

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 R.G. Miller Engineers, 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 September 4, 2018, (hereinafter “Agreement”) pursuant to SOQ 14-025; and

WHEREAS, the parties desire to amend the Agreement for additional services to be provided, increase the total Maximum Compensation, and extend the Time of Performance under the Agreement for the completion of such additional services.

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

1. County shall pay Contractor an additional ninety-one thousand nine hundred fifty-five dollars and 00/100 (\$91,955.00), for the services as described in Contractor’s Revised Proposal for Engineering Services dated November 25, 2020, attached hereto as Exhibit “A” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one million four hundred twenty-seven thousand nine hundred thirteen dollars and 88/100 (\$1,427,913.88), authorized as follows:
 \$1,335,958.88 under the Agreement; and
 \$91,955.00 under this Amendment.
3. The parties agree the terms and conditions of the Agreement have remained in effect to date and the Time of Performance shall hereby be extended to end no later than December 31, 2022.
4. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

5. BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

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

FORT BEND COUNTY



County Judge KP George

KP George, County Judge

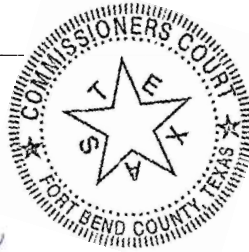
2-2-2021

Date

ATTEST:



Laura Richard, County Clerk



R.G. MILLER ENGINEERS, INC



Authorized Agent – Signature

Jack P. Miller, P.E.

Authorized Agent – Printed Name

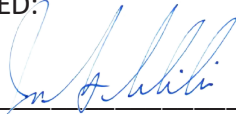
President

Title

January 20, 2021

Date

APPROVED:



J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:



Digitally signed by Spencer, Marcus
DN: dc=us, dc=tx, dc=fort-bend, dc=co,
dc=fortbend, ou=Fortbend, ou=Departments,
ou=County Attorney, ou=Users, cn=Spencer,
Marcus
Date: 2021.02.03 08:52:31 -06'00'

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,427,913.88 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



Proposal No. 17102rev
November 25, 2020

Mr. Stacy Slawinski, P.E.
County Engineer
Fort Bend County
301 Jackson
Richmond, TX 77469
281-633-7506

Re: Revised Proposal for Engineering Services to Design the Widening and reconstruction of Beechnut Street from 650 feet west of Peek Road to 1,650 feet east of Ashton Brook Lane in Fort Bend County, Texas

Dear Mr. Slawinski;

R. G. Miller Engineers, Inc. (RGME) is pleased to submit this revision to our proposal for professional engineering and surveying services to Fort Bend County (FBC) for the above referenced project. This proposal is in accordance with our scoping meetings with Mr. Robert McBride, P.E., of LJA Engineering, Inc. (LJA), the Precinct Program Manager. Based on those conversations it is our understanding that this original contract will separate into two bid-ready plan set packages. Kelly R. Kaluza & Associates (Kaluza) is to provide the Final Design, Contract, and Construction Phase Engineering Services for the reconstruction and widening of Beechnut Road from 1,350 feet west of Mason Road to 1,650 feet east of Ashton Brook Lane in Phase I. RGME is to provide Final Design, Contract, and Construction Phase Engineering Services for the reconstruction and widening of Beechnut Street from 650 feet west of Peek Road to 1,350 feet west of Mason Road in Phase II.

Currently Beechnut Street within the project area is a narrow two-lane asphalt roadway with open ditch drainage. The existing properties along the corridor are mostly vacant with some commercial development west of Peek Road and residential homes in the center section. The existing Beechnut Street roadway is approximately 10,000 feet in length and intersects the major thoroughfares of Peek Road and Mason Road. The proposed roadway from Peek Road to the eastern limits will consist of a continuous four-lane concrete boulevard roadway with a raised median, including storm sewer and drainage system and any necessary appurtenances. The intersection of Peek Road and Beechnut Street and the intersection of Mason Road and Beechnut Street will be developed in a modern roundabout configuration. The roundabout layout will be redesigned to an offset left configuration per current standards. RGME will provide the overall geometry of the new design at Mason Road and Beechnut Street to Kaluza. The design process will be a collaborative effort between the Design Consultant (RGME), the Project Manager (BBI) and County staff (FBCE). Based on this understanding we propose to provide the basic services as outlined in the scope of services shown in **EXHIBIT A** of the original contract.

In addition, Kaluza will collect and process topographic survey for the storm sewer outfall to the interim detention pond and prepare documentation for a drainage easement. RGME will incorporate the data into the construction documents for pipeline depth verification.

r. g. miller
engineers, inc.

The scope of work for the additional topographic survey will include:

Scope of work: additional easement topo

Research in the County Clerk's Office to obtain current Deed Record description of affected tracts and existing easements along route; On-the-ground survey by field crew to locate boundary control along route; Establish or recover temporary benchmark adjacent to route in conjunction with existing topographic survey work by this office; Submit one-call notification to request probe depths of existing pipelines along route; Location and elevation detail of existing improvements and topographic features along route including cross-section of existing drainage facilities, location of visible public and private utilities, and location of visible probe markers; Obtain natural ground spot elevations along route on approximate 100 foot grid system and at existing grade breaks; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the survey; Autocad drafting to add topographic detail to existing electronic drawing files prepared by this office; Show approximate location of underground utilities from available as-built plans; Furnish Client electronic drawing files with additional topographic survey work.

Scope of work: preparation of drainage easement descriptions

Coordinate location and dimension of proposed easements with Client; Office calculations necessary to define extents of easements; Set new corner monuments as necessary for easement location; Preparation of written description and survey exhibit for each owner tract (current number of affected owners = 3); Add proposed easement detail and survey control to existing project right-of-way plans prepared by this office.

In addition, if, through coordination with the pipeline companies, it is determined that the pipeline depths will need to be determined within this contract, a line item for Level A SUE survey is included in this contact amendment proposal.

It is proposed that these services will be provided for a total sum of \$ 91,955.00. An estimated level of effort to perform the prime engineering services is shown in the revised **EXHIBIT B**. The subconsultant proposal for engineering and additional services is contained within **EXHIBIT C**.

If through the results of preliminary investigations and studies additional work is required to develop the project, the additional design work will be handled by separate agreement at that time.

Prime Engineering Fee by R.G. Miller Engineers, Inc.

The Total Prime Engineering Services by RGME is divided into the following phases:

100 - Project Coordination/Management

(LUMP SUM) \$ 3,390.00

300 - Final Design

(LUMP SUM) \$ 23,850.00

Total Prime Engineering Fee \$ 27,240.00

Subconsultant Engineering Fee by Kelly R. Kaluza & Associates, Inc.

The Total Subconsultant Engineering Services by Kelly R. Kaluza & Associates, Inc. is divided into the following phases:

300 – Final Design

(LUMP SUM) \$ 33,215.00

500 – Contract-Construction Phase

(Hourly) \$ 12,000.00

Total Subconsultant Engineering Fee \$ 45,215.00

Additional Services

The Total Additional Engineering Services Fee is divided into the following phases:

214 -SURVEY (Kaluza & Associates, Inc.)

(LUMP SUM) \$ 14,500.00

216 – LEVEL A SUE SURVEY (if needed)

(LUMP SUM) \$ 5,000.00

Total for Additional Services \$ 19,500.00

TOTAL REVISED CONTRACT FEE = \$ 91,955.00

r. g. miller
engineers, inc.

It is estimated the design services will be performed in 4 calendar months.

If additional services are required, RGME will prepare a work authorization defining the scope of services with an estimated cost based on the attached rate schedule and will not proceed until receiving a signed authorization from FBC. RGME will submit invoices monthly for payment by FBC.

RGME will not exceed the fees outlined in this proposal without prior written authorization.

If a contract is offered by the County the Authorized Signer for RGME will be:

Jack P. Miller, President
R.G. Miller Engineers, Inc.
16340 Park Ten Place, Suite 350, Houston TX 77084
713-961-4600
JMiller@rgmiller.com

We appreciate the opportunity to provide these services to you and look forward to working with you and Fort Bend County Precinct 1 on this important project.

If you have any questions or need additional information, please feel free to phone.

Sincerely,

R. G. Miller Engineers, Inc.



Emily Lane, P. E.

Project Manager

t:\04401.000 fbc-04 beechnut street\admin\contract\rgme-beechnut street proposal_nov-2020.doc

PROJECT NAME: Beechnut Street
Beechnut Street from 650 west of Peek Road to 1,350 feet west of Mason Road

CONTRACT NUMBER: 17410
PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

FEE SUMMARY

R.G. Miller Engineers, Inc.

| TASK DESCRIPTION | DEPARTMENT MANAGER | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT | SENIOR ENGINEER TECH | CADD TECHNICIAN | CLERICAL | TOTAL LABOR HRS. & COSTS |
|-----------------------------------------------------|--------------------|-----------------|-----------------|------------------|----------|----------------------|-----------------|----------|--------------------------|
| | \$230.00 | \$200.00 | \$175.00 | \$150.00 | \$110.00 | \$120.00 | \$80.00 | \$80.00 | |
| 100-PROJECT COORDINATION/MANAGEMENT | | | | | | | | | |
| 110-PROJECT COORDINATION | 1 | 2 | | 3 | | | | | 6 |
| 120-INVOICES/PROJECT PROGRESS REPORTS | | 1 | | 2 | | | | 3 | 6 |
| 130-PROJECT SCHEDULING | | 2 | | | | | | | 2 |
| 140-PROGRESS MEETINGS | 1 | 2 | | 2 | | | | 3 | 8 |
| Project Management & Meetings (3 months Typical) | | | | | | | | | |
| HOURS SUB-TOTALS | 2 | 7 | 0 | 7 | 0 | 0 | 0 | 6 | 22 |
| TOTAL LABOR COSTS | \$460.00 | \$1,400.00 | \$0.00 | \$1,050.00 | \$0.00 | \$0.00 | \$0.00 | \$480.00 | \$3,390.00 |
| SUBTOTAL | | | | | | | | | \$3,390.00 |
| 100-PROJECT COORDINATION/MANAGEMENT SUBTOTAL | | | | | | | | | \$3,390.00 |

| TASK DESCRIPTION | DEPARTMENT MANAGER | PROJECT MANAGER | SENIOR ENGINEER | PROJECT ENGINEER | EIT | SENIOR ENGINEER TECH | CADD TECHNICIAN | CLERICAL | TOTAL LABOR HRS. & COSTS |
|------------------------------------------------------------------|--------------------|-----------------|-----------------|------------------|------------|----------------------|-----------------|----------|--------------------------|
| | \$230.00 | \$200.00 | \$175.00 | \$150.00 | \$110.00 | \$120.00 | \$80.00 | \$80.00 | |
| 300-DESIGN PHASE | | | | | | | | | |
| 310-UTILITY COORDINATION | 0 | 2 | 0 | 4 | 6 | 0 | 0 | 0 | 12 |
| Develop design to avoid/minimize existing and proposed Utilities | | 1 | | 2 | 3 | | | | 6 |
| Coordination on Relocations/Removals | | 1 | | 2 | 3 | | | | 6 |
| 320-ROADWAY | 0 | 5 | 17 | 22 | 32 | 0 | 28 | 0 | 104 |
| Plan and Profile Sheets (Roadway) (100% Final) | | 1 | 1 | 2 | 4 | | 4 | | 12 |
| Revised roundabout at Beechnut and Peek | | 2 | 8 | 10 | 12 | | 16 | | 48 |
| Revised roundabout at Beechnut and Mason | | 2 | 8 | 10 | 16 | | 8 | | 44 |
| 330-DRAINAGE | 1 | 2 | 1 | 6 | 8 | 0 | 10 | 0 | 28 |
| Storm Sewer Plan and Profile design including laterals | | 1 | 1 | 2 | 4 | | 8 | | 16 |
| Temporary Drainage Design | 1 | 1 | | 4 | 4 | | 2 | | 12 |
| 350 - CONSTRUCTION SEQUENCING AND TRAFFIC CONTROL | 0 | 2 | 0 | 6 | 10 | 0 | 8 | 0 | 26 |
| TCP Advance Warning Signs | | | | 1 | 2 | | 1 | | 4 |
| TCP Overview & Narrative | | 1 | | 2 | 2 | | 1 | | 6 |
| Detour Plans (with County Approval Only) | | 1 | | 1 | 2 | | 2 | | 6 |
| Traffic Control Plan | | | | 2 | 4 | | 4 | | 10 |
| 374-QUANTITY TAKE-OFFS AND QUANTITY SUMMARIES | 0 | 0 | 0 | 1 | 2 | 1 | 0 | 0 | 4 |
| Quantities (Summary Sheets - Optional) (100% FINAL) | | | | 1 | 2 | 1 | | | 4 |
| 376-CONSTRUCTIONCOST ESTIMATES | 0 | 1 | 0 | 2 | 3 | 0 | 0 | 0 | 6 |
| Construction Cost Estimate (100% FINAL) | | 1 | | 2 | 3 | | | | 6 |
| | | | | | | | | | 0 |
| 380-PREPARATION AND SUBMITTAL OF PS&E | 1 | 2 | 0 | 1 | 1 | 3 | 2 | 0 | 10 |
| 100% PS&E SUBMITTALS | 1 | 2 | | 1 | 1 | 3 | 2 | | 10 |
| HOURS SUB-TOTALS | 2 | 14 | 18 | 42 | 62 | 4 | 48 | 0 | 190 |
| TOTAL LABOR COSTS | \$460.00 | \$2,800.00 | \$3,150.00 | \$6,300.00 | \$6,820.00 | \$480.00 | \$3,840.00 | \$0.00 | \$23,850.00 |
| SUBTOTAL | | | | | | | | | \$23,850.00 |
| 300-DESIGN PHASE SUBTOTAL | | | | | | | | | \$23,850.00 |

| | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--------------------|
| SUBTOTAL BASIC SERVICES | | | | | | | | | \$27,240.00 |
|--------------------------------|--|--|--|--|--|--|--|--|--------------------|

KALUZA INC

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

September 10, 2020

Mr. Patrick J. Ross, P.E.
R.G. Miller Engineers
16340 Park Ten Place, Suite 350
Houston, Texas 77084

RE: Proposal for Engineering and Surveying for Fort Bend County 2017 Mobility Project 4-10, Beechnut Street Extension in the Grand Mission Municipal Utility District Area, Fort Bend County, Texas

Dear Mr. Ross:

We propose to render professional engineering and surveying 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 of land use, including any special services needed, and also to make available pertinent existing data.

Kaluza Inc. (KALUZA) proposes to provide the necessary engineering and surveying services to complete the following work on the Project:

Project Description:

Fort Bend County 2017 Mobility Project 4-10, Beechnut Street Extension project consists of preparing engineering construction plans for renovation and expansion of existing roadway from relocation of Owens Road intersection at Harlem Road to intersect with Plantation Drive. KALUZA project limits are from 1,650 feet east of Ashton Brook Lane to 1,350 feet east of Mason Road. The project area is approximately 5,000 feet in length and will consist of a continuous four-lane concrete boulevard roadway with a raised median, including storm sewer and drainage system and any necessary appurtenances.

All roadway sections in this area will consist of concrete pavement with twelve foot wide lanes. Drainage for the roadway improvements will be provided by storm sewer. Various utilities will be required to be relocated in new pavement work area.

Scope of Work:

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

I. Engineering Design Phase Services

(1) 95% Submittal: The 95% submittal will be considered bid ready but not sealed, and will include all of the 70% requirements plus the following:

- Signage and pavement marking plans
- Standard construction details
- Project manual (bid form, specification table of contents, and special specifications or conditions; contract documents excluded)
- Responses to 70% comments

The 95% submittal will be submitted for County review, and drawings will be submitted in electronic format.

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

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis. Twenty five (25) compact disc of final sealed plans will be submitted to Fort Bend County purchasing department.

I. Fee for Engineering Design Services = \$ 23,615.00

II. Bidding and Construction Phase Services

(1) Construction Phase Services will include:

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

All bid and construction phase services will be paid as an hourly rate.

II. Fee for Bidding and Construction Phase Services = \$ 12,000.00

III. Additional Surveying Services – Topographic Survey along Mason Road

Obtain topographic survey information for paving and drainage features along on recently constructed Mason Road; Provide survey ties for existing pipelines crossing at drainage outfall crossing; Prepare metes and bounds for drainage easement from Beechnut including linear detention pond near pipelines; Show all visible utilities found during the course of obtaining field work; Show on drawings, all underground features and utilities within the Project limits from as-built drawings;

III. Fee for Additional Surveying Services = \$ 3,900.00

TOTAL ENGINEERING & SURVEYING FEES = \$39,515.00

Additional Services

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

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

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

Schedule

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

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

Summary of Compensation

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

| | | |
|------|-------------------------------------|--------------------|
| I. | Engineering Design Phase Services - | \$ 23,615.00 |
| II. | Construction Phase Services - | \$ 12,000.00 |
| III. | Additional Surveying Services - | <u>\$ 3,900.00</u> |

Total Engineering and Surveying Fees = \$ 39,515.00

This proposal does not include costs for fees to Grand Mission Municipal Utility District or review fees to utility agencies. Also, this proposal does not include a Traffic Impact Study that may be required. The Traffic Impact Study would be contracted directly Fort Bend County and traffic engineer consultant.

The work on the project can commence within fifteen (15) days of the receipt of a copy of this proposal signed by Fort Bend County.

Total fees based on completion of all work described in the foregoing pages are the specified amount,

provided the Owner does not make major changes or additions to the scope of work after work is initiated. Additional work 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".

Billings for services rendered will be made monthly, and payment is requested within thirty (30) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally 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 you 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 working with you on this project.

Cordially,

KALUZA INC.

Llarance L. Turner

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

Attachment

Accepted - Title

Date

KALUZA INC

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

November 11, 2020

Mr. Patrick J. Ross, P.E.
R.G. Miller Engineers
16340 Park Ten Place, Suite 350
Houston, Texas 77084

RE: Proposal for Engineering and Surveying for Fort Bend County 2017 Mobility Project 4-10, Beechnut Street Extension Roundabout at Mason Road in the Grand Mission Municipal Utility District Area, Fort Bend County, Texas

Dear Mr. Ross:

We propose to render professional engineering and surveying 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 of land use, including any special services needed, and also to make available pertinent existing data.

Scope of Work:

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

I. Engineering Design Phase Services

Revise design and construction plans for new layout on Roundabout at the intersection of Beechnut Street and Mason Road intersection. Proposed scope of work to include updating construction documents plan and profile view, cost estimates, signage and pavement marking plan and resubmittal to utility companies and governmental agencies

I. Fee for
Engineering Design Services = **\$ 9,600.00**

II. Additional Surveying Services – Topographic Survey along Mason Road

Survey calculations necessary to determine additional right of way requirements; Prepare metes and bounds description and exhibits for additional right of way for Roundabout and set survey monuments on the ground for additional right of way.

**II. Fee for Additional
Surveying Services = \$ 4,300.00**

Additional Services

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

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

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

Schedule

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

Summary of Compensation

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

| | |
|-----------------------------------------------|----------------------------|
| I. Engineering Design Phase Services - | \$ 9,600.00 |
| II. Additional Surveying Services - | <u>\$ 4,300.00</u> |
| Total Engineering and Surveying Fees = | <u>\$ 13,900.00</u> |

This proposal does not include costs for fees to Grand Mission Municipal Utility District or review fees to utility agencies. Also, this proposal does not include a Traffic Impact Study that may be required. The Traffic Impact Study would be contracted directly Fort Bend County and traffic engineer consultant.

The work on the project can commence within fifteen (15) days of the receipt of a copy of this proposal signed by Fort Bend County.

Total fees based on completion of all work described in the foregoing pages are the specified amount, provided the Owner does not make major changes or additions to the scope of work after work is initiated. Additional work 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".

Billings for services rendered will be made monthly, and payment is requested within thirty (30) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally 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 you 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 working with you on this project.

Cordially,

KALUZA INC.

Llarance L. Turner

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

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION
Effective June, 2013

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..... | \$ 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 cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
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.



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

06/13
Rev.01/02/19

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2021-708105

Date Filed:
01/20/2021

Date Acknowledged:
02/02/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
R.G. Miller Engineers, Inc.
HOUSTON, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
17410
Amendment to Professional Services Agreement - 2017 Mobility Bond Program

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Paderanga, Andrew | Houston, TX United States | X | |
| | Miller, Jack | Houston, TX United States | X | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)