

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 Kavi Consulting, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering services for sidewalk improvements under 2020 Mobility Bond Project No. 20308 (hereinafter “Services”) pursuant to SOQ 14-025; and

WHEREAS, County has determined Consultant is the most highly qualified provider of the desired Services on the basis of demonstrated competence and qualifications, and County and Consultant have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render the professional engineering services as described in Consultant’s proposal dated August 23, 2021, attached hereto as Exhibit A, and incorporated herein for all purposes.

Section 2. Personnel

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

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 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 one hundred seventy-six thousand nine hundred sixty-five dollars and no/100 (\$176,965.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

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

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

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one hundred seventy-six thousand nine hundred sixty-five dollars and no/100 (\$176,965.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one hundred seventy-six thousand nine hundred sixty-five dollars and no/100 (\$176,965.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than December 31, 2025. 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.

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: Kavi Consulting, Inc.
1011 Highway 6 South, Suite 307
Houston, Texas 77077

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

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

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

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

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

Section 26. Human Trafficking

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

FORT BEND COUNTY

KAVI CONSULTING, INC

KP George, County Judge

Vijaya Rapolu
Authorized Agent – Signature

Date

VIJAYA RAPOLU
Authorized Agent – Printed Name

ATTEST:

President
Title

Laura Richard, County Clerk

09/29/21
Date

APPROVED:

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

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Kavi Consulting, Inc.

August 23, 2021

Mark C. Dessens, PE
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, Texas 77079

RE: Sidewalk Improvements- Package-1_ Fort Bend County Precinct 3 Mobility Project
No.20308

Dear Mr. Dessens:

We thank you for giving an opportunity to provide the proposal for above referenced project.

Following is the list of projects that are included in this package:

- Gaston Road Sidewalk
- Katy Flewellen Road Sidewalk
- Mason Road Sidewalk, Crosswalk and Right Turn Lane
- Heritage Bluff Drive Sidewalk
- Canal Rd at 24-hour fitness Sidewalk and Crosswalk
- Via Moderna and East Torino Reale Drive Crosswalk

Fee for Package-1 for Phase 1&2, Construction and Surveying & TDLR consulting services for above referenced projects.

Fee:

Preliminary Design (KAVI):	\$41,100.00
Final Design (KAVI):	\$72,050.00
Bid&Construction Phase_Lumpsum (KAVI):	\$30,000.00
Surveying (IDS):	\$29,440.00
TDLR (Review and Application Fee):	\$ 4,375.00

Total fee for Phase 1, Design Phase and Bid & Construction Phase and Surveying Services for Pacakage-1 is: \$ **176,965.00.**

1011 Highway 6S, # 307
Houston TX-77077
Ph: 281.772.9643

E-Mail: rapolu.vijaya@kaviconsultinginc.com

Kavi Consulting, Inc.

Please let us know if you need any additional information.

We truly appreciate the opportunity and looking forward to work with you.

Sincerely,

Vijaya Rapolu, P.E.

Vijaya Rapolu, P.E.
Kavi Consulting, Inc.

Encl:

KAVI-LOEs
Scope of Services

1011 Highway 6S, # 307
Houston TX-77077
Ph: 281.772.9643

E-Mail: rapolu.vijaya@kaviconsultinginc.com

Fort Bend County 2017 Mobility Bond Program Fee Estimate Worksheet

Gaston Rd Sidewalk between Karen Ln and Rosener Rd																			
TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	GIS SPECIALIST	CADD MANAGER	SENIOR DESIGNER	DESIGNER	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	SURVEY CREW CHIEF	SURVEY CREW	CLERICAL	TOTAL HOURS	Task Total	
1. Preliminary Design (LS)																		\$ 8,380.00	
	Establish a Typical Cross Section				1		1			1							3	\$ 355.00	
	Determine ROW Acquisition Needs				1		1			2							4	\$ 430.00	
	Determine Potential Conflicts with existing facilities & utilities				1		1										2	\$ 280.00	
	Identify Problem Areas and Potential Resolutions				1		1										2	\$ 280.00	
	Site Visit				1		1										2	\$ 280.00	
	Prepare a Construction Cost Estimate		1			1		4								4	10	\$ 970.00	
	Prepare 30% Plans			1		1		4			8						15	\$ 1,575.00	
	Utility Coordination				1	2		1			2						2	\$ 280.00	
	Project Management & Meetings (3 Months Typical)			1		2		8			8						11	\$ 1,375.00	
	Preliminary Phase Expenses				2		2											\$ 745.00	
	Prepare Letter Report with Applicable exhibits		1		2		8				2					2		\$ 1,810.00	
	2. Final Design (LS)																		\$ 16,395.00
		Cover Sheet & Index																	\$ 430.00
		General Notes				1		1			2							4	\$ 430.00
		Typical Sections (70%-Final)				1		1			2							4	\$ 430.00
Project Layout					1		1			2							4	\$ 430.00	
Drainage Area Maps					1		2										5	\$ 535.00	
Drainage Calculations					1		3										4	\$ 490.00	
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)			1		2		8										24	\$ 2,470.00	
Traffic Control Plan				1		1		5			8						16	\$ 1,680.00	
SWPPP Sheets			1		1		5				8						16	\$ 1,680.00	
Signing & Pavement Markings					1		1				2						4	\$ 430.00	
Detail Sheets					1		1				2						4	\$ 430.00	
Standard Details					1		1				2						4	\$ 430.00	
Technical Specifications					1		1										3	\$ 465.00	
Bid Form					1		1										2	\$ 280.00	
Construction Cost Estimate					2		8										2	13	\$ 1,465.00
Cross Sections with earthwork calculations			1		1		4										14	\$ 1,380.00	
Responses to Comments				1		4											14	\$ 1,380.00	
Project Management & Meetings (2 Months Typical)			1		1		4										6	\$ 780.00	
Final Design Phase Expenses				1		4												\$ 780.00	
3. Bid & Construction Phase Services (T&M)																		\$ 12,814.00	
MANHOUR SUBTOTAL	0	8	13	35	0	88	0	0	0	73	0	0	0	0	0	8	196		
	0%	4%	7%	18%	0%	45%	0%	0%	0%	37%	0%	0%	0%	0%	0%	4%			
LABOR RATE PER HOUR	\$225.00	\$195.00	\$185.00	\$175.00	\$145.00	\$105.00	\$75.00	\$40.00	\$85.00	\$75.00	\$65.00	\$60.00	\$55.00	\$1.00	\$1.00	\$45.00			
	\$0.00	\$1,560.00	\$2,405.00	\$6,125.00	\$0.00	\$9,240.00	\$0.00	\$0.00	\$0.00	\$5,475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00			
TOTAL																		\$ 37,589.00	

Fort Bend County 2020 Mobility Bond Program Fee Estimate Worksheet

Mason Rd Sidewalk, Crosswalk and Right Turn Lane between about 100' North of Canyon Gate Blvd to Cinco Ranch Church of Christ Driveway

TASK DESCRIPTION		PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	GIS SPECIALIST	CADD MANAGER	SENIOR DESIGNER	DESIGNER	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	SURVEY CREW CHIEF	SURVEY CREW	CLERICAL	TOTAL HOURS	Task Total
1. Preliminary Design (LS)																			
Establish a Typical Cross Section					1		1				1							3	\$ 355.00
Determine ROW Acquisition Needs					1		1				2							4	\$ 430.00
Determine Potential Conflicts with existing facilities & utilities					1		1											2	\$ 280.00
Identify Problem Areas and Potential Resolutions					1		1											2	\$ 280.00
Site Visit					1		1											2	\$ 280.00
Prepare a Construction Cost Estimate			1		1		6										4	12	\$ 1,180.00
Prepare 30% Plans			1		1		4				8							15	\$ 1,575.00
Utility Coordination					1		2				2							3	\$ 385.00
Project Management & Meetings (3 Months Typical)					2		8											11	\$ 1,375.00
Preliminary Phase Expenses					2		2												\$ 745.00
Prepare Letter Report with Applicable exhibits			1		2		8				2						2		\$ 1,810.00
2. Final Design (LS)																			\$ 13,725.00
Typical Sections (70%-Final)					1		1				2							5	\$ 615.00
Project Layout					1		1				2							4	\$ 430.00
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)			1		1		10				10							26	\$ 2,880.00
Traffic Control Plan			1		1		6				10							18	\$ 1,750.00
SWPPP Sheets			1		1		6				10							19	\$ 1,935.00
Signing & Pavement Markings					1		1				2							4	\$ 430.00
Detail Streets					1		1				1							3	\$ 355.00
Standard Details					1		1				1							3	\$ 355.00
Technical Specifications					1		1				1							3	\$ 355.00
Bid Form					1		1											2	\$ 280.00
Construction Cost Estimate					1		8										2	12	\$ 1,290.00
Responses to Comments					1		4				8							14	\$ 1,380.00
Project Management & Meetings (2 Months Typical)					1		4											6	\$ 780.00
Final Design Phase Expenses					1		4												\$ 780.00
3. Bid & Construction Phase Services (T&M)																			\$ 3,692.00
MANHOUR SUBTOTAL		0	8	12	31	0	84	0	0	0	59	0	0	0	0	0	8	173	
		0%	5%	7%	18%	0%	49%	0%	0%	0%	34%	0%	0%	0%	0%	0%	5%		
LABOR RATE PER HOUR		\$225.00	\$195.00	\$185.00	\$175.00	\$145.00	\$105.00	\$75.00	\$40.00	\$85.00	\$75.00	\$65.00	\$60.00	\$55.00	\$1.00	\$1.00	\$45.00		
		\$0.00	\$1,560.00	\$2,220.00	\$5,425.00	\$0.00	\$8,820.00	\$0.00	\$0.00	\$0.00	\$4,425.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00		
SUBTOTAL LABOR																			
TOTAL																			\$ 26,112.00

Fort Bend County 2020 Mobility Bond Program Fee Estimate Worksheet

Heritage Bluff Drive Sidewalk from Bridle Pass to Heritage Bluff Drive and Canyon Fields Dr to about 700' North from Canyon Fields Dr

[illegible]

Fort Bend County 2020 Mobility Bond Program Fee Estimate Worksheet

Via Moderna and East Torino Reale Drive Sidewalk

Task Description				Principal	Department Manager	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Associate Engineer	GIS Specialist	CADD Manager	Senior Designer	Designer	Senior CADD Technician	CADD Technician	Survey Crew Chief	Survey Crew	Clerical	Total Hours	Task Total
1. Preliminary Design (1S)																					
Determine Potential Conflicts with existing facilities & utilities							1		1											2	\$ 280.00
Site Visit							1		1											2	\$ 280.00
Prepare a Construction Cost Estimate					1		1		1										4	7	\$ 655.00
Prepare 30% Plans						1	1		2				2							6	\$ 730.00
Utility Coordination							1		1											2	\$ 280.00
Project Management & Meetings (3 Months Typical)						1	2		2											5	\$ 745.00
Preliminary Phase Expenses						1	1		2												\$ 570.00
Prepare Letter Report with Applicable exhibits					1		1		2												\$ 580.00
2. Final Design (1S)																					\$ 6,310.00
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)					1		1		2				2							6	\$ 730.00
Traffic Control Plan					1		1		2				2							6	\$ 730.00
Temporary Traffic Signal Plans							1		2										0		\$ -
SWPPP Sheets					1		1		2				2							6	\$ 730.00
Signing & Pavement Markings							1		3				3							7	\$ 715.00
Detail Sheets									1				1							2	\$ 180.00
Standard Details									1											2	\$ 180.00
Technical Specifications																				2	\$ 280.00
Bid Form							1		1											2	\$ 280.00
Construction Cost Estimate							1		2										2	5	\$ 475.00
Responses to Comments							1		2				4							8	\$ 870.00
Project Management & Meetings (2 Months Typical)							1		2											4	\$ 570.00
Final Design Phase Expenses							1		2												\$ 570.00
3. Bid & Construction Phase Services (T&M)																					\$ 170.00
MAN-HOUR SUBTOTAL																					
				0	8	5	19	0	33	0	0	0	17	0	0	0	0	0	0	6	74
				0%	11%	7%	26%	0%	45%	0%	0%	0%	23%	0%	0%	0%	0%	0%	8%		
LABOR RATE PER HOUR				\$225.00	\$195.00	\$185.00	\$175.00	\$145.00	\$105.00	\$75.00	\$40.00	\$85.00	\$75.00	\$65.00	\$80.00	\$55.00	\$1.00	\$1.00	\$45.00		
				\$0.00	\$1,360.00	\$925.00	\$3,325.00	\$0.00	\$3,465.00	\$0.00	\$0.00	\$0.00	\$1,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270.00		
TOTAL																					\$ 10,600.00



July 19, 2021

Vijaya Rapolu, P.E.
Kavi Consulting, Inc.
27822 Acacia Glen Lane,
Katy, Texas 77494

RE: Surveying services for Gaston Project Southwest side of Gaston Road From northwest side of Roesner Road to northwest side of Karen Lane (approximately 3,200 linear feet)

Dear Mr. Rapolu:

We appreciate the opportunity to propose land surveying services in conjunction with the above referenced project. It is our understanding that you are requesting a topographic survey on Gaston Road for design.

SCOPE OF SERVICES

1. Control

We will recover and verify existing control monuments, resolve correlation between monuments, and establish secondary and tertiary control for the ROW. - \$3,000.00

2. Topo

We will topo a 50 feet wide strip from the existing southwest right-of-way of Gaston Road from the northwest right-of-way line of Roesner Road to the northwest right-of-way line of Karen Lane (approximately 3200 feet). We will locate fences, power poles, manholes, valves, hydrants, and inlets along with other visible structures or utilities within the proposed right-of-way necessary for design, including ditch flowlines, road elevations, driveway culverts, and utilities. We will take cross-sections every 100'. - \$6,800.00

3. ROW

We will recover sufficient right-of-way monumentation to establish the right-of-way of Gaston Road in the vicinity of the project. – Cost included in topo fee.

4. Control Sheets/Mapping products

We will prepare control sheets for control points established along the project. We will prepare the Index Sheets, Control Maps, and Alignment Sheets for plan submittal. These mapping products will be provided in Civil 3D. - \$6,900.00

Total = \$16,700.00

Our current workload will allow us to have the survey completed in 20 working days after receiving the notice to proceed, weather permitting. We consider edits or revisions made after the survey is completed and delivered to be additional services.

COMPENSATION AND PAYMENT

The lump sum fee for this professional service is \$16,700.00.

This fee is valid for a period of thirty (30) days from the date of this proposal.

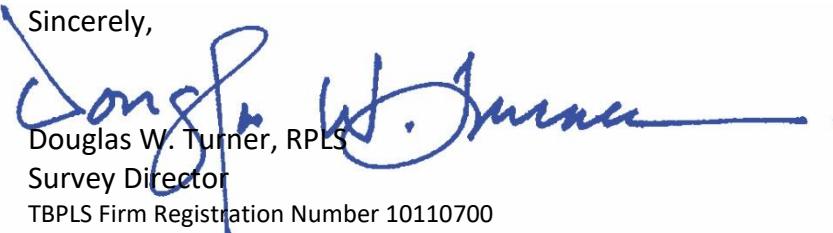
You will be invoiced monthly based on a percentage of work complete. Payment will be made within thirty (30) days of the invoice date.

DELIVERABLES

We will prepare the Index Sheets, Control Maps, Alignment Sheets, and a 3D surface-terrain model for plan submittal. These mapping products will be provided in Civil 3D format with layers and line types, etc. to meet your requirements.

If you have any questions regarding this proposal, please do not hesitate to call me. To indicate your acceptance of the above stated fee and to authorize us to proceed with the survey, please sign below and return a copy of this letter to our office.

Sincerely,


Douglas W. Turner, RPLS
Survey Director
TBPLS Firm Registration Number 10110700

cc: File

Accepted:

By: _____

Name: _____

Title: _____

Date: _____



August 21, 2021

Vijaya Rapolu, P.E.
Project Manager
Kavi Consulting, Inc.
1011 Highway 6S, # 307
Houston, TX 77077

RE: Surveying services for Katy-Flewellen Road from Gaston Road to Grayson Lakes Boulevard;
Project No. 20308

Dear Vijaya:

We appreciate the opportunity to propose land surveying services in conjunction with the above referenced project. It is our understanding that you are requesting a topographic survey of approximately 1,850 feet of Katy-Flewellen Road between Gaston Road and Greyson Lakes Boulevard.

SCOPE OF SERVICES

1. Topo

We will topo the existing right-of-way on the south side of Katy-Flewellen Road from Gaston Road to Greyson Lakes Boulevard (we will tie into the ramp at Greyson Lakes Boulevard). We will locate fences, power poles, manholes, valves, hydrants, and inlets along with other visible structures or utilities within the proposed right-of-way necessary for design including ditch flowlines, road elevations, driveway culverts, and utilities. We will take cross-sections every 100'. We will recover sufficient right-of-way monumentation to establish the apparent right-of-way of Katy-Flewellen Road.

2. Mapping product

We will provide the topo in Civil 3D.

3. Control

We will recover and verify existing control monuments, resolve correlation between monuments, and establish secondary and tertiary control for the ROW.

4. Control Sheets/Mapping products

We will prepare control sheets for control points established along the project. We will prepare the Index Sheets, Control Maps, and Alignment Sheets for plan submittal. These mapping products will be provided in Civil 3D.

COMPENSATION AND PAYMENT

Item 1. \$5,175.00

Item 2. \$1,215.00

Item 3. \$1,850.00

Item 4. \$4,500.00

Total = \$12,740.00

This fee is valid for a period of thirty (30) days from the date of this proposal.

You will be invoiced monthly based on a percentage of work complete. Payment will be made within thirty (30) days of the invoice date.

DELIVERABLES

We will provide the topo in Civil 3D.

If you have any questions regarding this proposal, please do not hesitate to call me. To indicate your acceptance of the above stated fee and to authorize us to proceed with the survey, please sign below and return a copy of this letter to our office.

Sincerely,



Douglas W. Turner, RPLS

Survey Director

TBPELS Firm Registration Number 10110700

cc: File

Accepted:

By: _____

Name: _____

Title: _____

Date: _____



ASLG Design Group
Lauren Griggs - RAS #1547.
Houston, Texas
aslgdesigngroup@gmail.com
Local: (713) 449-9447
<https://aslgdesign.com/>

**Texas Department of Licensing & Regulation (TDLR)
Texas Accessibility Standards 2012 (TAS 2012) Compliance
Plan Review Proposal**

Scope of Work:

Review sidewalk and crosswalk drawings to ensure compliance with TDLR TAS 2012 standards and provide a report of findings.
Project sites include:

- 20308 Gaston
- 20308 Katy Flewellen
- 20308 Heritage Bluff Dr.
- 20308 Mason Rd.

Schedule:

The plan reviews will be completed within 7-10 business days

Pricing:

- | | |
|----------------------------|---|
| • 20308 Gaston | \$175 TDLR project registration + \$375 for review + \$500 for inspection = \$1050 |
| • 20308 Katy Flewellen | \$175 TDLR project registration + \$450 for review + \$550 for inspection = \$1175 |
| • 20308 Heritage Bluff Dr. | \$175 TDLR project registration + \$400 for review + \$525 for inspection = \$1100 |
| • 20308 Mason | \$175 TDLR project registration + \$375 for review + \$500 for inspection = \$1050 |

***All fees are nonrefundable and must be paid prior to service being performed**

Total \$4,375

Owner Responsibilities:

The Client shall provide full information about the objectives, schedule, constraints and existing conditions of the Project. The Client shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. ASLG Design Group shall be entitled to rely on the accuracy and completeness of the Client's information.

Client Signature

Date

ASLG Owner Signature

Date