

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	04/21/2009	Submitted By:	Mary Reveles
Court Agenda Date:	04/28/2009	Department:	County Attorney
		Phone Number:	341-4554

SUMMARY OF ITEM:

ENGINEERING:

Take all appropriate on First Amendment to Professional Engineering Services Agreement between Fort Bend County and Kelly R. Kaluza & Associates, Inc., Mobility Bond Project No. 731, construction of West Belfort from Martinez Street to FM 1464, increasing the amount for services from an amount not to exceed \$584,950 to an amount not to exceed \$742,450. (Fund 2007 Mobility Bond Projects)

RENEWAL AGREEMENT/APPOINTMENT	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
REVIEWED BY COUNTY ATTORNEY'S OFFICE:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

FINANCIAL SUMMARY:BUDGETED ITEM:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
FUNDNG SOURCE:	Accounting Unit:	Account Number:			
	Activity (If Applicable):				
DESCRIPTION OF LAWSOM ACCOUNT:	N/A				

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Engineering	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): *5-60A orig. ret. to Pantette at Engineering*
(2)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 731 – WEST BELLFORT**

THIS FIRST AMENDMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as “County”) and KELLY R. KALUZA & ASSOCIATES, INC., (hereinafter referred to as “Engineer,”) authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, on or about March 4, 2008, County and Engineer entered a Engineering Services Agreement, hereinafter referred to as “the Agreement,” attached hereto as Exhibit B incorporated by reference as if set forth herein verbatim for all purposes, for the construction of West Bellfort, from Martinez Street to FM 1646), Project No. 731, located in Fort Bend County, Texas, as part of the 2007 Fort Bend County Mobility Programs, hereinafter referred to as the “Project;” and,

WHEREAS, County and Engineer desire to amend the Agreement to provide for additional services as further described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

AGREEMENT

1. For and in consideration of the additional services rendered by Engineer under this First Amendment, County shall pay to Engineer an amount not-to-exceed \$157,500.00, including all reimbursable expenses, if any. Compensation to Engineer for all services provided under the Agreement and this First Amendment shall not exceed \$742,450.00.
2. Attached hereto is Exhibit A – proposal from Engineering regarding additional services dated April 8, 2009, and Exhibit B – original agreement dated March 4, 2008.
3. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail.

EXECUTION

This First Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

4-28-09
Date

Attest:

Dianne Wilson
Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier
D. Jesse Hegemier, Fort Bend County Engineer

5/6/09
Date

ENGINEER: Kelly R. Kaluza & Associates, Inc.

Richard W. Stollis
Richard W. Stollis, P.E.

4/20/09
Date

MER:Engineering Services Agreement.Kaluza.3791-731- 1st Amendment

Attachments: Exhibit A - April 8, 2009 proposal from Engineer

AUDITOR'S CERTIFICATE

I hereby certify that ^{total} funds are available in the amount of \$ 742,450.⁰⁰ to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A

KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

April 8, 2009

Mr. Jesse Hegemier
Fort Bend County
1124 Blume Road
Rosenberg, Texas 77471

**RE: Change in Engineering Services - West Bellfort - Paving and Drainage Improvements
from Martinez Street to Farm Market #1464, Fort Bend County, Texas**

Dear Mr. Hegemier:

We are requesting the additional work as described below be added to amend our current contract for the West Bellfort paving and drainage improvements project.

Additional Work

- | | | |
|----|---|-----------------------------|
| 1. | Provide construction materials testing services using
Aviles Engineering Corporation - Total Fee (Cost plus 10%) = | \$ 148,000.00 |
| 2. | Additional Plans and Specifications Reproduction Services = | \$ 5,000.00 |
| 3. | Plan revisions to accommodate changes at Farm Market #1464 = | <u>\$ 4,500.00</u> |
| | Total Amount of Engineer Service Contract Change = | <u>\$ 157,500.00</u> |

Thank you for the opportunity to be of service.

Regards,

KELLY R. KALUZA & ASSOCIATES, INC.



for Richard W. Stolleis, P.E.

RWS/lao

Exhibit B

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the Fort Bend County, Texas hereinafter called "County" and Kelly R. Kaluza & Associates, Inc., hereinafter called "Engineer".

WITNESSETH

WHEREAS, the County proposes to construct West Bellfort (Martinez Street to Farm Market 1464) in Fort Bend County, Texas, called ("the Project");

WHEREAS, the County, desires to enter into an agreement for the performance by Engineer of professional services during the Project;

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, local government code; and

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

AGREEMENT

1. General

The Engineer shall render professional services to the County related to the Project as defined in the Scope of Services in Attachment "A".

The standard of care for all Professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality.

2. Compensation and Payment

a. The Maximum Compensation for the performance of services within the Scope of Services described in Attachment "A" will be paid as an amount not to exceed \$584,950.00. In no case shall the amount paid under this contract exceed the Maximum Compensation without an approved change order. Progress payments for services rendered will be made monthly, and payment is requested within thirty (30) days from receipt of invoice.

b. All performance of the Scope of Services including changes in the contractual scope of work and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the County. Payment will made on the basis of the project completion certification and in accordance with those payment procedures set forth in subparagraph c, below.

- c. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the tenth day of each month during the performance of services hereunder and on or about the tenth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement accompanied by a progress report indicating the percent complete for the schedule of values describing the tasks described by the Scope of Services in a form acceptable to the County. The County shall reserve the right to withhold payment pending verification of satisfactory work performed. The 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. The County shall pay each such approved invoice within thirty (30) calendar days. Final Payment does not relieve the Engineer of the responsibility of correcting errors and/or omissions resulting from its negligence.

3. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end in accordance with the scope outlined in Attachment "A" and within the schedule described in Attachment "C". Tasks described under Additional Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended by the County.

4. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing 30 days written notice of such intentions to terminate and by stating in said notice "Termination Date" which shall be less than 30 days later than the actual receipt of such written notice by the Engineer. Upon such termination, the County shall compensate the Engineer in accordance with paragraph 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in paragraph 3(b), above.
- b. Termination of this Agreement and payment as described in subparagraph (a) of this paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect, provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute. The obligations in Paragraph 6 shall survive termination of this Agreement.
- c. If the County terminates this Agreement as provided in this paragraph, no fees of any type other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

- d. The County's rights and options to terminate this Agreement as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its said rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.
- e. A reproducible copy of all completed and partially completed documents prepared under this Agreement shall be delivered to the County within 30 days or upon Engineer's receipt of termination payment, whichever is sooner, when and if this Agreement is terminated.

5. Inspection of the Engineer's Books and Records

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

6. Ownership and Reuse of Documents

All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of the County subject to all of the following terms and conditions provided; however, County shall not own and shall have no right to receive any documents not deemed "final" by the Engineer until termination of this Agreement. Engineer will deliver the Documents to County within 30 days of the termination of this Agreement and may retain a set of reproducible record copies of the Documents, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement. It is mutually agreed that County will use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

County shall also be the owner of all intellectual property rights of the services rendered hereunder, including, all rights of copyright therein. It is the intention of Engineer and County that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer hereby agrees to assign, and by these presents, does assign to County all Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

Engineer agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of County that Engineer is permitted to use in connection with the services will not be used without County's consent and shall remain in the sole and exclusive properties of County and this Agreement does not confer upon Engineer any right or interest therein or in the use thereof.

7. Personnel, Equipment and Material

- a. The Engineer 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 the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the County, to perform the Scope of Services when and as required and without delays. It is understood that the County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. For the purpose of this agreement, key Engineer personnel are defined as: Kelly R. Kaluza, P.E., Principal-in-Charge and Richard W. Stolleis, P.E., Project Engineer. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

8. Items to be furnished to Engineer by the County

Items will be supplied to the Engineer:

- a. Preliminary Engineering Report (by Othon);
- b. Traffic Count information;
- c. Right-of-way documents;
- d. Hydrologic and Hydraulic studies affecting the Project;
- e. Miscellaneous information that may affect the Project;
- f. Assistance in coordination with all utility companies; and
- g. Assistance in coordination with all public and governmental entities.

9. Subletting

The Engineer shall not sublet, assign, or transfer any part of its rights or obligations in this Agreement without the prior written approval of the County. Responsibility to the County for sublet work shall remain with the Engineer.

10. Project Contact and Conference

The project contact person for the County is designated to be Jesse Hegemier, P.E. or his designee. At the request of the County, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the County, or at the site of the Project, and shall permit inspections of its offices by the County, or others when requested by the County.

11. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences at the office of the County's Executive Director and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Trial and hearing preparation and appearance by the Engineer in courts regarding litigation matters are Additional Services.

12. Compliance with Laws

The Engineer 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, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

13. Insurance

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance the types and in the minimum amounts set forth below.

The Engineer shall furnish certificates of insurance to the County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Engineer, name of the insurance company, policy number, term of coverage and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/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. Worker's Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and bodily Injury and Property Damage with limits of not less than:

- \$1,000,000 general aggregate limit
- \$325,000 each occurrence, combined single limit
- \$325,000 aggregate Products, combined single limit
- \$325,000 aggregate Personal Injury/Advertising Liability
- \$50,000 Fire Legal Liability
- \$5,000 Premises Medical

- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$300,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$2,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County Commissioners shall be named as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County Commissioners, with the exception of insurance required under paragraph "e".

14. Indemnification

With respect to claims brought by third parties against either Engineer or the County relating to the property or facilities with respect to which this Agreement pertains, Engineer and the County agree as follows:

- a. **ENGINEER WILL, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS DIRECTORS, OFFICERS, AND EMPLOYEES AGAINST ANY CLAIMS, DEMANDS OR CAUSES OF ACTION; AND COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGEMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, BROUGHT BY ANY OF ENGINEER'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER; HOWEVER, ENGINEER'S CONTRACTUAL OBLIGATION OF INDEMNIFICATION SHALL NOT EXTEND TO THE NEGLIGENCE OR OTHER FAULT OF THE COUNTY OR STRICT LIABILITY IMPOSED UPON THE COUNTY AS A MATTER OF LAW (INCLUDING STRICT LIABILITY IMPOSED UPON THE COUNTY AS A RESULT OF THE CONDITION OF THE PROPERTY OR FACILITIES WITH RESPECT TO WHICH THIS AGREEMENT PERTAINS).**

- b. In the event that both the County and Engineer are adjudicated negligent or otherwise at fault or strictly liable without fault with respect to damage or injuries sustained by the claimant, each shall be responsible for its own costs of litigation and pro rata share of damages as determined by the proceedings.

It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the party seeking indemnity shall provide written notice of a third party claim, demand or cause of action within 30 days after such third party claim, demand or cause of action is received by the party seeking indemnity. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third party claim.

15. Dispute Resolution

Except as expressly provided in Section 4, Termination, if a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then the County and the Engineer agree to submit the dispute to mediation. In the event the County or the Engineer desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any Successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by the County and 50 percent by the Engineer. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

16. Delivery of Notices, Etc.

- a. All written notices, demands, and other papers or documents to be delivered to the County under this Agreement shall be delivered to the Fort Bend County Engineer, P.O. Box 1449, Rosenberg, Texas 77471-1449, Attention: Jesse Hegemier, P.E., or at such other place or places as it may from time to time designate by written notice delivered to the Engineer. For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County Clerk, 301 Jackson Street, Richmond, Texas 77469, Attention: County Judge.
- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Kelly R. Kaluza & Associates, Inc., 3014 Avenue I, Rosenberg, Texas 77471, Attention: Kelly R. Kaluza, P.E., or such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, and other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of the County shall have any personal obligation hereunder.

20. Captions Not a Part Hereof

The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and, waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer 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.

23. Attachments

The following Attachments are included with and part of this Agreement as follows:

Attachment "A" Scope of Services

Attachment "B" Schedule of Hourly Charges by Personnel Classification

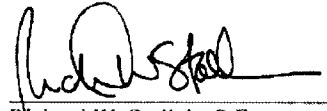
Attachment "C" Project Schedule

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 4 day of March 2008.

FORT BEND COUNTY


Robert E. Hecht, County Judge

ENGINEER


Richard W. Stolleis, P.E.
Project Engineer
Kelly R. Kaluza & Associates, Inc.

ATTEST


Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the County's obligation in the amount of \$ 584,950.00.


Ed Sturdivant, County Auditor

ATTACHMENT "A"

**PAVING AND DRAINAGE IMPROVEMENTS FOR
WEST BELLFORT FROM MARTINEZ STREET TO FARM MARKET #1464
FORT BEND COUNTY, TEXAS**

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

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

Scope of Work - Basic Services

Base engineering and surveying services and related additional project services for the project are summarized as follows:

I. PRELIMINARY PHASE SERVICES

A. Engineering Design Survey

Complete a field survey of the project alignment as required for the design of the Project. The topographic survey datum will be based on GPS data consistent with the County's LiDAR data (Geoid-03). The survey will include:

- Existing elevations at the centerline of the right-of-way, at the right-of-way line and twenty-five feet outside of the right-of-way (where accessible) at a spacing of 100 feet and at grade breaks.
- Utilities, pipelines and existing drainage improvement affected by the Project.
- Driveways, sidewalks, fences, mailboxes and other improvements within the limits and directly adjoining the Project.
- Drainage facilities, ditches and swales within and adjoining the Project, including 200 feet upstream and downstream of the Project, when accessible.
- Road intersections for 500 feet in each direction from the Project.
- Set 6 permanent horizontal control and benchmarks in accordance with Fort Bend County requirements at locations determined by the Engineer.
- Research existing right-of-way and easement information recorded in the Fort Bend County Official Records.
- Recover existing monuments along the Project right-of-ways.
- As needed, provide field note descriptions and related maps for additional right-of-way (not to exceed five separate parcels).

B. Preliminary Design Phase Services

- (1) Collect Available Data Including:
 - Traffic Count Data
 - Utility Information
 - Record Drawings
 - Right-of-way Maps

- (2) Based on the Engineering Design Survey and data collected for the Project, prepare a Base Case (asphalt) preliminary design and an Alternate preliminary design (concrete boulevard) for the Project. The preliminary design will include consideration of the following:
 - Project Limits
 - Design Speed & Traffic Volume Assumptions
 - Intersection Layouts
 - Alternative Sidewalk Layout
 - Access to Adjoining Properties
 - Connections to Existing Driveway
 - Auxiliary / Turning Lanes
 - Traffic Markings and Signage
 - Drainage Areas
 - Storm Sewer System
 - Storm Detention (western segment only)
 - Storm Outfall System
 - Utility Conflicts and Crossings
 - Pipeline Crossings
 - Texas Department of Transportation Requirements for connect to Farm Market #1464
 - Retaining Walls and Structures
 - Typical Sections
 - Preliminary Project Details

- (3) Prepare a preliminary opinion of probable construction costs for the Base Case and for the Alternate concrete boulevard cross section.

- (4) Prepare a letter report with preliminary plan and profile drawings to summarize the preliminary design.

C. Final Design Phase Services

- (1) Prepare Construction Plans for the Selected Design Including:
 - Cover Sheet
 - Overall Project Layout Plan
 - Drainage Area Map
 - Drainage Outfall and Detention Facilities Plan
 - Plan and Profiles for Drainage and Paving Improvements
 - Utility and Pipeline Coordination
 - Traffic Signage and Marking Plan
 - Construction Traffic Control Plan
 - Construction Details
- (2) Construction Contracts and Technical Specifications for the Project
- (3) Opinion of the most probable construction cost for the Project
- (4) Assist the County with:
 - Coordination with Texas Department of Transportation for approval of work within the Farm Market #1464 right-of-way
 - Coordination with the Fort Bend County Drainage District
 - Coordination of the Project planning and improvements at the existing pipeline crossings
 - Coordinate relocation of existing utilities identified in the Project design

II. BIDDING AND CONSTRUCTION PHASE SERVICES:

- A. Assist the County in obtaining construction bids for the Project including:
 - Advertisement for bids
 - Provide 15 copies of bidding documents for distribution to contractors
 - Attend pre-bid conference
 - Open and tabulate bids received by the Owner
 - Evaluation of construction bids received
 - Prepare our recommendation to the County regarding the award of the Contract
- B. Prepare Construction Contract Documents for execution by the County and the Contractor
- C. Make periodic visits to the Project to observe the progress of the Construction Work

- D. Consult with the County during the construction of the Project
 - Review Project submittals
 - Issue Construction Document clarifications
 - Assist the County in evaluation of Monthly Construction Pay Requests
- E. Conduct a final inspection of the Project with County and submit recommendations regarding the Project acceptance by the County
- F. Prepare Record Drawings for the Project. Provide two paper copies and one electronic copy of the record drawings for use by the County.
- G. Assist the County in completing a one-year warranty inspection.

III. SUBCONTRACTED SERVICES

- A. Traffic Control and Design
- B. Drainage and Detention Design

IV. SERVICES NOT INCLUDED IN THE CURRENT SCOPE OF WORK

- Environmental Assessment and Investigations
- Street Lighting Design
- Traffic Signal Design
- Retaining Walls and structural components.

V. 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") or as otherwise authorized. Separate budgets will be established for any Additional Services authorized by the COUNTY.

- A. Geotechnical Investigations (included in the original contract authorization).
- B. Phased Construction Documents
- C. Services resulting from significant changes in the general scope of the project.
- D. Revisions to previously approved plans, reports, or other project documents.

- E. New and/or additional activities resulting from Project requirements not identified in the Agreement, site changes, and/or condemnation proceedings.
- F. Assistance to the 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.
- G. Services after issuance of Certificate of Completion, other than those identified in Section II, and any other special or miscellaneous assignments specifically authorized by the COUNTY.
- H. Construction Materials Testing.

Compensation

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

West Bellfort - Paving and Drainage Improvements

I.	Preliminary Phase Services (Engineering) -	\$ 118,000.00
II.	Preliminary Phase Services (Survey) -	\$ 80,000.00
III.	Final Design Phase Services -	\$ 324,000.00
IV.	Bidding and Construction Phase -	\$ 48,000.00
V.	Additional Services -	
	A. Geotechnical Investigation -	\$ 14,950.00
		<hr/>
	Total Engineering and Surveying Fees =	<u>\$ 584,950.00</u>

ATTACHMENT "B"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective November, 2005

KELLY R. KALUZA & ASSOCIATES, 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.....	\$130.00/Hour
Project Engineer.....	\$120.00/Hour
Project Surveyor.....	\$105.00/Hour
Engineering or Surveying Technician.....	\$ 70.00/Hour
Draftsperson/CADD Technician.....	\$ 60.00/Hour
Secretaries/Stenographers.....	\$ 50.00/Hour
Field Party (2 Men).....	\$105.00/Hour
Field Party (3 Men).....	\$120.00/Hour
Field Party (4 Men).....	\$140.00/Hour
Construction Observation.....	\$680.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.

**Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.**

KELLY R. KALUZA & ASSOCIATES, INC.
3014 AVENUE I
ROSENBERG, TEXAS 77471
Phone: (281) 341-0808
Fax: (281) 341-6333
Email: kkaluza@kellykaluza.com

Rates Subject to Change

11/05

ATTACHMENT "C"

PROJECT SCHEDULE

Preparation of preliminary opinions of probable construction costs will be completed within three (3) months of the authorization to proceed.

Preparation of the plans, contract documents and specifications for the project is anticipated to take six (6) months from the approval of the preliminary design by the County.

Bid and contract phase activities are estimated to take two (2) months after approval of the bidding documents by the County.

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