

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, 2028. 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 Two Hundred Thirty Nine Thousand Seven Hundred Five and 00/100 Dollars (\$239,705.00). 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) 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 Two Hundred Thirty Nine Thousand Seven Hundred Five and 00/100 Dollars (\$239,705.00). 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 Two Hundred Thirty Nine Thousand Seven Hundred Five and 00/100 Dollars

(\$239,705.00) 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 Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Thirty Nine Thousand Seven Hundred Five and 00/100 Dollars (\$239,705.00).

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 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 FURTHER PROCURE AND MAINTAIN 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 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 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 (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 under Section 2 above within the timeframe(s) provided.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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 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, 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 #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. **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.**
28. **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.

29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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.

{Execution Page Follows}

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

FORT BEND COUNTY, TEXAS

KAVI CONSULTING, INC.

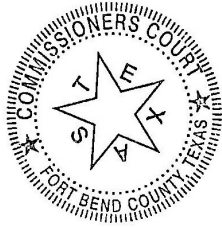
KP George
KP George, County Judge

R. Vijeikumar
Authorized Agent – Signature

August 13, 2024
Date

VIJYA RAPOLU
Authorized Agent- Printed Name

ATTEST:



President
Title

Laura Richard
Laura Richard, County Clerk

07/29/2024
Date

APPROVED:

J. Stacy Slawinski

J. Stacy Slawinski, County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 239,705.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Engineer's Proposal Follows Behind)

Kavi Consulting, Inc.

May 22, 2024

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

RE: FBC Chalford Drive, Keegans Wood Drive Pedestrian Bridges and Sidewalk Connections, Precinct-4

Dear Mr. McBride:

Attached please find our fee proposal for the design of FBC Chalford Drive, Keegans Wood Drive Pedestrian Bridges Sidewalk Connections, Precinct-4. Also attached is our level of effort spreadsheet. Our proposed fee including all subs for Design Phases of the project is \$239,705.00.

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

Sincerely,

R Vijaya Kumar

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

Encl:

Scope of Services
LOE (KAVI) & Subs

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

E-Mail: rapolu.vijaya@kaviconsultinginc.com

SCOPE OF SERVICES

FBC Chalford Drive, Keegans Wood Drive Pedestrian Bridges and Sidewalk Connections, Precinct-4

SCOPE OF SERVICES

This scope includes a Preliminary Design, and Final Design including Surveying and Geotechnical Study per Fort Bend County Design Standards and Manual for FBC Chalford Drive, Keegans Wood Drive Pedestrian Bridge and Sidewalk Connections Precinct-4

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

Preliminary Design Phase

The preliminary design will include the following:

- MUD, City of Missouri city, Fort Bend County and other applicable public and private agencies' coordination.
- Sub consultants (Geotech and survey) coordination.
- Field verification for proposed alignment
- Drainage will be performed per Atlas 14 or Fort Bend County Drainage District recommended rainfall.
- Perform drainage impact study for Proposed Bridges and Underpasses
- Adjustments to the public utilities if it conflicts.
- Preliminary cost estimate preparation
- Structural Design
- 30% design plan set
- Preliminary Engineering Report preparation with applicable exhibits

Final Design Phase

The final design phase will include the following:

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

Bid Phase:

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

The Design Consultant will prepare 27 compact discs, each with one project manual file and one drawing file. Of these, 25 compact discs will be delivered to the County Purchasing

Agent for advertising, and two discs will be provided to the County's Project Manager (LJA).

Construction Phase Services (Time and Material)

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

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

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

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

- a. Conduct alignment surveying, including the preparation of an alignment map, metes and bounds descriptions, parcel stakings, transit control line and benchmarks. Field surveys for design, construction staking and other field investigations.
- b. Perform any necessary changes in the drawings and specifications that are outside the scope of the project.
- c. Prepare and deliver to the County one set of the record drawings in Adobe, PDF or TIFF Image on CD Rom Media, in order by page number, showing those changes made during the construction period based on change orders, marked-up prints, drawings, and other data furnished by the Contractor to the Engineer, and which the Engineer considers significant. If the project includes traffic signalization, the Engineer will also furnish the County a laminated 11" x 17" sheet showing the "signal layout" as constructed.

Coordination:

Surveying:

1. Coordinate with the Surveying (Western Group Consultants) firm regarding topographic survey of approximately ~50 linear feet upstream and downstream of proposed crossings. Surveys will extend 50-ft beyond the banks.
2. Coordinate and obtain base map of the topographic survey and the existing right-of-way in AutoCAD at a scale enough for engineering design in AutoCAD 2013 or later.

Geotechnical:

1. Coordinate with Geotech (Geotest Engineering, Inc.) firm for Engineering Analysis and Report.

For detailed services for Surveying and Geotech, please see the respective proposals attached to this main proposal.

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

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

SCHEDULE

The Preliminary Design Report will be submitted for review within 90 days after Survey data received. Phase II final design will take 90 days (not including County review time).

FEE BREAKDOWN

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

Phase (Pedestrian Bridges)	Fee
Phase I (KAVI)	\$42,009.00
Phase II (KAVI)	\$124,070.00
Surveying (WGC)	\$7,140.00
Geotechnical (GEO)	\$30,380.00
Construction Phase (KAVI)	\$20,101.00
Design (Total)	\$223,700.00

Phase (Sidewalk Connections)	Fee
Phase I (KAVI)	\$5,815.00
Phase II (KAVI)	\$7,690.00
Construction Phase (KAVI)	\$2,500.00
Design (Total)	\$16,005.00

Fort Bend County Keegans Bridges Fee Estimate Worksheet

Chalford Drive Foot Bridge- Fort Bend County Precinct 4

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	GIS SPECIALIST	CADD MANAGER	SENIOR DESIGNER	DESIGNER	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	SURVEY CREW CHIEF	SURVEY CREW	CLERICAL	TOTAL HOURS	Task Total
1. Preliminary Design (LS)																		\$ 21,016.00
Establish a Typical Cross Section	1			2		3				6							13	\$ 1,886.00
Determine ROW Acquisition Needs		1	1	3		3				6							14	\$ 2,012.00
Determine Potential Conflicts with existing facilities & utilities				2		2											4	\$ 662.00
Identify Critical Path Items	1			2		2											5	\$ 887.00
Identify Problem Areas and Potential Resolutions				2		2											4	\$ 662.00
Site Visit				2		2											4	\$ 662.00
Prepare a Construction Cost Estimate		2		2		6										5	15	\$ 1,975.00
Prepare 30% Plans (Civil & Structural)	1	1	2	3		22				32							61	\$ 8,271.00
Utility Coordination				4		4											8	\$ 1,324.00
Topographic Survey																	0	\$ -
Control & Monumentation - Prepare Survey Control Map																	0	\$ -
Geotechnical Investigation																	0	\$ -
Project Management & Meetings (3 Months Typical)			1	3		3											7	\$ 1,172.00
Preliminary Phase Expenses			1	4		4												\$ 1,503.00
																		\$ -
2. Final Design (LS)																		\$ 61,704.00
Cover Sheet & Index				1		1				1							3	\$ 440.00
General Notes				1		1				1							3	\$ 440.00
Quantities (Summary Sheets - Optional)				1		3				2							6	\$ 867.00
Typical Sections (70%-Final)			1	1		2				2							6	\$ 887.00
Project Layout				1		1				1							3	\$ 440.00
Drainage Area Maps				1		1				1							3	\$ 440.00
Drainage Calculations			1	1		1				1							4	\$ 619.00
Plan and Profile Sheets (Roadway, Drainage, Public Utilities and Structural)	1	1	1	2		24				44							73	\$ 9,546.00
Intersection Layouts or Cross Street Details																	0	\$ -
TCP Advance Warning Signs																	0	\$ -
TCP Overview & Narrative																	0	\$ -
Detour Plans (with County Approval only)																	0	\$ -
Traffic Control Plan			1	1		4				10							16	\$ 2,077.00
Temporary Traffic Signal Plans																	0	\$ -
SWPPP Sheets			1	1		4				10							16	\$ 2,077.00
Bridge Layouts	1		1	2		12				16							32	\$ 4,400.00
Bridge Detail Sheets				1		4				4							9	\$ 1,244.00
Design Calculations																	0	\$ -
Signing & Pavement Markings																	0	\$ -
Traffic Signal & Warrant Study																	0	\$ -
Detail Sheets				1		3				5							9	\$ 1,194.00
Standard Details				1		3				5							9	\$ 1,194.00
Technical Specifications			1	1		6											8	\$ 1,305.00
Bid Form				2		3									4		9	\$ 1,065.00
Construction Cost Estimate			1	1		12									4		18	\$ 2,503.00
Utility & Agency Approvals & Signatures			2	2		12				6					4		26	\$ 3,508.00
Cross Sections with earthwork calculations			1	2		8				8							19	\$ 2,667.00
Responses to Comments				1		6				5							12	\$ 1,671.00
Project Management & Meetings (2 Months Typical)				4		4											8	\$ 1,324.00
Final Design Phase Expenses			2	4		4												\$ 1,682.00
																		\$ -
3. Bid & Construction Phase Services (T&M)																		\$ 10,057.00
Project Manual & Plans (PDF Format on Compact Disc * 28)			1	1		4											6	\$ 987.00
Attend Pre-Bid Meeting				2		2											4	\$ 662.00
Answer Bidder Questions & Addendum				1		3											4	\$ 649.00
Attend Pre-Construction Meeting				2		2											4	\$ 662.00
Review Contractor Submittals				2		4											6	\$ 980.00
Answering Requests for Information				2		6											8	\$ 1,298.00
Substantial Completion Walkthrough				3		3											6	\$ 993.00
Record Drawings			1	2		6				8							17	\$ 2,349.00
Bid & Construction Phase Expenses			1	2		6												\$ 1,477.00
																		\$ -
4. Additional Services																		\$ -
Right-of-way Parcel Exhibits (\$ per parcel) - small parcels (size limits) (by others)																	0	\$ -
Right-of-way Parcel Exhibits (\$ per parcel) - medium parcels (size limits)																	0	\$ -
Right-of-way Parcel Exhibits (\$ per parcel) - large parcels (size limits)																	0	\$ -
Overall Parcel Map																	0	\$ -
Detention Pond Design																	0	\$ -
Topographic Survey (By others)																	0	\$ -
																	0	\$ -
																	0	\$ -
																	0	\$ -
MANHOUR SUBTOTAL	5	6	21	79	0	208	0	0	0	174	0	0	0	0	0	17	482	
	1%	1%	4%	16%	0%	43%	0%	0%	0%	36%	0%	0%	0%	0%	0%	4%		
LABOR RATE PER HOUR	\$225.00	\$186.00	\$179.00	\$172.00	\$165.00	\$159.00	\$88.00	\$75.00	\$111.00	\$109.00	\$101.00	\$90.00	\$80.00	\$1.00	\$1.00	\$61.00		
SUBTOTAL LABOR	\$1,125.00	\$1,116.00	\$3,759.00	\$13,588.00	\$0.00	\$33,072.00	\$0.00	\$0.00	\$0.00	\$18,966.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,037.00		
TOTAL																		\$ 92,777.00

Fort Bend County Keegans Bridges Fee Estimate Worksheet

Keegans Wood Drive Foot Bridge- Fort Bend County Precinct 4

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	GIS SPECIALIST	CADD MANAGER	SENIOR DESIGNER	DESIGNER	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	SURVEY CREW CHIEF	SURVEY CREW	CLERICAL	TOTAL HOURS	Task Total
1. Preliminary Design (LS)																		\$ 20,993.00
Establish a Typical Cross Section	1			2		4				6							14	\$ 2,045.00
Determine ROW Acquisition Needs		1	1	2		4				3							11	\$ 1,672.00
Determine Potential Conflicts with existing facilities & utilities				3		4											7	\$ 1,152.00
Identify Critical Path Items	1			2		4											7	\$ 1,205.00
Identify Problem Areas and Potential Resolutions				3		4											7	\$ 1,152.00
Site Visit				2		2											4	\$ 662.00
Prepare a Construction Cost Estimate		1		2		6										5	14	\$ 1,789.00
Prepare 30% Plans (Civil & Structural)	1	1	2	3		14				32							53	\$ 6,999.00
Utility Coordination				3		5											8	\$ 1,311.00
Topographic Survey																	0	\$ -
Control & Monumentation - Prepare Survey Control Map																	0	\$ -
Geotechnical Investigation																	0	\$ -
Project Management & Meetings (3 Months Typical)			1	4		4											9	\$ 1,503.00
Preliminary Phase Expenses			1	4		4												\$ 1,503.00
																		\$ -
2. Final Design (LS)																		\$ 62,366.00
Cover Sheet & Index				1		1				1							3	\$ 440.00
General Notes				1		1				1							3	\$ 440.00
Quantities (Summary Sheets - Optional)				1		3				1							5	\$ 758.00
Typical Sections (70%-Final)			1	2		2				2							7	\$ 1,059.00
Project Layout				1		1				2							4	\$ 549.00
Drainage Area Maps				1		1				2							4	\$ 549.00
Drainage Calculations				1		2				1							4	\$ 599.00
Plan and Profile Sheets (Roadway, Drainage, Public Utilities and Structural)	1	1	1	2		20				42							67	\$ 8,692.00
Intersection Layouts or Cross Street Details																	0	\$ -
TCP Advance Warning Signs																	0	\$ -
TCP Overview & Narrative																	0	\$ -
Detour Plans (with County Approval only)																	0	\$ -
Traffic Control Plan			1	1		6				10							18	\$ 2,395.00
Temporary Traffic Signal Plans																	0	\$ -
SWPPP Sheets			1	1		6				12							20	\$ 2,613.00
Bridge Layouts	1		1	2		12				16							32	\$ 4,400.00
Bridge Detail Sheets				1		4				4							9	\$ 1,244.00
Design Calculations																	0	\$ -
Signing & Pavement Markings																	0	\$ -
Traffic Signal & Warrant Study																	0	\$ -
Detail Sheets				2		3				5							10	\$ 1,366.00
Standard Details				1		3				5							9	\$ 1,194.00
Technical Specifications			2	2		8											12	\$ 1,974.00
Bid Form				2		2									4		8	\$ 906.00
Construction Cost Estimate			2	2		12									4		20	\$ 2,854.00
Utility & Agency Approvals & Signatures			1	2		10				4					4		21	\$ 2,793.00
Cross Sections with earthwork calculations			1	2		8				8							19	\$ 2,667.00
Responses to Comments				1		6				6							13	\$ 1,780.00
Project Management & Meetings (2 Months Typical)				4		4											8	\$ 1,324.00
Final Design Phase Expenses			2	4		4												\$ 1,682.00
																		\$ -
3. Bid & Construction Phase Services (T&M)																		\$ 10,044.00
Project Manual & Plans (PDF Format on Compact Disc * 28)			1	2		4											7	\$ 1,159.00
Attend Pre-Bid Meeting				2		2											4	\$ 662.00
Answer Bidder Questions & Addendum				2		4											6	\$ 980.00
Attend Pre-Construction Meeting				2		2											4	\$ 662.00
Review Contractor Submittals				1		6											7	\$ 1,126.00
Answering Requests for Information				1		6											7	\$ 1,126.00
Substantial Completion Walkthrough				2		2											4	\$ 662.00
Record Drawings			1	2		5				8							16	\$ 2,190.00
Bid & Construction Phase Expenses			1	2		6												\$ 1,477.00
																		\$ -
4. Additional Services																		\$ -
Right-of-way Parcel Exhibits (\$ per parcel) - small parcels (size limits) (by others)																	0	\$ -
Right-of-way Parcel Exhibits (\$ per parcel) - medium parcels (size limits)																	0	\$ -
Right-of-way Parcel Exhibits (\$ per parcel) - large parcels (size limits)																	0	\$ -
Overall Parcel Map																	0	\$ -
Detention Pond Design																	0	\$ -
Topographic Survey (By others)																	0	\$ -
																	0	\$ -
																	0	\$ -
																	0	\$ -
MANHOUR SUBTOTAL	5	5	21	83	0	211	0	0	0	171	0	0	0	0	0	17	485	
	1%	1%	4%	17%	0%	44%	0%	0%	0%	35%	0%	0%	0%	0%	0%	4%		
LABOR RATE PER HOUR	\$225.00	\$186.00	\$179.00	\$172.00	\$165.00	\$159.00	\$88.00	\$75.00	\$111.00	\$109.00	\$101.00	\$90.00	\$80.00	\$1.00	\$1.00	\$61.00		
SUBTOTAL LABOR	\$1,125.00	\$930.00	\$3,759.00	\$14,276.00	\$0.00	\$33,549.00	\$0.00	\$0.00	\$0.00	\$18,639.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,037.00		
TOTAL																		\$ 93,403.00

Keegan Bridges Fee Estimate Worksheet

Keegan Woods Drive Sidewalk Connections

TASK DESCRIPTION	PRINCIPAL	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSOCIATE ENGINEER	GIS SPECIALIST	CADD MANAGER	SENIOR DESIGNER	DESIGNER	SENIOR CADD TECHNICIAN	CADD TECHNICIAN	SURVEY CREW CHIEF	SURVEY CREW	CLERICAL	TOTAL HOURS	Task Total
1. Preliminary Design (LS)																		\$ 5,815.00
Establish a Typical Cross Section				1						1							2	\$ 250.00
Determine Potential Conflicts with existing facilities & utilities				1		1											2	\$ 280.00
Identify Problem Areas and Potential Resolutions				1		1											2	\$ 280.00
Site Visit				1		1											2	\$ 280.00
Prepare a Construction Cost Estimate		1		1		1										2	5	\$ 565.00
Prepare 30% Plans	1	1		1		3				3							9	\$ 1,135.00
Utility Coordination				1		2											3	\$ 385.00
Project Management & Meetings (3 Months Typical)				1		2											5	\$ 745.00
Preliminary Phase Expenses				1		2												\$ 745.00
Prepare Letter Report with Applicable exhibits		1		1		2											4	\$ 1,150.00
2. Final Design (LS)																		\$ 7,690.00
Typical Sections (70%-Final)						1				2							3	\$ 255.00
Project Layout						1				2							3	\$ 255.00
Plan and Profile Sheets (Roadway, Drainage, Public Utilities)		1		1		4				12							18	\$ 1,690.00
SWPPP Sheets		1		1		4				4							11	\$ 1,275.00
Standard Details				1		1				2							4	\$ 430.00
Technical Specifications				1		1											2	\$ 280.00
Bid Form				1		2										1	4	\$ 430.00
Construction Cost Estimate				1		4										3	9	\$ 915.00
Responses to Comments				1		2				4							8	\$ 870.00
Project Management & Meetings (2 Months Typical)				1		2											4	\$ 570.00
Final Design Phase Expenses				1		2												\$ 570.00
3. Bid & Construction Phase Services (T&M)																		\$ 2,500.00
MANHOUR SUBTOTAL	1	7	8	22	0	41	0	0	0	32	0	0	0	0	0	6	98	
	1%	7%	8%	22%	0%	42%	0%	0%	0%	33%	0%	0%	0%	0%	0%	6%		
LABOR RATE PER HOUR	\$225.00	\$195.00	\$185.00	\$175.00	\$145.00	\$105.00	\$75.00	\$40.00	\$85.00	\$75.00	\$65.00	\$60.00	\$55.00	\$1.00	\$1.00	\$45.00		
SUBTOTAL LABOR	\$225.00	\$1,365.00	\$1,480.00	\$3,850.00	\$0.00	\$4,305.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270.00		
TOTAL																		\$ 16,005.00



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No. 1140651899

May 22, 2024

Mr. Vijaya Rapolu, P.E.
Kavi Consulting, Inc.
27822 Acacia Glen Ln
Katy, TX 77494

**Reference: Proposal for Geotechnical Investigation
Keegans Bridges
Fort Bend County, Texas**

Dear Mr. Rapolu:

In accordance with your request, Geotest Engineering, Inc. (Geotest) is pleased to present this proposal for the geotechnical investigation of the referenced project. Based on the provided information, the scope of the project includes design and construction of two (2) new single span bridges cross over Keegans Bayou in Fort Bend County, Texas. The details of proposed bridges and trail are listed in the table below:

Structure	Location
Pedestrian Bridge	Keegans Bayou @ Chalford Drive
Pedestrian Bridge	Keegans Bayou @ Keegan Wood Drive

Purpose and Scope

The purpose of this study is to perform a geotechnical investigation and to develop geotechnical recommendations for the proposed bridge foundation and channel slope treatment at the bridge abutments and underpass trail construction.

The scope of services is based on the information provided through your e-mail and our discussions with you on February 6, 2024, and May 22, 2024 and consists of the following:

- Drill and sample a total of four (4) 60-foot borings with two (2) each for each bridge. The Proposed Boring Program is shown on Attachment No. 1.
- Perform laboratory tests including grain size distribution curves with D50 on representative soil samples to evaluate the engineering properties of the soils. Consolidated undrained triaxial (CU) tests, double hydrometer and crumb tests will also be performed for slope stability analyses and to determine the erosion characteristics of the site soils.
- Perform engineering analyses to develop geotechnical recommendations for the design of the proposed pedestrian bridge foundation and channel slope treatment at the bridge abutment and underpass trail construction.

- Prepare and submit a final geotechnical report containing a plan showing the locations of the borings and recommendations as outlined above.

Schedule and Fee

We should be able to start field work within one (1) week after receiving your written authorization or one (1) week after staking the borings, whichever is latest. The field work will be complete in about two (2) weeks, barring bad weather. The laboratory tests will be completed in about four (4) weeks. The complete geotechnical report, which will include field and laboratory data and design recommendations, will be submitted in about ten (10) weeks after completion of the field work.

Based on the scope of work outlined above, the cost of the field investigation, laboratory testing, engineering analyses, and a final complete geotechnical report will be a lump sum cost as summarized below:

Pedestrian Bridge at Chalford Drive	\$15,190.00	(Attachment No. 2 for Cost Breakdown)
Pedestrian Bridge at Keegan Wood Drive	\$15,190.00	(Attachment No. 3 for Cost Breakdown)
Total:	<u>\$30,380.00</u>	

The cost breakdown given in Attachment No. 2 and 3 is for additional information only. The invoices will be billed on Lump Sum basis based on percent completion. This cost is based on the assumption that the site is accessible to a truck mounted drilling rig and no site clearance will be required.

We appreciate the opportunity to submit this proposal. Formal authorization is required for our services. This may be provided by signing in the space provided below and returning one copy for our files.

Very truly yours,
GEOTEST ENGINEERING, INC.



Xiaoyan C. Zhao, E.I.T.
Assistant Project Manager



Mohan Ballagere, P.E.
Vice President

Copies Submitted: (1-PDF)
Enclosures: Attachment No. 1 – Proposed Boring Program
Attachment No. 2 – Cost Breakdown for Pedestrian Bridge at Chalford Drive
Attachment No. 3 – Cost Breakdown for Pedestrian Bridge at Keegan Wood Drive

Scans\Geotechnical\Proposals\2024\40651899.DOC

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment No. 1
PROPOSED BORING/PIEZOMETER PROGRAM

Structure	Proposed Boring		
	Number	Depth (feet)	Footage (feet)
Pedestrian Bridge at Chalford Drive	2	60	120
Pedestrian Bridge at Keegan Wood Drive	2	60	120
Total	10		550

**Attachment No. 1
 COST BREAKDOWN FOR PEDESTRIAN BRIDGE AT CHALFORD DRIVE**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Engineering Services			
Sr Engineer	3 hrs.	\$205.00	\$615.00
Project Engineer	6 hrs.	\$165.00	\$990.00
Graduate Engineer	24 hrs.	\$115.00	\$2,760.00
Support Personnel (Drafting, Word Processing)	4 hrs.	\$70.00	\$280.00
		<hr/>	
		Subtotal	\$4,645.00
Direct Expenses			
Subsurface Field Investigation			
Mobilization/Demobilization of Buggy Mounted Drill Rig and Crew	1 LS	\$700.00	\$700.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	40 ft.	\$25.00	\$1,000.00
Drilling and Intermittent Sampling, Truck Mounted Rig, from 20 to 50 feet	60 ft.	\$23.00	\$1,380.00
Drilling and Intermittent Sampling, Truck Mounted Rig, from 50 to 100 feet	20 ft.	\$25.00	\$500.00
Grouting of Completed Bore Holes	120 ft.	\$12.00	\$1,440.00
Field Coordination and Utilities Clearance	2 hrs.	\$80.00	\$160.00
Vehicle Charge	16 hrs.	\$12.00	\$192.00
		<hr/>	
		Subtotal	\$5,372.00
Laboratory Tests			
Liquid and Plastic Limits	12 ea.	\$71.00	\$852.00
Moisture Content	24 ea.	\$11.00	\$264.00
Percent Passing No. 200 Sieve	8 ea.	\$55.00	\$440.00
Sieve Analysis through No. 200 Sieve	4 ea.	\$65.00	\$260.00
Sieve Analysis with Hydrometer	2 ea.	\$145.00	\$290.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage	12 ea.	\$72.00	\$864.00
Specific Gravity of Soils	1 ea.	\$67.00	\$67.00
Consolidated-Undrained (CU) Triaxial Compression with Back Pressure and Pore Pressure Measurement - 3 Specimens	1 ea.	\$1,800.00	\$1,800.00
Double Hydrometer (to determine erosion characteristics of channel embankment soils)	1 ea.	\$250.00	\$250.00
Crumb Test (to determine erosion characteristics of channel embankment soils)	2 ea.	\$43.00	\$86.00
		<hr/>	
		Subtotal	\$5,173.00
		Total	\$15,190.00

**Attachment No. 3
 COST BREAKDOWN FOR PEDESTRIAN BRIDGE AT KEEGAN WOOD DRIVE**

	<u>QUANTITY</u>	<u>UNIT RATE</u>	<u>COST</u>
Engineering Services			
Sr Engineer	3 hrs.	\$205.00	\$615.00
Project Engineer	6 hrs.	\$165.00	\$990.00
Graduate Engineer	24 hrs.	\$115.00	\$2,760.00
Support Personnel (Drafting, Word Processing)	4 hrs.	\$70.00	\$280.00
		<hr/>	
		Subtotal	\$4,645.00
Direct Expenses			
Subsurface Field Investigation			
Mobilization/Demobilization of Buggy Mounted Drill Rig and Crew	1 LS	\$700.00	\$700.00
Drilling and Continuous Sampling, Truck Mounted Rig, from 0 to 20 feet	40 ft.	\$25.00	\$1,000.00
Drilling and Intermittent Sampling, Truck Mounted Rig, from 20 to 50 feet	60 ft.	\$23.00	\$1,380.00
Drilling and Intermittent Sampling, Truck Mounted Rig, from 50 to 100 feet	20 ft.	\$25.00	\$500.00
Grouting of Completed Bore Holes	120 ft.	\$12.00	\$1,440.00
Field Coordination and Utilities Clearance	2 hrs.	\$80.00	\$160.00
Vehicle Charge	16 hrs.	\$12.00	\$192.00
		<hr/>	
		Subtotal	\$5,372.00
Laboratory Tests			
Liquid and Plastic Limits	12 ea.	\$71.00	\$852.00
Moisture Content	24 ea.	\$11.00	\$264.00
Percent Passing No. 200 Sieve	8 ea.	\$55.00	\$440.00
Sieve Analysis through No. 200 Sieve	4 ea.	\$65.00	\$260.00
Sieve Analysis with Hydrometer	2 ea.	\$145.00	\$290.00
Unconsolidated-Undrained Triaxial Compressive Strength, per Specimen or Stage	12 ea.	\$72.00	\$864.00
Specific Gravity of Soils	1 ea.	\$67.00	\$67.00
Consolidated-Undrained (CU) Triaxial Compression with Back Pressure and Pore Pressure Measurement - 3 Specimens	1 ea.	\$1,800.00	\$1,800.00
Double Hydrometer (to determine erosion characteristics of channel embankment soils)	1 ea.	\$250.00	\$250.00
Crumb Test (to determine erosion characteristics of channel embankment soils)	2 ea.	\$43.00	\$86.00
		<hr/>	
		Subtotal	\$5,173.00
		Total	\$15,190.00



February 12, 2024

Mr. Vijaya Rapolu, P.E.
KAVI CONSULTING, INC.
27822 Acacia Glen Lane
Katy, Texas 77494

RE: Fort Bend County-Precinct 4/Pedestrian Bridges
Keegans Wood Drive and Chalford Drive
Page 1 of 2

Dear Mr. Rapolu:

Western Group Consultants is pleased to submit this proposal for surveying services on the above referenced project, as follows:

A. Scope of Services:

1. Provide topographic surveys and CAD drawings for two (2) proposed pedestrian bridge locations. Surveys will be performed in accordance with Fort Bend County requirements.
2. Surveys will be referenced to Texas State Plane Coordinate System, South Central Zone (NAD 83). Elevations will be based upon NAVD 88, 2001 Adjustment. Establish survey baselines and temporary benchmarks.
3. Perform topographic surveys 50 feet upstream and 50 feet downstream of the proposed pedestrian bridge crossings. Surveys will extend inland, 50 feet beyond both banks of the channel.
4. Establish the channel right-of-way, and identify property ownerships adjacent to the proposed pedestrian bridges.
5. Prepare plan view drawings for each location in a CAD format.

B. Cost:

Field survey, 2-man survey crew	
32 hours x \$134.00 per hour	= \$4,288.00
CAD Drafter, 24 hours x \$88.00 per hour	= \$2,112.00
RPLS, 4 hours x \$185.00 per hour	= \$ 740.00
Total estimated cost	= \$7,140.00
 Lump sum cost	 = \$7,140.00

C. Schedule:

CAD files and ASCII text files will be delivered within 15 working days.


(See page 2 of 2)



RE: Fort Bend County-Precinct 4/Pedestrian Bridges
Keegans Wood Drive and Chalford Drive
Page 2 of 2

Western Group Consultants appreciates your request for this proposal. If you are in need of any additional information, please do not hesitate to contact me at (713) 465-6655.

Thank you,
WESTERN GROUP CONSULTANTS


Raymond Rahaman, RPLS
President

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1193823

Date Filed:
 07/29/2024

Date Acknowledged:
 08/13/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Kavi Consulting Inc.
 Katy, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 23420x
 Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rapolu, Vijaya	Katy, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)