

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**AMENDMENT TO AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS AMENDMENT**, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Kelly R. Kaluza & Associates, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on May 24, 2016, (hereinafter "Agreement") for Services to be provided under the Fort Bend County 2013 Mobility Bond Program – Owens Road from Harlem Road to Jester Road – Project No. 13403, pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement for additional professional engineering and surveying Services to be provided and increase the total Maximum Compensation available to perform the Services.

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

1. County shall pay Contractor an additional twenty-three thousand eight hundred dollars and no/100 (\$23,800.00) to render additional Services to County as described in the Scope of Work attached as Attachment "A" hereto and incorporated herein for all purposes; and
2. The Maximum Compensation payable to Contractor for all Services rendered under the Agreement and this Amendment is hereby increased to an amount not to exceed two hundred thirty-seven thousand seven hundred fifteen dollars and no/100 (\$237,715.00), authorized as follows:  

\$213,915.00 under the Agreement; and  
\$23,800.00 under this Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written amendment executed by the parties.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

KELLY R. KALUZA & ASSOCIATES, INC.

\_\_\_\_\_  
Robert E. Hebert, County Judge

  
Clarence L. Turner, R.P.L.S., President

\_\_\_\_\_  
Date

7-12-17  
\_\_\_\_\_  
Date

ATTEST:

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

APPROVED:

  
\_\_\_\_\_  
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

#### AUDITOR'S CERTIFICATE

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

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

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# ATTACHMENT A

## **ATTACHMENT "A"**

### **COUNTY OF FORT BEND DESIGN FOR THE CONSTRUCTION OF OWENS ROAD FROM HARLEM ROAD TO JESTER ROAD, CITY OF RICHMOND, PAVING, DRAINAGE AND UTILITY RELOCATION IMPROVEMENTS, FORT BEND COUNTY, TEXAS**

#### **SCOPE OF WORK FOR ADDITIONAL PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR FORT BEND COUNTY, TEXAS**

The following additional scope of work consists of the Professional Engineering and Surveying Services to be provided to Fort Bend County, hereinafter called "COUNTY" and by Kelly R. Kaluza & Associates, Inc., hereinafter called "ENGINEER".

##### **Additional Project Description:**

The additional work for Owens Road project consists of preparing engineering construction plans for a new right turn lane for Harlem Road north bound traffic at Owens Road intersection. This modification will require additional pavement added to Harlem Road and regrading road ditches. Signage and signalization will be evaluated to address traffic safety. Evaluate southbound right-turn from Harlem Road onto Plantation Drive for safety and legal turning movement. Prepare construction documents for modification required to address for southbound right-turn.

Included in the additional work is surveying and engineering for pedestrian access along Plantation Drive from Pecan Grove MUD levee to Bittersweet Drive. This work will include evaluating various alternative pedestrian routes and cost estimates for construction.

##### **Scope of Work:**

Engineering and surveying services and for the project are summarized as follows:

#### **I. Engineering Design Phase Services**

- (1) Preliminary engineering design phase. The expected work tasks are as follows:
  - Establish a typical cross section
  - Determine potential conflicts with existing facilities and utilities
  - Identify critical path items
  - Identify problem areas and potential resolutions
  - Prepare a construction cost estimate
  - Prepare 30% plans
- (2) 30% plan sets will be prepared, consisting of all existing features (seen and unseen) shown in plan view and proposed improvements in plan only with minor annotation. 30% plans will be prepared on 11" x 17" paper.
- (3) Research to determine the presence and location of underground utilities (pipelines, duct banks, etc.). A reasonable amount of research will be conducted, including contact with companies identified on above-ground marker, and map requests from prominent

companies (CenterPoint, AT&T, etc.). CenterPoint Energy and AT&T I.D. numbers will be obtained. An appropriate attempt will be made to depict underground utilities accurately in the plan and profile drawings, and potential conflicts between existing utilities and proposed features shall be identified. Contact with utility companies (both overhead and underground) to coordinate the adjustment of existing utilities will be made by the COUNTY.

- (4) 70% Submittal: The 70% submittal shall include the following:
- Overall project layout
  - Plan and profile sheets (1" = 20' plan scale but printed half-size for a 1" = 40' scale; all existing and proposed facilities correctly shown in plan and profile
  - Traffic control plan
  - Storm Water Pollution Prevention Plan
  - Bid form with estimated unit and total costs

Three (3) copies of the 70% submittal will be submitted for County review and drawings will be submitted on 11" x 17" sheets.

- (5) 95% Submittal: The 95% submittal will be considered bid ready but not sealed, and will include all of the 70% requirements plus the following:
- Signage and pavement marking plans
  - Standard construction details
  - Responses to 70% comments

Three (3) copies of the 95% submittal will be submitted for County review, and drawings will be submitted on 24" x 36" sheets.

Final design efforts will be considered complete when comments to the 95% submittal have been addressed.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

**I. Fee for  
Engineering Design Services = \$ 16,700.00**

**II. Bidding and Construction Phase Services**

- (1) Construction Phase Services will include:
- Attend a pre-construction meeting with the COUNTY, general contractor, and construction materials testing contractor.
  - The ENGINEER will review contractor submittals and respond to Requests for Information.
  - Participate in a substantial completion walkthrough.
  - Prepare record drawings based on contractor as-built markups.
  -

All bid and construction phase services will be paid on a time-and-materials basis.

**III. Fee for Bidding and  
Construction Phase Services = \$ 2,400.00**

**III. Surveying Services:**

- (1) Plantation Drive - Topographic Surveying Services (From Pecan Grove MUD Levee to Bittersweet Drive)
- Research subdivision plats, right-of-ways, easements and other available survey elements, which may affect the physical boundaries of the Project. Research Fort Bend County Official Records for current deeds and plats for properties affected by the Project.
  - Project meetings and administration
  - Establish GPS/project control points
  - Control traverse/locate property corners
  - Cross sections at 50' intervals
  - Locate utility lines and public infrastructure
  - Process fieldwork and establish control/base line
  - Prepare control, tbm, plan view and right-of-way map

**III. Fee for Surveying Services = \$ 4,700.00**

**TOTAL ENGINEERING & SURVEYING FEES = \$23,800.00**

**Additional Services**

If authorized by COUNTY, ENGINEER will furnish the following Additional Services that are not considered a normal or customary part of the Scope of Work. Additional Services shall be paid for on an hourly basis at the rate shown in the Schedule of Hourly Rates by Personnel Classification (Attachment "B"). Separate budgets will be established for any Additional Services authorized by the COUNTY.

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME.

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, traffic studies, or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
4. Assistance to COUNTY as an expert witness in any litigation with third parties, arising from the development or construction of the project, including preparation of engineering data and reports.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the COUNTY.

### **Schedule**

Preparation of the plans and specifications for the project is anticipated to take two (2) months.

Schedule for Construction Phase activities will be dictated by the construction contractor's schedule.

### **Summary of Compensation**

Engineering and surveying services to be provided under this contract shall be compensated as outlined below.

I.	Engineering Design Phase Services -	\$ 16,700.00
II.	Construction Phase Services -	\$ 2,400.00
III.	Surveying Services -	\$ 4,700.00

**Total Engineering and Surveying Fees =        \$ 23,800.00**

ENGINEER will invoice COUNTY on a monthly basis for services rendered during the preceding month. Invoices will be based on the ENGINEER's estimate of percentage completion to date of invoice.

COUNTY agrees to remit ENGINEER's invoices in full within thirty (30) days of receipt of billing.

# 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:  
2017-236842

Date Filed:  
07/14/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kelly R. Kaluza & Associates, Inc.  
Rosenberg, 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.

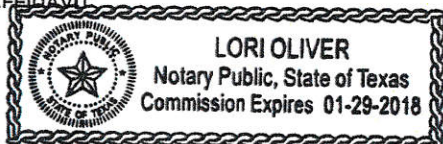
14-025

Amendment to Owens Road Design, Project Number 13403

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Turner, Llarance	Rosenberg, TX United States	X	
	Griffith, Charles T.	Rosenberg, TX United States	X	
	Oliver, Lori	Rosenberg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Llarance L Turner*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Llarance Turner, this the 14<sup>th</sup> day of July, 2017, to certify which, witness my hand and seal of office.

*Lori Oliver*  
Signature of officer administering oath

Lori Oliver  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath