

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."

W I T N E S S E T H

WHEREAS, County desires that Consultant provide professional engineering and surveying services for Fort Bend County Jones Creek Ranch Park (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 two hundred sixty-four thousand six hundred and 0/100 dollars (\$264,600.00) 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 two hundred sixty-four thousand six hundred and 0/100 dollars (\$264,600.00) 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 two hundred sixty-four thousand six hundred and 0/100 dollars (\$264,600.00).

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 six (6) calendar months thereafter. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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.

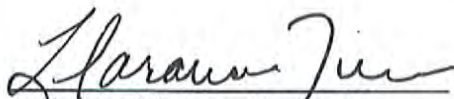
FORT BEND COUNTY

KALUZA, INC.



County Judge KP George

KP George, County Judge



Authorized Agent – Signature

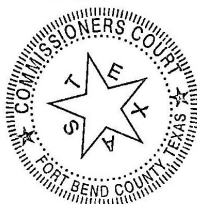
June 27, 2023

Date

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

Authorized Agent – Printed Name

ATTEST:





Laura Richard, County Clerk

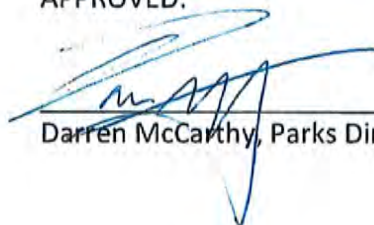
President

Title

June 7, 2023

Date

APPROVED:



Darren McCarthy, Parks Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 264,600.00 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 24, 2023

i:\agreements\2023 agreements\purchasing\parks\kaluza, inc. (23-parks-100823)\agreement - pro eng svcs.kaluza.jcrp (06.06.2023 - kcj)

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 24, 2023

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

**RE: Civil Engineering and Topographic Survey for Fort Bend County – Jones Creek Ranch Park
111.6 Acres along Farm Market Road 359, being in the John Foster ½ League, Abstract No.
26, 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 and surveying services to complete the following work on the Jones Creek Ranch Park Project:

Scope of Work:

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

I. Preliminary Engineering Design Phase Services

- (1) Preliminary engineering design phase. The expected work tasks are as follows:
 - Establish a typical roadway cross section.
 - Determine potential conflicts with existing facilities and utilities.
 - Identify critical path items.
 - Identify problem areas and potential resolutions.
 - Prepare a construction cost estimate.
 - Prepare a preliminary layout of improvements.
 - Prepare 30% plans.
- (2) 30% plan sets will be prepared, consisting of all existing features (seen and unseen) shown in plan view, and proposed improvements in plan only with minor annotation. 30% of plans will be submitted electronically.

- (3) Assist and support the COUNTY in Stakeholders' meeting and meet with the County Staff and any other Consultants to gather input on the Project.

**I. Fee for Preliminary
Engineering Design Services = \$ 34,800.00**

II. Final Engineering Design Phase Services

The expected work tasks are as follows: Prepare interim submittals of 70% and 95% completion, and include drawings, a specification table of contents, and a construction cost estimate. Applicable design criteria include, in order of priority, (1) Fort Bend County Drainage Criteria Manual, (2) Fort Bend County's latest standards, and (3) Applicable Texas Department of Transportation design criteria (all County-maintained traffic signals, other items as applicable).

- (1) 70% Submittal: The 70% submittal shall include the following:
- Cover sheet (Fort Bend County name and seal, project name with limits, vicinity and location maps, names of County Judge and Commissioners, signature line for County Engineer, ENGINEER firm name and registration number)
 - Typical cross sections
 - Overall project layout
 - Plan View sheets (varying scale; all existing and proposed facilities correctly shown in plan view)
 - Storm Water Pollution Prevention Plan
 - Specification table of contents
 - Bid form with estimated unit and total costs.
- Electronic copies of the 70% submittal will be submitted for review and respond to comments using Bluebeam.
- (2) 95% Submittal: The 95% submittal will be considered bid ready but not sealed, and will include all the 70% requirements plus the following:
- General notes sheet
 - 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

Electronic copies of the 95% submittal will be submitted for County review.

Final design efforts will be considered complete once all comments from Fort Bend County, or any affected public agency, have been completely addressed. Any comments made before the Bid Phase will have to be addressed.

All final design efforts will be paid in a single lump-sum fee, to be billed monthly on a percent complete basis.

**II. Fee for Final
Engineering Design Services = \$ 168,300.00**

III. Bidding and Construction Phase Services

- (1) Bidding Phase Services will include:
- Upon completion of final design services, the COUNTY will determine an advertisement and bid opening schedule. All administrative project manual documents (cover page, Notice to Bidders, etc.) will be prepared by the COUNTY and provided to the ENGINEER in Adobe Acrobat (pdf) format. The ENGINEER will prepare a single project manual file in Adobe Acrobat format, consisting of:
 - Administrative documents
 - The bid form in excel format (prepared by ENGINEER)
 - A sealed specification table of contents
 - Applicable specifications and documents
 - Prepare an electronic project manual file and one drawing file to be delivered to the County Purchasing Agent for advertising.
 - Attend a pre-bid meeting at the County Purchasing Office.
 - ENGINEER will prepare a bid tabulation and provide a copy to the COUNTY.
- (2) 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 on a time-and-materials basis.

**III. Fee for Bidding and
Construction Phase Services = \$ 29,100.00**

IV. Surveying Services:

- (1) Jones Creek Park - Topographic Surveying Services
- Research subdivision plats, rights-of-way, easements, and other available survey elements, which may affect the physical boundaries of the Project. Research Fort Bend County Official Records for current deeds and plats for properties affected by the Project.
 - Tie elevations to mean sea level datum and establish temporary benchmark.
 - Location of existing elevations and cross-section of existing drainage swales and roadway adjoining project area
 - Location and detail on visible public and private utilities in project area
 - Show approximate location of underground utilities from available record drawings from the city.
 - Preparation of plat showing information
 - Establish GPS/project control points.

IV. Fee for Surveying Services = \$ 32,400.00

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 (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.

Schedule

Preparation of the plans and specifications for the project is anticipated to take four (4) months.

Bid and contract phase activities are estimated to take two (2) months, once approval to proceed with bid advertisement is received.

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 for as outlined below.

I.	Preliminary Engineering Design Phase Services -	\$ 34,800.00
II.	Final Engineering Design Phase Services -	\$ 168,300.00
III.	Bidding and Construction Phase Services -	\$ 29,100.00
IV.	Surveying Services -	<u>\$ 32,400.00</u>

Total Engineering and Surveying Fees = \$ 264,600.00

Work can commence within ten (10) days after receipt of a signed proposal. 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 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 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

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

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

Certificate Number:
2023-1031237

Date Filed:
06/07/2023

Date Acknowledged:
06/27/2023

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-100823

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)