

3. **Time for Performance.** Time for performance for the Services provided under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2032. 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.**

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 Five Hundred Eighteen Thousand, Two Hundred Forty Four dollars and 40/100 (\$518,244.40). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

(a) 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."

(b) 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. Engineer shall submit invoices no more frequently than on a monthly basis. 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.

(c) Accrual and payment of interest on any overdue payments assessed by Engineer, if any, shall be governed by Chapter 2251 of the Texas Government Code.

(d) Engineer understands and agrees that County's obligation to make any payment(s) hereunder is dependent upon Engineer's completion of the Services in a timely, good, and professional manner and in accordance with the performance representations made in Section 25 of this Agreement. Therefore, 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 \$518,244.40. 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 \$518,244.40 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 Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$518,244.40.

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 any 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 this Agreement 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 Agreement is completed.

Engineer shall not commence any portion of the work under this Agreement 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 SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. IN ADDITION, ENGINEER SHALL PROCURE AND MAINTAIN LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

ENGINEER SHALL TIMELY REPORT TO COUNTY ALL SUCH MATTERS ARISING UNDER THE INDEMNITY PROVISIONS ABOVE. UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT,

ACTION, PROCEEDING, LIEN, OR JUDGMENT, AND NO LATER THAN THE FIFTEENTH DAY OF EACH MONTH, ENGINEER SHALL PROVIDE COUNTY WITH A WRITTEN REPORT ON EACH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER, AND THE COOPERATION OR ASSISTANCE, IF ANY, OF COUNTY REQUIRED BY ENGINEER IN THE DEFENSE OF EACH MATTER. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, OR ITS AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL, ENGINEER SHALL, NEVERTHELESS, FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN, OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT SAID ACTS AND/OR OMISSIONS OF ENGINEER ARE NOT AT ISSUE IN THE MATTER.

THE INDEMNITY PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF CERTIFICATION OF COMPLETION OF THE SERVICES UNDER THIS AGREEMENT BY COUNTY, WHETHER IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS SECTION.

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 or agent of Engineer who, in County's opinion, is incompetent or by his conduct becomes 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 matters 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 (collectively, "Materials"), shall at all times be the property of County. County, at all times, shall have a right of access to the Materials. Engineer shall promptly furnish and deliver all such Materials to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for Materials that have been modified post-delivery to County or used by County 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 (collectively, "Records") of Engineer which relate to the Services provided under this Agreement for the purposes of making audits, examinations, excerpts, copies, and transcriptions. Engineer shall maintain all such Records in a readily available state and location, reasonably accessible to County or their authorized representatives. 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. **ENGINEER SHALL NOT DESTROY OR DISCARD ANY RECORDS REASONABLY RELATED TO THIS AGREEMENT OR THE SERVICES, UNLESS THE TIME PERIOD FOR MAINTAINING THE SAME HAS EXPIRED.**

19. **Termination.**

- (a) Without Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to Engineer.
- (b) With Cause. County, in its sole discretion, and without prejudice to any other remedy to which it may be entitled to at law or in equity, may terminate this Agreement, in whole or in part, with cause, for any of the following reasons, each of which shall constitute a material breach and "Default" of the Agreement:
 - (1) Engineer fails to perform any portion of the Scope of Services within the timeframe(s) provided under this Agreement.
 - (2) Engineer fails to comply with County's documentation and reporting requirements, terms and requirements of this Agreement, or applicable federal, state, or local laws and regulations.
 - (3) Non-performance and suspension of the Agreement by Engineer that exceeds thirty (30) calendar days due to Force Majeure.
 - (4) Engineer fails to perform any obligation under this Agreement or as required by law, ordinance, or regulation and such failure creates an imminent threat to the public health and/or safety.
 - (5) Engineer otherwise 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.

- (6) County shall notify Engineer in writing of the alleged Default in reasonable detail (“Notice”). Upon receipt of said Notice, Engineer shall have opportunity to cure such Default within the time specified in the Notice by County. If Engineer fails to cure such Default within such time, and to the reasonable satisfaction of County, then County may elect to terminate this Agreement for cause.
 - (7) If, after termination of the Agreement by County for cause, it is determined for any reason whatsoever that Engineer was not in Default, or that the Default was excusable, the rights and obligations of the Parties hereunder shall be the same as if the termination had been issued by County without cause in accordance with this Agreement.
 - (c) Upon termination of this Agreement for any reason, Engineer shall cease all work and activity for the Services by the date specified by County and shall not incur any new obligations or perform any additional services for the work performed hereunder beyond the specified date. County shall compensate Engineer in accordance with Section 4, above, for such work provided by Engineer under this Agreement prior to its termination and which has not been previously presented for payment by Engineer to County.
 - (d) 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 Engineer.
20. **Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then, within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are so 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, Force Majeure includes, but is not limited to: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States of America or the State of Texas or any civil or military authority other than a Party to this Agreement, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, severe storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other

inabilities 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 shall not assign this Agreement to another party without the prior written consent of County, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported or attempted assignment or transfer in violation of this Section shall be null and void.
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, 4th Floor
Richmond, Texas 77469

And

Fort Bend County, Texas
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Engineer: KAVI Consulting, Inc.
1011 Highway 6S, Suite 307
Houston, Texas 77077

Within five (5) business days of the Effective Date of this Agreement, each Party to this Agreement shall designate in writing to the other Party one person and one alternate person to be that Party's designated spokesperson for communications between the Parties.

25. **Standard of Care.** 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. **Travel Policy.** Mutually approved travel and mileage expenses incurred in the performance of the Services hereunder will be reimbursed to Engineer only to the extent that those costs do not exceed Fort Bend County travel reimbursement allowances. A copy of County’s Travel Policy with those reimbursement limits shall be provided to Engineer upon request.
27. **Arbitration, Litigation Waiver, and Attorney Fees.** County does not agree to submit disputes arising out of this Agreement to binding arbitration nor does County agree to pay any and/or all attorney fees incurred by Engineer in any way associated with this Agreement. Therefore, any references in Engineer’s Proposal to binding arbitration, waiver of a right to litigate a dispute, or payment of attorney fees are hereby deleted.
28. **No Waiver of Jury Trial.** County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references in Engineer’s Proposal to County’s waiver of jury trial are hereby deleted.
29. **Limitations.** Limitations for the right to bring an action, regardless of form, shall be governed by the applicable laws of the State of Texas, and any provisions to the contrary in Engineer’s Proposal are hereby deleted.
30. **Indemnification by County. ENGINEER UNDERSTANDS AND AGREES THAT UNDER THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN ENGINEER’S PROPOSAL TO COUNTY DEFENDING, INDEMNIFYING, OR HOLDING OR SAVING HARMLESS ENGINEER OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY DELETED.**
31. **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.

32. **Conflict.** In the event there is a conflict among the terms of this document entitled “Agreement for Professional Engineering Services” and the terms of Engineer’s Proposal or any other exhibit attached hereto, the terms of this document shall prevail with regard to the conflict.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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, Engineer 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.
38. **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.
39. **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.
40. **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.
41. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original.
42. **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

KAVI CONSULTING, INC.

KP George, County Judge

R Vijei Kumar

Authorized Agent – Signature

Date

Vijaya Rapolu

Authorized Agent- Printed Name

ATTEST:

President

Title

Laura Richard, County Clerk

02/19/2026

Date

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, County Engineer

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

(Follows Behind)

KAVI Consulting, Inc.

January 16, 2026

Cassandra Cantner, P.E., ENV SP
Project Manager
Tetra Tech
575 N. Dairy Ashford, Suite 700
Houston, Texas 77079

Reference: **Professional Engineering Services for Fort Bend County-Arcola Community Center- Access Road, Parking Lot & Detention Pond Design (FBC Project #23224x).**

Dear Ms. Cantner,

In accordance with your request, we are submitting this proposal for Kavi Consulting Inc (KAVI) to provide engineering services for the above-mentioned project.

Project Description

A preliminary layout of the project is shown as **Appendix A**. Project consists of the following scope:

- Construct a new Access Road (Approximately 1,050 LF)
- Construct new Parking Lot to serve City of Arcola (Approximately 300 Parking Spaces)
- Construct multiple driveways along the proposed Access Road
- Construct Detention Pond to mitigate the increase in flow from Access Road and parking lot improvements
- Construct Storm Pump Station and force main to pump the flow from new detention pond
- Construct storm sewers to convey the flow
- Easement for EV & Pump Station
- Adjust the existing utilities which conflict with proposed improvements
- Design Signing and Pavement Markings (SPM)
- Perform Geotechnical Analysis
- Perform limited Topographic Survey
- Perform SUE

Scope of Services

Appendix B is Scope of Services identifying the PER, Final Design, Bidding support, Construction Phase Services for construction of Access Road, Parking Lot and Detention Pond for City of Arcola Community Hall.

Project Fees

KAVI will provide the above services on a Lump Sum basis for design services as follows. A detailed Level of Effort (LOE) is attached as **Appendix C**.

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

E-Mail: rapolu.vijaya@kaviconsultinginc.com

KAVI Consulting, Inc.

City of Arcola-Access Road, Parking Lot and Detention Pond:

1.	Phase I-PER	\$137,290.00
2.	Phase II – Final Design	\$278,242.00
3.	Phase III – CPS (Time & Material)	\$30,000.00
4.	Additional Services	\$29,480.00
5.	Additional Option Services	\$43,232.40
	Total	\$518,244.40

Sub-Consultants

Listed below are the sub consultants and their responsibilities on this project. A detailed Level of Effort (LOE) is attached as **Appendix D**.

1. **Doshi Engineering & Surveying Company**
 - a. Limited Topographic Surveying (Additional Services)
2. **The Murillo Company**
 - a. Geotechnical Services (Additional Services)
3. **ATLAS-Midtown Engineers**
 - a. SUE (Additional Services)

Exclusions from the Contract


Unless otherwise authorized by the Client, the following items are excluded from the scope: SWQMP, Existing storm pump modifications, Future Arcola Community Center design, Parking Lot Illumination, EV Charging Station design, Phase I&II ESA, CLOMR, LOMR, Tree Protection & Mitigation, detailed design of Landscape & Irrigation, Reproduction, Special Licenses and Permits (Payment).

Schedule

Once authorized and prior to submittal of our first invoice, a detailed schedule will be developed consistent with the Client requirements. We will strive to perform our services to achieve the project goals on time.

We appreciate the opportunity to submit this proposal and work with you on this project. We look forward to working with you on the successful completion of this project. If you have any questions or need additional information regarding this proposal, please contact me at 281-772-9643 or rapolu.vijaya@kaviconsultinginc.com.

Sincerely,
KAVI CONSULTING, INC


Vijaya Rapolu, P.E.

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

E-Mail: rapolu.vijaya@kaviconsultinginc.com

KAVI Consulting, Inc.

Attachments:

Appendix A: Preliminary Layout

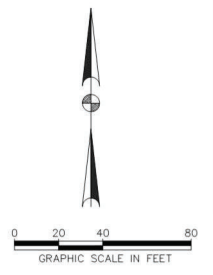
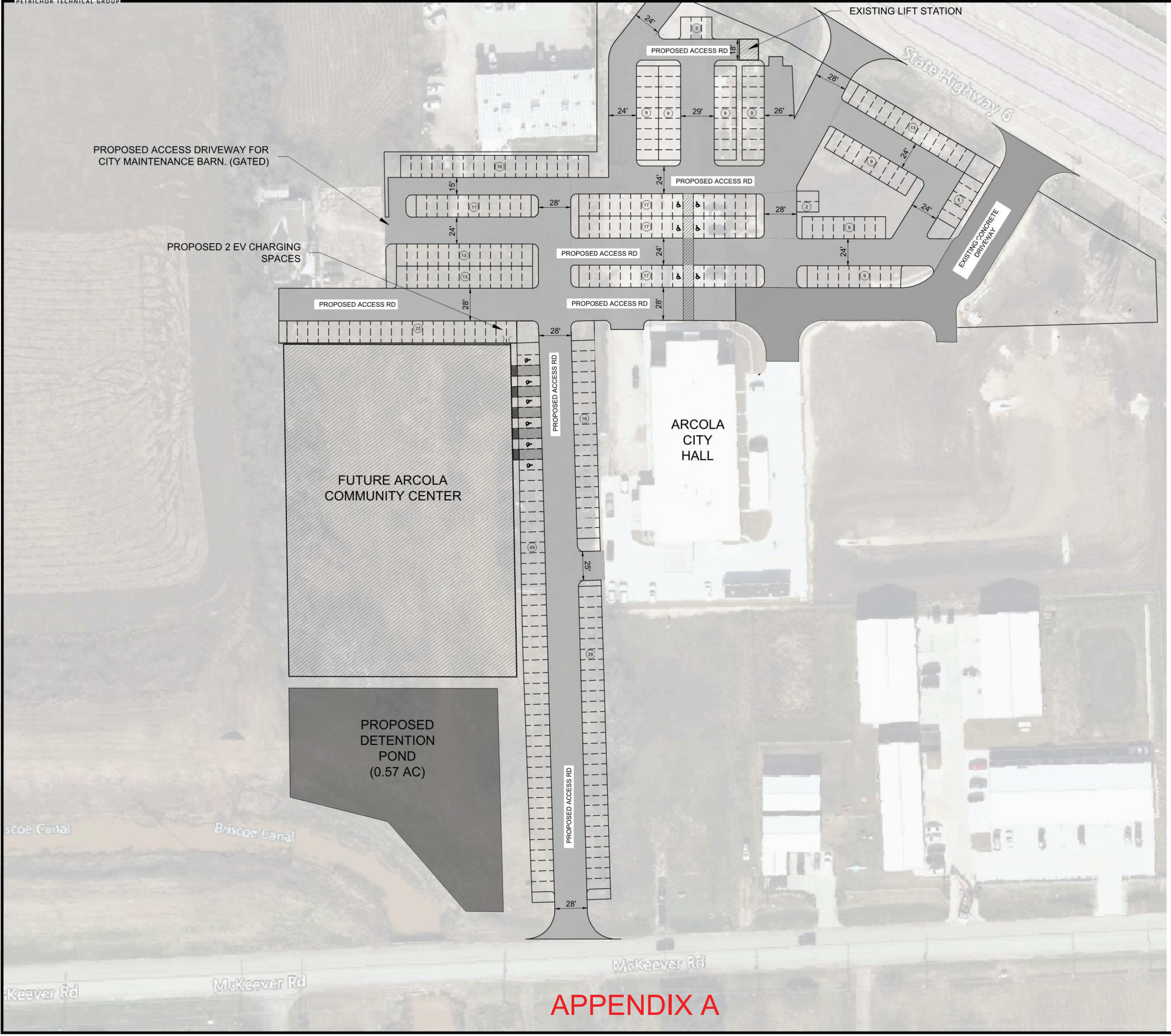
Appendix B: Scope of Services

Appendix C: Level of Effort

Appendix D: Sub-Consultant Scope of Services

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

E-Mail: rapolu.vijaya@kaviconsultinginc.com



**CITY OF
ARCOLA-ACCESS
ROAD AND
PARKING
IMPROVEMENTS**



No.	DATE	DESCRIPTION

PARKING ANALYSIS	
CITY OF ARCOLA @ 434 MCKEEVER ROAD	
PARKING SPACES	296
ACCESSIBLE PARKING SPACES	12
EV PARKING SPACES	02
TOTAL PARKING SPACES	310

PARKING EXHIBIT
CITY OF ARCOLA
@
434 MCKEEVER ROAD, ARCOLA, TX
77583

THIS DRAWING IS
CONCEPTUAL LAYOUT AND
FOR REVIEW ONLY. NOT
INTENDED FOR PERMITTING
OR CONSTRUCTION.

DATED: JUNE 27, 2025

FLOOD NOTES:

Project Number:
Issue Date: JUNE 2025
Drawn By: V.D
Checked By: A.P.M
Scale:
File Path:

APPENDIX B

SCOPE OF SERVICES AND DELIVERABLE DOCUMENTS

FORT BEND COUNTY

ARCOLA COMMUNITY CENTER

ACCESS ROAD, PARKING LOT & DETENTION POND

A. General

The Engineer shall provide professional engineering services as described in the Contract. Reference to Client throughout document refers to the Fort Bend County. Reference to Engineer throughout document refers to Kavi Consulting Inc (KAVI).

B. Description of Project (Arcola Community Center- Access Road, Parking Lot and Detention Pond)

The Project generally is described as follows, based on discussions and meetings with the Client:

Arcola Community Center Access Road, Parking Lot and Detention Pond:

- Construct a new Access Road (Approximately 1,050 LF)
- Construct sidewalks
- Construct new Parking Lot to serve City of Arcola (Approximately 300 Parking Spaces)
- Construct multiple driveways along the proposed Access Road
- Construct Detention Pond to mitigate the increase in flow from Access Road and parking lot improvements
- Construct a storm water pumpstation and force main to pump the flow from new detention pond.
- Construct storm sewers to convey the flow
- Adjust the existing utilities which are in conflict with proposed improvements
- Design Signing and Pavement Markings (SPM)
- Perform Geotechnical Investigation
- Perform Topographic Survey
- Perform SUE
-

No ROW acquisition is anticipated for the proposed improvements. However, this will need to be further analyzed based on preliminary design.

Reference Standards and Criteria:

- o Fort Bend County Engineering Department - Engineering Design Manual (Latest Edition) <https://www.fortbendcountytexas.gov/sites/default/files/2023-07/20220301-Engineering-Design-Manual.pdf>
- o Fort Bend County Drainage Criteria Manual (Latest Revision) <https://www.fortbendcountytexas.gov/government/departments/county-services/drainage-district/drainage-criteria-manual>
- o Fort Bend County Interim Atlas 14 Drainage Criteria Manual and Minimum Slab Elevation Criteria (Latest Revision) https://www.fortbendcountytexas.gov/sites/default/files/2021-10/3357_dd4_drainage_manual_revisions.pdf
- o Harris County Design Guidelines (use if FBC does not have a criteria or standard on an specific item) – Various design guidelines are available from Harris County. Design Consultant shall use the latest revision available.
- o Texas Department of Transportation (TxDOT) (use if FBC or HC do not have criteria or a standard on an specific item)- Various design guidelines are available from the Texas Department of Transportation. Design Consultant shall use the latest revision available.
- o Texas Manual on Uniform Traffic Control Devices (TMUTCD), published by TxDOT.
- o Public Utility designs shall comply with the requirements of the municipality having jurisdiction, the Texas Commission on Environmental Quality, and the Texas Water Code.
- o Private utility crossings shall comply with the requirements of the utility owner. This also applies to railroad and irrigation channel crossings.

Wherever there are differences in requirements between the reference materials and standards and this scope, the Engineer shall perform services in accordance with the stricter requirements.

Units of Measure - This Project shall be prepared using English units.

C. Review of Existing Information

- a) Existing utility information, existing record drawings of previous contracts, and existing survey information are readily available to the Engineer and the public. The County shall provide access to such information. It is the responsibility of the Engineer to physically gather this information from all available sources.
- b) The Engineer shall review applicable existing information and develop independent recommendations based on the information. It is expected that the investigative work involved in these previous engineering efforts will not be duplicated, except as included in this Scope of Services.

D. Correspondence

- The Engineer shall reference the County's Project Title and Planning Project Number on all correspondence and submittals.
- The Engineer shall manage the efforts of the Project team members and Consultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- Periodic meetings shall be held to review the progress of the engineering effort, or to address other issues which may arise. The County shall initiate meetings that include the Engineer and his Consultants, and if necessary, the County Engineer and other applicable parties. The Engineer shall prepare and deliver meeting minutes and record memorandum of decisions and action items to the County within 5 working days after each meeting.
- The Engineer shall notify the County immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.
- Submit invoices on County's standard form, or other approved format, to include a progress report documenting the status of each milestone and/or task noted in the fee schedule to record activities and deliverables completed within the invoice period and to note activities planned for the next month.

BASIC SERVICES (Arcola Community Center - Access Road, Parking Lot & Detention Pond)

Project Management during Basic Services: Perform Project management and administration necessary for completion of the Project. Services shall include, but are not limited to, the following:

- Progress meetings
- Project review meetings
- Monthly progress reports & invoicing
- Sub-Consultant coordination
- Prepare and update project schedule
- Interagency Coordination
- Private Utility Coordination

1. Preliminary Engineering services (30% Design)

Engineer shall prepare a Preliminary Engineering Report (PER), including exhibits, and attachments in support of the proposed access road within Arcola Community Center. The project consists of 1,050 LF of Access Road, approximately 300 parking spaces, Storm Sewers and Detention Pond. Scope of services is as follows:

a) Field investigations

Make field visits obtain existing conditions of roadway, drainage, sidewalks, utilities and other appurtenances. Field documentation will include field notes, and photographs of the project area.

b) Existing Document Review

Contact the Fort Bend County, City of Arcola, Fort Bend County Drainage District (FBC DD), Gulf Coast Water Authority, TxDOT and Utility companies to obtain existing reports, drawings and surveys. Determine the condition of existing facilities in the project area based on the field investigations and existing documents review.

c) Existing Utility Review

- Gather existing public utility information from known sources including the County database, City of Arcola database, and as-built drawings.
- Gather existing private utility information from private utilities and as-built drawings.
- Coordinate with private utility companies to gather franchise utility information.
- Prepare a utility conflict matrix with potential utility conflict locations and utility owner information.

d) Review Surveying (Prepared by Sub-Consultant)

- Topographic & Boundary surveying will be conducted in accordance with the County requirements.
- Partial topographic survey was already conducted for a different project, we will be utilizing the previously conducted survey and amend with additional survey for any gaps.
- Topographic Survey to include geotechnical boreholes
- Topographic survey will be used in developing the 30% plans.
- A signed and sealed drawings will be provided.
- Scope of Surveying is included in Additional Services.

e) Review Geotechnical Investigation (Prepared by Others)

- Geotechnical investigations will be performed in accordance with the County requirements.
- Findings from the geotechnical investigation will be summarized in the report.
- Geotechnical recommendations will be considered in designing the pavement, utilities, and earthwork within the project limits.
- A signed and sealed report will be provided
- Scope of Geotechnical Investigation is included in Additional Services.

f) Evaluate Access Road Alternatives

- The Engineer shall evaluate various alternatives for access road based on existing conditions and limitations.
- The Engineer shall discuss with the Client to determine the most efficient and economical alternative for the maintenance road around the proposed pond.

g) Evaluate Parking Lot Alternatives

- The Engineer shall evaluate various alternatives for Parking to accommodate 310 parking spaces based on existing conditions and limitations.
- The Engineer shall discuss with the Client to determine the most efficient and economical alternative for the parking lot design.

h) Perform Drainage Analysis

- The Engineer shall evaluate and optimize various drainage design alternatives including storm sewers and open ditch conveyance or a combination for optimal efficiency following the latest adopted Fort Bend County guidelines and standards.
- With the selected access road and parking lot design, a preliminary profile and the location and size of the storm sewer trunkline, if applicable, shall be developed.
- The Engineer shall present the Drainage Study and will be discussed with the Program Manager and submitted to FBCDD for approval before final design begins.

i) Evaluate Detention Alternatives

- The Engineer shall evaluate and optimize various detention alternatives to mitigate the increase in impervious flows from the Access Road and Parking Lot improvements.
- The Engineer shall discuss with the Client to determine the most efficient and economical alternative to accommodate the required detention volume.
- The Engineer shall present the Drainage Study and will be discussed with the Program Manager and submitted to FBCDD for approval before final design begins.

j) Evaluate Traffic Control Options

- The Engineer shall prepare determine construction phasing and develop a traffic control plan so that the functions of the City Hall and related emergency services are maintained during construction..

- The Engineer shall identify disruptions to traffic and propose measures to address the concerns.

k) Evaluate Storm Water Pollution Prevention Plan

- The Engineer shall prepare the general SWPPP plan.
- The Engineer shall identify any major challenges and will propose measures to address the concerns.

l) Estimated Construction Cost

- The Engineer shall prepare Estimated Construction Cost based on 30% design for the project.

m) Per Presentation Meeting

- Present a presentation to present the findings the status of the project to include, but not limited to, Access Road Design Alternatives, Storm Sewer Design Alternatives, Detention Alternatives, Utilities, and Variances.
- Review utility conflicts and relocation plans
- Provide preliminary schematics and exhibits to support discussions to solicit input from the Client on decision items.
- Review constructability
- Review cost estimates

n) 30% Plans

- Prepare 30% design plan and profile drawings to scale on 11-in x 17-in page size. The drawings shall adhere to the graphic requirements as required by current County design criteria.
- Prepare design drawings for the recommended access road, parking lot, storm sewer improvements, detention and TCP.

o) PER Report

Develop a PER Report containing following text, exhibits and attachments: Final PER scope should only include incorporation of City comments and number of copies. Report will be prepared in accordance to Fort Bend County Engineering Department-Engineering Design Manual, Section 1.

- Project Location and scope of the project
- Existing Conditions
- Existing Utilities
- Existing drainage
- Existing Floodplain
- Proposed design alternatives
- Proposed drainage
- Geotechnical findings
- Survey findings
- SUE findings
- Permits and Regulatory requirements
- Variances
- Cost Estimates
- Recommendations

Following Exhibits will be included:

- Location Map- County map with project location noted and streets labeled. Include County Precinct boundaries and number designation.
- Vicinity Map-Neighborhood level map with project boundary and streets labeled. Identify watershed, receiving drainage system, Key Map, and GIMS Facet Numbers.
- Utility Map – An exhibit in one-line detail that clearly shows overall layout of all public and private utilities, including water, wastewater, storm, and all appurtenances.
- Typical Cross-Sections – Show the typical sections of the Access Road
- Floodplain Maps – 100-yr floodplain limits from FEMA’s FIRM (if project located in 1% flood hazard area then show more frequent flood limits.)
- Drainage Maps

- Proposed Alternatives
- TCP Concept
- 30% design plans for access road, parking lot and detention pond

2. Phase II Final Design (Arcola Community Center- Access Road, Parking Lot & Detention Pond)

Phase II Final Design will consist of developing design and construction bid documents, including plans, specifications, and estimates (PS&E), for the Access Road, Parking Lot and Detention Pond construction. The final design and construction bid documents will include the PS&E and all required bid forms. All the drawings and documents will meet the County standard requirements.

Specific Basic service tasks for development of the paving and drainage package will include:

a) Meetings, Coordination and Management

- Development of the project will require meetings and coordination occurring both in person and by telephone. Regular meetings will occur to document and confirm the project status and progress. Additional meetings will occur for coordination with other agencies, utility owners, and other affected stakeholders. Meetings related to the project will be of reasonable frequency and duration.
- Engineer shall perform coordination necessary to obtain required reviews and approvals from applicable agencies and utility owners.
- Other agency and stakeholder coordination, including but not limited to:
 - Fort Bend County, for coordination of on-going projects and approvals
 - City of Arcola, for coordination of on-going projects and approvals
 - FBCDD , mainly for coordination of the outfall in FBDD tributaries
 - Gulf Coast Water Authority, for the coordination of detention pond outfall to the Briscoe Canal
 - Private utility owners for relocation of utilities
- Progress meetings
- Monthly progress reports & invoicing

b) Design

- Access Road
- Parking Lot with sidewalks
- Storm Sewer Design
- Detention Pond
- Storm Water Pump Station & Force Main
- Drainage Impact Analysis

c) Engineering drawings and design

A. Engineer shall prepare a set of construction drawings and a KMZ file including, as a minimum:

- Cover Sheet
- Index Sheet
- General Construction Notes
- Legend & Abbreviations
- Overall Layout Plan
- Typical Sections
- Alignment Control Map
- Survey Control Map
- Demolition Plan
- Drainage Area Map
- Drainage Calculation Sheets
- Plan and Profiles
- Forcemain Plan and Profile
- Parking Lot Grading Sheets
- Detention Pond Grading Sheets
- Pump Station Design & Calculation Sheets
- Driveway Tabulation

- Signing and Pavement Marking Plan
 - Traffic Control Plan and Detour Plan
 - Storm Water Pollution Prevention Plan
 - Standard Details
 - Cross Sections
- B. Project Manual including as a minimum: Fort Bend County’s Purchasing Department will prepare the Project Manual for bidding. The following items will be provided by the Engineer
1. Bid Forms
 2. All supplemental and non-standard technical specifications
 3. Special Reports
- C. Engineer shall submit documentation that drawings were submitted to private utilities for final review.
- D. Engineers shall submit design review checklist (as available)
- E. Engineer shall submit Letters and Exhibits for private utility relocation
- F. Engineer shall submit a variance request if required.
- G. Engineer shall submit a final opinion of probable construction cost and construction timeline schedule.

H. Agency Approvals and Signatures

- The Engineer shall obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact on the Project prior to final approval by the County. Sufficient time in the project schedule should be allocated to secure these approvals. Governmental agencies include, but are not limited to, County Engineering, City of Arcola, Fort Bend Drainage District and TxDOT. Utility signatures include, but are not limited to, SBC, CenterPoint Energy Entex, Inc., AT&T, and cable TV.
- Obtain necessary approvals (permits, license agreements, etc.) from TXDOT, railroad and pipeline companies prior to final approval by the County. Sufficient time in the project schedule should be allocated to secure these approvals prior to bid advertisement.
- Obtain approval from Gulf Coast Water Authority

I. Bid Phase Services

- The Engineer shall assist the County in conducting the pre-bid conference, and submit meeting minutes within 3 working days.
- The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.

3. Phase III - Construction Phase Services (Time & Material)

Engineer shall perform Construction Phase Services. These services will generally include the following:

- Attend pre-construction meeting and report summary of items discussed
- Review and respond to Contractor submittals
- Review and respond to requests for information (RFIs)
- Assist the Client in change orders.
- Prepare and submit record drawings

4. Additional Services

Unless otherwise authorized or modified by the County Engineer, the Engineer shall perform the following Additional Services:

- a) Topographic Survey & Boundary Survey (See attached DOSHI Surveying Proposal)
- b) Geotechnical Investigation (See attached THE MURILLO COMPANY Proposal)

5. Additional Optional Services

Unless otherwise authorized or modified by the County Engineer, the Engineer shall perform the following Additional Optional Services:

- c) SUE Investigation (See attached ATLAS proposal)
- d) TxDOT Roadway Access Permit (KAVI)
- e) Irrigation System design for future irrigation (KAVI)
- f) SLE Requirements for CPE (KAVI)
- g) Electric Power and Easements for EV & Pump Station Coordination (KAVI)

6. Services excluded from current scope of work

Unless otherwise authorized or modified by the County Engineer, the following services are excluded from the current scope of work:

- a) Environmental Site Assessment (Phase I&II ESA)
- b) Storm Water Quality Management Plan
- c) Modifications to existing pump station
- d) Design related to Future Arcola Community Center building (design, drainage, mitigation etc)
- e) Work related to EV Charging Stations design (Installation, maintenance, etc)
- f) Parking Lot Illumination design
- g) CLOMR/LOMR
- h) Tree Protection & Mitigation Plan
- i) Landscape & Irrigation Plan (will use the standard County drawings)
- j) Special Licenses and Permits

Appendix - C

**KAVI CONSULTING INC
LEVEL OF EFFORT**

**FBC-Arcola Community Center - Access Road, Parking Lot & Detention
Pond**

January 16, 2026

Total Budget Summary

Access Road	Budget \$
Phase I- PER	\$137,290.00
Phase II-Final Design	\$278,242.00
Phase III-Constriction Phase	\$30,000.00
Total	\$445,532.00

Additional Services	Budget \$
Phase I- PER	\$29,480.00
Phase II-Final Design	
Phase III-Constriction Phase	
Total	\$29,480.00

Additional Optional Service:	Budget \$
Phase I- PER	\$0.00
Phase II-Final Design	\$43,232.40
Phase III-Constriction Phase	
Total	\$43,232.40

Total Project Budget Fee	\$518,244.40
---------------------------------	---------------------

**KAVI CONSULTING INC
LEVEL OF EFFORT**

FBC-Arcola Community Center - Access Road, Parking Lot & Detention Pond
January 16, 2026

Phase I (PER)Basic Services Budgets Estimate

		PROJECT PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CADD DESIGNER	CLERICAL	Sub-total Man-hours	Subtotal (cost \$)	
Billing Rate per Hour		\$325.00	\$270.00	\$240.00	\$195.00	\$165.00	\$126.00	\$150.00	\$90.00			
Task Description		\$108.33 x 3.0	\$90.00 x 3.0	\$80.00 x 3.0	\$65.00 x 3.0	\$55.00 x 3.0	\$42.00 x 3.0	\$50.00 x 3.0	\$30.00 x 3.0			
BASIC SERVICES- PRELIMINARY PHASE (PER Design)		LEVEL OF EFFORT										
Project Management & Data Gathering												
a	Project Set-up & Invoicing			4					12	16	\$2,040	
b	Progress Meetings and Minutes (Upto 6 Meetings)			12		24				36	\$6,840	
c	Prepare Schedule			4	2					6	\$1,350	
d	Coordinate with FBC, Arcola City, TxDOT, GCWA			8		20				28	\$5,220	
e	Gather available information from Private Utility Companies				8		20			28	\$4,080	
Preliminary Engineering (30%)												
a	Field Investigation			4		8				12	\$2,280	
b	Review Exist Drawings			2		8	8			18	\$2,808	
c	Review Exist Utility Information			2		8	8			18	\$2,808	
d	Review Survey Data			2		4				6	\$1,140	
e	Review Geotechnical Findings					2	4			6	\$834	
f	Evaluate Access Road Alternatives			4	2	20	10	20		56	\$8,910	
g	Evaluate Parking Lot Alternatives			4	2	20	10	40		76	\$11,910	
h	Evaluate Drainage Alternatives			4	10	20	10	10		54	\$8,970	
i	Perform Drainage Analysis			4	8	40	20	4		76	\$12,240	
j	Evaluate Detention Alternatives			8	4	20	10	12		54	\$9,060	
k	Evaluate TCP Options			2		8		8		18	\$3,000	
l	Evaluate SWPPP			1		8		8		17	\$2,760	
m	Prepare Cost Estimates			4	2	12				18	\$3,330	
n	PER Meeting with Client			8	10	20		10		48	\$8,670	
o	Prepare 30% Plans			8	8	40	20	60		136	\$21,600	
p	Prepare a PER with findings and recommendation			8	20	40	20	10		98	\$16,440	
Subtotal		0	0	93	76	322	140	182		825	\$136,290	
Reimbursable Expenses												
a	Travel											\$500
b	Postage / Courier											\$0
c	Printing / Copies											\$500
Subtotal												\$1,000
Phase I BASIC TOTAL												\$137,290

**KAVI CONSULTING INC
LEVEL OF EFFORT**

FBC-Arcola Community Center - Access Road, Parking Lot & Detention Pond
16-Jan-26

Phase II (Final Design) (60%, 90% & 100%) Basic Services Budgets Estimate

	PROJECT PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CADD DESIGNER	CLERICAL	Number of Sheets	Sub-total Man-hours	Hours Per Sheet	Subtotal (cost \$)	
2.0 BASIC SERVICES (60%, 90% and 100%)	LEVEL OF EFFORT												
Phase II Basic Services - Meetings & Coordination													
Internal Project Management & Invoice			8					20		28		\$3,720	
Prepare Schedule			4							4		\$960	
Progress Meetings (8)			16		32					48		\$9,120	
Design Site Visits			4		8					12		\$2,280	
Coordinate with FBC, FBDD, Arcola City, TxDOT			4		20					24		\$4,260	
										SUB-TOTAL		116	\$20,340.00
Phase II Basic Services - Final Design													
Design:													
Access Road			4	2	20	10	20			56		\$8,910	
Parking Lot with Sidewalk			4	2	20	10	20			56		\$8,910	
Storm Sewer Design			4	2	20		20			46		\$7,650	
Detention Design			4	2	20	8	20			54		\$8,658	
Utility Coordination and Relocation Design			4	8	20					32		\$5,820	
Storm Water Pump Station and Force Main			8		20	20	20			68		\$10,740	
Drainage Impact Analysis		2	8	20	40	40	20			130		\$21,000	
Plan Set:													
Cover Sheet			1		4	2	6		1	13	13	\$2,052	
Index Sheet			1		4		8		1	13	13	\$2,100	
General Construction Notes			2		8		10		3	20	7	\$3,300	
Legend & Abbreviations			1		4		4		1	9	9	\$1,500	
Overall Layout			2		12	20	20		2	54	27	\$7,980	
Typical Section			2		8	4	4		1	18	18	\$2,904	
Alignment Control Map			2		8	4	20		2	34	17	\$5,304	
Survey Control Map			4		8		4		4	16	4	\$2,880	
Demolition Plan			2		20	8	20		3	50	17	\$7,788	
Drainage Area Maps			2		20	8	20		3	50	17	\$7,788	
Hydraulic Calculations			4		20	20	8		4	52	13	\$7,980	
Access Road Plan and Profile			8		20	10	40		3	78	26	\$12,480	
Force Main Plan and Profile			4		10	10	20		3	44	15	\$6,870	
Parking Lot Grading			8		20	10	40		3	78	26	\$12,480	
Detention Pond Grading			4		20	10	20		2	54	27	\$8,520	
Pump Station Calculation & Design			8	8	20		10		2	46	23	\$8,280	
Driveway Tabulations			1		8		8		1	17	17	\$2,760	
Signing and Pavement Marking			4		12	20	20		3	56	19	\$8,460	
Traffic Control Plan			4		20	20	40		5	84	17	\$12,780	
SWPPP Plan			4		20		20		3	44	15	\$7,260	
Standard Details			4		25		40		7	69	10	\$11,085	
Cross Sections			2		8		20		2	30	15	\$4,800	
Formal QA/QC Procedures		8		12						20		\$4,500	
Prepare Bid Forms			8	20	10					38		\$7,470	
Project Specifications			8	20	20					48		\$9,120	
QTO/Cost Estimates			4		20	8	4			36		\$5,868	
Bid Phase Services:													
Pre-Bid Information / Pre-bid Agenda / Addendum / Conformed Drawings	1		8	8	20		20			57		\$10,105	
Post-Bid Services			2		8					10		\$1,800	
										SUB-TOTAL		1138	\$257,902.00
TOTAL	1	10	176	104	597	242	546	20		1254		\$278,242.00	
SUBTOTAL - BASIC SERVICES	\$325.00	\$2,700.00	\$42,240.00	\$20,280.00	\$98,505.00	\$30,492.00	\$81,900.00	\$1,800.00				\$278,242.00	
PHASE II BASIC SERVICES TOTAL												\$278,242	

**KAVI CONSULTING INC
LEVEL OF EFFORT**

FBC-Arcola Community Center - Access Road, Parking Lot & Detention Pond
16-Jan-26

Phase III (Construction Phase) Basic Services Budgets Estimate

	PROJECT PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER	CADD DESIGNER	CLERICAL	SUB-TOTAL FEE HOURS	SUB-TOTAL FEE
	\$325.00	\$270.00	\$240.00	\$195.00	\$165.00	\$126.00	\$150.00	\$90.00		
PHASE III BASIC SERVICES (Time & Material)										
Phase III Basic Services										
Construction Phase Support Services									0	\$30,000
TOTAL	0	0	0	0	0	0	0	0	0	\$30,000.00
SUBTOTAL - PHASE III BASIC SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
PHASE III BASIC SERVICES TOTAL										\$30,000

KAVI CONSULTING INC

LEVEL OF EFFORT

FBC-Arcola Community Center - Access Road, Parking Lot & Detention Pond

January 16, 2026

Additional Services Summary

ADDITIONAL SERVICES - BUDGETS		Sub-consultant Name	Phase I-fee	Phase II-fee	Phase I&II-Coordination Fee	PH I +PH II +Coordination Fee-Total Fee	Notes
a	Topographic & Boundary Survey	DOSHI SURVEYING	\$ 4,800.00	\$ -	\$ 480.00	\$ 5,280.00	
b	Geotechnical Investigation	MURILLO COMPANY	\$ 19,500.00	\$ -	\$ 1,950.00	\$ 21,450.00	
c	TDLR	ACI Consulting Architects	\$ 2,500.00	\$ -	\$ 250.00	\$ 2,750.00	
Grand Total PH I and PH II Add'l Services						\$ 29,480.00	

KAVI CONSULTING INC

LEVEL OF EFFORT

FBC-Arcola Community Center - Access Road, Parking Lot & Detention Pond
January 16, 2026

Additional Optional Services Summary

ADDITIONAL SERVICES - BUDGETS		Sub-consultant Name	Phase I-fee	Phase II-fee	Phase I&II-Coordination Fee	PH I +PH II +Coordination Fee-Total Fee	Notes
a	TxDOT Roadway Access Permit	KAVI	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	
b	SUE (upto 5 Test Holes)	ATLAS	\$ -	\$17,484.00	\$ 1,748.40	\$ 19,232.40	
c	Irrigation System Design	KAVI	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	
d	SLE Requirements with CPE	KAVI	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	
e	Electric Power & Easements for EV and Pump	KAVI	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	
Grand Total PH I and PH II Add'l Services						\$ 43,232.40	