

STATE OF TEXAS §

§
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT 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 Kaluza, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, Fort Bend County desires that Contractor provide professional engineering and surveying services for water and sanitary sewer lines along Charlie Roberts Road to serve Bates Allen Park in Kendleton, Fort Bend County, Texas as requested by the Fort Bend County Parks Department as will be more specifically described in this Agreement (hereinafter "Services");

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

WHEREAS, County has determined Contractor is the most highly qualified provider of the desired services on the basis of demonstrated competence and qualifications, and County and Contractor have negotiated to reach a fair and reasonable amount of compensation for the provision of such Services, as required under Chapter 2254 of the Texas Government Code;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services in accordance with Exhibit "A" to this Agreement.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Two Hundred Nineteen Thousand Six Hundred and 00/100 dollars (\$219,600.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Contractor 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 Exhibit(s).
- C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. Contractor 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 Nineteen Thousand Six Hundred and 00/100 dollars (\$219,600.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Nineteen Thousand Six Hundred and 00/100 dollars (\$219,600.00).

Section 5. Time of Performance or Term

The time for performance of the Scope of Services by Contractor shall begin with receipt of the Notice to Proceed from County and end no later than December 31, 2028. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Department Head.
- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor 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, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- 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 Contractor.

Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests 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:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. 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.
 3. 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.
 4. 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.
- B. County and the members of 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 Contractor shall contain a waiver of subrogation in

favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 12. Confidential and Proprietary Information

- A. Contractor 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 Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

- C. Contractor 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. Contractor 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.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. In the performance of work or services hereunder, Contractor 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 contractor or, where permitted, of its subcontractors.
- B. Contractor 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.

Section 14. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, Texas 77469

With a copy to: Fort Bend County Parks & Recreation Department
Attn: Director
301 Jackson Street
Richmond, Texas 77469

Contractor: Kaluza, Inc.
3014 Avenue I
Rosenberg, Texas 77471

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and 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. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor 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 section 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, Contractor 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 section 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, Contractor 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR 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

Section 27. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

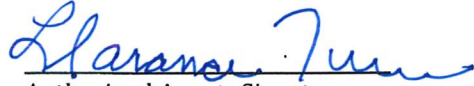
{Execution page to follow}

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KALUZA, INC.

K. P. George, County Judge


Authorized Agent- Signature

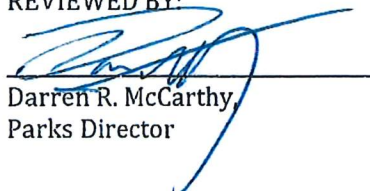
Date

Llarance L. Turner, R.P.L.S.
Authorized Agent- Printed Name

President
Title

July 15, 2024
Date

REVIEWED BY:



Darren R. McCarthy,
Parks Director

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

Exhibit A: Kaluza, Inc.'s Proposal dated May 1, 2024

i:\agreements\2024 agreements\parks\kaluza, inc. (24-parks-100680)\agreement for professional engineering and surveying services -- bates allen park (drp 07.05.24).docx

EXHIBIT A
Scope of Service
Kaluza, Inc.'s Proposal
(May 1, 2024)



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

May 1, 2024

Mr. Darren McCarthy, CPRP, CPSI
Fort Bend County
Parks and Recreation Director
301 Jackson St
Richmond, TX 77469

RE: Civil Engineering and Surveying Proposal for Water and Sanitary Sewer along Charlie Roberts Road to serve the Bates Allen Park, being in the City of Kendleton Extraterritorial Jurisdiction, Fort Bend County, Texas.

Dear Mr. McCarthy:

We propose to render professional engineering services in connection with the above-referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements regarding land use, and to make available pertinent existing data.

Kaluza Inc. proposes to provide the necessary engineering services to Fort Bend County, hereinafter called "OWNER," by Kaluza Inc., hereinafter called "ENGINEER" to complete the following scope of work on the Project. The scope of work consists of Preparing construction plans and specifications for installation of water and sanitary sewer force main lines along Charlie Roberts Road, installation of a sanitary sewer lift station, and gravity sanitary sewer line within the park, installation of a water ground storage tank and water distribution lines within the Bates Allen Park facility.

Scope of Work:

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

I. Engineering Design Phase Services

A. Preliminary engineering design phase services expected work tasks are as follows:

- (1) Prepare 30% preliminary plans.
 - Establish a typical cross section
 - Determine right-of-way acquisition needs, if necessary
 - Determine potential conflicts with existing facilities and utilities
 - Identify problem areas and potential resolutions
 - Prepare a construction cost estimate

(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% of 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 markers, and map requests from prominent companies (CenterPoint, AT&T, etc.). An appropriate attempt will be made to depict underground utilities accurately in the plan view drawings.

B. Final Engineering Design Phase Services

The expected work tasks are as follows: Prepare final plants and include drawings, a specification table of contents, and a construction cost estimate. Applicable design criteria include, in order of priority, (1) City of Kendleton Design Standards

- (1) Final plans submittal shall include the following:
- Cover sheet (OWNER name and seal, project name with limits, vicinity and location maps, names of OWNER Officials, ENGINEER firm name and registration number)
 - Typical cross sections
 - Overall project layout
 - Plan 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 (phasing and traffic control)
 - Storm Water Pollution Prevention Plan
 - Specification table of contents
 - Bid form with estimated unit and total costs
 - General notes sheet
 - Standard construction details
 - Project manual (bid form, specification table of contents, and special specifications or conditions; contract documents excluded)

Two (2) copies of the final plans will be submitted for OWNER review, and drawings will be submitted on 24" x 36" sheets.

**II. Fee for Final Engineering
Design Phase Services = \$ 183,500.00**

II. Bidding Phase Services

Upon completion of final design services, the OWNER will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the ENGINEER.

- (1) Bidding Phase Services will include:
- Upon completion of final design services, the COUNTY will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the COUNTY and provided to the ENGINEER in Adobe Acrobat (pdf) format. The ENGINEER will prepare a single

project manual file in Adobe Acrobat format, consisting of the ENGINEER will prepare a single project manual file in Adobe Acrobat format, consisting of:

- Administrative documents
 - The bid form (prepared by ENGINEER)
 - A sealed specification table of contents
 - Applicable specifications and documents
- Prepare addenda.
 - Attend pre-bid conference.
 - Attend Bid Opening and tabulate bids.
 - Evaluation of construction bids received.
 - Provide ENGINEER'S recommendation of bid award letter.

(2) Assist in preparation of formal Contract Documents between the OWNER and the successful construction bidder.

III. Fee for Bidding Phase Services = \$ 7,800.00

III. Construction Phase Services:

- (1) Make periodic visits to the Project to observe the progress and quality of the work being performed. Construction observation reports to accompany monthly invoices.
- (2) Conduct preconstruction meeting.
- (3) Conduct monthly meetings
- (4) Consult with OWNER during construction including:
 - Issue all instructions to the Contractor.
 - Prepare and issue routine Change Orders to the Contractor upon review and approval by the OWNER.
 - Review and respond to Contractor RFI's.
 - Review project submittals.
 - Review monthly and final estimate for payment by the CITY.
 - Conduct a final inspection of the Project with the City of Kendleton, Fort Bend County and submit recommendations regarding the Project status.

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

**IV. Fee for
Construction Phase Services = \$ 12,900.00**

IV. Surveying and Topographic Work Along Charlie Roberts Road:

- (1) Establish horizontal and vertical control in field.
- (2) Locate in the field all existing features and properties related to proposed project sites and alignments of sanitary sewer force main lines.

- (3) Route surveying along proposed utility line location along Charlie Roberts Road and withing Bates Allen Park.
- (4) Location of existing sanitary sewer facilities, miscellaneous items, manholes and depths.
- (5) Prepare a strip map, on plan and profile sheets, showing existing features and properties.

**IV. Fee for
Surveying and Topographic Work = \$15,400.00**

Additional Services

If authorized by OWNER, 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 (Exhibit "A"). Separate budgets will be established for any Additional Services authorized by the OWNER.

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, 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 OWNER 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 OWNER.

Schedule

Preparation of the plans and specifications for the project is anticipated to take one-hundred and twenty (120) days.

Bid and contract phase activities are estimated to take two (2) months, once approval to proceed with bid advertisement is received. 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 =	\$ 183,500.00
II.	Bidding Phase Services =	\$ 7,800.00
III.	Construction Phase Services =	\$ 12,900.00
IV.	Surveying and Topographic Work =	<u>\$ 15,400.00</u>

Total Engineering and Surveying Fees = \$ 219,600.00

ENGINEER will invoice OWNER monthly for services rendered during the preceding month. Invoices will be based on the ENGINEER'S estimate of percentage completion to date of invoice.

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

Total fees are based on the time for completion of all the work described above and are not to exceed the specified amounts, provided that the Owner does not change or increase the scope of work. Additional services will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A."

Kaluza Inc. makes no warranty, either express or implied, as to its services, including preparation of surveys, or professional advice, except that they are prepared, issued, and performed in accordance with accepted professional engineering and surveying practices. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate your signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to collaborating with you on this project.

Cordially,

KALUZA INC.

Llarance L. Turner

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

Attachment

Accepted - Title

Date

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective January 2024

KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 235.00/Hour
Sr. Project Manager.....	\$ 205.00/Hour
Project Manager.....	\$ 185.00/Hour
Survey Manager.....	\$ 175.00/Hour
Project Engineer.....	\$ 150.00/Hour
Project Surveyor.....	\$ 130.00/Hour
Sr. Designer.....	\$ 120.00/Hour
Designer.....	\$ 110.00/Hour
CAD Technician.....	\$ 95.00/Hour
Contract Coordinator.....	\$ 80.00/Hour
Administrative Assistant.....	\$ 70.00/Hour
Field Party (2 Men).....	\$ 165.00/Hour
Field Party (3 Men).....	\$ 180.00/Hour
Field Party (4 Men).....	\$ 190.00/Hour
Construction Observation.....	\$ 950.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$95.00/Set.
3. ATV Rental - \$145.00/Day.
4. Other Consultants - At cost plus.
5. All Other Expenses - At cost plus.
6. Global Positioning System (GPS) Surveying an additional charge of \$45.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change