

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

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

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on March 24, 2015, (hereinafter "Agreement") pursuant to SOQ 07-080; and

WHEREAS, the parties desire to amend the Agreement for additional construction phase services for paving and drainage.

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

1. Services to be rendered under the Agreement shall be amended to add construction phase services for paving and drainage, as described in the Scope of Work for Professional Engineering and Surveying Services, attached hereto as Exhibit A, and incorporated herein for purposes.
2. County shall pay Contractor an additional eleven thousand dollars and no/100 (\$11,000.00), on a lump sum basis, for the professional services to be rendered under this Amendment.
3. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed thirty-seven thousand nine hundred fifteen dollars and no/100 (\$37,915.00). In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without an approved change order.
4. The time of performance for all Services to be provided by Contractor, including the additional services, shall be extended by six (6) months from the date of termination as provided in the Agreement.

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

FORT BEND COUNTY

Robert E. Hebert

Robert E. Hebert, County Judge

8/25/15

Date

KELLY R. KALUZA & ASSOCIATES, INC.

Llarance L. Turner

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

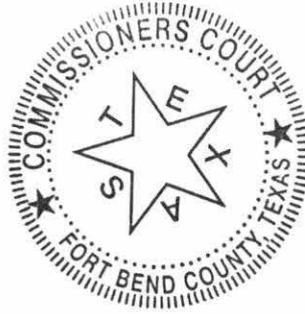
8/13/2015

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



APPROVED:

Richard W. Stolleis

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 32,915.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant

Robert Edward Sturdivant, County Auditor

MDS

EXHIBIT A

ATTACHMENT "A"

**FORT BEND COUNTY
CONSTRUCTION PHASE SERVICES ON WILLIAMS WAY -
PAVING, DRAINAGE AND UTILITY 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 Williams Way

A. 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

**A. Fee for Construction Phase Services –
Paving and Drainage = \$11,000.00**

TOTAL ENGINEERING FEES = \$11,000.00

Additional Services

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

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

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, traffic studies, or other project documents.

3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
4. Assistance to 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.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the COUNTY.

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 Williams Way - Paving, Drainage and Utility Improvements, Fort Bend County, Texas

A. Construction Phase Services – Paving and Drainage - \$ 11,000.00

Total Engineering and Surveying Fees = \$ 11,000.00

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

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

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	\$1,232	2				8				2
2 Coordination with City of Richmond & administration	\$1,420	2				10				2
3 Review submittals	\$376					4				
4 Review and approve pay request	\$412					3				2
5 Verify storm sewer backfill operation	\$376					4				
6 Verify drainage structures backfilled properly	\$188					2				
7 Observe subgrade preparation operation	\$1,128					12				
8 Inspect forms and steel prior to concrete pour	\$752					8				
9 Observe concrete pavement installation	\$3,760					40				
10 Inspect forms and steel for concrete curb installation	\$752					8				
11 Final inspection	\$668	2				2				2
12	\$0									
	\$11,064	6	0	0	0	101	0	0	0	8
Total Engineering Fees	\$11,064	6	0	0	0	101	0	0	0	8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2015

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 E-MAIL ADDRESS: kathryn.williams@sig4you.com FAX (A/C, No): (281) 342-7367	
INSURED Kelly R. Kaluza & Associates Inc. 3014 Avenue I Rosenberg TX 77471		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance/Allmerica INSURER B: Graphic Arts INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25984	

COVERAGES CERTIFICATE NUMBER: CL1562516526 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OLD-A047007-02	7/9/2015	7/9/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AWDA04699802	7/9/2015	7/9/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		OLD-A047007-02	7/9/2015	7/9/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4552633	7/9/2015	7/9/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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
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CERTIFICATE OF LIABILITY INSURANCE

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).

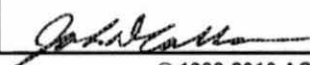
PRODUCER USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: Michelle Weweh
	PHONE (A/C, No, Ext): 713 490-4512 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: michelle.weweh@usi.biz
INSURED Kelly R. Kaluza & Assoc., Inc. 3014 Avenue I Rosenberg, TX 77471	INSURER(S) AFFORDING COVERAGE INSURER A : Argonaut Insurance Company NAIC # 19801
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			IAE129350	05/27/2015	05/27/2016	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This Certificate is issued for insured operations usual to Engineering Services.

CERTIFICATE HOLDER Fort Bend County Purchasing Dept Travis Annex 301 Jackson St Ste 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 
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