

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**THIRD AMENDMENT TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
PROJECT NO. 709 – GOLFVIEW DRIVE**

THIS THIRD AMENDMENT is made and entered into by and between Fort Bend County, Texas, a 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.

RECITALS

WHEREAS, on or about August 23, 2011, County and Engineer entered into a Professional Engineering Services Agreement, (hereinafter referred to as the “Agreement”), a First Amendment dated May 8, 2012 (hereinafter referred to as the “First Amendment”) and a Second Amendment to the Professional Services Agreement dated May 7, 2013 (hereinafter referred to as the “Second Amendment”) for services relating to improvements to Golfview Drive located in Fort Bend County, Texas; and

WHEREAS, County and Engineer desire to further amend said Agreement for additional services and extend the deadline for completion of such services.

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

1. Engineer shall render the Construction Phase Services as set forth in Exhibit A, attached hereto incorporated herein for all purposes (hereinafter referred to as “Services”);
2. County shall make available an additional amount not to exceed eighty-four thousand eight hundred ten dollars and no/100 (\$84,810.00) to Engineer to perform Services.
3. Engineer’s compensation for Services shall not exceed a total maximum compensation in an amount not to exceed eight hundred twenty-one thousand eight hundred ten dollars and no/100 (\$821,810.00), authorized as follows:
 - a. Original Agreement not to exceed: \$600,000.00;
 - b. First Amendment not to exceed: \$77,000.00;
 - c. Second Amendment not to exceed: \$60,000.00; and this
 - d. Third Amendment not to exceed: \$84,810.00
4. The time for performance of the Services under the Agreement and this Third Amendment shall be extended to terminate on or before March 31, 2016.
5. No additional funding shall be available for Services provided under the Agreement or either Amendment without prior written consent of County.
6. Except as modified herein, the First and Second Amendment, the Agreement remains in full force and effect and has not been modified or amended.

7. If there is a conflict between this Third Amendment, the First, Second Amendment and/or the Agreement, the provisions of the Second Amendment shall prevail.

EXECUTION

This Third Amendment shall become effective upon execution by County.

FORT BEND COUNTY, TEXAS:


Robert E. Hebert, County Judge

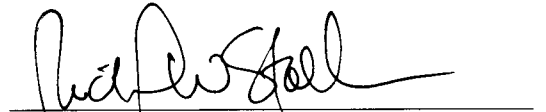
3-24-15
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:


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

3/17/15
Date

KELLY R. KALUZA & ASSOCIATES, INC.


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

3/18/15
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 821,510.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

EXHIBIT A

ATTACHMENT "A"

**FORT BEND COUNTY
CONSTRUCTION PHASE SERVICES ON GOLFVIEW DRIVE -
PAVING, DRAINAGE AND UTILITY IMPROVEMENTS
AND RABBS BAYOU IMPROVEMENTS
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", and by Kelly R. Kaluza & Associates, Inc., hereinafter called "ENGINEER".

Scope of Work

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

I. Construction Phase Services for Golfview Drive

A. Construction Phase Services – Water Line

- Project Meetings
- Coordination with City of Richmond and Administration
- Review and Approve Pay Request
- Review Submittals
- Verify Trench Backfilled in Accordance with Specification
- Verify Fittings, Valves and Appurtenances Installed Properly
- Observe All Testing of Water Line Facilities
- Final Inspection

**A. Fee for Construction Phase Services -
Water Line = \$ 15,960.00**

B. Construction Phase Services – Sanitary Sewer

- Project Meetings
- Coordination with City of Richmond and Administration
- Review and Approve Pay Request
- Review Submittals
- Verify Sanitary Sewer Backfill Operation
- Verify Manhole Structures Backfilled Properly
- Observe All Testing of Sanitary Sewer Facilities
- Final Inspection

**B. Fee for Construction Phase Services -
Sanitary Sewer = \$ 15,410.00**

C. Construction Phase Services – Paving and Drainage

- Project Meetings
- Coordination with City of Richmond and Administration
- Review and Approve Pay Request
- Review Submittals
- Verify Storm Sewer Backfill Operation
- Verify Drainage Structures Backfilled Properly
- Observe Subgrade Preparation Operation
- Inspect Forms and Steel Prior to Concrete Pour
- Observe Concrete Pavement Installation
- Inspect Forms and Steel for Concrete Curb Installation
- Final Inspection

C. Fee for Construction Phase Services - Paving and Drainage =	<u>\$ 53,440.00</u>
TOTAL ENGINEERING FEES =	<u>\$ 84,810.00</u>

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.

Schedule

Schedule for Construction Phase activities will be determined by the COUNTY.

Compensation

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

I. Construction Phase Services on Golfview Drive - Paving, Drainage and Utility Improvements and Rabbs Bayou Improvements, Fort Bend County, Texas

A. Construction Phase Services – Water Line	\$ 15,960.00
B. Construction Phase Services – Sanitary Sewer -	\$ 15,410.00
C. Construction Phase Services – Paving and Drainage -	<u>\$ 53,440.00</u>
Total Engineering and Surveying Fees =	<u>\$ 84,810.00</u>

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.

ATTACHMENT "B"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

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.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/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 actual cost.
5. All Other Expenses at actual cost.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

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.
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

Description	Budget	Principal \$175	Sr. Project Manager \$150	Project Manager \$145	Project Engineer \$110	Construction Inspector \$94	Designer \$80	CAD Technician \$70	Survey Crew (3) \$140	Contract Coordinator \$65
A. Construction Phase Services - Water Line										
1 Project meetings	\$1,984	2				16				2
2 Coordination with City of Richmond & administration	\$3,151	4				24				3
3 Review and approve pay request	\$564					6				
4 Review submittals	\$1,102	2				8				
5 Verify trench backfilled in accordance with specification	\$4,580	2				45				
6 Verify fittings, valves and appurtenances installed properly	\$2,230	2				20				
7 Observe all testing of water line facilities	\$1,478	2				12				
8 Final Inspection	\$869	1				6				2
9	\$0									
	\$15,958	15	0	0	0	137	0	0	0	7
Construction Phase Services - Sanitary Sewer										
1 Project meetings	\$2,522	4				18				2
2 Coordination with City of Richmond & administration	\$3,660	6				25				4
3 Review submittals	\$1,102	2				8				
4 Review and approve pay request	\$564					6				
5 Verify sanitary sewer backfill operation	\$4,110	2				40				
6 Verify manhole structures backfilled properly	\$1,760	2				15				
7 Observe all testing of sanitary sewer facilities	\$1,102	2				8				
8 Final Inspection	\$587	1				3				2
9	\$0									
	\$15,407	19	0	0	0	123	0	0	0	8
Construction Phase Services - Paving and Drainage										
1 Project meetings	\$5,290	8				40				2
2 Coordination with City of Richmond & administration	\$6,130	4				55				4
3 Review submittals	\$1,384	2				11				
4 Review and approve pay request	\$1,316					14				
5 Verify storm sewer backfill operation	\$9,630	4				95				
6 Verify drainage structures backfilled properly	\$5,990	2				60				
7 Observe subgrade preparation operation	\$4,700					50				
8 Inspect forms and steel prior to concrete pour	\$2,820					30				
9 Observe concrete pavement installation	\$11,280					120				
10 Inspect forms and steel for concrete curb installation	\$3,290					35				
11 Final Inspection	\$1,608	2				12				2
	\$53,438	22	0	0	0	522	0	0	0	8
Total Engineering Fees										
	\$84,803	56	0	0	0	782	0	0	0	23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SIG/McDonald & Wessendorff Insurance 611 Morton Street Richmond TX 77469	CONTACT NAME: Kathryn Williams	
	PHONE (A/C, No, Ext): (281) 342-2857 FAX (A/C, No): (281) 342-7367 E-MAIL ADDRESS: kathryn.williams@sig4you.com	
INSURED Kelly R. Kaluza & 3014 Avenue I Rosenberg TX 77471	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance/Allmerica	
	INSURER B: Graphic Arts Mutual Insurance	25984
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL147309397 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		OLDA04700700	7/9/2014	7/9/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		AWDA04699800	7/9/2014	7/9/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		OLDA04700700	7/9/2014	7/9/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4552633	7/9/2014	7/9/2015	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The GL and Auto policies include a blanket waiver of subrogation and automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. 60 day notice of intent to cancel, except 10 days or nonpayment of premium, in favor of cert holder.

CERTIFICATE HOLDER

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson St., Suite 201
Richmond, TX 77469

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dan McDonald/MGR

This page has been left blank intentionally: