

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
 AGREEMENT FOR ENGINEERING SERVICES
 PURSUANT TO SOQ 15-088**

This FIRST AMENDMENT of the AGREEMENT FOR ENGINEERING SERVICES PURSUANT TO SOQ 15-088 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 Sengineering, LLC. (Se) (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about November 10, 2015, the Parties entered into AGREEMENT FOR ENGINEERING SERVICES PURSUANT TO SOQ 15-088 attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

Section Five, is amended as follows:

Contractor shall complete the tasks described in the Scope of Services no later than July 30, 2016, unless otherwise extended in by the County as provided in the **Modifications and Waivers** Section of this Agreement.

- II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

Remainder left blank

Execution page follows

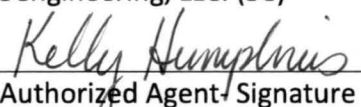
III. Execution

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT is effective upon execution of all parties.

FORT BEND COUNTY


Robert E. Hebert, County Judge

Sengineering, LLC. (5e)


Authorized Agent- Signature

KELLY HUMPHRIES
Authorized Agent- Printed Name

ATTEST:


Laura Richard, County Clerk



PRINCIPAL
Title

7/8/2016
Date

APPROVED:


Marilynn Kindell
FBC Community Development Director

Attachments:

EXHIBIT ONE: AGREEMENT FOR ENGINEERING SERVICES PURSUANT TO SOQ 15-088

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 13,720.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

EXHIBIT ONE:

**AGREEMENT FOR ENGINEERING SERVICES
PURSUANT TO SOQ 15-088**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR ENGINEERING SERVICES
PURSUANT TO SOQ 15-088**

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 Sengineering, LLC. (5e) (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services related to certain modifications at a county sanitary sewer lift station (hereinafter "Services") pursuant to SOQ 15-088 (attached as Exhibit A); 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 in accordance with the specifications of SOQ 15-088 and as presented in Exhibit B to this Agreement.

Section 2. Personnel

- A. 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.
- B. 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

- A. The Maximum Compensation for the performance of Services within the Scope of Services is **\$13,720.00**. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. 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.
- C. 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 two (2) original copies of invoices 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

- A. 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 **\$13,720.00**. specifically allocated to fully discharge any and all liabilities County may incur.
- B. 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 **\$13,720.00**.

Section 5. Time of Performance

Contractor shall complete the tasks described in the Scope of Services no later than April 30, 2016, unless otherwise extended in by the County as provided in the **Modifications and Waivers** Section of this Agreement.

Section 6. Modifications and Waivers

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

- C. 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

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- B. Termination for Default
1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. 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;
 - b. 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.
 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 7A above.
- C. 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.
- D. 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, 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.

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

- A. 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 from such companies having Bests 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:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 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.
 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.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each

occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- B. 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 written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. 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 the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

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

- A. 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.

- B. 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.
- C. 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.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. 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.
- B. 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

- A. 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).
- B. 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
Attn: Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, Texas 77469

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

Contractor: Sengineering, LLC (Se)
 3535 Briarpark Dr. #210
 Houston, TX 77042

C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

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.
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. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

Section 17. Assignment and Delegation

- A. 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.

- B. Neither party may delegate any performance under this Agreement.
- C. 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.

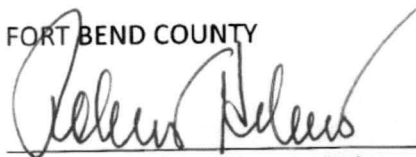
Section 24. Conflict

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Engineering Services Pursuant to SOQ 15-088*, second: *Exhibit*

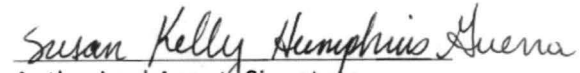
A, SOQ 15-088 and third: Exhibit B, Proposal Sengineering, LLC (5e) with regard to the conflict.

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 10 day of November, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

Sengineering, LLC. (5e)


Authorized Agent- Signature

ATTEST:


Laura Richard, County Clerk



SUSAN KELLY HUMPHRIES GUERRA
Authorized Agent- Printed Name

PRINCIPAL
Title

11/3/2015
Date

APPROVED:

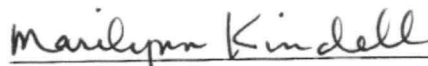
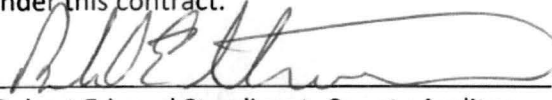

Marilynn Kindell
FBC Community Development Director

Exhibit A: SOQ 15-088
Exhibit B: Proposal Sengineering, LLC (5e)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 13,720⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

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Exhibit A:
SOQ 15-088

Fort Bend County Specification Download Acknowledgment



***Statement of Qualifications
Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3
in City of Kendleton
for Fort Bend County Community Development
SOQ 15-088***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

**Fort Bend County, Texas
Statement of Qualifications**



**Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3
in City of Kendleton
for Fort Bend County Community Development
SOQ 15-088**

SUBMIT SOQs TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, August 13, 2015
1:30 PM (Central)

MARK ENVELOPE:

SOQ 15-088
Engineer for Lift Station

*ALL SUBMITTALS MUST BE RECEIVED IN COUNTY PURCHASING
OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
SUBMITTALS RECEIVED WILL THEN BE OPENED AND NAMES
PUBLICLY READ. SUBMITTALS RECEIVED AFTER THE SPECIFIED
TIME WILL BE RETURNED UNOPENED.*

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this document.
Requests for information must be in writing
and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

Prepared: 07/19/15
Issued: 07/29/15

Respondent Information

Legal Name of Contracting Company

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

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 Scope of Work:

Fort Bend County is requesting Statements of Qualifications (SOQ) from professional engineering consulting firms to review existing plans and design any required modifications to the Lum Road sanitary sewer lift station located at 419 Lum Rd., Kendleton, TX. Project is to improve the overall function of the wastewater treatment system. Historically during severe rain events the Lum Road lift station becomes overloaded and cannot handle the flows coming to the lift station. The engineering firm herein referred to as "Respondent".

2.0 General:

- 2.1 The selected party will be requested to submit a proposal for an engineering contract under the provisions of the §2254 of the Texas Government Code.
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.3 Submittals and any other Respondent information in response to this SOQ shall become the property of Fort Bend County.
- 2.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Fort Bend County makes no guarantee that an award will be made as a result of this SOQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this SOQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this SOQ.

3.0 Insurance:

- 3.1 All respondents must submit, with SOQ, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with SOQ, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if

successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

3.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:

3.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

3.2.2 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.

3.2.3 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.

3.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

3.2.5 Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

3.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

3.4 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 the work under this Contract is completed.

3.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

3.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

- 3.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

4.0 Indemnification:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 4.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 4.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 4.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 4.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 4.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 4.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 4.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

5.0 Project Location:

The City of Kendleton is located in the far west portion of Fort Bend County, on Highway 59, approximately fifteen (15) miles south of Rosenberg, Texas. The lift station is located at 419 Lum Road in Kendleton.

6.0 Format of Response, Qualifications, and Evaluation Factors:

- 6.1 To facilitate evaluation of submittals, one (1) original, four (4) paper copies and one (1) electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive will result in disqualification.
- 6.2 Statement of Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 25 pages**). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either "portrait" or "landscape" format with binding on either long or short side. The title page, letter of transmittal, table of contents, tabs, executive summary, or resumes are not included in the 25 page maximum page count.
- 6.3 Respondents are required to follow the outline below when preparing their submission:
- | Tab | Title |
|-----|---|
| | Title Page |
| | Letter of Transmittal |
| | Table of Contents |
| | Executive Summary |
| 1 | Understand Scope of Work |
| 2 | Firm's Experience |
| 3 | Staff Experience |
| 4 | Financial Stability |
| 5 | Required forms (insurance, vendor forms, W9, debt form) |
- 6.4 Executive Summary - This part of the response to the SOQ should be limited to a brief narrative highlighting the Respondent's submission. Note that the executive summary should identify the primary contacts for the Respondent.
- 6.5 Respondents will be evaluated utilizing the factors, as weighted below:

Understanding Scope of Work (weight factor = 40%)

Tab 1

- Understanding of Scope of Work: Parties demonstrate their ability to meet the required scope of work. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Firm's Experience (weight factor = 25%)

Tab 2

- Firm Experience with Similar Projects: Such experience must be in the form of providing engineer design services for municipal/county government. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, completion date, the client, and a contact person and phone number.

Staff Experience (weight factor = 20%)

Tab 3

- List the proposed project team, showing all staff and their roles in the contract.
- Include an organizational chart of the proposed team, showing the names and roles of all key personnel and the contractor they are associated with (if applicable).
- Provide resumes of staff members assigned to specific areas of experience and relevant staff experience.
-

Financial Stability (weight factor = 10%)

Tab 4

- Complete and accurate responses to the following questions:
 - a. Has your Company ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?

- c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.

Overall Completeness of Proposal (weight factor = 5%)

Tab 5

- Required proof of insurance and completed forms

7.0 Questions:

Questions about this Statement of Qualification Package should be directed in writing to Debbie Kaminski, CPPB, Assistant County Purchasing Agent at Debbie.Kaminski@fortbendcountytexas.gov. **Questions will be accepted until 10:00 AM, Thursday, August 6, 2015.**

8.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 8.1 Vendor Form
- 8.2 W9 Form
- 8.3 Tax Form/Debt/Residence Certification

9.0 EXHIBITS:

Required forms from Fort Bend County Community Development:

Exhibit I – Certification for Contracts, Grants, Loans and Cooperative Agreements

Exhibit II – Contractor's Local Opportunity Plan – Section 3

Exhibit III – Section 504 Certification



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 #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> Fort Bend County <input type="checkbox"/> Other: _____	
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
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 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).		

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

EXHIBIT I

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ date of _____, 2015.

By _____
(signature)

(typed or printed name)

(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

Exhibit II

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of _____.

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Title

Date

24 CFR part 135

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 504 CERTIFICATION

Exhibit III

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

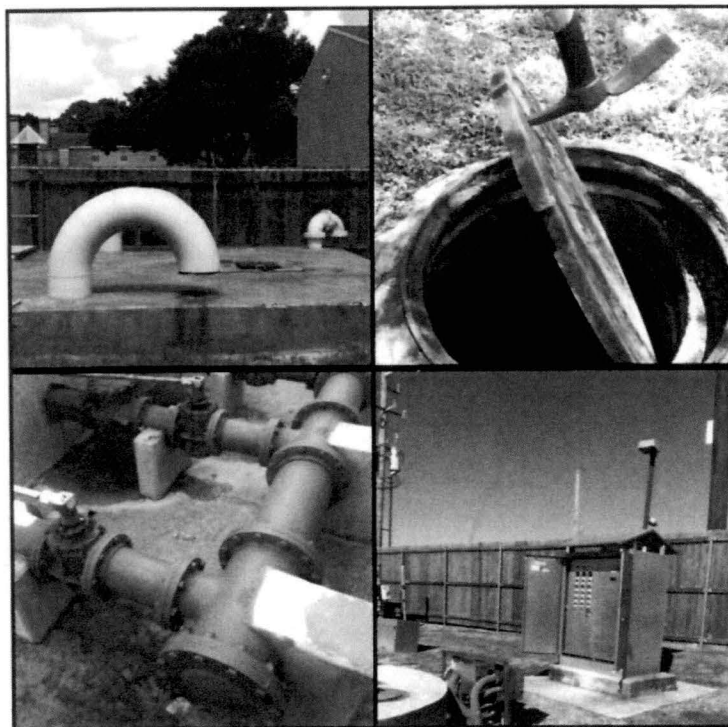
has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

Exhibit B:
Proposal 5engineering, LLC (5e)



STATEMENT OF QUALIFICATIONS

Review and Update Existing Plans for Lum Road Lift Station #3
in City of Kendleton
SOQ 15-088
August 13, 2015



HYDROLOGY · HYDRAULICS · WATER · WASTEWATER · SITE DESIGN · ASSET MANAGEMENT



3535 Briarpark Dr. #210, Houston TX 77042 | 832-800-3483 | SOQ15-088.docx

August 13, 2015

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Re: Statement of Qualifications – SOQ15-088 Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3

On behalf of 5engineering, LLC (5e), we are pleased to submit this statement of qualifications to be considered for *SOQ15-088 Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3*. We are excited about the opportunity to work with Fort Bend County on the lift station updates.

5e is qualified and well versed in all aspects of wastewater collection system infrastructure and the sanitary sewer rehabilitation process. Our team of professionals has project design experience both in evaluating, recommending, and designing rehabilitation projects.

We understand that project leadership is key to project success. We have identified Ms. Jennie Almerico to lead the proposed project team. Ms. Almerico's experience includes planning, design, and rehabilitation of wastewater facility infrastructure improvements. She has particular experience coordinating with CIP teams to provide successful wastewater projects.

We have a staff of experts with combined project experience which demonstrates that the 5e team will make an excellent choice, if selected.

Sincerely,

Handwritten signature of Kelly Humphries Guerra in cursive script.

Kelly Humphries Guerra, P.E.
Principal

Handwritten signature of Jennifer T. Almerico in cursive script.

Jennifer T. Almerico, P.E.
Vice President of Water and Wastewater Services

Table of Contents

A. Transmittal Letter	Attached
B. Executive Summary	1
C. Understanding Scope of Work	2
D. Firm's Experience.....	5
E. Staff Experience.....	7
F. Financial Stability	8
F. Required Forms	9

Executive Summary

5engineering, llc (5e) is a full service Civil Engineering firm, with expertise in infrastructure design, including roadway, waterline, water and wastewater facilities, drainage and industrial and commercial site development. 5e has extensive experience in municipal operations, including capital improvement plans, operating budgets, and asset management. The project team has extensive experience in the preparation of complete design bid packages for sanitary sewer lift station rehabilitations. We will work with Fort Bend County and the City of Kendleton to confirm that the initial base project scope and assessment is appropriate. We will complete a Preliminary Engineering Report to determine the necessary rehabilitation of the lift station to address deficiencies. The recommendations will be presented to the County's Technical Review Committee (TRC). After the TRC evaluation and approval, we will provide final design and construction phase services. **Ms. Jennie Almerico, P.E.** is the primary contact for 5e.

Understanding Scope of Work

The City of Kendleton's Lum Road Lift Station #3 is experiencing high flow levels during severe rain events. The City is seeking engineering firms to evaluate the lift station and recommend modifications to improve the performance and function. Our approach begins with a thorough understanding of the client's needs, consideration of economic and market conditions and an in-depth analysis of the environmental constraints and opportunities affecting design. This information provides the basis for developing project plans, beginning first with preliminary conceptual studies and commencing with a comprehensive engineered site design package. Our approach is to deliver cost effective and sustainable solutions that meet or exceed Fort Bend County's requirements.

Cost Effective Solutions - 5e strives to provide innovative solutions to save construction and long term maintenance costs. In addition, 5engineering is dedicated to providing sustainable solutions, and are Charter Members of the Institute for Sustainable Infrastructure.

It is our goal to find cost savings alternatives that not only benefit the client, but also protect the environment. A good example of this approach is the force main evaluation and replacement project as part of the Woodlands Wastewater Program for the San Jacinto River Authority. The Authority was experiencing failures on force mains of a certain

age and type of material, so Ms. Almerico implemented a condition assessment and replacement guideline, based on cost benefit to the Authority. Not only did this save the Authority money on costly repairs, but it also prevented sanitary sewer overflows, which can result in harmful effects to the environment and regulatory fines.

Demonstrated Timeliness on Similar Projects -

5e maintains a short list of clients and therefore can offer personalized attention to projects. We are able to dedicate adequate staff to complete projects on schedule and on budget. Our project team has an excellent record of successfully executed projects both as prime consultants and as sub-consultants on City of Houston projects. Our team's project record shows our ability to complete a quality project on time. **5e** was on winning teams for the City's 2015 Fiscal Year SOQs in which the project schedule was met.

Project Approach - We understand the needs of the City of Kendleton. As a former employee of the San Jacinto River Authority, **Ms. Almerico** has a thorough understanding of the effects of inflow and infiltration (I&I) on a City's infrastructure as it places heavy demands on the system which can lead to problems such as sanitary sewer system overflow. In conjunction with the age and deterioration of the infrastructure, the City must plan and implement cost effective and sustainable rehabilitation methods. **5e** looks forward to the opportunity to

help the City meet its goals to improve the operation and function of Lum Road Lift Station #3.

The project will include a four phase process.

Phase 1: Condition Assessment and Alternative Analysis – includes an initial inventory and condition assessment for the lift station. All available data from the City will be used to compile information such as pump run times, capacity, material, age, and condition. This data could include any physical inspection reports, maintenance reports, survey data, and other planning data provided by the City, and as-built plans for each lift station. 5e will conduct a field survey, coordinating with City field personnel, as appropriate. The condition of the site will be evaluated for the following: structural, mechanical, electrical, instrumentation, and flow/hydraulic capacity. The lift station's network will be evaluated, including, gravity sanitary sewers, force mains, and discharge manholes. This information will allow the project team to determine alternatives for each lift station, which will include, an analysis of abandoning the lift station and diverting the sanitary sewer. Also, the lift station will be evaluated based on the current City of Kendleton and TCEQ design standards.

Phase 2: Preliminary Engineering Report (PER)

– The Preliminary Engineering Report will include results of the condition assessment and alternative analysis. These results will be used to determine the necessary repairs required for the lift station.

The PER and rehabilitation/modification recommendations will be presented to the City.

The PER will look at all the rehabilitation or modification alternatives. The PER will also evaluate in-flow and infiltration prevention measures and infrastructure construction. Each alternative will be evaluated based on the impact to the neighborhood infrastructure, construction impact and phasing, construction cost estimates, residential impact, and a Life-Cycle Cost Analysis. The PER will also provide an analysis of the sanitary sewer line hydraulics to determine if there is any impact based on each alternative. The 20-year Growth Plan for the City includes planning data which will be used to evaluate future hydraulic scenarios. The determination from the PER will provide the City with a rehabilitation plan that takes into account cost alternatives, impact minimization, and future planning scenarios.

Phase 3: Design Phase – The construction plans, contract documents, and preliminary construction cost estimates will be submitted to the City for review and comment at the 30%, 60%, and 90% phases. The project team will incorporate the City's comments into each subsequent phase after receipt of comments. A written submittal summary letter will be provided describing how each comment was addressed. 5e will ensure that all recommendations follow all applicable City, state, and federal guidelines, including, TCEQ rules (30 TAC Chapter 217) and Fort Bend County rules and regulations.

The final construction plans, contract documents, and cost estimate will be provided to the City at the end of this phase.

Phase 4: Construction Phase – The final project team will assist the City with bid phase services, including attending pre-bid and bid meetings, preparation of addenda, preparation of an engineer's recommendation and/or participation in a proposal review committee. This Phase is a high priority and requests for information will be addressed in a timely manner. All City guidelines will be followed on all construction related reviews and documents.

Firm's Experience

5engineering, llc (5e) is a full service Civil Engineering firm, with expertise in infrastructure design, including roadway, waterline, water and wastewater facilities, drainage and industrial and commercial site development. The company has expanded to include design and construction management services for water and wastewater infrastructure improvements and rehabilitation to meet a broader range of our client's growing needs. Our approach begins with a thorough understanding of the client's needs, consideration of economic and market conditions and an in-depth analysis of the environmental constraints and opportunities affecting design. This information provides the basis for developing project plans, beginning first with preliminary conceptual studies and commencing with a comprehensive engineered site design package.

5e has a team capable of providing expertise in Engineering Services for the Evaluation of the Existing Wastewater Collection System in the City of Kendleton for Fort Bend County Community Development. Our approach is to deliver cost effective and sustainable solutions that meet or exceed the City's requirements.

The firm is located in the City of Houston, with a satellite office in The Woodlands, and is a Certified Women Owned Business.

We believe in producing high quality products through:

- Determining the most appropriate design tools for each project.
- Recommending low impact solutions when cost effective and technically superior.
- Providing innovative technical solutions.
- Communicating consistently with our clients to ensure that we provide a product that considers the clients goals.

Experience in Accomplishing Similar Projects -

5e was selected as the prime consultant for the *Force Main Renewal and Replacement: Eldridge Parkway, Beechnut, West Orem and Golf Course* project in the City of Houston's 2015 Fiscal Year SOQ. The team has extensive experience in similar lift station renewal and replacement projects, as illustrated by the following projects.

5engineering Experience

The **FY15 Wastewater Force Main Renewal and Replacement** project includes the evaluation and preparation of a preliminary engineering report, final design, and construction phase services for the rehabilitation or replacement of over 15,200 linear feet of force mains for the Eldridge Parkway, Beechnut, West Orem, and Golf Course lift stations. The force mains have diameters between 10 and 20 inches. **5e** is currently conducting the evaluation and preparing the Preliminary Engineering Report. All deadlines have been met and the project is on schedule. Client: City of

Houston. Contact: Akhter Hussain, P.E. Phone No.: 832-395-2294

Ms. Jennifer T. Almerico, P.E. managed the **Pump Station/Lift Station Evaluations** project which modeled The Woodlands water system using KYPipe software, and the subsequent transition to Bentley WaterGEMS. Ms. Almerico evaluated the land development planning data for The Woodlands and calculated the projected water demand for each service area, using an application that integrated with GIS. She made recommendations for pump station upgrades and implemented the purchase and installation of new pumps. She evaluated each lift station service area and performed a condition assessment of the pumps. She performed pump flow monitoring to verify the efficiency of the pumps, and designed replacements where necessary. She worked closely with Operations and Maintenance personnel to achieve optimal results. Client: San Jacinto River Authority. Contact: SuEllen Staggs. Phone: 281-367-9511.

The **Solids Handling Facilities, High Service Pump Station, and Yard Piping, City of Houston Southeast Water Purification Plant** project included preliminary and final design of the solids handling facilities, high service pump station, and yard piping for the City of Houston Southeast Water Purification Plant to increase plant capacity from 120 to 200 mgd. Ms. Almerico prepared recommendations in the preliminary design report, construction cost estimates, equipment selections,

and specifications. This project also included the design of the expansion of the existing Return Flow "A" Pump Station. Calculations were performed to size the thickened sludge distribution chamber, the two thickened sludge truck loading pump stations, the addition of two residual solids thickeners, and the expansion of the High Service Pump Station. A hydraulic analysis of the High Service Pump Station was performed to determine the size of the new pumps, the new layout of the pumps was designed, and a control strategy was provided to the client. Client: City of Houston. Contact: Brent Nicholas (CDM Smith). Phone No. 713-423-7300.

The **Reclaimed Water Pump Station and Sanitary Sewer Lift Station** project included the design and construction of a 525 gpm reclaimed water pump station at the Turkey Creek Wastewater Treatment Plant. The reclaimed water was ultimately used for irrigation purposes. This project also included a 25.5 mgd sanitary sewer lift station on Jones Road, including an access road off Jones Road to the sanitary lift station. For both the lift station and pump station, hydraulic analyses calculations were performed to size the new pumps. Specifications and bidding documents were prepared for the pump station, lift station and 100 linear feet of 10-inch sanitary force main, 70 linear feet of 42-inch sanitary trunk sewer, and 300 linear feet of 8-inch reclaimed water line. Client: City of Bryan, Texas. Contact: Ralph Cox (RPS Klotz). Phone No.: 281-589-7257.

Staff Experience

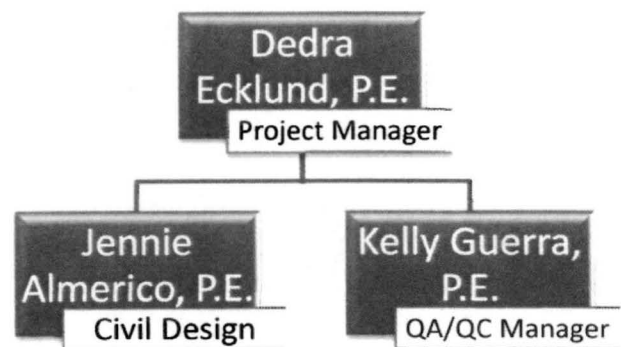
Dedra A. Ecklund, P.E. graduated from Texas A&M University in 2004, she has over 11 years of experience in the design and management of sanitary sewer rehabilitation, utility designs within public utility designs within public right-of-way, drainage channels and detention basins, single-family development, and management of municipal utility districts in the greater Houston area. Ms. Ecklund has been the project manager for several lift station rehabilitation projects in Harris and Montgomery counties. She has been the design engineer for sanitary force main extension projects in Harris County. She understands each client has specific criteria that goes into determining if rehabilitation of a system is cost effective based on the life cycle.

Jennifer T. Almerico, P.E. graduated from Texas A&M University in 1999. She has over 15 years of experience in planning, design, and rehabilitation of water system and wastewater facility infrastructure improvements. She also has extensive experience in water and wastewater operations, capital improvement planning, and asset management. Ms. Almerico initiated and developed a multi-year Wastewater Program to develop a comprehensive assessment of the wastewater system. She led the Program team to ensure the goals and objectives of the Program were met. She communicated and made

presentations to Customer Districts to ensure funding of the Program for future years.

Kelly Humphries Guerra, P.E., PMP – QA/QC Officer

Ms. Humphries graduated Texas A&M University in 2002, she has over 13 years of civil engineering experience including flood control, drainage analysis, channel design, mitigation planning, and storm sewer design. Additionally, she holds a Masters in Business Administration from the University of Tulane and a PMP from the Project Management Institute. Ms. Humphries is the project manager for multiple City of Houston projects.



Financial Stability

Has your Company ever failed to complete any work awarded to it? – 5e has not failed to complete any work awarded to it.

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? – 5e does not have any judgments, claims, arbitration proceedings or suits pending or outstanding against the company or its officers.

Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details. – 5e has not filed any lawsuits or requested arbitration with regard to construction contracts within the last five years.



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 #			Dun and Bradstreet # 078407543
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	Fivengineering, LLC Year Business was Established <u>2011</u>		
Remittance Address	3535 Briarpark Drive, Suite 210		
City/State/Zip	Houston, Texas 77042		
Physical Address	3535 Briarpark Drive, Suite 210		
City/State/Zip	Houston, Texas 77042		
County	Fort Bend County Other: Harris		
Phone/Fax Number	Phone: 832-800-3483 Fax: 281-888-3938		
Contact Person	Jennie Almerico		
E-mail	jennie@5engineering.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input checked="" type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # <u>14-6-12045</u> <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # <u>1452929402800</u> <input checked="" type="checkbox"/> WBE-Women's Business Enterprise Certification # <u>12-06-12045</u> <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		

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above 5engineering, llc	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 3535 Briarpark Drive, Suite 210 6 City, state, and ZIP code Houston, Texas 77042	Requester's name and address (optional)
7 List account number(s) here (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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

[illegible]

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

**Sign
Here**

Signature of
U.S. person

Susan Kelly Humphries Guena

Date ► 8/13/2015

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TAX FORM/DEBT/ RESIDENCE CERTIFICATION (for Advertised Projects)

Company Name submitting Bid/Proposal: Fivengineering, LLC

Mailing Address: 3535 Briarpark Drive, Suite 210, Houston, Texas 77042

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>

****** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

Yes x No If yes, attach a separate page explaining the debt.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that Fivengineering, LLC is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is Houston, Texas.
[City and State]

EXHIBIT I

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 13th date of August, 2015.

By Kelly Humphries Guerra
(signature)

Kelly Humphries Guerra, P.E.

(typed or printed name)

Principal

(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

Exhibit II

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Fivengineering, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Kendleton/Fort Bend.

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Fivengineering, LLC, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Kelly Humphries Guerra
Signature

Principal

Title

August 13, 2015

Date

24 CFR part 135

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 504 CERTIFICATION

Exhibit III

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The Fivengineering, LLC does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Kelly Humphries Guerra, P.E.

(Address) 3535 Briarpark Drive, Suite 210

Houston, Texas 77042

City

State

Zip

Telephone Number (832) 800 - 3483 Voice
() - TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

**Lift Station Rehabilitation for Lum Road Lift Station #3
Scope of Work
For
City of Kendleton, Texas
For Fort Bend County Community Development**

Project Location: Lum Road Lift Station #3 (419 Lum Rd., Kendleton, Texas)

General Scope: The project consists of the preparation of construction cost estimate, a complete design bid package, assistance during the procurement process, and construction phase services. The project includes rehabilitation of the piping, valves, and electrical panels, and replacement of the pumps. The force main and lift station structure will remain the same.

Task 1 (Design Phase Services)

1. Project Kick Off Meeting – Attend one (1) project kick-off meeting by telephone or in person at the Fort Bend County Community Development Offices.
2. Project Schedule – A project schedule has been prepared and is attached to this proposal.
3. Quality Control/Quality Assurance – Perform quality control/quality assurance throughout the project duration on all project deliverables, design calculations, design report methodology, construction drawings, contract documents, technical specifications, an addendum, and construction submittals.
4. Construction Drawings, Contract Documents, and Technical Specifications - Prepare Final construction drawings, contract documents, and technical specifications in accordance with "The Rules of Fort Bend County Texas Governing Water and Wastewater Infrastructure, A Supplement to Fort Bend County's Regulations of Subdivisions Adopted August 27, 2002." and the Texas Commission on Environmental Quality. The Construction Documents will include a temporary bypass pumping plan for uninterrupted operation of the collection system. Address one round of comments from the City of Kendleton (the "City") and Fort Bend County (the "County") and provide the revised construction documents. Project design will be performed in accordance with the following design standards:
 - a. Texas Commission on Environmental Quality (TCEQ)
 - b. Fort Bend County Texas Governing Water and Wastewater Infrastructure
 - c. The Americans with Disabilities Act (ADA) Standards
 - d. The Texas Accessibility Standards (TAS)
 - e. Fort Bend County Drainage Criteria Manual
 - f. Any applicable City of Kendleton Code of Ordinances
 - g. Any other applicable regional, state, and federal guidelines

The project coordination/approval will be done with TCEQ (if required). The contract documents will be prepared for informally receiving three quotes for the construction work. The plans and technical specifications will be prepared in PDF format, based on the existing documents provided by Fort Bend County, updated and under separate cover. The documents provided to Sengineering are the following:

- Design Build Plans for City of Kendleton/Fort Bend County – Sanitary Sewer Improvements Lift Station Rehabilitation Replacement – Boyer, Collaborative Engineering Group, and Othon – 3/20/13.
- Design Build Project Manual for the Rehabilitation and Reconstruction or Replacement of Certain Sanitary Lift Stations – SOQ-12-038 – Boyer, Collaborative Engineering Group, and Othon – 3/27/13.

A performance specification will be prepared for bypass pumping and will consist of the necessary operations to temporarily re-route sewer flows to prevent a sanitary sewer overflow (SSO), and provide adequate and reliable sewer flow at all times during construction. This plan will allow for continuous 100-percent flow diversion up to the expected peak flow volume, with a back-up plan in place. Flow information will be provided by the City and County. The City will receive an electronic copy of the submittal by DropBox and two sets of the construction drawings in 11"x17" for review purposes.

5. Electrical – The subconsultant will prepare the electrical portions for final construction drawings, and technical specifications in accordance with "The Rules of Fort Bend County Texas Governing Water and Wastewater Infrastructure, A Supplement to Fort Bend County's Regulations of Subdivisions Adopted August 27, 2002." and the Texas Commission on Environmental Quality. The plans and technical specifications will be prepared in PDF format, based on the existing documents provided by Fort Bend County, updated and under separate cover. Project design will be performed in accordance with the following design standards:
 - a. Texas Commission on Environmental Quality (TCEQ)
 - b. National Fire and Protection Agency (NFPA) 70 – National Electrical Code (NEC).
6. Construction Cost Estimate – Prepare the engineer's opinion of probable construction cost for the Final submittal.

Task 2 (Procurement Phase)

The Procurement Phase is based on the assumption that the construction cost will not exceed \$49,999. If informal bids exceed this amount, Sengineering may request additional fee for Procurement Phase.

1. Assistance - Assist the City and County Staff during the Procurement Phase. This will include soliciting three bids from no less than three (3) qualified construction companies. Fort Bend County will be responsible for advertisement and compliance with the appropriate advertising rules. *The City will receive an electronic copy of the final submittal by DropBox and five full size sets of the construction drawings.*
2. Addendum – No addenda are anticipated due to the informal bidding process.
3. Recommendation – Review the informal bids and provide an Engineer's Recommendation of Approval letter to the City.

Task 3 (Construction Phase Services)

1. Pre-Construction Meeting – Attend a Pre-Construction meeting at the offices of the City and/or County. Prepare meeting minutes within five (5) business days of pre-construction meeting.

2. Submittals –Review all construction submittals as required by Contract Documents and Technical Specifications. Re-review of submittals as required. Submittals will be reviewed with responses within three (3) business days of receipt.
 - a. Submittals will be reviewed with responses provided to Sengineering within two (2) business days of receipt.
3. Requests for Information – Review and provide responses to Requests for Information (RFI's) during construction duration. All RFI responses will be complete within ten (10) business days of receipt. The City will be notified of any responses requiring additional time.
4. Site Visits and Preparation of Site Observation Reports – The Consultant will visit the site one(1) time during the construction duration and prepare a site observation report for submittal to the City and County. It is anticipated that construction time will take up to two weeks.
5. Change Order Assistance – The Consultant will provide assistance to the City on Change Orders during the construction duration.
6. Substantial Completion Walk-Thru – Attendance at a substantial walk-thru with the contractor and City and County Staff. Prepare an itemized substantial completion punch list for approval by City and County Staff. Verify items on substantial completion punch list are finalized and submit verification to the City.
7. Record Drawings – Prepare record drawings based on any variations that occurred during construction. Variances will be delineated by a red cloud and a description of the variance.
8. Project Start-up – Assist with Project Start-up as requested by the City.

Item	Description / Task	Estimated Manhours							Subtotal (cost \$)	Subs (cost)	Subs (cost+8%)	Other Direct Costs	Total Fee
		5engineering					Subconsultants						
		Project Mgr. (hrs)	Project Egr. (hrs)	Graduate Egr. (hrs)	CADD (hrs)	Admin. (hrs)	Collaborative Engineering Group	Subtotal (hrs)					
	Raw Salary	\$ 70.00	\$ 50.00	\$ 35.00	\$ 25.00	\$ 25.00							
	Raw Salary Multiplier (3.00)	\$ 210.00	\$ 150.00	\$ 105.00	\$ 75.00	\$ 75.00							
Task 1:													
Design Phase Services													
1.	Project Kick-Off Meeting		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
2.	Project Schedule		1					1	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
3.	Quality Control/Quality Assurance	2						2	\$ 420.00	\$ -	\$ -	\$ -	\$ 420.00
4.	Construction Drawings, Contract Documents, and Technical Specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -
a.	Coversheet & Notes		2		2			4	\$ 450.00	\$ -	\$ -	\$ 50.00	\$ 500.00
b.	Update existing drawings with annotations directing the construction (~4 sheets)		3		15			18	\$ 1,575.00	\$ -	\$ -	\$ 100.00	\$ 1,675.00
c.	Bypass pumping drawing		2		4			6	\$ 600.00	\$ -	\$ -	\$ 25.00	\$ 625.00
d.	Contract Documents		2	6				8	\$ 930.00	\$ -	\$ -	\$ -	\$ 930.00
e.	Technical Specifications		4	4				8	\$ 1,020.00	\$ -	\$ -	\$ -	\$ 1,020.00
5.	Electrical						\$ 2,500.00	0	\$ -	\$ 2,500.00	\$ 2,700.00	\$ -	\$ 2,700.00
6.	Submittal Meeting		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
7.	Construction Cost Estimate		1	1				2	\$ 255.00	\$ -	\$ -	\$ -	\$ 255.00
	Subtotal Design Phase Services	2	19	11	21	0	\$ 2,500.00	53	\$ 6,000.00	\$ 2,500.00	\$ 2,700.00	\$ 175.00	\$ 8,875.00
Task 2:													
Procurement Phase													
1.	Assistance		3	4				7	\$ 870.00	\$ -	\$ -	\$ -	\$ 870.00
2.	Addenda		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
3.	Recommendation		1					1	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
	Subtotal Procurement Phase	0	6	4	0	0	\$ -	10	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,320.00
Task 3:													
Construction Phase Services													
1.	Pre-Construction Meeting		3					3	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00
2.	Submittals		3					3	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00
3.	Requests for Information		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00
4.	Site Visits and Preparation of Site Observation Reports		4					4	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
5.	Change Order Assistance		1					1	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00
6.	Substantial and Final Completion Walk-Thru		4					4	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00
7.	Record Drawings		2		3			5	\$ 525.00	\$ -	\$ -	\$ -	\$ 525.00
8.	Project Start-up		3					3	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00
	Subtotal Construction Phase Services	0	22	0	3	0	\$ -	25	\$ 3,525.00	\$ -	\$ -	\$ -	\$ 3,525.00
	TOTAL HOURS	2	47	15	24	0		88	\$ 10,845.00				
	TOTAL COST	\$ 420.00	\$ 7,050.00	\$ 1,575.00	\$ 1,800.00	\$ -	\$ 2,500.00		\$ 10,845.00	\$ 2,500.00	\$ 2,700.00	\$ 175.00	\$ 13,720.00
		3%	51%	11%	13%	0%	18%		Basic Services (Task 1 - Task 3) Total				\$ 13,720.00

TOTAL \$ 13,720.00

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
AGREEMENT FOR ENGINEERING SERVICES
PURSUANT TO SOQ 15-088**

This FIRST AMENDMENT of the AGREEMENT FOR ENGINEERING SERVICES PURSUANT TO SOQ 15-088 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 Sengineering, LLC. (Se) (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about November 10, 2015, the Parties entered into AGREEMENT FOR ENGINEERING SERVICES PURSUANT TO SOQ 15-088 attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

I. Amendments

Section Five, is amended as follows:

Contractor shall complete the tasks described in the Scope of Services no later than July 30, 2016, unless otherwise extended in by the County as provided in the **Modifications and Waivers** Section of this Agreement.

- II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

Remainder left blank

Execution page follows

III. Execution

IN TESTIMONY OF WHICH, THIS FIRST AMENDMENT is effective upon execution of all parties.

FORT BEND COUNTY

Sengineering, LLC. (5e)

Robert E. Hebert, County Judge

Authorized Agent- Signature

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

Marilynn Kindell
FBC Community Development Director

Attachments:

EXHIBIT ONE: AGREEMENT FOR ENGINEERING SERVICES PURSUANT TO SOQ 15-088

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 Edward Sturdivant, County Auditor

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EXHIBIT ONE:

AGREEMENT FOR ENGINEERING SERVICES
PURSUANT TO SOQ 15-088

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR ENGINEERING SERVICES
PURSUANT TO SOQ 15-088**

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 Sengineering, LLC. (5e) (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional engineering services related to certain modifications at a county sanitary sewer lift station (hereinafter "Services") pursuant to SOQ 15-088 (attached as Exhibit A); 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 in accordance with the specifications of SOQ 15-088 and as presented in Exhibit B to this Agreement.

Section 2. Personnel

- A. 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.
- B. 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

- A. The Maximum Compensation for the performance of Services within the Scope of Services is **\$13,720.00**. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. 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.
- C. 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 two (2) original copies of invoices 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

- A. 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 **\$13,720.00**. specifically allocated to fully discharge any and all liabilities County may incur.
- B. 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 **\$13,720.00**.

Section 5. Time of Performance

Contractor shall complete the tasks described in the Scope of Services no later than April 30, 2016, unless otherwise extended in by the County as provided in the **Modifications and Waivers** Section of this Agreement.

Section 6. Modifications and Waivers

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

- C. 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

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.

B. Termination for Default

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

- a. 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;
- b. 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.

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 7A above.

- C. 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.

- D. 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, 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.

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

A. 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 from such companies having Bests 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:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
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.
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.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each

occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- B. 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 written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. 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 the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

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

- A. 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.

- B. 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.
- C. 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.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. 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. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Contractor

- A. 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.
- B. 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

- A. 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).
- B. 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
Attn: Purchasing Agent
301 Jackson Street, Ste. 201
Richmond, Texas 77469

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

Contractor: Sengineering, LLC (5e)
 3535 Briarpark Dr. #210
 Houston, TX 77042

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15(A) and 15(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
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.
 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. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

Section 17. Assignment and Delegation

- A. 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.

- B. Neither party may delegate any performance under this Agreement.
- C. 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.

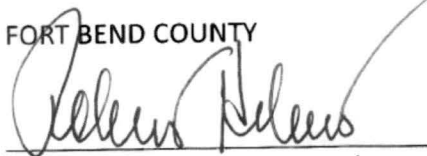
Section 24. Conflict

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled *Agreement for Engineering Services Pursuant to SOQ 15-088*, second: *Exhibit*

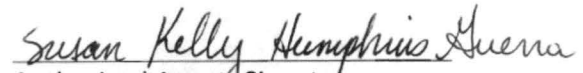
A, SOQ 15-088 and third: Exhibit B, Proposal Sengineering, LLC (5e) with regard to the conflict.

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 10 day of November, 2015.

FORT BEND COUNTY


Robert E. Hebert, County Judge

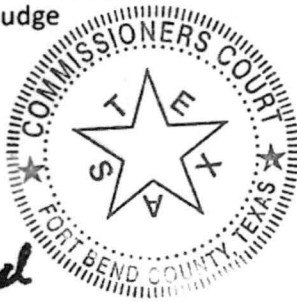
Sengineering, LLC. (5e)


Authorized Agent- Signature

SUSAN KELLY HUMPHRIES GUERRA
Authorized Agent- Printed Name

ATTEST:


Laura Richard, County Clerk



PRINCIPAL
Title

11/3/2015
Date

APPROVED:

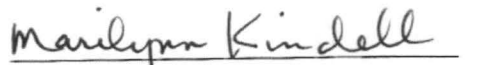

Marilynn Kindell
FBC Community Development Director

Exhibit A: SOQ 15-088
Exhibit B: Proposal Sengineering, LLC (5e)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 13,720⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

MTR i:\agreements\2016 agreements\purchasing\q15-088 lum rd eng services\q15-088 five engineering.docx

Exhibit A:
SOQ 15-088

Fort Bend County Specification Download Acknowledgment



***Statement of Qualifications
Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3
in City of Kendleton
for Fort Bend County Community Development
SOQ 15-088***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Facsimile Number

Email Address

Signature

Date

**Fort Bend County, Texas
Statement of Qualifications**



**Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3
in City of Kendleton
for Fort Bend County Community Development
SOQ 15-088**

SUBMIT SOQs TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery

SUBMIT NO LATER THAN:

Thursday, August 13, 2015
1:30 PM (Central)

MARK ENVELOPE:

SOQ 15-088
Engineer for Lift Station

*ALL SUBMITTALS MUST BE RECEIVED IN COUNTY PURCHASING
OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
SUBMITTALS RECEIVED WILL THEN BE OPENED AND NAMES
PUBLICLY READ. SUBMITTALS RECEIVED AFTER THE SPECIFIED
TIME WILL BE RETURNED UNOPENED.*

Results will not be given by phone.
Results will be provided to bidders in writing
after Commissioners Court award.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this document.
Requests for information must be in writing
and directed
to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Debbie.Kaminski@fortbendcountytexas.gov

Prepared: 07/19/15
Issued: 07/29/15

Respondent Information

Legal Name of Contracting Company

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

Telephone Number

Facsimile Number

Complete Mailing Address (for Correspondence)

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Authorized Representative and Title (printed)

Authorized Representative's Email Address

Signature of Authorized Representative

1.0 Scope of Work:

Fort Bend County is requesting Statements of Qualifications (SOQ) from professional engineering consulting firms to review existing plans and design any required modifications to the Lum Road sanitary sewer lift station located at 419 Lum Rd., Kendleton, TX. Project is to improve the overall function of the wastewater treatment system. Historically during severe rain events the Lum Road lift station becomes overloaded and cannot handle the flows coming to the lift station. The engineering firm herein referred to as "Respondent".

2.0 General:

- 2.1 The selected party will be requested to submit a proposal for an engineering contract under the provisions of the §2254 of the Texas Government Code.
- 2.2 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.3 Submittals and any other Respondent information in response to this SOQ shall become the property of Fort Bend County.
- 2.4 Fort Bend County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk.
- 2.5 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
- 2.6 Fort Bend County makes no guarantee that an award will be made as a result of this SOQ. Fort Bend County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this SOQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Fort Bend County will not be bound to act by any previous communication or submittal by the firms other than those responding to this SOQ.

3.0 Insurance:

- 3.1 All respondents must submit, with SOQ, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with SOQ, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if

successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

- 3.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 3.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 3.2.2 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.
 - 3.2.3 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.
 - 3.2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - 3.2.5 Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
- 3.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 3.4 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 the work under this Contract is completed.
- 3.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 3.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.

- 3.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

4.0 Indemnification:

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of respondent, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.

- 4.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 4.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 4.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 4.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 4.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 4.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.

- 4.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

5.0 Project Location:

The City of Kendleton is located in the far west portion of Fort Bend County, on Highway 59, approximately fifteen (15) miles south of Rosenberg, Texas. The lift station is located at 419 Lum Road in Kendleton.

6.0 Format of Response, Qualifications, and Evaluation Factors:

- 6.1 To facilitate evaluation of submittals, one (1) original, four (4) paper copies and one (1) electronic response on CD or flash drive is required. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive will result in disqualification.
- 6.2 Statement of Qualifications must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 25 pages**). Binding must allow reports to lay flat when open and may be either wire or GBC. Format of the report may be either "portrait" or "landscape" format with binding on either long or short side. The title page, letter of transmittal, table of contents, tabs, executive summary, or resumes are not included in the 25 page maximum page count.
- 6.3 Respondents are required to follow the outline below when preparing their submission:
- | Tab | Title |
|-----|---|
| | Title Page |
| | Letter of Transmittal |
| | Table of Contents |
| | Executive Summary |
| 1 | Understand Scope of Work |
| 2 | Firm's Experience |
| 3 | Staff Experience |
| 4 | Financial Stability |
| 5 | Required forms (insurance, vendor forms, W9, debt form) |
- 6.4 Executive Summary - This part of the response to the SOQ should be limited to a brief narrative highlighting the Respondent's submission. Note that the executive summary should identify the primary contacts for the Respondent.
- 6.5 Respondents will be evaluated utilizing the factors, as weighted below:

Understanding Scope of Work (weight factor = 40%)

Tab 1

- Understanding of Scope of Work: Parties demonstrate their ability to meet the required scope of work. In addition, describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project.

Firm's Experience (weight factor = 25%)

Tab 2

- Firm Experience with Similar Projects: Such experience must be in the form of providing engineer design services for municipal/county government. List a minimum of three (3) similar projects completed within the last ten (10) years; provide the name and location of each project, completion date, the client, and a contact person and phone number.

Staff Experience (weight factor = 20%)

Tab 3

- List the proposed project team, showing all staff and their roles in the contract.
- Include an organizational chart of the proposed team, showing the names and roles of all key personnel and the contractor they are associated with (if applicable).
- Provide resumes of staff members assigned to specific areas of experience and relevant staff experience.
-

Financial Stability (weight factor = 10%)

Tab 4

- Complete and accurate responses to the following questions:
 - a. Has your Company ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?

- c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.

Overall Completeness of Proposal (weight factor = 5%)

Tab 5

- Required proof of insurance and completed forms

7.0 Questions:

Questions about this Statement of Qualification Package should be directed in writing to Debbie Kaminski, CPPB, Assistant County Purchasing Agent at Debbie.Kaminski@fortbendcountytexas.gov. **Questions will be accepted until 10:00 AM, Thursday, August 6, 2015.**

8.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

- 8.1 Vendor Form
- 8.2 W9 Form
- 8.3 Tax Form/Debt/Residence Certification

9.0 EXHIBITS:

Required forms from Fort Bend County Community Development:

Exhibit I – Certification for Contracts, Grants, Loans and Cooperative Agreements

Exhibit II – Contractor's Local Opportunity Plan – Section 3

Exhibit III – Section 504 Certification



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 #	Dun and Bradstreet #	
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> Fort Bend County Other: _____	
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
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 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).		

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: _____

Mailing Address: _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.

[City and State]

EXHIBIT I

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ date of _____, 2015.

By _____
(signature)

(typed or printed name)

(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

Exhibit II

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of _____.

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of _____, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Title

Date

24 CFR part 135

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 504 CERTIFICATION

Exhibit III

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

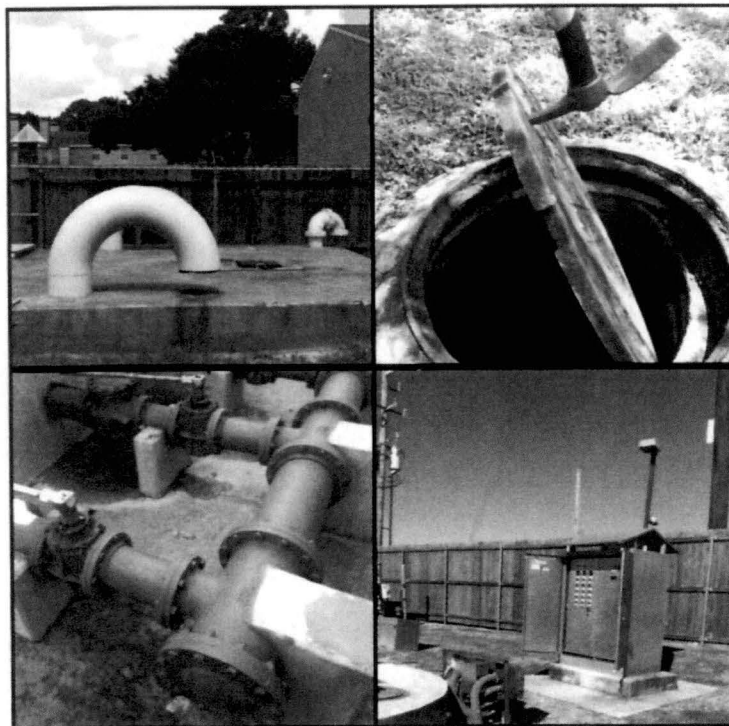
has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

Exhibit B:
Proposal 5engineering, LLC (5e)



STATEMENT OF QUALIFICATIONS

Review and Update Existing Plans for Lum Road Lift Station #3
in City of Kendleton
SOQ 15-088
August 13, 2015



HYDROLOGY · HYDRAULICS · WATER · WASTEWATER · SITE DESIGN · ASSET MANAGEMENT



3535 Briarpark Dr. #210, Houston TX 77042 | 832-800-3483 | SOQ15-088.docx

August 13, 2015

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Re: Statement of Qualifications – SOQ15-088 Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3

On behalf of 5engineering, LLC (5e), we are pleased to submit this statement of qualifications to be considered for *SOQ15-088 Engineering Services to Review and Update Existing Plans for Lum Road Lift Station #3*. We are excited about the opportunity to work with Fort Bend County on the lift station updates.

5e is qualified and well versed in all aspects of wastewater collection system infrastructure and the sanitary sewer rehabilitation process. Our team of professionals has project design experience both in evaluating, recommending, and designing rehabilitation projects.

We understand that project leadership is key to project success. We have identified Ms. Jennie Almerico to lead the proposed project team. Ms. Almerico's experience includes planning, design, and rehabilitation of wastewater facility infrastructure improvements. She has particular experience coordinating with CIP teams to provide successful wastewater projects.

We have a staff of experts with combined project experience which demonstrates that the 5e team will make an excellent choice, if selected.

Sincerely,

A handwritten signature in cursive script that reads 'Kelly Humphries Guerra'.

Kelly Humphries Guerra, P.E.
Principal

A handwritten signature in cursive script that reads 'Jennifer T. Almerico'.

Jennifer T. Almerico, P.E.
Vice President of Water and Wastewater Services

Table of Contents

A. Transmittal Letter	Attached
B. Executive Summary	1
C. Understanding Scope of Work	2
D. Firm's Experience.....	5
E. Staff Experience.....	7
F. Financial Stability	8
F. Required Forms	9

Executive Summary

5engineering, llc (5e) is a full service Civil Engineering firm, with expertise in infrastructure design, including roadway, waterline, water and wastewater facilities, drainage and industrial and commercial site development. 5e has extensive experience in municipal operations, including capital improvement plans, operating budgets, and asset management. The project team has extensive experience in the preparation of complete design bid packages for sanitary sewer lift station rehabilitations. We will work with Fort Bend County and the City of Kendleton to confirm that the initial base project scope and assessment is appropriate. We will complete a Preliminary Engineering Report to determine the necessary rehabilitation of the lift station to address deficiencies. The recommendations will be presented to the County's Technical Review Committee (TRC). After the TRC evaluation and approval, we will provide final design and construction phase services. **Ms. Jennie Almerico, P.E.** is the primary contact for 5e.

Understanding Scope of Work

The City of Kendleton's Lum Road Lift Station #3 is experiencing high flow levels during severe rain events. The City is seeking engineering firms to evaluate the lift station and recommend modifications to improve the performance and function. Our approach begins with a thorough understanding of the client's needs, consideration of economic and market conditions and an in-depth analysis of the environmental constraints and opportunities affecting design. This information provides the basis for developing project plans, beginning first with preliminary conceptual studies and commencing with a comprehensive engineered site design package. Our approach is to deliver cost effective and sustainable solutions that meet or exceed Fort Bend County's requirements.

Cost Effective Solutions - 5e strives to provide innovative solutions to save construction and long term maintenance costs. In addition, 5engineering is dedicated to providing sustainable solutions, and are Charter Members of the Institute for Sustainable Infrastructure.

It is our goal to find cost savings alternatives that not only benefit the client, but also protect the environment. A good example of this approach is the force main evaluation and replacement project as part of the Woodlands Wastewater Program for the San Jacinto River Authority. The Authority was experiencing failures on force mains of a certain

age and type of material, so Ms. Almerico implemented a condition assessment and replacement guideline, based on cost benefit to the Authority. Not only did this save the Authority money on costly repairs, but it also prevented sanitary sewer overflows, which can result in harmful effects to the environment and regulatory fines.

Demonstrated Timeliness on Similar Projects -

5e maintains a short list of clients and therefore can offer personalized attention to projects. We are able to dedicate adequate staff to complete projects on schedule and on budget. Our project team has an excellent record of successfully executed projects both as prime consultants and as sub-consultants on City of Houston projects. Our team's project record shows our ability to complete a quality project on time. **5e** was on winning teams for the City's 2015 Fiscal Year SOQs in which the project schedule was met.

Project Approach - We understand the needs of the City of Kendleton. As a former employee of the San Jacinto River Authority, **Ms. Almerico** has a thorough understanding of the effects of inflow and infiltration (I&I) on a City's infrastructure as it places heavy demands on the system which can lead to problems such as sanitary sewer system overflow. In conjunction with the age and deterioration of the infrastructure, the City must plan and implement cost effective and sustainable rehabilitation methods. **5e** looks forward to the opportunity to

help the City meet its goals to improve the operation and function of Lum Road Lift Station #3.

The project will include a four phase process.

Phase 1: Condition Assessment and Alternative Analysis – includes an initial inventory and condition assessment for the lift station. All available data from the City will be used to compile information such as pump run times, capacity, material, age, and condition. This data could include any physical inspection reports, maintenance reports, survey data, and other planning data provided by the City, and as-built plans for each lift station. 5e will conduct a field survey, coordinating with City field personnel, as appropriate. The condition of the site will be evaluated for the following: structural, mechanical, electrical, instrumentation, and flow/hydraulic capacity. The lift station's network will be evaluated, including, gravity sanitary sewers, force mains, and discharge manholes. This information will allow the project team to determine alternatives for each lift station, which will include, an analysis of abandoning the lift station and diverting the sanitary sewer. Also, the lift station will be evaluated based on the current City of Kendleton and TCEQ design standards.

Phase 2: Preliminary Engineering Report (PER)

– The Preliminary Engineering Report will include results of the condition assessment and alternative analysis. These results will be used to determine the necessary repairs required for the lift station.

The PER and rehabilitation/modification recommendations will be presented to the City.

The PER will look at all the rehabilitation or modification alternatives. The PER will also evaluate in-flow and infiltration prevention measures and infrastructure construction. Each alternative will be evaluated based on the impact to the neighborhood infrastructure, construction impact and phasing, construction cost estimates, residential impact, and a Life-Cycle Cost Analysis. The PER will also provide an analysis of the sanitary sewer line hydraulics to determine if there is any impact based on each alternative. The 20-year Growth Plan for the City includes planning data which will be used to evaluate future hydraulic scenarios. The determination from the PER will provide the City with a rehabilitation plan that takes into account cost alternatives, impact minimization, and future planning scenarios.

Phase 3: Design Phase – The construction plans, contract documents, and preliminary construction cost estimates will be submitted to the City for review and comment at the 30%, 60%, and 90% phases. The project team will incorporate the City's comments into each subsequent phase after receipt of comments. A written submittal summary letter will be provided describing how each comment was addressed. 5e will ensure that all recommendations follow all applicable City, state, and federal guidelines, including, TCEQ rules (30 TAC Chapter 217) and Fort Bend County rules and regulations.

The final construction plans, contract documents, and cost estimate will be provided to the City at the end of this phase.

Phase 4: Construction Phase – The final project team will assist the City with bid phase services, including attending pre-bid and bid meetings, preparation of addenda, preparation of an engineer's recommendation and/or participation in a proposal review committee. This Phase is a high priority and requests for information will be addressed in a timely manner. All City guidelines will be followed on all construction related reviews and documents.

Firm's Experience

5engineering, llc (5e) is a full service Civil Engineering firm, with expertise in infrastructure design, including roadway, waterline, water and wastewater facilities, drainage and industrial and commercial site development. The company has expanded to include design and construction management services for water and wastewater infrastructure improvements and rehabilitation to meet a broader range of our client's growing needs. Our approach begins with a thorough understanding of the client's needs, consideration of economic and market conditions and an in-depth analysis of the environmental constraints and opportunities affecting design. This information provides the basis for developing project plans, beginning first with preliminary conceptual studies and commencing with a comprehensive engineered site design package.

5e has a team capable of providing expertise in Engineering Services for the Evaluation of the Existing Wastewater Collection System in the City of Kendleton for Fort Bend County Community Development. Our approach is to deliver cost effective and sustainable solutions that meet or exceed the City's requirements.

The firm is located in the City of Houston, with a satellite office in The Woodlands, and is a Certified Women Owned Business.

We believe in producing high quality products through:

- Determining the most appropriate design tools for each project.
- Recommending low impact solutions when cost effective and technically superior.
- Providing innovative technical solutions.
- Communicating consistently with our clients to ensure that we provide a product that considers the clients goals.

Experience in Accomplishing Similar Projects -

5e was selected as the prime consultant for the *Force Main Renewal and Replacement: Eldridge Parkway, Beechnut, West Orem and Golf Course* project in the City of Houston's 2015 Fiscal Year SOQ. The team has extensive experience in similar lift station renewal and replacement projects, as illustrated by the following projects.

5engineering Experience

The **FY15 Wastewater Force Main Renewal and Replacement** project includes the evaluation and preparation of a preliminary engineering report, final design, and construction phase services for the rehabilitation or replacement of over 15,200 linear feet of force mains for the Eldridge Parkway, Beechnut, West Orem, and Golf Course lift stations. The force mains have diameters between 10 and 20 inches. **5e** is currently conducting the evaluation and preparing the Preliminary Engineering Report. All deadlines have been met and the project is on schedule. Client: City of

Houston. Contact: Akhter Hussain, P.E. Phone No.: 832-395-2294

Ms. Jennifer T. Almerico, P.E. managed the **Pump Station/Lift Station Evaluations** project which modeled The Woodlands water system using KYPipe software, and the subsequent transition to Bentley WaterGEMS. Ms. Almerico evaluated the land development planning data for The Woodlands and calculated the projected water demand for each service area, using an application that integrated with GIS. She made recommendations for pump station upgrades and implemented the purchase and installation of new pumps. She evaluated each lift station service area and performed a condition assessment of the pumps. She performed pump flow monitoring to verify the efficiency of the pumps, and designed replacements where necessary. She worked closely with Operations and Maintenance personnel to achieve optimal results. Client: San Jacinto River Authority. Contact: SuEllen Staggs. Phone: 281-367-9511.

The **Solids Handling Facilities, High Service Pump Station, and Yard Piping, City of Houston Southeast Water Purification Plant** project included preliminary and final design of the solids handling facilities, high service pump station, and yard piping for the City of Houston Southeast Water Purification Plant to increase plant capacity from 120 to 200 mgd. Ms. Almerico prepared recommendations in the preliminary design report, construction cost estimates, equipment selections,

and specifications. This project also included the design of the expansion of the existing Return Flow "A" Pump Station. Calculations were performed to size the thickened sludge distribution chamber, the two thickened sludge truck loading pump stations, the addition of two residual solids thickeners, and the expansion of the High Service Pump Station. A hydraulic analysis of the High Service Pump Station was performed to determine the size of the new pumps, the new layout of the pumps was designed, and a control strategy was provided to the client. Client: City of Houston. Contact: Brent Nicholas (CDM Smith). Phone No. 713-423-7300.

The **Reclaimed Water Pump Station and Sanitary Sewer Lift Station** project included the design and construction of a 525 gpm reclaimed water pump station at the Turkey Creek Wastewater Treatment Plant. The reclaimed water was ultimately used for irrigation purposes. This project also included a 25.5 mgd sanitary sewer lift station on Jones Road, including an access road off Jones Road to the sanitary lift station. For both the lift station and pump station, hydraulic analyses calculations were performed to size the new pumps. Specifications and bidding documents were prepared for the pump station, lift station and 100 linear feet of 10-inch sanitary force main, 70 linear feet of 42-inch sanitary trunk sewer, and 300 linear feet of 8-inch reclaimed water line. Client: City of Bryan, Texas. Contact: Ralph Cox (RPS Klotz). Phone No.: 281-589-7257.

Staff Experience

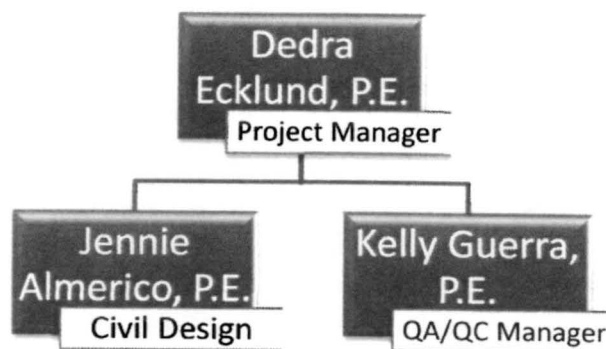
Dedra A. Ecklund, P.E. graduated from Texas A&M University in 2004, she has over 11 years of experience in the design and management of sanitary sewer rehabilitation, utility designs within public utility designs within public right-of-way, drainage channels and detention basins, single-family development, and management of municipal utility districts in the greater Houston area. Ms. Ecklund has been the project manager for several lift station rehabilitation projects in Harris and Montgomery counties. She has been the design engineer for sanitary force main extension projects in Harris County. She understands each client has specific criteria that goes into determining if rehabilitation of a system is cost effective based on the life cycle.

Jennifer T. Almerico, P.E. graduated from Texas A&M University in 1999. She has over 15 years of experience in planning, design, and rehabilitation of water system and wastewater facility infrastructure improvements. She also has extensive experience in water and wastewater operations, capital improvement planning, and asset management. Ms. Almerico initiated and developed a multi-year Wastewater Program to develop a comprehensive assessment of the wastewater system. She led the Program team to ensure the goals and objectives of the Program were met. She communicated and made

presentations to Customer Districts to ensure funding of the Program for future years.

Kelly Humphries Guerra, P.E., PMP – QA/QC Officer

Ms. Humphries graduated Texas A&M University in 2002, she has over 13 years of civil engineering experience including flood control, drainage analysis, channel design, mitigation planning, and storm sewer design. Additionally, she holds a Masters in Business Administration from the University of Tulane and a PMP from the Project Management Institute. Ms. Humphries is the project manager for multiple City of Houston projects.



Financial Stability

Has your Company ever failed to complete any work awarded to it? – 5e has not failed to complete any work awarded to it.

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? – 5e does not have any judgments, claims, arbitration proceedings or suits pending or outstanding against the company or its officers.

Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details. – 5e has not filed any lawsuits or requested arbitration with regard to construction contracts within the last five years.



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 #	<div style="background-color: #cccccc; width: 100px; height: 15px;"></div>		Dun and Bradstreet # 078407543
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	Fivengineering, LLC Year Business was Established <u>2011</u>		
Remittance Address	3535 Briarpark Drive, Suite 210		
City/State/Zip	Houston, Texas 77042		
Physical Address	3535 Briarpark Drive, Suite 210		
City/State/Zip	Houston, Texas 77042		
County	Fort Bend County Other: Harris		
Phone/Fax Number	Phone: 832-800-3483 Fax: 281-888-3938		
Contact Person	Jennie Almerico		
E-mail	jennie@5engineering.com		
Special Notes			
The Company listed above is a (check all that apply and attached certificate).	<input checked="" type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # <u>14-6-12045</u> <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # <u>1452929402800</u> <input checked="" type="checkbox"/> WBE-Women's Business Enterprise Certification # <u>12-06-12045</u> <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		

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

5engineering, llc

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

3535 Briarpark Drive, Suite 210

6 City, state, and ZIP code

Houston, Texas 77042

Requester's name and address (optional)

7 List account number(s) here (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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign
Here

Signature of
U.S. person ▶

Susan Kelly Humphries Huena

Date ▶ 8/13/2015

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.):

Company Name submitting Bid/Proposal: Fivengineering, LLC

Mailing Address: 3535 Briarpark Drive, Suite 210, Houston, Texas 77042

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

****** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes x No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that Fivengineering, LLC is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is Houston, Texas.
[City and State]

EXHIBIT I

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 13th date of August, 2015.

By Kelly Humphries Guerra
(signature)

Kelly Humphries Guerra, P.E.

(typed or printed name)

Principal

(title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(type and identity of program, project or activity)

Exhibit II

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Fivengineering, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (City/County) of Kendleton/Fort Bend.

- A. To ascertain from the Grant Recipient's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Fivengineering, LLC, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Kelly Humphries Guerra
Signature

Principal

Title

August 13, 2015

Date

24 CFR part 135

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION 504 CERTIFICATION

Exhibit III

**POLICY OF NONDISCRIMINATION ON THE BASIS
OF DISABILITY**

The Fivengineering, LLC does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Kelly Humphries Guerra, P.E.

(Address) 3535 Briarpark Drive, Suite 210

Houston, Texas 77042
City State Zip

Telephone Number (832) 800 - 3483 Voice
() - TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

Lift Station Rehabilitation for Lum Road Lift Station #3
Scope of Work
For
City of Kendleton, Texas
For Fort Bend County Community Development

Project Location: Lum Road Lift Station #3 (419 Lum Rd., Kendleton, Texas)

General Scope: The project consists of the preparation of construction cost estimate, a complete design bid package, assistance during the procurement process, and construction phase services. The project includes rehabilitation of the piping, valves, and electrical panels, and replacement of the pumps. The force main and lift station structure will remain the same.

Task 1 (Design Phase Services)

1. Project Kick Off Meeting – Attend one (1) project kick-off meeting by telephone or in person at the Fort Bend County Community Development Offices.
2. Project Schedule – A project schedule has been prepared and is attached to this proposal.
3. Quality Control/Quality Assurance – Perform quality control/quality assurance throughout the project duration on all project deliverables, design calculations, design report methodology, construction drawings, contract documents, technical specifications, an addendum, and construction submittals.
4. Construction Drawings, Contract Documents, and Technical Specifications - Prepare Final construction drawings, contract documents, and technical specifications in accordance with "The Rules of Fort Bend County Texas Governing Water and Wastewater Infrastructure, A Supplement to Fort Bend County's Regulations of Subdivisions Adopted August 27, 2002." and the Texas Commission on Environmental Quality. The Construction Documents will include a temporary bypass pumping plan for uninterrupted operation of the collection system. Address one round of comments from the City of Kendleton (the "City") and Fort Bend County (the "County") and provide the revised construction documents. Project design will be performed in accordance with the following design standards:
 - a. Texas Commission on Environmental Quality (TCEQ)
 - b. Fort Bend County Texas Governing Water and Wastewater Infrastructure
 - c. The Americans with Disabilities Act (ADA) Standards
 - d. The Texas Accessibility Standards (TAS)
 - e. Fort Bend County Drainage Criteria Manual
 - f. Any applicable City of Kendleton Code of Ordinances
 - g. Any other applicable regional, state, and federal guidelines

The project coordination/approval will be done with TCEQ (if required). The contract documents will be prepared for informally receiving three quotes for the construction work. The plans and technical specifications will be prepared in PDF format, based on the existing documents provided by Fort Bend County, updated and under separate cover. The documents provided to Sengineering are the following:

- Design Build Plans for City of Kendleton/Fort Bend County – Sanitary Sewer Improvements Lift Station Rehabilitation Replacement – Boyer, Collaborative Engineering Group, and Othon – 3/20/13.
- Design Build Project Manual for the Rehabilitation and Reconstruction or Replacement of Certain Sanitary Lift Stations – SOQ-12-038 – Boyer, Collaborative Engineering Group, and Othon – 3/27/13.

A performance specification will be prepared for bypass pumping and will consist of the necessary operations to temporarily re-route sewer flows to prevent a sanitary sewer overflow (SSO), and provide adequate and reliable sewer flow at all times during construction. This plan will allow for continuous 100-percent flow diversion up to the expected peak flow volume, with a back-up plan in place. Flow information will be provided by the City and County. The City will receive an electronic copy of the submittal by DropBox and two sets of the construction drawings in 11"x17" for review purposes.

5. Electrical – The subconsultant will prepare the electrical portions for final construction drawings, and technical specifications in accordance with "The Rules of Fort Bend County Texas Governing Water and Wastewater Infrastructure, A Supplement to Fort Bend County's Regulations of Subdivisions Adopted August 27, 2002." and the Texas Commission on Environmental Quality. The plans and technical specifications will be prepared in PDF format, based on the existing documents provided by Fort Bend County, updated and under separate cover. Project design will be performed in accordance with the following design standards:
 - a. Texas Commission on Environmental Quality (TCEQ)
 - b. National Fire and Protection Agency (NFPA) 70 – National Electrical Code (NEC).
6. Construction Cost Estimate – Prepare the engineer's opinion of probable construction cost for the Final submittal.

Task 2 (Procurement Phase)

The Procurement Phase is based on the assumption that the construction cost will not exceed \$49,999. If informal bids exceed this amount, Sengineering may request additional fee for Procurement Phase.

1. Assistance - Assist the City and County Staff during the Procurement Phase. This will include soliciting three bids from no less than three (3) qualified construction companies. Fort Bend County will be responsible for advertisement and compliance with the appropriate advertising rules. *The City will receive an electronic copy of the final submittal by DropBox and five full size sets of the construction drawings.*
2. Addendum – No addenda are anticipated due to the informal bidding process.
3. Recommendation – Review the informal bids and provide an Engineer's Recommendation of Approval letter to the City.

Task 3 (Construction Phase Services)

1. Pre-Construction Meeting – Attend a Pre-Construction meeting at the offices of the City and/or County. Prepare meeting minutes within five (5) business days of pre-construction meeting.

2. Submittals –Review all construction submittals as required by Contract Documents and Technical Specifications. Re-review of submittals as required. Submittals will be reviewed with responses within three (3) business days of receipt.
 - a. Submittals will be reviewed with responses provided to Sengineering within two (2) business days of receipt.
3. Requests for Information – Review and provide responses to Requests for Information (RFI's) during construction duration. All RFI responses will be complete within ten (10) business days of receipt. The City will be notified of any responses requiring additional time.
4. Site Visits and Preparation of Site Observation Reports – The Consultant will visit the site one(1) time during the construction duration and prepare a site observation report for submittal to the City and County. It is anticipated that construction time will take up to two weeks.
5. Change Order Assistance – The Consultant will provide assistance to the City on Change Orders during the construction duration.
6. Substantial Completion Walk-Thru – Attendance at a substantial walk-thru with the contractor and City and County Staff. Prepare an itemized substantial completion punch list for approval by City and County Staff. Verify items on substantial completion punch list are finalized and submit verification to the City.
7. Record Drawings – Prepare record drawings based on any variations that occurred during construction. Variances will be delineated by a red cloud and a description of the variance.
8. Project Start-up – Assist with Project Start-up as requested by the City.

Item	Description / Task	Estimated Manhours							Subtotal (cost \$)	Subs (cost)	Subs (cost+8%)	Other Direct Costs	Total Fee	
		5engineering					Subconsultants							
		Project Mgr. (hrs)	Project Egr. (hrs)	Graduate Egr. (hrs)	CADD (hrs)	Admin. (hrs)	Collaborative Engineering Group	Subtotal (hrs)						
	Raw Salary	\$ 70.00	\$ 50.00	\$ 35.00	\$ 25.00	\$ 25.00								
	Raw Salary Multiplier (3.00)	\$ 210.00	\$ 150.00	\$ 105.00	\$ 75.00	\$ 75.00								
Task 1:														
Design Phase Services														
1.	Project Kick-Off Meeting		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	
2.	Project Schedule		1					1	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	
3.	Quality Control/Quality Assurance	2						2	\$ 420.00	\$ -	\$ -	\$ -	\$ 420.00	
4.	Construction Drawings, Contract Documents, and Technical Specifications							0	\$ -	\$ -	\$ -	\$ -	\$ -	
a.	Coversheet & Notes		2		2			4	\$ 450.00	\$ -	\$ -	\$ 50.00	\$ 500.00	
b.	Update existing drawings with annotations directing the construction (~4 sheets)		3		15			18	\$ 1,575.00	\$ -	\$ -	\$ 100.00	\$ 1,675.00	
c.	Bypass pumping drawing		2		4			6	\$ 600.00	\$ -	\$ -	\$ 25.00	\$ 625.00	
d.	Contract Documents		2	6				8	\$ 930.00	\$ -	\$ -	\$ -	\$ 930.00	
e.	Technical Specifications		4	4				8	\$ 1,020.00	\$ -	\$ -	\$ -	\$ 1,020.00	
5.	Electrical						\$ 2,500.00	0	\$ -	\$ 2,500.00	\$ 2,700.00	\$ -	\$ 2,700.00	
6.	Submittal Meeting		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	
7.	Construction Cost Estimate		1	1				2	\$ 255.00	\$ -	\$ -	\$ -	\$ 255.00	
	Subtotal Design Phase Services	2	19	11	21	0	\$ 2,500.00	53	\$ 6,000.00	\$ 2,500.00	\$ 2,700.00	\$ 175.00	\$ 8,875.00	
Task 2:														
Procurement Phase														
1.	Assistance		3	4				7	\$ 870.00	\$ -	\$ -	\$ -	\$ 870.00	
2.	Addenda		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	
3.	Recommendation		1					1	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	
	Subtotal Procurement Phase	0	6	4	0	0	\$ -	10	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,320.00	
Task 3:														
Construction Phase Services														
1.	Pre-Construction Meeting		3					3	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	
2.	Submittals		3					3	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	
3.	Requests for Information		2					2	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	
4.	Site Visits and Preparation of Site Observation Reports		4					4	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	
5.	Change Order Assistance		1					1	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	
6.	Substantial and Final Completion Walk-Thru		4					4	\$ 600.00	\$ -	\$ -	\$ -	\$ 600.00	
7.	Record Drawings		2		3			5	\$ 525.00	\$ -	\$ -	\$ -	\$ 525.00	
8.	Project Start-up		3					3	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	
	Subtotal Construction Phase Services	0	22	0	3	0	\$ -	25	\$ 3,525.00	\$ -	\$ -	\$ -	\$ 3,525.00	
	TOTAL HOURS	2	47	15	24	0		88	\$ 10,845.00					
	TOTAL COST	\$ 420.00	\$ 7,050.00	\$ 1,575.00	\$ 1,800.00	\$ -	\$ 2,500.00		\$ 10,845.00	\$ 2,500.00	\$ 2,700.00	\$ 175.00	\$ 13,720.00	
		3%	51%	11%	13%	0%	18%	Basic Services (Task 1 - Task 3) Total						\$ 13,720.00

3% 51% 11% 13% 0% 18%

Basic Services (Task 1 - Task 3) Total \$ 13,720.00

TOTAL \$ 13,720.00

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.

Fivengineering
Houston, TX United States

Certificate Number:
2016-81598

Date Filed:
07/08/2016

Date Acknowledged:

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

Ft. 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.

SOQ15-088
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parent, Elizabeth	Houston, TX United States	X	
	Humphries, Susan Kelly	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

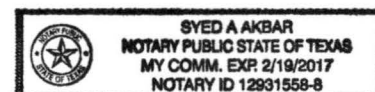
6 AFFIDAVIT

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

Susan Kelly Humphries
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SUSAN KELLY HUMPHRIES this the 8th day of JULY, 20 16, to certify which, witness my hand and seal of office.



[Signature]
Signature of officer administering oath

SYED A AKBAR
Printed name of officer administering oath

NOTARY PUBLIC
Title of officer administering oath

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.

Fivengineering
Houston, TX United States

Certificate Number:
2016-81598

Date Filed:
07/08/2016

Date Acknowledged:
07/26/2016

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Ft. 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.

SOQ15-088
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Parent, Elizabeth	Houston, TX United States	X	
	Humphries, Susan Kelly	Houston, TX 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 of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath