

To: Harris County Commissioners Court
Russell A. Poppe
Through: Russell A. Poppe, P.E., Executive Director, Harris County Flood Control District
Prepared By: Matthew K. Zeve, P.E., Deputy Executive Director, Harris County Flood Control District

Subject: Agreement with Atkins North America, Inc.

Project ID (If applicable): Z100-00-00-Y130

Purpose and Request:

Authorization to execute an agreement for professional services with Atkins North America, Inc. to provide engineering and program management services for the development of a comprehensive asset management program to manage the Harris County Flood Control District's extensive infrastructure portfolio and associated County drainage features. Funds are available in the amount of \$500,000 with partial encumbrance not to exceed \$200,000. (Project ID Z100-00-00-Y130, Agreement No. 2022-03, County-wide).

Background and Discussion:

The purpose of this agreement is to perform an extensive assessment of District infrastructure and deliver a comprehensive asset management program in accordance with direction from Commissioners Court. Atkins was selected through a "Request for Qualifications" in coordination with Harris County Purchasing and this agreement includes a 20% MWBE goal.

Fiscal Impact:

Funding of \$500,000 is available as part of the Districts Operations and Maintenance Budget.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: <i>4a.3 – Engineering Services</i>			
Existing Budget	\$0	\$0	\$0
Additional Appropriation Requested	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0
Funding Sources	\$0	\$0	\$0
Existing Department Budget	\$0	\$0	\$0
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)	\$0	\$0	\$0
HCFCD Operations & Maintenance*	\$0	\$500,000	\$0
Total Sources	\$0	\$500,000	\$0

Alternatives:

The alternative to this agreement being approved is that we will need to seek another consultant for the work to be performed which will cause delays in this important effort.

Alignment with Strategic Objective:

SO1.6 - Continue to provide support to the District's mission by providing HCFCD Management with timely and accurate financial summary reports to ensure prudent financial decisions are made for smooth and effective operations.

SO4.4 - Reducing flooding risks across Harris County by continuing to improve the maintenance and performance of District facilities which includes infrastructure repair management sediment removal projects.

Attachments: Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
(ON-CALL ENGINEERING AND PROGRAM MANAGEMENT SERVICES)**

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and **Atkins North America, Inc.**, a Florida corporation, hereinafter called "Engineer."

R E C I T A L S :

The District desires on-call services of an Engineer from time to time to provide engineering and program management services for the development of a comprehensive asset management program to manage the Flood Control District's flood protection infrastructure portfolio and associated County drainage features, hereinafter called "Professional Services"; and

The Professional Services are within the scope of professional engineering, as defined by state law, and will be provided in connection with the professional employment or practice of persons who are licensed or registered as a professional engineer. The professional engineering services will be performed in accordance with Tex. Occ. Code Ann. §§1001.001, *et. seq.*, as amended. These Professional Services are procured under the Professional Service Procurement Act, Subchapter A, Chapter 2254, Government Code and may be exempted, under Section 262.024, Local Government Code, from competitive requirements; and

All funds available under prior agreements between the parties hereto for on-call services have been allocated toward previously requested services; and

The Engineer represents that it is qualified and desires to perform such services.

NOW, THEREFORE, the District and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

T E R M S :

ARTICLE 1

CHARACTER AND EXTENT OF SERVICES

From time to time during the course of this Agreement, the Executive Director of the District or his designee (the "Director") may deliver to the Engineer written assignments in accordance with this Article for the performance of certain Professional Services as defined above, which services the Engineer shall then perform in accordance with this Agreement.

The District shall have no obligation to pay for any services hereunder that have been rendered without the prior written authorization for such services by the Director and the issuance of a purchase order for such services by the County Purchasing Agent. The written authorization shall specify the services to be performed, a budget amount for such services, and a required completion date for such services. **Notwithstanding any provision of this Agreement which might be read to the contrary, the District shall have no obligation to pay for any services**

in an amount in excess of the funds specified in a purchase order issued by the County Purchasing Agent for such services or in excess of the amount certified by the County Auditor as available for payment under such purchase order. During the course of any services authorized hereunder, the Engineer shall provide the District with written or oral progress reports at such times and in such manner as may be requested by the Director. If it should become evident that the Engineer will not be able to complete any service hereunder by the previously set completion date or within the previously set budget for same, the Engineer shall notify the Director as soon as possible.

The Engineer shall, at no additional charge, maintain a record of each purchase order received under the Agreement and shall provide a status report to the Director upon receipt of each purchase order. The status report shall consist of a spreadsheet, that clearly indicates the project names, purchase order numbers and amounts, the not to exceed limit defined in Article 7 (Limit of Appropriation), and the balance remaining that may be certified as available for additional purchase orders under this Agreement.

ARTICLE 2

TIME OF PERFORMANCE

The Engineer shall perform services hereunder diligently, such that each authorized service shall be completed within the time specified in the written authorization unless a time extension is granted by the Director.

ARTICLE 3

THE ENGINEER'S COMPENSATION

Within thirty days after execution of this Agreement, the District shall have issued an initial purchase order to the Engineer in the amount of \$200,000.00 to perform services assigned during the term of this Agreement in accordance with the terms hereof. Subject to the Limit of Appropriation under Article 7, the District agrees to pay the Engineer according to the following rates:

Position	Maximum Hourly Rate
Principal	\$275.00
Project Director	\$265.00
Senior Project Manager	\$245.00
Project Manager	\$225.00
Associate Project Manager	\$185.00
Senior Engineer IV	\$250.00
Senior Engineer III	\$215.00
Senior Engineer II	\$170.00
Senior Engineer I	\$145.00
Engineer III	\$130.00
Engineer II	\$115.00
Engineer I	\$100.00
Technical Lead	\$275.00
Sr. Software Developer III	\$220.00
Sr. Software Developer II	\$185.00
Sr. Software Developer I	\$150.00
Software Developer II	\$130.00
Software Developer I	\$110.00

<u>Position</u>	<u>Maximum Hourly Rate</u>
Project Controls Manager	\$245.00
Sr Estimator/Scheduler III	\$210.00
Sr Estimator/Scheduler II	\$170.00
Sr Estimator/Scheduler I	\$160.00
Estimator/Scheduler II	\$140.00
Estimator/Scheduler I	\$120.00
CAD Manager	\$160.00
CAD Designer II	\$120.00
CAD Designer I	\$ 90.00
CAD Technician III	\$100.00
CAD Technician II	\$ 85.00
GIS Manager	\$190.00
Senior GIS Analyst III	\$160.00
Senior GIS Analyst II	\$130.00
Senior GIS Analyst I	\$100.00
GIS Analyst II	\$ 90.00
GIS Analyst I	\$ 75.00
Sr Drone Operator	\$160.00
Drone Operator II	\$100.00
Drone Operator I	\$ 90.00
Sr Field Data Collector	\$110.00
Field Data Collector II	\$ 95.00
Field Data Collector I	\$ 75.00
Sr Geomaticist	\$155.00
Sr Survey Field Data Specialist II	\$ 90.00
Sr Survey Field Data Specialist I	\$ 75.00
Geomaticist II	\$105.00
Geomaticist I	\$ 65.00
Sciences Manager	\$215.00
Senior Scientist III	\$180.00
Senior Scientist II	\$150.00
Senior Scientist I	\$125.00
Scientist III	\$110.00
Scientist II	\$100.00
Scientist I	\$ 80.00
Senior Administrative Support	\$100.00
Administrative Support	\$ 85.00
Clerical Support	\$ 70.00
Word Processor	\$ 90.00

Further, it is expressly understood that the Engineer shall neither seek reimbursement nor will the District be obligated to pay normal business costs or expenses. Non-reimbursable costs and expenses include, without limitation, overtime, postage, messenger services, delivery charges, mileage within Harris County, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blueline drawings or photocopies; however, the following costs and expenses may be reimbursed, to the extent such costs and expenses are previously approved in writing by the Director.

<u>Description</u>	<u>Basis of Compensation</u>
A. Authorized subcontracts and payment of required fees as necessary for the completion of required Professional Services and related services as requested under Article 1.	Actual Reasonable Cost.
B. Authorized printing and reproduction in addition to normal photocopying and working drawings.	Actual Reasonable Cost.
C. Extra travel required by the Engineer and authorized by the District to points outside Harris County, including travel, meals, and lodging.	Actual Reasonable Cost.
D. Special equipment and supplies as authorized by the District.	Actual Reasonable Cost.
E. Rental costs for equipment to gain access to project sites.	Actual Reasonable Cost
F. Costs of presentation materials.	Actual Reasonable Cost

It is expressly understood and agreed that the Engineer shall not furnish any of the above services without the prior written authorization of the Director. The District shall have no obligation to pay for such services which have been performed without the prior written authorization of the Director as hereinabove provided.

At the option of the Director, the Director may also issue work authorization(s) for performance of specified professional services to be compensated on a lump sum basis upon acceptance by the Engineer. If a work authorization specifies payment on a lump sum basis for certain services, the hourly rates set out above shall not apply. In addition, where work performed pursuant to a work authorization is to be compensated on a lump sum basis, the budget for same shall not be increased pursuant to Article 1 or Article 3 of this Agreement, except to the extent that additional services are assigned to be performed by the Engineer by further written authorization from the Director.

ARTICLE 4

TIME OF PAYMENT

During the performance of the services provided herein, at intervals of not fewer than thirty (30) days each, the Engineer shall submit to the District a statement sworn to by the Engineer or an officer of the Engineer, in a form acceptable to the Harris County Auditor and in compliance with Article 3, setting forth the services completed and the compensation due for the same that have not been previously billed or paid. All hourly charges shall be itemized on the basis of the hourly rates and shall be certified in writing by the Engineer to be true and correct. The Director and the Harris County Auditor shall approve each statement after review, with such modifications as may be deemed appropriate. The District shall pay each statement approved within thirty (30) days after approval by the Director and the Harris County Auditor, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the Engineer to the point indicated by such statement, or of the receipt of or acceptance by the District of the work covered by such statement. The Engineer shall in no case submit an invoice for less than \$500.00, except where the invoice is for the final payment.

Time sheets corroborating the information provided in the statement, signed by individuals performing services under this Agreement and their supervisor(s), showing the name of each individual performing services hereunder, the date or dates that he or she performed said services, his or her hourly rate, the total amount billed for each individual, and the total amount billed for all individuals, and including such other details as may be requested by the Harris County Auditor for verification purposes, shall be kept and maintained by the Engineer for a period of five (5) years after the completion of performance hereunder. The Director and/or the Harris County Auditor shall have the right, after giving written notice, to review any and all documents or other data in the custody of the Engineer, in connection with any statement submitted by the Engineer to the District for approval and payment by the District.

ARTICLE 5

TERMINATION

The District may terminate this Agreement at any time by notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The District shall then pay the Engineer the prescribed charges for such services actually performed under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, drawings and specifications prepared under this Agreement shall be delivered to the District when and if this Agreement is terminated.

ARTICLE 6

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the District or the Engineer at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Engineer: Atkins North America, Inc.
 200 Westlake Park Blvd. Suite 200
 Houston TX, 77079
Attention: Brett L. Sachtleben, P.E., CFM

To the District: Harris County Flood Control District
 9900 Northwest Freeway
 Houston, TX 77092
Attention: Executive Director

Either party may designate a different address by giving the other party ten days written notice.

ARTICLE 7

LIMIT OF APPROPRIATION

The Engineer has been advised by the District, and the Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District has available the maximum sum of \$200,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that the maximum compensation the Engineer may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Engineer hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Article and certified as available therefor by the County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent in this amount, except to the extent that additional funds are certified as available in accordance with purchase orders issued pursuant to Article 1. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$500,000.00.

If the Professional Services and charges to be provided for will equal or exceed the amount certified available, the Engineer shall notify the District immediately. If the amount certified is depleted prior to the end of the term of this Agreement, the Engineer may terminate all Professional Services upon the total depletion of the certified funds unless the District certifies additional funds, as evidenced by a written amendment to this Agreement and the purchase order, in which event the Engineer shall continue to provide the approved Professional Services herein specified to the extent funds are available.

ARTICLE 8

SUCCESSORS AND ASSIGNS

The District and the Engineer 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 such other party, in respect to all covenants of this Agreement. Neither the District nor the Engineer shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

ARTICLE 9

COMPLIANCE AND STANDARDS

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Engineer's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Engineer's performance. The Engineer represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that he shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2270.002, the Engineer warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Engineer represents and certifies that, at the time of execution of this Agreement, the Engineer (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Engineer engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

ARTICLE 10

PUBLIC CONTACT

Contact with the news media, citizens of Harris County, the State of Texas or other governmental agencies shall be the responsibility of the District. Under no circumstances shall the Engineer release any material or information developed in the performance of its services hereunder without the express prior written permission of the District.

ARTICLE 11

LICENSE REQUIREMENTS

The Engineer shall have and maintain any licenses or certification required by the State of Texas or recognized professional organization governing the services performed under this Agreement.

ARTICLE 12

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The District shall be the absolute and unqualified owner of any information, programs, Mylar reproductions, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, computations, computer input/output information, and other documents or materials prepared pursuant to this Agreement, including source codes therefor, with the same force and effect as if the District prepared the same. The District shall have an exclusive and perpetual copyright in and to any and all materials produced for the District pursuant to this Agreement and the Engineer shall convey and assign, and does hereby convey and assign, to the District all right, title, and interest, including but not limited to copyright, the Engineer may have or may acquire in and to such materials. The Engineer agrees that work performed hereunder for the District will be deemed to have been done, to the extent authorized by law, on a "works made for hire" basis. In the event and to the extent such works are determined not to constitute "works made for hire" as that term is understood in copyright law, the Engineer hereby irrevocably assigns and transfers to the District all right, title, and interest in and to such works, including, but not limited to, copyrights. The Engineer agrees to promptly deliver to the District copies, in a form acceptable to the Director, of any and all such information, programs, Mylar reproductions, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, documents, materials and/or data, including the source codes therefor, upon request from the District. Copies of all complete or partially complete information, programs, Mylar reproductions, plans, preliminary layouts, sketches, reports, cost estimates, inventions, software, firmware, designs, computer applications, and other documents and materials, including source codes therefor, prepared pursuant to this Agreement, shall also be delivered to the District when and if the Agreement is terminated, or upon completion of performance hereunder, whichever occurs first. The Engineer may retain one (1) set of reproducible copies of such documents and materials, but such copies shall be for the Engineer's use in the preparation of studies or reports for the District only. The Engineer is expressly prohibited from selling, licensing, or otherwise marketing or donating such documents or materials, or using the same in the preparation of work for any other client without the express written permission of the Director. The Engineer does not intend or represent that construction

documents or materials will be suitable for reuse. If the District reuses the same, such action shall be at the District's risk and without liability to the Engineer. If the Engineer furnishes partially complete plans, layouts, sketches, specifications, or other documents and materials by virtue of termination under Article 5 above, the Engineer shall not be held accountable or responsible for the completeness of any document or material so produced.

ARTICLE 13

INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONTRACTORS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE DISTRICT, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

ARTICLE 14

CERTIFICATE OF INTERESTED PARTIES

In compliance with Government Code § 2252.908, the Consultant must submit a completed Certificate of Interested Parties Form 1295, including an unsworn declaration and the Certification of Filing, printed after completing the electronic filing requirements on the Texas Ethics Commission website (see www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), to the District along with this signed Agreement.

ARTICLE 15

CONFLICT OF INTEREST CERTIFICATION

The Engineer certifies that the Engineer has complied with Chapter 176 of the Texas Local Government Code by completing and filing any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us/forms/CIQ.pdf). If this certification is materially incomplete or inaccurate, the Engineer acknowledges that the District shall have the right to terminate this Agreement without prior notice.

ARTICLE 16

INSURANCE REQUIREMENTS

Coverage and Limits. During the Term of this Agreement and any extensions thereto, the Engineer at its sole cost and expense shall provide insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. As a minimum, the Engineer shall provide and maintain the following coverage and limits:

(a) Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, United States Longshore & Harbor Workers Compensation Act and other endorsements, if applicable to the project, and in accordance with state law.

Employers' Liability

(i)	Each Accident	\$1,000,000
(ii)	Disease – Each Employee	\$1,000,000
(iii)	Policy Limit	\$1,000,000

(b) Commercial General Liability, including but not limited to, the coverage indicated below. This policy will provide coverage for personal and bodily injury, including death, and for property damage, and include an endorsement for contractual liability. Coverage shall not exclude or limit the Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the District may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *The District shall be named Additional Insured on primary/non-contributory basis.*

(i)	Each Occurrence	\$1,000,000
(ii)	Personal and Advertising Injury	\$1,000,000
(iii)	Products/Completed Operations	\$1,000,000
(iv)	General Aggregate (per project)	\$2,000,000

(c) Professional Liability/Errors and Omissions, in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

(d) Umbrella/Excess Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. *The District shall be named Additional Insured on primary/non-contributory basis.*

(e) Automobile Liability insurance to include the Engineer's liability for death, bodily injury, and property damage resulting from the Engineer's activities covering use of owned, hired, and non-owned vehicles, with combined single limit of not less than One Million Dollars (\$1,000,000) for each accident. *The District shall be named Additional Insured on primary/non-contributory basis.*

(f) Any other coverage required of the Engineer pursuant to statute.

Delivery of Policies. Immediately upon execution of this Agreement and before any services are commenced by the Engineer, the Engineer shall provide the District evidence of all of the above coverage on forms and with insurers acceptable to the District. The Engineer must maintain a valid Certificate of Insurance as described herein on file with the District at all times during the term of this Agreement. The Engineer must either (1) mail the Certificate of Insurance to the District at 9900 Northwest Freeway, Houston, TX 77092, Attn: Contract Management or (2) submit it by email to HCFCD_AdminServices@hcfcd.hctx.net.

Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

Certificates of Insurance. The Engineer shall provide unaltered Certificates of Insurance which evidence the required coverage and endorsements and satisfy the following requirements:

- (a) Be less than 12 months old;
- (b) Include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and an authorized signature;
- (c) Include the project name and reference numbers and indicate the name and address of the Project Manager in the Certificate Holder Box; and
- (d) Be appropriately marked to accurately identify:
 - (i) All coverage and limits of the policy;
 - (ii) Effective and expiration dates;
 - (iii) Waivers of subrogation, endorsement of primary insurance and additional insured language, as described herein.

Certified Copies of Policies and Endorsements. Upon request, the Engineer shall furnish certified copies of insurance policies and endorsements to the District.

Renewal Certificates. Renewal certificates are due to the District at least thirty (30) days prior to the expiration of the current policies.

Subcontractors. If any part of the Agreement is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the Agreement. The Engineer shall furnish evidence of such insurance to the District as well.

Additional Insured. The Engineer shall include the District and its respective officers, directors, agents, and employees as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability insurance certificates. The Engineer's coverage shall be primary insurance to any similar insurance maintained by the District and must contain an endorsement stating such. Coverage to the District as an Additional Insured on any of the Engineer's insurance coverage shall not be subject to any deductible.

Deductibles. The Engineer shall be responsible for and pay any claims or losses to the extent of any deductible amounts applicable under all such policies and waives any claim it may have for the same against the District, its officers, directors, agents, or employees.

Claims-made Policies. All insurance policies written on a claims-made basis, including Professional Liability/Errors and Omissions, shall be maintained for a minimum of two (2) years following completion of all services under this Agreement ("Extended Reporting Period"). The Engineer shall obtain or maintain full prior acts coverage at least to the effective date of this Agreement in the event of a carrier or policy change.

Waiver of Subrogation. The Engineer waives any claim or right of subrogation to recover against the District, its officers, directors, agents, and employees ("Waiver of Subrogation"). Each policy required under this Agreement must contain a Waiver of Subrogation endorsement.

Notice of Cancellation, Non-Renewal, or Material Change. The Engineer shall provide the District with thirty (30) days' minimum written notification in the event of cancellation, non-renewal, or material change to any or all of the required coverage.

Remedies for Noncompliance. Failure to comply with any part of this Article is a material breach of this Agreement. The Engineer could immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further services, or be terminated from this Agreement for any lapse in coverage or material change in coverage which causes the Engineer to be in noncompliance with the requirements of this Article.

ARTICLE 17

ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. The recitals of this Agreement are intended to and shall be incorporated into the terms hereof.

ARTICLE 18

AUTHORITY OF DIRECTOR

The Director shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Engineer. The Director's decision shall be final. It is mutually agreed by both parties that the Director shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the Director in such shall be final and binding alike on both parties hereto. But nothing contained in this Article shall be construed to authorize the Director to alter, vary or amend any of the terms or provisions of this Agreement.

ARTICLE 19

MERGER

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 20

MEET CONTRACT GOAL

The Engineer will comply, and will assist the District in complying, with the Harris County Minority- and Woman-Owned Business Enterprise Program Policy in the performance of this Agreement. The Engineer will meet or make Good Faith Efforts to meet the Contract Goal for this Agreement. The Engineer has proposed a Utilization Plan, attached hereto as Exhibit "A," to achieve the Contract Goal. In carrying out these obligations, the Engineer will not discriminate on the basis of race, ethnicity, or sex.

ARTICLE 21

EXECUTION

The District executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Harris County, Texas, so authorizing. This Agreement shall not become effective until executed by all parties hereto.

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:

By _____
MITZI TURNER
Assistant County Attorney

By _____
LINA HIDALGO
County Judge

ATTEST:

DocuSigned by:


LUKE E LeBas

Name

Vice President

Title

ATKINS NORTH AMERICA, INC.

DocuSigned by:


Brett Lee Sachtleben

Name

Division Manager

Title

EXHIBIT A

ATKINS

Attachment k.

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M/WBE UTILIZATION PLAN

The M/WBE *Utilization Plan* must be completed and submitted by the time specified in the solicitation documents. If the goal was not achieved, good faith efforts documentation must be submitted with the *Utilization Plan*. All questions in the Good Faith Efforts Checklist MUST be completed and submitted with the *Utilization Plan* if the goal is not met. Attach additional sheets as necessary.

Section I — Project Identification and Goal

Professional Engineering Services for Asset Inventory, Condition

Project Name	Assessment, and Comprehensive Lifecycle Program for HCFCD
Solicitation Number	Job No. 21/0015

Project Goal	
M/WBE	20%

Section II — Prime Company Information

Name of Company	Atkins North America, Inc.
Address	200 Westlake Park Boulevard, Suite 1100
City, State Zip	Houston, Texas 77079
Phone	713.576.8500
Name of Contact Person	Brett Sachtleben, PE, CFM, Division Manager
Email address for Contract Person	Brett.Sachtleben@atkinsglobal.com
Telephone number for Contract Person	281.529.4190
Is prime company M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Utilization Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Utilization Plan* shall become a part of my contract with Harris County.

Brett Sachtleben, PE, CFM, Division Manager

Name and Title of Authorized Representative



Signature

February 22, 2021

Date

For County Use Only:

I have reviewed this Utilization Plan and found that the Proposer HAS or HAS NOT complied as per the County M/WBE Policy.

Reviewer _____

Date: _____

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Section III- Utilization Plan Summary

Goals: Proposed Participation	
MBE(s)	%
WBE(s)	20 %
Non-Certified Subcontractor(s)	15 %

Proposer's own participation in project (less any amount subcontracted):

Percentage: 65%

Is the stated M/WBE goal of the solicitation met? (If no, attach Good Faith Efforts checklist and documentation of good faith efforts)

Yes ☒ No ☐

For County Use Only:

Verified Goal attainment:

MBE _____% WBE _____%

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**Section IV — Disclosure of M/WBE
Participation**

Name of MBE/WBE Certified Firm	Lumenor Consulting Group, Inc.
Certified by: * Certification provided on pages 78-79	Texas Unified Certification Program / TxDOT*
Address/ City / State / Zip	7515 Inwood Drive, Houston, TX 77063
Name of Contact Person	Kevin Leck, Director, Enterprise Asset Management
Email address for Contract Person	KLeck@LumenorConsulting.com
Telephone number for Contract Person	713.206.3477
Percent of Subcontract	10%
Description of services	Business Process Transformation
6-digit NAICS code for work to be performed	541511

Name of MBE/WBE Certified Firm	Gradient Group, LLC
Certified by: ** Certification provided on page 80	City of Houston**
Address/ City / State / Zip	2107 CityWest Blvd., Suite 450, Houston, TX 77042
Name of Contact Person	Stephanie Anderson, PE, President
Email address for Contract Person	sanderson@gradient-group.com
Telephone number for Contract Person	832.779.5700
Percent of Subcontract	10%
Description of services	Criteria and Inspection Plan, Desktop Assessment, Field Assessment
6-digit NAICS code for work to be performed	541330

Name of MBE/WBE Certified Firm	
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

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Attachment k.
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SECTION V — Disclosure of Non-Certified Sub-consultants
Duplicate As Needed

Name of Non-Certified Firm	DJ&A, P.C.
Certified by:	N/A
Address/ City / State / Zip	1526 Cole Blvd., Suite 370, Lakewood, CO 80401
Name of Contact Person	Perry Palmer, Office Manager
Email address for Contract Person	perry@djanda.com
Telephone number for Contract Person	720.768.6385
Percent of Subcontract	15%
Description of services	Integration with HCFCD Systems, Dashboards and Reports, Cost Estimating
6-digit NAICS code for work to be performed	518210

Name of Non-Certified Firm	
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

Name of Non-Certified Firm	
Certified by:	
Address/ City / State / Zip	
Name of Contact Person	
Email address for Contract Person	
Telephone number for Contract Person	
Percent of Subcontract	
Description of services	
6-digit NAICS code for work to be performed	

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SECTION VI — Good Faith Efforts CHECK LIST

If the M/WBE goal was not achieved, the good faith efforts checklist and documents must be submitted with the proposal. Failure to do so will render the proposal non-responsive and cause it to be rejected. Additional efforts after proposal submission will not be considered in determining award of this contract. Attach additional sheets as necessary.

___Solicited through reasonable and available means (*e.g.*, written notices, advertisements) M/WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond. **Attach detailed Contacts Log, including date, method of contact, person contacted and contact information, and the result of the contact.**

___Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage M/WBEs to submit proposals or bids. **Attach evidence of information provided, including the date, *e.g.*, letters, e mails, telephone logs, etc.**

___Negotiated in good faith with interested M/WBEs that have submitted proposals or bids and thoroughly investigated their capabilities. Evidence of such negotiations includes the names, addresses and telephone numbers of M/WBEs with whom the vendor negotiated; a description of the information provided to M/WBEs regarding the work selected for subcontracting; and explanations as to why agreements could not be reached with M/WBEs to perform the work.

___Selected those portions of the contract consistent with the available M/WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate M/WBE participation even when the proposer would prefer to perform those scopes with its own forces. **Provide description of work selected.**

___Made efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the County or the vendor for performance of the contract (if applicable).

___Effectively used the services of M/WBE assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of M/WBEs.

N/A - Atkins will meet the 20% M/WBE requirement.

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ATKINS

10/27/2020

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Certified Profile

CLOSE WINDOW [Print](#)

Business & Contact Information

BUSINESS NAME	Five23 Group, Inc., DBA Lumenor Consulting Group, Inc.
OWNER	Mrs. Bridgette Beato
ADDRESS	2111 Commerce Street Alpharetta, GA 30009 Map This Address
PHONE	404-918-9078
EMAIL	dbe@lumenorconsulting.com
WEBSITE	http://www.lumenorconsulting.com
COUNTY	Fulton (GA)

Certification Information

CERTIFYING AGENCY	Texas Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Custom Computer Programming Services Computer Systems Design Services Administrative Management and General Management Consulting Services Marketing consulting services Transportation management consulting services Telecommunications management consulting services Security consulting services Marketing Research and Public Opinion Polling Computer Training Professional and Management Development Training

Commodity Codes

Code	Description
NAICS 541511	Custom Computer Programming Services
NAICS 541512	Computer Systems Design Services
NAICS 541519	Other Computer Related Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services
NAICS 541614	Transportation management consulting services

<https://txdot.txdotcms.com/FrontEnd/SearchCertifiedDirectory.asp?XID=6225&TN=txdot>

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NAICS 541618	Telecommunications management consulting services
NAICS 541690	Security consulting services
NAICS 541910	Marketing Research and Public Opinion Polling
NAICS 611420	Computer Training
NAICS 611430	Professional and Management Development Training

Additional Information

WORK DISTRICTS/REGIONS All work districts/regions

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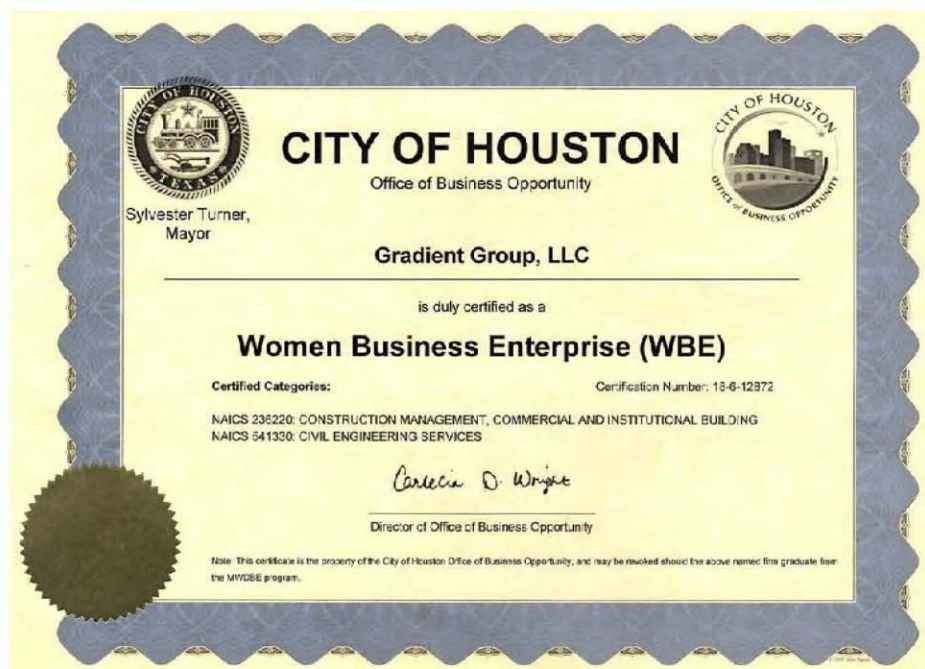
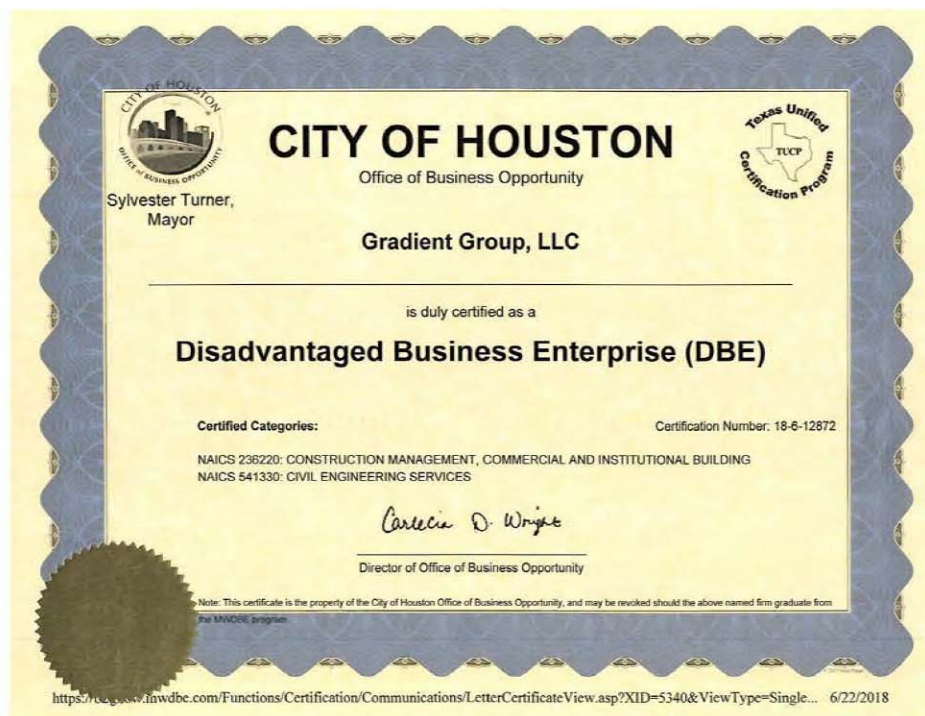
<https://txdot.txdotems.com/FrontEnd/SearchCertifiedDirectory.asp?XID=6225&TN=txdot>

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ASSET INVENTORY, CONDITION ASSESSMENT, AND COMPREHENSIVE LIFECYCLE PROGRAM FOR HCFCD | JOB NO. 21/0015

SECTION II 79

ATKINS



PF73824.0RL0021

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2019 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND
 ATKINS NORTH AMERICA, INC.**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that:

1. The procurement of professional services under the Agreement is hereby exempt, pursuant to Section 262.024, Local Gov't Code, from competitive requirements.
2. The Agreement is granted and the County Judge of Harris County or her designee is authorized to execute an Agreement with Atkins North America, Inc. for engineering and program management services for the development of a comprehensive asset management program to manage the Flood Control District's flood protection infrastructure portfolio and associated County drainage features, with an initial purchase order of \$200,000.00 and a maximum sum of \$500,000.00, being subject to the issuance of purchase orders for such services, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.
3. All Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.