PANTONE 369
PANTONE 462
PANTONE 485
PANTONE 7686
Vector



4-Color
CMYK
Vector
