

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Kaluza, Inc., (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas. County and Consultant may be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, County desires that Consultant provide professional engineering and surveying services for Fort Bend County 2023 Parks Bond Park Project Estimates Assessment (hereinafter "Services") pursuant to SOQ 14-025; and

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

WHEREAS, Consultant is a professional engineering and land surveying firm which provides engineering and surveying services in the state of Texas; and

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

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is for professional engineering services and may not be competitively bid pursuant to Chapter 2254 of the Texas Government Code.

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

AGREEMENT

Section 1. Scope of Services

Consultant shall render the professional engineering and surveying services as described in Consultant's Scope of Work, attached hereto as Exhibit A, and incorporated herein for all purposes, pursuant to SOQ 14-025.

Section 2. Personnel

2.1 Consultant 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 Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is seventy-nine thousand six hundred and 0/100 dollars (\$79,600.00) as set forth in Exhibit A. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without a written agreement executed by the parties.

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seventy-nine thousand six hundred and 0/100 dollars (\$79,600.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed seventy-nine thousand six hundred and 0/100 dollars (\$79,600.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than three (3) calendar months. Consultant shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

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

Section 9. Inspection of Books and Records

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

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST LOSSES, LIABILITIES, CLAIMS, AND CAUSES OF ACTION, INCLUDING THE REIMBURSEMENT OF COUNTY'S REASONABLE ATTORNEYS FEES IN PROPORTION TO CONTRACTOR'S LIABILITY, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, INTENTIONAL TORT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their

obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

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

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Parks and Recreation Department
Attn: Parks Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

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

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

Consultant represents shall perform the Services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. Further, Consultant shall perform the Services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

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

Section 19. Successors and Assigns

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

Section 20. Third Party Beneficiaries

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

Section 21. Severability

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

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant

release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

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

Section 24. Conflict

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

Section 25. Certain State Law Requirements for Contracts

The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

25.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

25.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

25.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

25.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and

“firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONSULTANT 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.

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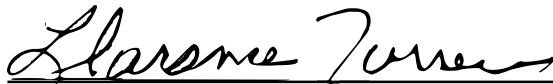
IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

KALUZA, INC.



KP George, County Judge



Authorized Agent – Signature

May 23, 2023

Date

Llarance Turner, R.P.L.S.

Authorized Agent – Printed Name

ATTEST:



President

Title



Laura Richard, County Clerk

May 17, 2023

Date

APPROVED:



Darren McCarthy, Parks Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 79,600.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Kaluza, Inc. Letter dated April 25, 2023

EXHIBIT A



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

April 25, 2023

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

RE: Civil Engineering Services for Fort Bend County 2023 Parks Bond Park Project Estimates Assessment, Fort Bend County, Texas.

Dear Mr. McCarthy:

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 to make available pertinent existing data:

Kaluza Inc. proposes to provide the necessary engineering services to complete the following work on the Project:

Project Description

The Fort Bend County 2023 Parks Bond cost assessment is being proposed to assist in the bond process that leads to the full development or redevelopment of a park, open space, and/or recreation facility. Currently Fort Bend County has approximately thirty-three (33) different park projects for the 2023 Parks Bond. A cost estimate, narrative report and site location map needs to be provided for each project that address recreation and/or open space needs and priorities identified by Commissioner Court to determine the total bond amount. Sufficient information is required to be provided to Commissioner Court to ensure that the proposed facilities are appropriate for the site and meet accepted design standards that create accessible and climate resilient facilities and provide opportunities for all.

Scope of Work

Participation and communication will be required throughout the cost assessment process to help determine and prioritize the types of facilities Commissioners Court desires for the bond project. Kaluza Inc will schedule a meeting with each member of the Commissioners Court to gather information about park project needs for the community.

Kaluza Inc will gather background information on each project site that provides an overview of each project to establish a foundation to determine project cost. Use of the most recent construction cost data will be used to determine project cost. The cost estimate will include construction and materials costs;

project administration costs; engineering and other professional services costs; and a contingency cost of construction cost estimate. If the proposed project cannot realistically be conducted in one to three years as one project, develop a phased and prioritized multi-year capital development program. This should explain the strategy for the phasing, identify which areas and facilities are to be developed in which years, and provide the costs associated with each phase.

A site inventory for the proposed project and facilities for each site will be conducted. A brief narrative of the existing and proposed improvements related to the project site(s) and any potential impacts on potential project will be included in the narrative. The narrative will include appropriate items such as the following:

- Location
- Acreage
- Surrounding Land Use
- Easements & Rights-of-Way
- Utilities
- Circulation & Access

A site location map will be provided for each project. The map will show an existing aerial view of conditions at the proposed recreation area(s) and facility(s). An electronic PDF of all documents to include narrative, cost estimate and location map for each project area will be provided.

Total Engineering and Surveying Fees = \$ 79,600.00

Additional Services

If authorized by the 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 (Exhibit "A"). 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.

Work can commence within ten (10) days after receipt of a signed proposal. Preparation of deliverables and cost estimates is anticipated to take three (3) months. Total surveying and engineering fees based on completion of all work described in the foregoing pages for the specified amount, provided the Owner does not make major changes after design work is initiated. Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Invoices will be based on the

ENGINEER's estimate of percentage completion to date of invoice. 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".

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 accepted professional engineering and surveying practices. The owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. 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 collaborating 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 January 2022

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.....	\$ 195.00/Hour
Sr. Project Manager.....	\$ 170.00/Hour
Project Manager.....	\$ 160.00/Hour
Survey Manager.....	\$ 155.00/Hour
Project Engineer.....	\$ 125.00/Hour
Project Surveyor.....	\$ 100.00/Hour
Sr. Designer.....	\$ 100.00/Hour
Designer.....	\$ 90.00/Hour
CAD Technician.....	\$ 75.00/Hour
Contract Coordinator.....	\$ 70.00/Hour
Administrative Assistant.....	\$ 65.00/Hour
Field Party (2 Men).....	\$ 135.00/Hour
Field Party (3 Men).....	\$ 155.00/Hour
Field Party (4 Men).....	\$ 165.00/Hour
Construction Observation.....	\$ 800.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$75.00/Set.
3. ATV Rental - \$130.00/Day.
4. Other Consultants at actual cost.
5. All Other Expenses at actual cost.
6. Global Positioning System (GPS) Surveying an additional charge of \$30.00 per hour will be charged for equipment.



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

Fort Bend County, Texas



Request for Statement of Qualifications of Engineering Services

*Professional Engineering Services Related to Fort Bend County
Roadway, Drainage, & Infrastructure Projects – SOQ #14-025*

Prepared By:

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

January 16, 2014

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KELLY R. KALUZA & ASSOCIATES, 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

January 16, 2014

Mr. Gilbert D. Jalomo, Jr.
Fort Bend County Purchasing Agent
Fort Bend County Travis Annex
301 Jackson Street, Suite 201
Richmond, Texas 77469

RE: Professional Consulting Engineering Services Related to Fort Bend County Roadway, Drainage, and Infrastructure Projects (SOQ 14-025)

Dear Mr. Jalomo, Jr.:

Kelly R. Kaluza & Associates, Inc., (KALUZA) is pleased to submit this Statement of Qualifications to provide professional consulting engineering and surveying services to Fort Bend County for roadway, drainage, and infrastructure projects as described in your notice.

KALUZA is a civil engineering, consulting, and land surveying company located in Rosenberg, Texas. The firm was founded in 1981 and provides planning, engineering, and surveying services for a broad spectrum of municipal, county, and development projects.

KALUZA has three Registered Professional Land Surveyors and three Licensed Professional Engineers on staff and employs full-time technical staff and survey field crew personnel; therefore all surveying and engineering design requirements can be fulfilled with in-house staff. **KALUZA** utilizes modern surveying, engineering, and drafting equipment. The company currently utilizes GPS technology for gathering field information and AutoCAD with Civil 3D for project design.

KALUZA has over 32 years of experience in providing turn-key engineering, planning, surveying, design, and construction phase services for public and private clients. In particular, **KALUZA** has provided planning, design and construction phase services for numerous Fort Bend County municipal projects. Our planning experience includes preparing city maps, zoning maps, reviewing subdivision plats for Planning Commissions, preparing major thoroughfare plans, preparing design standards and subdivision ordinances, and providing technical assistance to City and County Staffs, City Councils and City/County Commissions.

KALUZA has an understanding of the needs of municipalities and counties and has experience in working for municipalities in growth areas. **KALUZA** understands the need to provide engineering services to Fort Bend County, within the time and budget allocated for the projects. Our Project team is committed to completing projects on an aggressive design schedule while maintaining quality of work.

Mr. Gilbert D. Jalomo, Jr.
Fort Bend County Purchasing Agent
Fort Bend County Travis Annex
January 16, 2014
Page Two (2)

The following characteristics of our firm will ensure strong engineering and surveying leadership for the planning and management for the design of projects to serve Fort Bend County projects.

- ✓ Corporate Commitment - Our firm is prepared to commit principals to full-time coordination and representation. As the President of Kelly R. Kaluza & Associates, Inc., I will direct all corporate resources necessary for the successful completion of a project in a timely manner and within budget.
- ✓ Capability - A staff of professionals with experienced key personnel as outlined in the resumes enclosed herewith, will provide the necessary engineering and surveying support to complete projects on time and on budget.
- ✓ Direct Knowledge - We have completed multiple Fort Bend County CDBG grant projects, including eight phases of North Side Sanitary Sewer Improvements for the City of Rosenberg and four phases of Sanitary System Improvements for the City of Richmond. We also completed the Water Line Distribution Improvements for the City of Needville in June of 2013. In 2010 we successfully completed the Paving and Drainage Improvements for West Bellfort from Martinez Street to FM 1464 for Fort Bend County. At this time, we have two ongoing projects with Fort Bend County, they are Harlem Road Improvements and Paving, Drainage, and Utility Relocation for Golfview from Williams Way to Thompsons Highway. Our firm has experience in working with municipalities in Brazoria County, Colorado County, Fort Bend County, Galveston County, Wharton County and surrounding areas.
- ✓ Certification of Accuracy of Information - I have been employed with Kelly R. Kaluza & Associates, Inc. for over 32 years and I have first-hand working knowledge of the projects completed by our firm and I am qualified to certify as to the accuracy of the information that is included in our Statement of Qualifications.

Kelly R. Kaluza & Associates, Inc. sincerely appreciates the opportunity to submit this statement of qualifications and we look forward to meeting with Fort Bend County to discuss our qualifications in detail. Please feel free to contact us if you require any additional information or clarification of the criteria contained in our qualifications.

Very truly yours,

KELLY R. KALUZA & ASSOCIATES, INC.



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

IN-HOUSE QUALIFICATIONS - RESUMES OF KEY PERSONNEL (2)

KELLY R. KALUZA, P.E., R.P.L.S.
PROJECT ENGINEER
281.341.0808 (ph) - 281.341.6333 (fax)
email: kkaluza@kellykaluza.com

REGISTRATION: Registered Professional Engineer
State of Texas
Registration #42426

Registered Professional Land Surveyor
State of Texas
Registration #1943



EDUCATION: Bachelor of Science - Engineering
University of Texas at Austin

EXPERIENCE:

Kelly R. Kaluza's career as a Professional Engineer and Registered Professional Land Surveyor includes experience at all levels of the design profession from office and field production to corporate planning and management. He is in charge of company operations and maintains an active role in design, review and approval of client projects at every stage.

Mr. Kaluza has carried the responsibility for the design, management, and construction of projects for municipalities, school districts, and developers, along with consulting with savings associations regarding the evaluation, management, monitoring, and funding of loans. Mr. Kaluza has been involved with the preparation of drainage studies and feasibility studies for developments, including representation of clients with City, County, and State authorities. Mr. Kaluza has reviewed construction plans and subdivision plats as consulting City Engineer for municipalities and drainage districts and has prepared and provided testimony for sanitary landfill permit applications.

Mr. Kaluza has extensive land surveying experience in the preparation of boundary and land title surveys including abstracting and professional surveying representation on boundary disputes, elevation determinations, topographic surveying, and litigation.

Mr. Kaluza was in charge of several major projects, including responsibility for cost estimates, budgeting, cash flow schedules, profitability analysis, contract negotiating, and coordination with all public agencies and engineering and architectural consultants.

KALUZA

RESUME OF KEY PERSONNEL

C. TIM GRIFFITH, R.P.L.S.
VICE PRESIDENT AND PROJECT SURVEYOR
281.341.0808 (ph) - 281.341.6333 (fax)
email: tgriffith@kellykaluza.com

REGISTRATION: Registered Professional Land Surveyor
State of Texas
Registration #4349

EDUCATION: Wharton County Junior College
Houston Community College
University of Houston



EXPERIENCE:

Mr. Tim Griffith has over 32 years of experience in the construction field and in every phase of land surveying, including boundary, horizontal and vertical control, topographic, alignment, and as-built surveys. Mr. Griffith also has extensive experience in calculation and mapping for a wide variety of projects.

Mr. Griffith has been involved with design calculations, project layout, and construction cost estimates. Construction experience includes positions as crew foreman, department superintendent, and project manager of utilities, drainage, paving, small structures, and bridge construction projects.

RESUME OF KEY PERSONNEL

LLARANCE L. TURNER, R.P.L.S.
PRESIDENT AND PROJECT MANAGER
281.341.0808 (ph) - 281.341.6333 (fax)
email: ltturner@kellykaluza.com

REGISTRATION: Registered Professional Land Surveyor
State of Texas
Registration #5829

EDUCATION: Bachelor of Science - Civil Technology
University of Houston



EXPERIENCE:

Mr. Llarance Turner has attained over 32 years of experience in municipal and land development projects. He has been responsible for coordination of the design and construction phase of single-family and multi-family projects, commercial development, and recreation areas.

Mr. Turner is responsible for preparation of construction plans for water, drainage, major thoroughfares, private and public sewer facilities for municipalities and private corporations. Mr. Turner has assisted in regulating field work, calculations, and office coordination. Mr. Turner also has experience in land surveying, including abstracting, research, and preparation of land title surveys, topographic maps, and field work experience. Mr. Turner has supervised several types of construction work.

RESUME OF KEY PERSONNEL

DUANE H. WHITEHEAD, P.E.
PROJECT ENGINEER

281.341.0808 (ph) - 281.341.6333 (fax)
email: dwhitehead@kellykaluza.com

REGISTRATION: Registered Professional Engineer
State of Texas
Registration #105210

Certified Floodplain Manager
Certificate #2381-12N

EDUCATION: Bachelor of Science - Civil Engineering
Oregon Institute of Technology
(Oregon Tech)



EXPERIENCE:

Mr. Whitehead, a Fort Bend County resident, has experience in the design and management of single and multi-family residential, as well as commercial land development with an emphasis on drainage, grading and street design. He has been responsible for the coordination, planning, design and construction management of new projects and renovations for multiple school districts, including schools, administration buildings and transportation facilities. He also has experience with master planned communities in mixed use, residential/commercial subdivisions, LEED and low-impact development. Recent experience has extended to roadways, City and County facility expansions and utility replacement projects.

RESUME OF KEY PERSONNEL

MATTHEW B. BREAZEALE, P.E.
VICE PRESIDENT AND PROJECT ENGINEER - UTILITIES
281.341.0808 (ph) - 281.341.6333 (fax)
email: mbreazeale@kellykaluza.com

REGISTRATION: Registered Professional Engineer
State of Texas
Registration #104910

EDUCATION: Bachelor of Science in Civil Engineering;
Oklahoma State University



EXPERIENCE:

Mr. Breazeale is a resident of Fort Bend County and a graduate of Oklahoma State University College of Engineering. He started his career providing engineering design and consulting services for various public and private clients in Fort Bend, Wharton, and Harris Counties with water system models, transmission line design, sanitary sewer rehabilitation, ground and surface water plant design, and multiple stakeholder utility relocation projects.

Mr. Breazeale then served as the in-house engineer and Assistant General Manager for one of the largest utility districts in the State of Texas. As the District Engineer, he was responsible for overall engineering project design, rehabilitation, maintenance, and planning for the District's 225 miles of water and sanitary sewer lines. In addition to providing engineering support to the District's 5.1 MGD waste water plant, Mr. Breazeale was also responsible for water production, distribution, and maintenance of four ground water plants and one surface water plant with a combined max daily production of 17.5 million gallons.

Mr. Breazeale now focuses on design and planning of surface water conversion in Fort Bend and Harris Counties, as well as, utilities and plant work. His work includes master planning, lift station and waste treatment plant design, design of ground and surface water treatment plants, creation and approval of Ground Water Reduction Plans, and large diameter transmission line design.

IN-HOUSE EXPERIENCE WITH PROJECTS (3)

West Bellfort - Paving and Drainage Improvements from Martinez Street to Farm Market #1464

Service Categories: *Roadway Design
Hydraulic Design & Analysis
Surveying & Mapping*

Client: *Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
(281) 341-8643*

Construction Cost: *\$4,294,000.00*
Construction Completed: *July 2010*

The West Bellfort project consists of removing existing asphalt roadway with open ditch drainage and replace with 4 lane divided median concrete pavement and storm sewer system. The total length of the new pavement area is 9,500 linear feet. The new paved section consists of connecting to Farm Market #1464 to existing concrete paving of West Bellfort. All new striping and signage was designed for the new paved areas. A new storm sewer system is being constructed for the new paved area and some offsite drainage improvements are required. Sidewalks and ramps were designed to be constructed in accordance with ADA Standards. The West Bellfort project also entailed design and reconstructing new 8" water line in conflict with new pavement along with topographic surveying and construction staking.

The West Bellfort project required review and approval of Texas Department of Transportation, CenterPoint Energy, Fort Bend County Drainage District, Fort Bend County Engineering, pipeline companies and all local utility companies. One of the main challenges for the project is phasing construction so that homeowners along West Bellfort have access to property and public service can still be provided with minimum interruption. The final product has made a positive impact for the area with minimum inconvenience during construction to residents or businesses in the area.

Pamela & Patricia Lane Reconstruction

Service Categories: *Roadway Design
Hydraulic Design & Analysis
Surveying & Mapping
Subsurface Utility Engineering*

Client: *Valerie Ruda Marvin
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
(281)261-4317*

Construction Cost: *\$1,113,000.00*
Construction Date: *January 2009*

The Pamela and Patricia Lane Reconstruction project consisted of 3,200 linear feet of pavement reconstruction that included Carol Lynn Drive and Denard Drive. The existing streets were constructed of asphalt pavement with a concrete valley gutter for drainage adjacent to pavement. The project had to be coordinated with the Fifth Street pavement project for connection of Denard Drive and Carol Lyn Drive. Traffic control and vehicular access for local residents was addressed and minimized inconvenience to residents during construction. The proposed project provided 28' wide concrete paved streets for the project along with sidewalks. The project site had mature trees within and adjacent to the street right-of-way that required special attention prior to construction. Our team Arborist designed a tree preservation plan that minimized any damage to the trees. This project

also included topographic surveying and construction staking.

The project required review and approvals of City of Missouri City, Fort Bend County Water Control & Improvement District No. 2, CenterPoint Energy, Fort Bend County Engineering and all local utility companies. The project was completed within budget and time schedule and provided positive pedestrian and vehicular access for the area.

IN-HOUSE EXPERIENCE WITH PROJECTS

Quail Valley East Reconstruction

Service Categories: *Roadway Design
Hydraulic Design & Analysis
Surveying & Mapping
Subsurface Utility Engineering*

Client: *Valerie Ruda Marvin
City of Missouri City
1522 Texas Parkway
Missouri City, Texas 77489
(281)261-4317*

Construction Cost: *\$928,000.00*
Construction Date: *March 2012*

The Quail Valley East Reconstruction project consisted of 2,200 linear feet of pavement reconstruction. The existing streets were constructed of concrete pavement that had deteriorated and had exceeded its life span. The project had to be coordinated with the Quail Valley Utility District 8" water line installation as part of the paving project. Traffic control and vehicular access for local residents was addressed and minimized inconvenience to residents during construction. The proposed project provided 28' wide concrete paved streets for the project along with sidewalks. The project site had mature trees within and adjacent to the street right-of-way that required special attention prior to construction. Our team Arborist designed a tree preservation plan that minimized any damage to the trees. This project also included topographic surveying and construction staking.

The project required review and approvals of City of Missouri City, Quail Valley Utility District, CenterPoint Energy, Gulf Coast Water Authority, National Energy Pipeline and all local utility companies.

The project was completed within budget and time schedule and provided positive pedestrian and vehicular access for the area.

Phase I - IV Sanitary Sewer System Improvements

Service Categories: *Project Management
Surveying & Mapping
Subsurface Utility Engineering*

Client: *Mayor Delbert Wendt
City of Needville
Post Office Box 527
Needville, Texas 77461
(979)793-4253*

Construction Cost: *\$695,100.00*
Construction Date: *2009 - 2013*

The City of Needville is located on Highway 36 in Fort Bend County. The objective of the project is to improve the sanitary sewer collection system for the town. The project was funded by the Fort Bend Community Development Block Grant program.

Our scope of work was removing and replacing approximately 26,564 linear feet of undersized and deteriorated clay sanitary sewer lines with P.V.C. pipe, replacement of associated manholes, service connections and clean-outs and replace street and driveway surfaces and base crossed by the lines. Also, prior to and during construction, we performed topographic surveys and construction staking for the City and construction crew.

The construction plans required review and approval from the City of Needville, Fort Bend County, Texas Commission on Environmental Quality and utility companies.

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IN-HOUSE EXPERIENCE WITH PROJECTS

Barrington Place Water Line Replacement

The Barrington Water Line project consisted of designing 27,000 linear feet of replacement water line and associated appurtenances. Water line replacement sizes ranged from 6" to 12". The original water line consisted of asbestos concrete pipe and was replaced with PVC C900 pipe.

The scope of work entailed conducting field topographic surveys, completing detail design plans and specifications, obtaining necessary approval from all governmental agencies, utility companies, and providing engineering input during the bidding process and during construction, and assisting with community outreach.

The project was completed within budget and time schedule and provided positive pedestrian and vehicular access for the area.

Service Categories: *Surveying & Mapping*
Subsurface Utility Engineering

Client: *Greg Nichols*
City of Sugar Land
2700 Town Center Blvd North
Sugar Land, Texas 77479
(281)261-4317

Construction Cost: *\$3,265,000.00*
Construction Date: *November 2013*

Blume Road - Paving, Drainage & Utility Improvements

Service Categories: *Roadway Design*
Hydraulic Design & Analysis
Surveying & Mapping
Subsurface Utility Engineering

Client: *City of Rosenberg*
John Maresh
Post Office Box 32
Rosenberg, Texas 77471
(832) 595-3500

Construction Cost: *\$4,791,000.00*
Construction Date: *March 2013*

The Blume Road project is a paving and drainage reconstruction project for the City of Rosenberg to improve mobility and increase safety for vehicular traffic and pedestrians.

The scope of work for this project consisted of preparing construction plans and documents for approximately 6,200 linear feet of three-lane 7" concrete curb and gutter along Blume Road and conducting field topographic surveys.

The drainage improvements for this project consisted of two separate storm sewer systems. One drainage system drains north from Klauke Road to Seabourne Creek and consisted

of storm sewer pipe ranging in size from 24" reinforced concrete pipe to 48" reinforced concrete pipe.

The second drainage system drains from State Highway Spur No. 529 south to Seabourne Creek and consisted of storm sewer pipe ranging in size from 24" reinforced concrete pipe to 8' x 4' reinforced concrete box to 4 - 10' x 6' reinforced concrete box at Seabourne Creek. Utility relocation improvements consisted of 12" water line and sanitary sewer improvements.

The final product has made a positive impact for the area with minimum inconvenience during construction to residents or businesses in the area.

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IN-HOUSE EXPERIENCE WITH PROJECTS

Golfview Drive Phase I – Paving and Drainage Improvements and Regional Drainage Facilities

Service Categories: *Roadway Design
Hydraulic Design & Analysis
Surveying & Mapping
Subsurface Utility Engineering*

Client: *Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, Texas 77469
(281) 341-8643*

Construction Cost: *\$4,200,000.00*
Construction Date: *July 2014*

The Golfview Drive project consists of removing existing asphalt roadway with open ditch drainage and replaced with 38 foot wide concrete pavement and storm sewer system. The total length of the new pavement area is 3,150 linear feet. The new paved section extends from south of Rabb's Bayou north to Williams Way with two lanes of traffic and a turn lane, connecting several existing residential streets to the new pavement, and transition new pavement to connect to existing pavement. All new striping and signage were designed and constructed for the new paved areas. The existing concrete bridge at Rabb's Bayou had to be widened by an additional 23 feet. Sidewalks and ramps were designed and constructed in accordance with ADA Standards.

The drainage improvements for this project consisted of two separate storm sewer systems. One drainage system drains south 2,654 linear feet from Williams Way to Rabb's Bayou and consisted of storm sewer pipe ranging in size from 8' reinforced concrete pipe to 2-8'x5' reinforced concrete box at Rabb's Bayou. The second drainage system drains north 420 linear feet from the direction of State Highway No. 762 to Rabb's Bayou and consisted of storm sewer from 5'x4' reinforced concrete box to 8'x6' reinforced concrete box at Rabb's Bayou. A regional detention Pond was designed and constructed to reduce the impact of drainage on Rabb's Bayou. Utility relocation improvements consisted of 16" water line, 12" sanitary sewer improvements and 2-4" communication conduits. The Golfview Drive project also required field topographic surveys and construction staking as well as boundary surveys. The Golfview Drive project required review and approval of USACE (Corp of Engineers), City of Richmond, CenterPoint Energy, Fort Bend County Drainage District and all local utility companies.

Some of the challenges for the project were gas and pipeline conflicts and diverting to one-way traffic, phasing construction so that homeowners along Golfview Drive had access to property and public services could still be provided with minimum interruption. The project is under construction and will provide a positive pedestrian and vehicular access for the area.

Farm Market Highway 359 – Water & Sewer Extension

Service Categories: *Project Management
Surveying & Mapping
Subsurface Utility Engineering*

Client: *City of Richmond
Lenert Kurtz
600 Morton Street
Richmond, Texas 77469
(281) 342-0559*

Construction Cost: *\$1,540,000.00*
Construction Date: *August 2013*

The Farm Market Highway 359 project consisted of extending 16" waterline, 12" gravity sanitary sewer and 6" force main along the right-of-way line of Farm Market Highway 359. The total linear feet of water and sewer line is 3,110. The project consisted of a utility bridge crossing a deep channel in which the water and sewer line were placed on. Approximately 25 easement parcels were obtained for the project. We also conducted topographic surveys and boundary surveys to obtain the above mentioned easement parcels. The Farm Market Highway 359 project required review and approval of the City of Richmond, Texas Commission on Environmental Quality, and all local utility companies.

The final product has made a positive impact for the area with minimum inconvenience during construction to residents or businesses in the area.

KALUZA

IN-HOUSE EXPERIENCE WITH PROJECTS

Lamar Drive Phase II – Paving, Drainage, Water and Sanitary Sewer Replacement

The Lamar Drive project consists of removing existing asphalt roadway with open ditch drainage and replaced with 36 foot wide concrete pavement and storm sewer system. The total length of the new pavement area is 3,065 linear feet. The new paved section consisted of connecting to Farm Market Highway No. 1640 (Avenue I) with two lanes of traffic, connecting several existing residential streets to the new pavement, and connection to existing pavement. All new striping and signage was designed and constructed for the new paved areas. A new storm sewer system sized from 24 inch to 6 foot by 5 foot box was constructed for the new paved area and some offsite drainage improvements were required. Sidewalks and ramps were designed and constructed in accordance with ADA Standards.

The Lamar Drive Phase II project also entailed design and constructing a new 12" water line and 15" sanitary sewer along the new pavement route. These new utilities replaced aged and undersized infrastructure along Lamar Drive. This project also required topographic surveying and construction staking.

The Lamar Drive project required review and approval of Texas Department of Transportation, CenterPoint Energy, Fort Bend County Drainage District and all local utility companies. One of the main challenges for the project was phasing construction so that homeowners along Lamar Drive along with the Elementary School had access to property and public services could still be provided with minimum interruption. The project was successfully completed and within the budget.

Lamar Drive Phase III – Paving, Drainage, Water and Sanitary Sewer Replacement

The Lamar Drive Phase III project consisted of filling in the existing 3,650 linear foot outfall ditch with 54 inch reinforced concrete pipe to 10 foot by four foot reinforced concrete box, while leaving a shallow swale on top for surface area drainage. It also involved crossing several residential streets and B.N.S.F. Railroad while dealing with many utility conflicts in its path. It also required topographic surveying and construction staking.

The Lamar Drive Phase III project also entailed removing existing asphalt roadway with open ditch drainage and replacing it with 28 foot wide concrete pavement and a storm sewer system. The total length of the new pavement area is 320 linear feet. The new paved section consisted of connecting Crestwood Drive to Lamar Drive with two lanes of traffic, connecting several existing residential streets to the new pavement, and transitioning the new pavement to connect to existing asphalt pavement. All new striping and signage was designed and constructed for the new paved areas. A new storm sewer system sized from 24 inch to 7 foot by 5 foot box was constructed for the new paved area and some offsite drainage improvements were required. The storm sewer system along Crestwood Drive is a secondary outfall for Lamar Drive that consisted of 1,400 linear feet of storm sewer trunk line that is plugged for future extension. Also, a new 8" water line and 10" sanitary sewer replaced aged and undersized infrastructure along Crestwood Drive.

The Lamar Drive project required review and approval of Texas Department of Transportation, B.N.S.F. Railroad, CenterPoint Energy, Fort Bend County Drainage District and all local utility companies. One of the main challenges for the project was phasing construction so that homeowners along the project had access to property and public services could be provided with minimum interruption. The project was successfully completed and within the budget.

Service Categories: *Roadway Design
Hydraulic Design & Analysis
Project Management
Surveying & Mapping
Subsurface Utility Engineering*

Client: *City of Richmond
Lenert Kurtz
600 Morton Street
Richmond, Texas 77469
(281) 342-0559*

Construction Cost: *\$3,351,000.00*
Construction Date: *March 2011*

Service Categories: *Roadway Design
Hydraulic Design & Analysis
Project Management
Surveying & Mapping
Subsurface Utility Engineering*

Client: *City of Richmond
Lenert Kurtz
600 Morton Street
Richmond, Texas 77469
(281) 342-0559*

Construction Cost: *\$2,003,000.00*
Construction Date: *August 2012*

KALUZA

APPROACH OF THE FIRM FOR SERVICES PROVIDED (4-A)

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

A. Preliminary and Final Design Phase

Prepare preliminary and final design plans and specifications. The expected work tasks are as follows:

- (1) Preliminary Engineering Design Phase
 - Meet with Fort Bend County Staff to gain a clear understanding of the scope of work and any concerns.
 - Define the project area.
 - Meet with affected property owners to introduce the project team and receive input from citizens.
 - Identify right-of-way requirements.
 - Review project alternatives.
 - Establish preliminary design requirements for construction.
 - Prepare preliminary estimate of construction costs for the project.
- (2) Field Surveying
 - Survey the project base line coincidental with, or parallel to, the stationed "Design Center Line." Base line control points will be established and offset in each direction at the proposed right-of-way using 5/8 inch diameter iron rods, 36 inches long, at all PCs, PIs and PTs of horizontal curves.
 - Locate soil core holes (locate station, offset and existing ground elevation). (Separate field visit.)
 - Establish horizontal and vertical control for the project.
 - Locate all existing features and properties related to proposed project sites and alignments.
 - Prepare plan and profile drawings showing existing features and properties.
- (3) Prepare construction plans and technical specifications for the Project.
 - Prepare construction plans including the following sheets:
 - Title/Cover Sheet
 - Overall Project Layout
 - Plan and Profile Showing Utilities and Paving Improvements
 - Construction Details according to Fort Bend County Standards
 - Prepare technical specifications for proposed facilities.
 - Prepare and check prints of plan sheets (11" X 17") and associated design calculations related to the 30%, 60% and final design submittals.
 - 30% complete submissions (Two sets of review prints) includes title sheet, index of sheets, typical sections, plan and profile sheets, preliminary Construction Traffic Control Plan, and preliminary construction cost estimate.
 - 60% complete submission (Two sets of review prints) includes, as a minimum, the Construction Traffic Control Plan, drainage design, paving layout, permanent sign

- and striping layouts, design cross-sections.
- Final submission (Two sets of review prints) include the completed plans, specifications and estimate of Project construction cost.
- Roadway Design Parameters
 - Review proposed horizontal alignment.
 - Check constructability of preliminary design prior to initiating final plan preparation.
 - Refine the horizontal and vertical alignment of roadway, cross roads, streets and driveways based upon the approved design schematic layout.
 - Finalize typical sections for the proposed roadway, cross roads and streets and driveways including all detours.
 - Plan and Profile Sheet - Develop plan and profile sheets at 1" = 20' scale. These sheets shall include, but are not limited to pavement edges, proposed right-of-way, alignment data, existing ground line, proposed profile grade line and existing utilities.
- Drainage Design Parameters

The preliminary hydraulic design of all drainage structures (culverts, storm sewers, channels, etc.) shall be submitted to the County for review. This preliminary submission shall include the overall drainage plan and structure layouts. All hydraulic design shall be in accordance with the County's Design Standards, except where variances are permitted in writing by the County.

 - Review the plans previously prepared for and approved by the County.
 - Prepare storm sewer computation sheets.
 - Prepare storm sewer plan and profile sheets.
 - Prepare storm sewer lateral profiles.
 - Prepare storm water pollution prevention plan. Placement should be specified for each phase of construction.
 - Prepare miscellaneous drainage details as required.
- Subsurface Utilities Design Parameters
 - Determine conflicts with utilities, drainage facilities, and other underground facilities.
 - Clearly utility conflicts and crossings and address separation requirements in accordance with TCEQ standards or other agencies.
 - Verify applicable TCEQ and County Standards are included in the Project design.
 - Finalize transmission alignments considering all Project factors.
 - Confirm constructability of preliminary design prior to initiating final plan preparation.
 - Plan and Profile Sheets - Develop plan and profile sheets at 1" = 20' scale or as required. These sheets shall include, but are not limited to pavement edges, proposed right-of-way, alignment data, existing ground line, proposed profile location of existing utilities, and the proposed transmission line.
 - Prepare technical specifications for the appropriate pipe and appurtenances.
- Miscellaneous

Prepare traffic control plan, detours and sequence of construction. Traffic control plans for this project is based on closing segments of the project site to traffic and developing a detour plan.

 - Sequence of construction and method of handling traffic during each phase of construction.
 - Existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs,

construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.

- Proposed traffic control devices (stop signs, signals, flagperson, etc.) at at-grade intersections during each construction sequence.

(4) Prepare a final estimate of the most probable construction cost for the Project.

(5) Prepare the construction bid package including:

- Notice to Bidders
- Instruction and Information to Bidders
- Bid Proposal
- Standard Form of Agreement
- Bond Forms
- General Conditions
- Special Conditions
- Technical Specifications
- Construction Plans

(6) Provide copies of the Contract Documents to the County.

B. Construction Phase

(1) Assist County in the bidding process.

- Advertisement of Bids.
- Pre-Bid Conference.
- Opening and Tabulating Bids.
- Evaluation of Construction Bids Received.
- Recommendation of Award

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

(3) Make periodic visits to the Project to observe progress and quality of the work being performed.

(4) Consult with the County during construction including:

- Issue all instructions to the Contractor.
- Prepare and issue routine Change Orders to the Contractor.
- Review project submittals.
- Review monthly and final estimate for payment by the County.
- Conduct a final inspection of the project with County and submit recommendations regarding the project status.
- Coordinate and supervise all field testing.

C. Record Drawings

- Provide and maintain a copy of the final project record drawings engineering schematic as constructed.

SERVICES PERFORMED FOR PROJECT MANAGEMENT

Kelly R. Kaluza & Associates, Inc. (KALUZA) performs construction management services for nearly all of our projects. We are responsible for the Management and Quality Assurance of the design and construction of the project. KALUZA experience in construction management services provided consist of the following:

1. **Meeting Facilitator**-Conduct preconstruction meeting attended by all stakeholders and act as liaison in subsequent meetings with their representatives. Arrange and conduct other meetings as may be needed. Prepare detailed minutes of all meetings and distribute copies to all parties.
2. **Contract Scheduling** - Receive, review, evaluate for conformance to the contract requirements and recommend acceptance or rejection of the Contractor's Critical Path Method (CPM) schedule. Utilize all available resources to effect completion of the Contract by the calculated completion date. Provide regular review of the Contractor's activities for conformance to the approved schedule.
3. **Design Review Services** – Review all shop and working drawings and other pertinent submittals provided by the Contractor to support construction services for the various components of the project. Review shop drawings for compliance with approved plans and specifications. Review laboratory test reports and certifications concerning materials required under the Contract. Verify that all materials meet the approved design requirements, unless such requirements are expressly waived by the design Engineer.
4. **Inspections** - Inspect the work of the Contractor on the project as it is being performed until final completion and acceptance of the Project.
5. **Payment**- Review contractor's monthly payment request for accuracy and notify the Owner of any inconsistencies. Recommend amount of monthly progress payments to be made to the Contractor. Keep orderly and separate back-up documentation of all quantities for payment measured in place.
6. **Reports**- Keep accurate and detailed written records of the Project during all stages of construction; submit monthly written progress reports including, but not limited to, information concerning the work of the Contractor and the percentage of completion. Maintain an inspection report of events occurring on the job site or connected with the Project. The information recorded in the inspection report shall include descriptions of work progress, specific problems encountered, corrective actions taken, material deliveries, weather conditions, and other pertinent project information.
7. **Record Drawings** - Maintain a current, marked set of as-built drawings and specifications. Identify known deviations, changes, change orders, as-constructed depths, and other modifications as annotated by the construction contractor.
8. **Final Inspection** - Convene and conduct the final inspection. Prepare the punch list resulting from the final inspection. Send the Engineer and the Contractor a copy of the punch list. Verify that all items on the punch list are completed by the Contractor in accordance with the Contract documents.

IN-HOUSE FAMILIARITY PROJECTS (4-B)

Denotes Service Categories for Projects

- Roadway Design
- Hydraulic Design and Analysis
- Project Management
- Surveying and Mapping
- Subsurface Utility Engineering

Our top three professionals assigned to proposed projects, (Project Engineer, Project Manager and Project Surveyor) have worked together for over 32 years successfully completing numerous projects within Fort Bend County. Along with engineering, we provide project management and surveying for nearly all of our projects. Below is a brief sampling of projects located in Fort Bend County.

	<u>Estimated Construction Cost</u>	<u>Year Completed</u>
Fort Bend County (Purchasing - 281.341.8643)		
West Belfort - Paving & Drainage Improvements from Martinez Street to Farm Market #1464 <i>* detailed project description in Section 3</i>	\$4,294,000	2010
Golfview Drive Phase I – Paving and Drainage Improvements and Regional Drainage Facilities	\$4,200,000	Currently under Construction 1/14
Harlem Road - Paving and Drainage Improvements	Currently in the bidding phase 1/14	
City of Rosenberg (John Maresh - 832.595.3500)		
Water Line Crossing Railroads along Third Street	\$ 103,000	2011
Blume Road - Paving, Drainage & Utility Relocation Improvements <i>* detailed project description in Section 3</i>	\$4,000,000	2013
North Side Sanitary Sewer Improvements, Phase V	\$ 211,000	2011
North Side Sanitary Sewer Improvements, Phase VI	\$ 201,000	2012
North Side Sanitary Sewer Improvements, Phase VII	\$ 255,000	2012
North Side Sanitary Sewer Improvements, Phase VIII	\$ 251,900	2013
SeaTex Offsite Drainage to Brazos River	\$ 325,000	2013

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IN-HOUSE FAMILIARITY PROJECTS (continued)

	<u>Estimated Construction Cost</u>	<u>Year Completed</u>
<u>City of Sugar Land</u> (Greg Nichols - 281.361.4317)		
Distribution System Water Main Rehabilitation for the Barrington Place Subdivision ■ ■	\$3,265,000	2013
<i>* detailed project description in Section 3</i>		
<u>City of Richmond</u> (Lenert Kurtz - 281.342.0559)		
Phase II - Lamar Drive - Paving, Drainage & Utility Relocation ■ ■ ■ ■ ■	\$3,351,000	2011
<i>* detailed project description in Section 3</i>		
Phase I - Sanitary Sewer System Rehabilitation ■ ■ ■	\$ 203,000	2010
Utility Relocations on FM 1640/TxDOT Outfall ■ ■ ■	\$ 69,000	2010
Miscellaneous Water Line Relocation & Improvements ■ ■ ■	\$ 202,000	2011
Phase II - Sanitary Sewer System Improvements ■ ■ ■	\$ 230,000	2012
Phase III - Lamar Drive - Paving, Drainage & Utility Relocation ■ ■ ■ ■ ■	\$2,003,000	2011-2012
<i>* detailed project description in Section 3</i>		
Farm Market No. 359 Water & Sanitary Sewer Extension ■ ■ ■	\$1,570,000	2012
<i>* detailed project description in Section 3</i>		
Phase III - Sanitary Sewer System Improvements ■ ■ ■	\$ 282,000	2012
2 nd Street (Reach 4) Outfall Rehabilitation ■ ■ ■ ■ ■	\$ 483,000	2012
Phase IV - Sanitary Sewer System Improvements ■ ■ ■	\$ 220,000	2013
East Laurel Oaks - Paving, Drainage & Utility Relocation ■ ■ ■ ■ ■	\$1,041,000	2014

IN-HOUSE FAMILIARITY PROJECTS (continued)

	<u>Estimated Construction Cost</u>	<u>Year Completed</u>
City of Missouri City (Valerie Ruda Martin - 281.261.4317)		
Pamela & Patricia Lane Reconstruction ■ ■ ■ ■ <i>* detailed project description in Section 3</i>	\$1,113,000	2009
Quail Valley East Drive Reconstruction ■ ■ ■ ■ <i>* detailed project description in Section 3</i>	\$ 928,000	2012
Turtle Creek Drive Reconstruction ■ ■ ■ ■	\$2,100,000	2014
City of Arcola (Mayor Evelyn Jones - 281.431.0606)		
Sanitary Sewer Improvements ■ ■ ■	\$ 175,000	2011
FM 521 & Compton Water Line Distribution System ■ ■ ■	\$ 280,000	2012
FM 521 & Macnicoll Water Line Distribution System ■ ■ ■	\$ 230,000	2013
City of Needville (Mayor Delbert Wendt - 979.793.4253)		
Phase I - Sanitary Sewer Improvements ■ ■ ■	\$ 190,000	2010
Phase II - Sanitary Sewer Improvements ■ ■ ■	\$ 120,000	2011
Phase III - Sanitary Sewer Improvements ■ ■ ■	\$ 204,100	2011
Phase IV Sanitary Sewer Improvements ■ ■ ■ <i>* detailed project description in Section 3</i>	\$ 181,000	2012
Water Line Distribution System Improvements ■ ■ ■	\$ 204,000	2013
Water Well & Water Plant on the City Barn Site ■ ■ ■	\$1,200,000	2013-2014

KALUZA

TEAMING FIRMS (5)

Kelly R. Kaluza & Associates, Inc. (KALUZA) is usually the prime on our projects, but we do team with other consultants that have expertise in a particular field. We have teamed with top consultants such as:

Traffic Engineers (Traffic Engineering)
M2L (Landscape Architect/Arborist)
AIA Engineers (Structural Engineers)
Civil Systems Engineering (Hydrology Studies)
Aviles Engineering (Geotechnical Services)
Terracon (Geotechnical Services)
Bio-West, Inc. (Environmental)

Golfview Street Reconstruction - This project consisted of 3700 linear feet of paving, drainage, water and sanitary sewer. The paving portion of the project included constructing a bridge across Rabbs Bayou. For this portion of the work we teamed with AIA Engineers for structural components for the bridge and Bio-West, Inc. for environmental permits. The bridge required a hydrology study for the drainage improvements planned for Rabbs Bayou. Civil Systems Engineering prepared the hydrology studies required for the project. The project also required major traffic planning. We selected Traffic Engineers to provide all services relating to preparation of traffic control plans and pavement markings.

Fort Bend ISD Elementary School #46 - Elementary School 46 is a new school located on a 10 acre site on Abermore Lane. This school site is designed to provide education space for approximately 800 students. The project receives all utilities from Fort Bend County MUD #134. KALUZA provided all civil engineering services. Auto Arch was the architect for the construction of this 95,000 square foot facility. Mechanical, electrical and plumbing design was provided by DBR Engineering Consultants. Landscape design services were provided by GreenScape Associates.

EXHIBIT A

CATEGORIES OF IN-HOUSE PROFESSIONAL CAPABILITIES

NAME: Kelly R. Kaluza & Associates, Inc.

In-House Experience	Service Category
	Environmental Studies
X	Roadway Design
	Bridge Design
	Traffic Engineering, Operations Studies and Design
	Traffic Signals
	Hydrologic Analysis
X	Hydraulic Design and Analysis
X	Project Management
	Materials Inspection and Testing
	Geotechnical Engineering Services
X	Surveying and Mapping
X	Subsurface Utility Engineering

Place an "X" in the box to the left of Service Categories for which your firm has in-house capabilities with experience of current full-time personnel. Specific experience related to the identified Service Categories shall be included in the submittal as required in Section D of the Request for Statements of Qualifications.

Vendor (Respondent) Information

Kelly R. Kaluza & Associates, Inc.

Legal Name of Contracting Company

74 - 2176762

Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-341-0808

Telephone Number

281-341-6333

Facsimile Number

3014 Avenue I

Complete Mailing Address (for Correspondence)

Rosenberg, Texas 77471

City, State and Zip Code

N/A

Complete Remittance Address (if different from above)

N/A

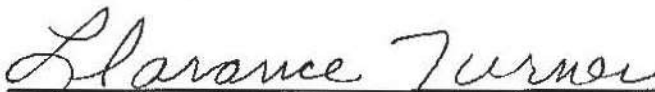
City, State and Zip Code

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

Authorized Representative and Title (printed)

lturner@kellykaluza.com

Authorized Representative's Email Address



Signature of Authorized Representative



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #	74-2176762	Dun and Bradstreet #	051042562
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization		
Legal Company Name	Kelly R. Kaluza & Associates, Inc.	Year Business was Established	1981
Remittance Address	3014 Avenue I		
City/State/Zip	Rosenberg, Texas 77471		
Physical Address	same as above		
City/State/Zip			
County	<input checked="" type="checkbox"/> Fort Bend County Other: _____		
Phone/Fax Number	Phone: 281-341-0808	Fax: 281-341-6333	
Contact Person	Llarance L. Turner, R.P.L.S.		
E-mail	lturner@kellykaluza.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____		
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input checked="" type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000		
NAICs codes (Please enter all that apply).	541330 & 541370		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) _____

Business name, if different from above
Kelly R. Kaluza & Associates, Inc.

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
3014 Avenue I

City, state, and ZIP code
Rosenberg, Texas 77471

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	_____
or	_____
Employer identification number	74 : 2176762

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

Starance Turner

Date ▶

12/27/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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:
2023-1022045

Date Filed:
05/17/2023

Date Acknowledged:
05/23/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kaluza, Inc.
Rosenberg, 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.
13647
23-parks-100792

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Turner, Llarance	Rosenberg, TX United States	X	

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)