

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS SECOND AMENDMENT 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.

WHEREAS, the parties executed and accepted that certain Agreement on October 12, 2021 and as amended on August 9, 2022, (hereinafter the "Agreement") pursuant to SOQ 14-025, for certain Professional Engineering services for the 2020 Mobility Bond Project No. 20406 (hereinafter "services"); and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided and increase the total Maximum Compensation under the Agreement for the completion of such additional services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. County shall pay Consultant an additional Fifty-One Thousand Seven Hundred Twenty dollars and no/100 (\$51,720.00), for the Services as described in Consultant's proposal dated August 28, 2023, attached hereto as Exhibit "A" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for Services rendered is hereby increased to an amount not to exceed Seven Hundred Eighty-Seven Three Hundred Twelve dollars and no/100 (\$787,312.00), authorized as follows:

| | | |
|--------------|--------------------------------------|--------------|
| \$567,149.00 | under the Agreement | |
| \$168,443.00 | under the First Amendment | |
| \$ 51,720.00 | under this 2 nd Amendment | |
| | TOTAL: | \$787,312.00 |

3. In no case shall the amount paid by County for all Services under the Agreement, as amended, exceed the Maximum Compensation without written agreement executed by both parties.

4. Certain State Law Requirements for Contracts

- a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Project Manager verifies Project Manager does not boycott Israel and will not boycott Israel during the term of this Agreement.
- b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Project Manager represents pursuant to Section 2252.152 of the Texas Government Code, that Project Manager is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that that are identified under Section 806.051, Section 807.051 or Section 2253.153.

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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

Authorized Agent – Signature

Date

Rapolu, Vijaya Kumar

Authorized Agent – Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

01/05/2023

Date

APPROVED:



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

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EXHIBIT A

Kavi Consulting, Inc.

August 28, 2023

Robert McBride, P.E.
Sr. Project Manager, LJA
3600 W. Sam Houston Parkway S,
Suite 600
Houston, Texas 77042

RE: Cartwright Road and FM 1092_SB Right Turn Lane

Dear Mr. McBride:

Attached please find our fee proposal for the design of Carwright Road and FM 1092_SB Right Turn Lane. Also attached is our level of effort spreadsheet. Our proposed fee including all subs for Design Phases of the project is \$51,720.00.

Please call me at 281-772-9643 if you have any questions. We look forward to working with LJA and Fort Bend County on this project.

Sincerely,



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

Encl:

Scope of Services
LOE (KAVI)

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

E-Mail: rapolu.vijaya@kaviconsultinginc.com

SCOPE OF SERVICES

Cartwright Rd and FM 1092 SB Right Turn Lane

SCOPE OF SERVICES

This scope includes a Preliminary Design, and Final Design per Fort Bend County Design Standards and Manual for Cartwright Rd and FM 1092_SB Right Turn Lane.

Following are the basic services that will be required for this project:

Preliminary Design Phase

The preliminary design will include the following:

- Field verification for proposed alignment
- Drainage will be reviewed and performed per Atlas 14 or Fort Bend County Drainage District recommended rainfall.
- Perform Drainage Calculations
- Adjustments to the public utilities if it conflicts.
- Preliminary cost estimate preparation
- 30% design plan set

Final Design Phase

The final design phase will include the following:

- Preparation of construction plans that include:
Cover sheet; general notes; index; overall layout; drainage area maps, drainage calculations, drainage improvements, P&P drawings-roadway, drainage, typical sections; traffic control plan; signing and pavement markings; SWPPP; and other applicable details.
- Construction Plans submittals for 70, 95 and 100 percent.
- Coordination with TxDOT, Fort Bend County Drainage District as needed and obtain their approvals if necessary.
- Finalize the preliminary construction cost estimate
- Prepare project manual and combine with signed plans and prepare the CDs and deliver to FBC purchasing and LJA.

Bid Phase:

Provide support to Fort Bend County, including Addendums, Pre-Bid meetings, bid evaluations and recommendations as necessary.

Construction Phase Services (Time and Material)

- a. Attend and assist the County in pre-construction conferences. Attend bi-weekly (once every two weeks) and other project meetings as requested by the County.
- b. Make periodic visits (not less than bi-weekly), as distinguished from the continuous services of a resident project representative, in order to become familiar

with the progress of the work, and to determine if the work is proceeding in accordance with the contract documents.

After each visit or project meeting (including bi-weekly meetings or as specified by County), the Engineer shall prepare and distribute minutes and a written report of his observations of the progress and quality of work performed (including the traffic control plan and implementation of the storm water pollution prevention plan) pursuant to the contract documents. A copy of each report shall be submitted to the County within five (5) working days of any project visit or meeting.

- c. Consult with and advise the County, as often as requested by the County, during construction. Within three (3) working days of the request, the Engineer will issue all instructions, requests for information, and non-conformance reports as requested by the County.
- d. Review, and submit comments on all project schedules as submitted by the Contractor.
- e. Maintain the project submittal log. Review and approve or disapprove submittals. Review shop and working drawings, furnished by Contractors, for compliance with design concepts and specifications and with the information given in the contract documents.
- f. Review monthly and final estimates on forms provided by the County, for payments to the Contractor.
- g. Participate with the County's representatives in a substantial completion and/or final inspection of the Project. The Engineer must conduct inspections to determine the dates of substantial and final completion.
- h. Correct errors and omissions in the drawings and specifications as requested by the County.

The Engineer may render the following Additional Services in connection with the Project as requested by the County:

- a. Conduct alignment surveying, including the preparation of an alignment map, metes and bounds descriptions, parcel stakings, transit control line and benchmarks. Field surveys for design, construction staking and other field investigations.
- b. Perform any necessary changes in the drawings and specifications that are outside the scope of the project.
- c. Prepare and deliver to the County one set of the record drawings in Adobe, PDF, in order by page number, showing those changes made during the construction period based on change orders, marked-up prints, drawings, and other data furnished by the Contractor to the Engineer, and which

Cartwright Rd
Fort Bend County-Precinct-4

the Engineer considers significant. If the project includes traffic signalization, the Engineer will also furnish the County a laminated 11" x 17" sheet showing the "signal layout" as constructed.

Public/private utility design, coordination, pipeline coordination/design, quantity sheet will be performed by KAVI as required.

Plans will be done in AutoCAD format. Land acquisition services are not included.

SCHEDULE

The Preliminary Design Report will be submitted for review within 30 days after authorization received. Phase II final design will take 30 days (not including County review time).

FEE BREAKDOWN

The fees for Phase I and Phase II will be paid on a lump sum basis. The following table gives a breakdown of the total fee by phase:

| Phase | Fee |
|--------------------------------|--------------------|
| Design Phase (KAVI) | \$41,805.00 |
| Construction Phase (KAVI)(T&M) | \$9,915.00 |
| Design (Total) | \$51,720.00 |
| | |
| Total | \$51,720.00 |
| | |