

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
KENDLETON 2016 SANITARY SEWER REHABILITATION PROJECT**

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 HDR Engineering, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services for the County's Kendleton 2016 Sanitary Sewer Rehabilitation Project to decrease Infiltration and Inflow into the city's sanitary sewer system (hereinafter "Services") pursuant to SOQ 16-102; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Proposal for Engineering Services dated December 12, 2016 (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Contractor 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 Contractor 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 Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor 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 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is forty-seven thousand six hundred ten dollars and 00/100 (\$47,610.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor 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 Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the Community Development Director, one (1) electronic (pdf) copy and/or one (1) original hard copy of 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 Contractor 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 forty-seven thousand six hundred ten dollars and 00/100 (\$47,610.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed forty-seven thousand six hundred ten dollars and 00/100 (\$47,610.00).

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 June 30, 2017. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor'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 Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, ("Work Product") 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. Contractor shall promptly furnish all such data and material to County on request. Nothing in this paragraph shall constitute or be construed to be any representation by the Contractor that the Work Product is suitable in any way for any other project except the one detailed in this Agreement. The County shall not use or revise the Work Project for another project location of sell or give the Work Product to any other party for their use without the written consent of, and reasonable compensation to the Contractor. Any reuse by the County, beyond the scope of use contemplated under this Agreement, shall be at the County's sole risk and without liability or legal exposure to Contractor. The extent of the County's ownership of the Work Product is limited by the confines of the Project. The Contractor does not convey, assign or transfer the intellectual property rights it has in the Work Product or in the processes that were developed to create the Work Product so as to limit Contractor's ability or right to develop, design or work on other projects of or for its other clients.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor 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, Contractor 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. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor 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. Contractor 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. 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.

10.1.2 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.

10.1.3 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.

10.1.4 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 Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor 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 DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor 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

Contractor 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 Contractor 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 Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor'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 Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor 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. Contractor 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, Contractor shall advise County immediately in the event Contractor 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 Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor 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, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

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

12.5 Contractor 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 Contractor

13.1 In the performance of work or services hereunder, Contractor 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 Contractor 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 Community Development
Attn: 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

Contractor: HDR Engineering, Inc.
Attn: David C. Weston, Department Manager
4828 Loop Central Drive, Suite 800
Houston, Texas 77081-2220

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

Contractor 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, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Standard of Care

16.1 Contractor shall perform the Services under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances.

16.2 Contractor warrants to County that the Services will conform to all requirements contained in this Agreement.

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 Contractor 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 Contractor 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.

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

FORT BEND COUNTY

HDR ENGINEERING, INC

Robert E. Hebert, County Judge

David C. Weston, Department Manager

Date

Date 12/20/2016

ATTEST:

Laura Richard, County Clerk

APPROVED:

Marilynn Kindell, Director, Community Development

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

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EXHIBIT A



December 12, 2016

Karen Bringol
Project Coordinator
Fort Bend County Community Development Department
301 Jackson, Suite. 602
Rosenberg, Texas 77469

Re: Proposal for Engineering Services for
Fort Bend County Community Development Department's
"Kendleton 2016 Sanitary Sewer Rehabilitation Project"

Dear Mrs. Bringol,

HDR is pleased to submit this proposal for performing engineering services for Fort Bend County's Kendleton 2016 Sanitary Sewer Rehabilitation Project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience this proposal consists of General Overview, Scope of Services, Additional Services, Fee Summary, and Terms and Conditions.

GENERAL OVERVIEW

The City of Kendleton and Fort Bend County (County) Development Department have obtained funds through a Community Development Block Grant (CDBG) in order to decrease Infiltration and Inflow (I/I) into the City's sanitary sewer system. This project focuses on the HB Collins subdivision ("project limits"). During the 2006 evaluation, it was been observed that leaks have occurred through sewer main cross connections, leaking at the manholes, and leaks on the service laterals. The City has performed main line rehabilitation and manhole rehabilitation to correct many of the identified defects. This project includes reviewing prior evaluations performed by HDR and provided smoke testing and CCTV surveys for the HB Collins subdivision (approximately 2,700 linear feet).

Upon completion of smoke testing and television, HDR will be providing a letter report of the proposed improvements and then proceed to provide construction documents. Based on previous information, the sanitary sewer in this subdivision is PVC pipe. Therefore, it is possible that the estimated construction cost will be under \$50,000. If the project is under the \$50,000 threshold, the project will not require the typical public bid procurement, but will require solicitation of three (3) bids for the work. The typical public bid procurement will be used in the event the estimated construction is over \$50,000.

The construction budget available for the rehabilitation of sanitary sewer lines and associated work is approximately \$180,000.

The construction phase services segment of this proposal includes normal construction administrative services, weekly site visits, and review and evaluation of pre and post construction television inspection videos during the construction phase.

SCOPE OF SERVICES

I. PRELIMINARY ENGINEERING PHASE

A. Basic Services - Preliminary Engineering Phase

- Obtain utility information on sanitary sewer lines in the project limits.
- Coordinate with public and private utility companies. Research and gather existing data on the project area such as existing utility information, pipeline crossings, and drawings on the existing utilities.
- Obtain available record drawings on sanitary sewer lines in the project limits from the City and County.
- Coordinate with other governmental entities, which may be impacted by the project.
- Perform field reconnaissance of the sanitary sewer line location areas to obtain information on surface features and any other information that would impact construction cost and methodology of rehabilitation.
- Review and evaluate television inspection data in the HB Collins subdivision.
- Obtain and examine available maintenance data on sanitary sewer lines designated for rehabilitation.
- Assess the condition of the sanitary sewer lines and recommend a method of construction/rehabilitation. The methodology of rehabilitation will be based on an examination of the data collected from the site reconnaissance survey, examination of project area, review of television inspection videos and review of maintenance data from the County Community Development Department and the City of Kendleton.
- Perform manhole inspections on accessible manholes along the lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes.
- Review and evaluate available manhole inspection data and recommend suitable rehabilitation methods if any.

- Prepare a Preliminary Engineering Phase letter report which will include:
 - Synopsis of the Preliminary Engineering Efforts
 - Summary of smoke testing and television inspection results
 - Recommendation of improvement
 - Estimate of probable construction costs
- Provide one (1) copy of the draft letter report to both the County Community Development Department and City of Kendleton for comments.
- Provide two (2) final copies of the letter report to the Fort Bend County Community Development Department and one (1) final copy to the City of Kendleton.

B. Special Services - Preliminary Engineering Phase

Special services are those services that are beyond the basic services provided for in the scope portion of this proposal. The anticipated special services include:

1. Television Inspection

- HDR will utilize a television inspection subcontractor firm for performing the television work.
- Clean and televise approximately 2,700 L.F. of 8-inch sanitary sewer line.

2. Smoke Testing

- HDR will utilize a television inspection subcontractor firm for performing the smoke testing work.
- The smoke testing shall consist of blowing smoke, using dual axial blowers, into the collection system and then documenting the location and size of smoke leaking above ground.
- A designation of leaks will be made as to the magnitude of the leak and if they are occurring on private property or on public right-of-way. A measurement of each leak will be made in such a manner so that the location of the leak can be reestablished at a later date, if needed.
- Door hanger notification will be provided in advance of the smoke testing process.
- At the conclusion of the field investigation services, an engineering analysis of field data shall be performed and documented. This information will be included the letter report.

II. FINAL ENGINEERING PHASE

A. Basic Services - Final Engineering Phase

- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements. Drawings will consist of plan view only, which is typical for trenchless construction projects. Drawings will include information provided by the public and private utility companies.
- Coordinate with the Fort Bend County Community Development Department and City of Kendleton during the design phase.
- Provide a set of draft plans and specifications for Fort Bend County and the City of Kendleton's review and comments.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Prepare final estimate of probable construction costs for the project.
- Furnish three sets of construction documents, along with one electronic copy, to the Fort Bend County Community Development Department.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Bidding Phase

- Assist the County in obtaining bids for the project. The Fort Bend County Community Development Department will advertise the project and will absorb all related advertising costs. HDR will coordinate with the Fort Bend County Community Development Department and will assist in developing the advertisement document.
- During the bidding process, provide information to and answer questions from potential bidders concerning the construction documents and prepare addenda, as necessary.
- Conduct a pre-bid conference for potential bidders.
- In the event the estimated construction cost is under \$50,000, HDR will contact three contractors to solicit bids for the work.
- Evaluate the bids and the qualifications of the apparent low bidders. HDR will coordinate with the Fort Bend County Community Development Department and

prepare the contracts for execution including review of bonds and insurance and obtaining signatures from the contractor.

- Prepare a letter of recommendation for award of construction.

B. Basic Services – Construction Phase

- Conduct a pre-construction conference for the project.
- Assist the County's with the contract administration during the construction duration.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Review pre and post construction inspection data.
- Prepare change orders necessitated by field conditions, if requested by the Fort Bend County Community Development Department.
- Make monthly visits to the site to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Full time site representation is not included as part of the Construction Phase Services.
- Prepare a written inspection report of site visits to show progress of work for the Fort Bend County Community Development Department.
- HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for Fort Bend County and the City of Kendleton that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations HDR shall keep the County informed of the progress of the work, shall endeavor to guard the County against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Assist the Fort Bend County Community Development Department in conducting a final inspection of the project.
- HDR will coordinate with the Fort Bend County Community Development Department and prepare contract closeout documents.

- Provide two copies of record plans based on Contractor's as-built mark-ups.

ADDITIONAL SERVICES

- "Additional Services" shall only be performed when directed by the Fort Bend County Community Development Department to HDR. These services are not considered normal or customary engineering services.
- Services resulting from significant changes in the extent of the Project or its design including but not limited to changes in size, complexity, the County's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
- Preparing documents for alternate bids outside of the original scope requested by the County or documents for out of sequence work.
- Preparing to serve or serving as a consultant or witness for the County in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the construction contract time, (4) acceleration of the progress schedule involving services beyond normal working hours and (5) default of contractor
- HDR will endeavor to apprise the County of any potential additional or extended services which may result from the above listed five items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the County.

FEE SUMMARY

Preliminary Engineering Design (lump sum):	\$6,700
*Television Inspection (cost plus 10%):	\$10,360
*Smoke Testing (cost plus 10%):	\$6,450
Final Engineering Design (lump sum):	\$12,400
Bidding Phase (lump sum):	\$4,100
Construction Administration (lump sum):	\$7,600
Total:	\$47,610

*At this time the magnitude of these tasks are not known. Therefore a budgetary amount is provided. The figure may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run or by contract amendment.

TERMS AND CONDITIONS

~~THE TERMS AND CONDITIONS ARE INCLUDED AS ATTACHMENT A WHICH IS PART OF THE AGREEMENT.~~

HDR ENGINEERING, INC.

2/2/2018

Joe D. Maldonado

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

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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.

HDR Engineering, Inc.
Houston, TX United States

Certificate Number:
2016-146300

Date Filed:
12/14/2016

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

Date Acknowledged:

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.

SOQ 16-102
Professional Engineering services for Kendleton Sanitary Sewer Rehabilitation Project

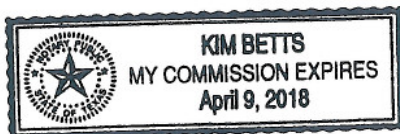
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Little, George A.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O' Reilly, Charles L.	Boston, MA United States	X	
	HDR, Inc.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said DAVID WESTON, this 21ST day of DECEMBER, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

KIMI BETTS
Printed name of officer administering oath

NOTARY
Title of officer administering oath