

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(Sidewalk Safety Program)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and AKV Consultants, LLC ("Engineer"), a Texas limited liability company. County and Engineer may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Engineer is a professional engineering firm that provides design and consulting services for structural, drainage, and roadway projects in the state of Texas; and

WHEREAS, County desires for Engineer to provide professional engineering and construction materials testing services for the Sidewalk Safety Program to design, construct, improve, and/or expand various sidewalks to improve pedestrian safety under Mobility Bond Project No. 17206.

WHEREAS, Engineer represents that it is qualified and desires to perform such services for County; and

WHEREAS, pursuant to the requirements of Chapter 2254 of the Texas Government Code, County has determined that Engineer is the most highly qualified provider of such professional services and the Parties have negotiated a fair and reasonable price for the same; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Engineer shall render services to County as provided in Engineer's Proposal dated November 23, 2023 attached hereto as "Exhibit A" and incorporated herein by reference.

3. **Time for Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2026. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.
4. **Compensation and Payment Terms.**
  - (a) Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit A attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Three Hundred Thousand and 00/100 Dollars (\$300,000.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.
  - (b) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit A.
  - (c) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer 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.
5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Three Hundred Thousand and 00/100 Dollars (\$300,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** Engineer understands and agrees that County is a governmental entity and political subdivision of the state of Texas, and as such, is exempt from payment of sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.
8. **Insurance.** Prior to commencement of the Services, Engineer 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. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer shall obtain such insurance written on an Occurrence form 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:
  - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - (b) 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.
  - (c) 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.
  - (d) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer 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 the work under this Contract is completed.

Engineer shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. PURSUANT TO SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**
10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Engineer in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer 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 Engineer. Engineer 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.
13. **Use of Customer Name.** Engineer may use County's name without County's prior written consent only in Engineer's customer lists. Any other use of County's name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer or agent of Engineer who, in County's opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at County's facilities, Engineer shall comply with, and will require that all Engineer's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer 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 Engineer 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 Engineer 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 Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer'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 Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer 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. Engineer 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, Engineer shall advise County immediately in the event Engineer 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 Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer 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, Engineer will promptly turn over to County all documents, papers, and other matter in Engineer's possession which embody Confidential Information.

Engineer 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. Engineer 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.

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

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material, shall at all times be the property of County. County, at all times, shall have a right of access to such work product and information. Engineer shall promptly furnish all such work product and data to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation of Engineer which relate to the Services provided under this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Engineer. Upon termination of this Agreement by County, Engineer shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Engineer's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Engineer by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; action by a government agency; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other incapacities of any Party, similar to those enumerated, which are not within the

control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

**If to County:** Fort Bend County Engineering  
Attn: County Engineer  
301 Jackson Street, 4<sup>th</sup> Floor  
Richmond, Texas 77469

**And**

Fort Bend County, Texas  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

**If to Engineer:** AKV Consultants, LLC  
4600 Hwy 6 N, Suite 200  
Houston, Texas 77084

25. **Performance Representation.** Pursuant to Section 271.904 of the Texas Local Government Code, Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.



26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
27. **Conflict.** In the event there is a conflict among the terms of this Agreement and the terms of Engineer's Proposal attached hereto, the terms of this Agreement entitled "Agreement for Professional Engineering Services" shall prevail with regard to the conflict.
28. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
31. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
32. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list

prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
33. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND 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.
34. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
35. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
36. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**APPROVED:**



\_\_\_\_\_  
J. Stacy Slawinski, County Engineer

**AKV CONSULTANTS, LLC**



\_\_\_\_\_  
Authorized Agent – Signature

Felipe Valdez

\_\_\_\_\_  
Authorized Agent- Printed Name

Operations Manager

\_\_\_\_\_  
Title

4/16/2024

\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# **EXHIBIT A**

(Engineer's Proposal Follows Behind)



4600 Hwy 6 N, Suite 200  
Houston, Texas 77084  
T 214 650 7621 W [akvce.com](http://akvce.com)

November 23, 2023

Stacy Slawinski, P.E. – County Engineer  
Fort Bend County, Texas  
301 Jackson Street  
Richmond, Texas 77469

**Re: Proposal for Fort Bend County Mobility  
Program Sidewalk Safety Program**

Dear Mr. Slawinski:

AKV Consulting Engineers (“AKV” or “Consultants”) is pleased to submit this proposal (the “Agreement”) to Fort Bend County (the “Client”) for providing professional services with regards to Precinct 2 Sidewalk Safety Program.

The team members for this project are:

- Prime - AKV Consultants, LLC
- Surveyor - Luper, LC
- Construction Management & Inspection – SES Horizon Consulting Engineers
- Geotechnical / Construction Materials Testing - Terracon

### **PROJECT UNDERSTANDING**

Fort Bend County Precinct 2 is seeking to partner with local entities including municipalities, utility districts, and cities to construct sidewalks. There are currently no specific sidewalk projects identified.

### **SCOPE OF SERVICES**

The task outlined below are the professional services to be provided by the Consultant.

#### **Task 1 Project Identification and Scoping**

1. Identification of areas will be performed by others.
2. When a project area is confirmed AKV will arrange a site visit with design team to determine scope of work.
3. On a case-by-case basis AKV will request permission from RPS to procure geotechnical borings, topographic survey m and ROW identification.



4600 Hwy 6 N, Suite 200  
Houston, Texas 77084  
T 214 650 7621 W akvce.com

## **Task 2 Plans & Specifications**

1. Develop drawings for sidewalk plans that will include:
  - a. Project layout
  - b. General notes
  - c. Plan & Profile
  - d. Cross sections
  - e. Traffic Control
  - f. Drainage plan and profile
  - g. Stormwater pollution prevention plan (SWPPP)
  - h. ADA & Sidewalk Details
  - i. Miscellaneous Details

## **Task 3 Bidding & Contract Selection**

2. Develop bid package for the project.
3. Attend meetings with RPS Group and Fort Bend County as needed
4. Provide answers to questions from prospective bidders
5. Develop bid tabulation and a Contractor Recommendation Letter

## **Task 4 Construction Inspection (Part-Time Basis)**

1. The construction inspector shall visit the project site to observe and verify:
  - a. Subgrade preparation and/or base installation
  - b. Forms and reinforcing steel installation
  - c. Concrete pours
  - d. Traffic control measures
  - e. SWPPP installations
2. The inspector shall develop project inspection reports to document each visit. Photographs will be used to document construction activities.
3. The inspector shall notify Construction Manager of any serious deficiencies observed in the field. The Construction Manager shall notify RPS of the same.
4. Perform final closeout inspection when all pay items are complete.

## **Task 5 Document Control and Administrative Support**

1. Develop minutes of pre-construction and progress meetings
2. Develop monthly invoices for the project
3. Assist with word processing for construction inspection report



## **FEE**

This project shall be performed on a time-and-materials basis. AKV and all team members will maintain detailed records of time and materials to provide backup for invoicing. Our proposed not-to-exceed fee is \$300,000.00 to include the services of the sub-consultants listed above.

AKV will alert RPS when 50% of the not-to-exceed fee has been billed.

AKC has qualified staff available to execute the work described above. We look forward to a successful project.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Ahmed Valdez'.

---

Ahmed Valdez, PE,  
President

# **Ft Bend County – Sidewalk Safety Program**

## **Schedule of Services AKV Consultants LLC**

<b><u>JOB CLASSIFICATION</u></b>	<b>Maximum Billing Salary Rate</b>
Project Manager	\$230.00
Senior Structural Engineer	\$215.00
Senior Project Engineer	\$206.00
Project Engineer	\$166.00
Engineer-in-Training	\$124.00
Senior Computer Technicians	\$135.00
Computer Technicians	\$84.00
Clerk	\$78.00
<b>Maximum Reimbursable Expense</b>	



**FORT BEND COUNTY  
SIDEWALK SAFETY PROGRAM**

**LUPHER, LLC  
BILLING RATE SCHEDULE**

**EXHIBIT "A"**

<u>Classification</u>	<u>Billing Rates</u>
Sr. Project Manager (RPLS)	\$ 331.00
Project Surveyor (RPLS)	\$ 169.74
Senior Survey Technician	\$ 127.31
Survey Technician	\$ 90.18
Administrative Assistant/Clerical	\$ 90.18
2-Person Survey Crew	\$ 175.05
3-Person Survey Crew	\$ 212.18

Salary Rates above include all employee compensation, general overhead and all benefit:  
Survey Crew Rates include all Conventional Surveying Equipment

**Reimbursable Expenses at cost**

Delivery  
Outside Printing Reprographics  
Parking  
Mileage at current IRS rate  
Other Reasonable & Customary Expenses  
Sub-Consultants  
Surveying Supplies



**2023**  
**SCHEDULE OF SERVICES AND FEES**  
**HOUSTON MATERIALS**

**Personnel**

Principal, per hour .....	\$ 225.00
Senior Engineer, P.E., per hour .....	\$ 200.00
Senior Project Manager / Project Engineer, per hour .....	\$ 165.00
Project Manager / Graduate Engineer, per hour .....	\$ 140.00
Administrative Staff, per hour .....	\$ 85.00
Certified Welding Inspector (CWI), per hour .....	\$ 150.00
Senior Engineering Technician, per hour .....	\$ 85.00
Engineering Technician, per hour .....	\$ 65.00

**Transportation**

Vehicle Charge (local, within Harris County), per trip .....	\$ 70.00
Sample Pick Up, per trip .....	\$ 175.00
Mileage (outside Harris County), per mile .....	\$ 0.80
Per Diem, lodging and food, per day .....	\$ 200.00

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**Remarks:**

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.



**2023**  
**SCHEDULE OF SERVICES AND FEES**  
**HOUSTON MATERIALS**

**Concrete Mix Verifications**

Regular aggregates, each .....	\$ 300.00
Lightweight aggregates, each .....	\$ 350.00
Additional design, same aggregate sample, each .....	\$ 200.00
Review mix design submitted by others, each .....	\$ 175.00
Batch and confirmation of others mix design each .....	By Quotation
Design confirmation cylinder test (ASTM C-39), each .....	\$ 18.00
Design confirmation beam test (ASTM C-293 or C-78), each .....	\$ 55.00

**Concrete Tests**

Cylinder compression test (ASTM C-39), each .....	\$ 18.00
Beam flexural test (ASTM C-293 or C-78), each .....	\$ 55.00
Cube compression test (ASTM C-109), each .....	\$ 30.00
Compressive strength of shotcrete/gunite (ASTM C-1140), each .....	\$ 100.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each .....	\$ 35.00
Lightweight insulating concrete Dry Unit Weight 3" x 6" cylinders (ASTM C-495), each .....	\$ 35.00
Windsor probes, per set of 3 (Technician time charged separately) (ASTM C-305).....	\$ 100.00
Length change of hardened hydraulic cement mortar of concrete (ASTM C-157), set of 3.....	\$ 400.00
Oven Dry Density of Structural Lightweight Concrete (ASTM C-567), each.....	\$ 35.00
Density of Hardened Concrete (ASTM C-642), each .....	\$ 100.00
Determining F <sub>F</sub> Floor Flatness and F <sub>L</sub> Floor Levelness Numbers for Random Traffic Floors (ASTM E-1155) (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour .....	\$ 150.00
Hilti® Ferroskan (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 150.00
Hilti® GPR (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 250.00

**Masonry Tests**

Cement mortar mix verification (ASTM C-305), each .....	\$ 300.00
Compressive strength CMU block (ASTM C-140 ), each .....	\$ 100.00
CMU block absorption only (ASTM C-140), each .....	\$ 90.00
Compressive strength masonry prism (ASTM C-1314) CMU prism up to 8 (in.) width, Hollow Cells, each .....	\$ 100.00
CMU prism up to 8 (in.) width, Grout Filled Cells, each.....	\$ 150.00
Brick prism up to 4 (in.) width, each .....	\$ 100.00
Compressive strength of masonry cube/cylinder (ASTM C-109/C-780), each .....	\$ 30.00
Compressive strength of grout prism (ASTM C-1019), each .....	\$ 50.00
Compressive strength of Brick and Structural Clay Tiles (ASTM C-67), each.....	\$ 75.00



**2023**  
**SCHEDULE OF SERVICES AND FEES**  
**HOUSTON MATERIALS**

**Aggregate Tests**

Sieve analysis, dry (ASTM C-136), each .....	\$ 85.00
Sieve analysis (ASTM C-117), each .....	\$ 75.00
Sieve analysis w/ -200 (ASTM C-136 & C-117), each .....	\$ 120.00
Unit weight (ASTM C-29), each .....	\$ 50.00
Specific gravity/absorption (ASTM C-127 or C-128), each .....	\$ 80.00
Organic impurities (ASTM C-40), each .....	\$ 75.00
Resistivity (TX 129E), each .....	\$ 120.00
L.A. abrasion (ASTM C-131 or C-535), each .....	\$ 350.00
Sulfate soundness, 5 cycles (ASTM C-88), each .....	\$ 550.00
Additional cycles, each .....	\$ 175.00
Sample prep if uncrushed .....	\$ 25.00
Potential Alkali-Silica Reactivity of Aggregates (Mortar Bar Method) (ASTM C1260/C1567):	
2 samples or less, each .....	\$ 1,400.00
3 or more samples, each .....	\$ 1,100.00
Sand Equivalent (ASTM D-2419, TX 203-F), each .....	\$ 120.00
Deleterious Material (ASTM C142), each .....	\$ 80.00
Lightweight Pieces (ASTM C123):	
Fine Aggregate, each .....	\$ 125.00
Coarse Aggregate, each .....	\$ 150.00
Chert, each .....	\$ 175.00
Percent Flat / Elongated Particles (ASTM D-4791), each .....	\$ 65.00
Percent Fractures Faces (ASTM D-4791), each .....	\$ 65.00

**Soils Laboratory Tests**

**Classification**

Moisture Content and visual classification, each .....	\$ 15.00
Atterberg limits (ASTM D-4318 Method A), each .....	\$ 75.00
Percent Passing No. 200 Sieve (ASTM D-1140), each .....	\$ 80.00
Sieve Analysis, each .....	\$ 85.00
Grain Size Analysis (Sieve), each .....	\$ 50.00
Hydrometer Analysis, each .....	\$ 125.00
Density, each .....	\$ 20.00



**2023**  
**SCHEDULE OF SERVICES AND FEES**  
**HOUSTON MATERIALS**

**Compaction**

Optimum moisture / maximum density relations (proctors)

ASTM D-698, method A & B, each .....	\$ 175.00
ASTM D-698, method C, each (Includes Rock Correction ASTM D4718) .....	\$ 200.00
ASTM D-1557, method A & B, each .....	\$ 220.00
ASTM D-1557, method C, each (Includes Rock Correction ASTM D4718) .....	\$ 235.00
TXDOT 113E, each .....	\$ 270.00
TXDOT 114E, Part I, each .....	\$ 220.00
TXDOT 114E, Part II, each .....	\$ 270.00
Relative density (ASTM D-4254), each .....	By Quotation
Sample preparation (if required), each.....	By Quotation

**Strength**

TXDOT wet ball mill value (TEX 116E), each .....	\$ 250.00
TXDOT triaxial series (TEX 117E), each.....	\$1500.00
California Bearing Ratio (CBR) (ASTM D-1883), each.....	\$ 450.00
Compressive Strength Tests including molding	
Fine grained soils (ASTM D-1633, Method A), each .....	\$ 85.00
Base material (TEX 120E), each .....	\$ 100.00

**Stabilization Evaluation**

Lime Series Testing – pH only (ASTM D6276) .....	\$ 350.00
Lime Series Testing – PI and pH (ASTM D6276 and D4318) .....	\$ 500.00
Cement content (ASTM D-806), each.....	\$ 750.00
Cement content (ASTM D-806), two or more samples, each .....	\$ 550.00
Soil pH Value, each.....	\$ 55.00
Fresh cement content (ASTM D-2901), each.....	\$ 95.00
Fresh cement content 3 point curve (ASTM D-2901), each.....	\$ 420.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each .....	\$ 60.00

**Soils Field Services**

Technician time will be charged at the appropriate hourly rate plus:

Nuclear density gauge, per trip.....	\$ 60.00
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**2023**  
**SCHEDULE OF SERVICES AND FEES**  
**HOUSTON MATERIALS**

**Coring Services\***

**\*Coring performed by a Terracon Approved Sub-Contractor**

Core drilling, minimum charge per trip, local, each.....	\$ 350.00
Concrete pavement cores, 4" diameter up to 6" depth or less, each.....	\$ 100.00
Concrete coring, additional thickness greater than 6" depth, per inch .....	\$ 10.00
Testing concrete cores (includes: length, sawing, capping and compressing testing), each ..	\$ 115.00
Asphalt pavement cores 4" diameter up to 6" depth or less, each.....	\$ 70.00
Asphalt coring, additional thickness greater than 6" depth, per inch .....	\$ 8.00
Standby time in clients interest, machine and operator, per hour .....	\$ 75.00
Structural Concrete Coring.....	By Quotation

**Asphaltic Concrete Services**

Molding specimens (TEX 206F), set of 3 .....	\$ 75.00
Molding specimens (TEX 241F), set of 2 .....	\$ 150.00
Bulk specific gravity of lab molded specimens, set of 2 or 3.....	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each .....	\$ 75.00
Maximum theoretical density (TEX 227F), each .....	\$ 120.00
Hveem stability (TEX 208F), set of 3 .....	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each.....	\$ 240.00
Asphalt Content and Gradation (TEX 236F & TEX 200-Part 1), each.....	\$ 240.00
HMAC Mix Design (TEX 204F), each .....	\$1,600.00
HMAC Mix Design review prepared by others, each .....	\$ 250.00

**NDE Field Services**

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day .....	\$ 150.00
MT/LP consumables, per day .....	\$ 150.00
Minimum trip charge, personnel and equipment.....	\$ 500.00
Torque Wrench, per hour .....	\$ 100.00
Skidmore Wilhelm, per day.....	\$ 100.00
Paint thickness gauge, per day.....	\$ 50.00

**Sprayed Applied Fireproofing Materials**

Density by Displacement Method (ASTM E-605), each .....	\$ 50.00
Adhesion / Cohesion (ASTM E-736), each.....	\$ 30.00

**Roofing Materials**

Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), with aggregate .....	\$ 350.00
Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), without aggregate .....	\$ 350.00
Moisture content of roofing aggregate (ASTM D-1864) .....	\$ 50.00
Hardness of roofing aggregate (ASTM D-1865).....	\$ 120.00

**2023**  
**SCHEDULE OF SERVICES AND FEES**  
**HOUSTON MATERIALS**

**Remarks**

- Tests not listed can be quoted on request.
- Rush test results are subject to a surcharge.
- Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.
- Materials samples should be submitted in a form that complies with applicable requirements.
- Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.
- Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.
- All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent.



October 9, 2023

Mr. Ahmed Valdez. P.E.  
President  
AKV Consulting Engineers  
4600 Highway 6 North  
Houston, Texas 77084

Reference Project:  
Fort Bend County Mobility Program  
Sidewalk Safety Program  
Fort Bend Project No. XXXXX

Dear Mr. Valdez:

This letter serves as a formal proposal from SES Horizon Consulting Engineers, Inc. (**SES**) to AKV Consulting Engineers (**AKV**) for **SES** to provide Professional Engineering, Technical Services, Construction Project Management, Project Document Control And Observation & Inspection Services in Compliance with all Fort Bend County (**FBC**) requirements, for the above referenced project.

The project and professional services listed above, will be prepared in accordance with the following documents provided by the FBC Program Manager:

Attachment A – FBC Mobility Bond Program Projects Designed By AKV  
Attachment B – FBC Mobility Construction Standards  
Attachment C – Construction Manager Scope Of Work (copy attached)

**SES's** man hour billing rates indicated below are for your reference and use:

Principal - \$202.00 Per Hour  
Project Coordinator - \$144.00 Per Hour  
Structural Engineer - \$144.00 Per Hour  
Senior Engineer - \$127.00 Per Hour  
Engineer - \$120.00 Per Hour  
Engineering Technician - \$76.00 Per Hour  
Construction Inspector - \$105.00 Per Hour  
Administration - \$50.00 Per Hour

Please review and advise if you require any additional information and/or clarifications. We look forward to providing this service to **AKV**.



**Reference Project:**

**Fort Bend County Mobility Program**

**Sidewalk Safety Program**

**Fort Bend Project No. XXXXX**

**October 9, 2023**

**Page 2**

Sincerely,

**SES HORIZON CONSULTING ENGINEERS, INC.**

**TBPE Firm Registration Number 3922**

A handwritten signature in blue ink that reads "Epi E. Salazar Jr. P.E.".

Epifanio (Epi) E. Salazar Jr., P.E., Principal