


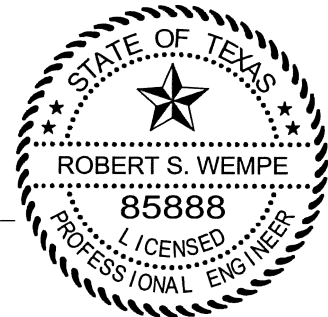
Harris County Municipal Utility District No. 136
August 13, 2020 Board Meeting
Engineer's Report

a. **Status of Water Plant Electrical Improvements – Andrew-Jordan Industrial LLC**

Work has started but no pay estimate has been submitted for the month. Attached is proposal from Tolunay-Wong Engineers in the amount of \$3,550 for material testing and lab services for the subgrade of the foundation and concrete work.

Engineer's Report Prepared by: _____


Robert S. Wempe, P.E.
Pape-Dawson Engineers, Inc.
TBPE Reg. No. 470



Tolunay-Wong Engineers, Inc.

10710 S. Sam Houston Pkwy W., Suite 100 * Houston, TX 77031 * Phone (713) 722-7064* Fax (713) 722-0319

July 10, 2020
TWEI Proposal No: P20-C275

Harris County Municipal Utility District No. 136
c/o Pape-Dawson Engineers, Inc.
10350 Richmond Ave., Suite 200
Houston, TX 77042
Email: BWempe@pape-dawson.com

Attn: Mr. Bob Wempe, P.E.

PROPOSAL FOR CONSTRUCTION MATERIAL TESTING SERVICES ELECTRICAL EQUIPMENT BUILDING FOR HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 136 WATER PLANT HARRIS COUNTY, TEXAS

Dear Mr. Wempe:

Tolunay-Wong Engineers, Inc. (TWE) appreciates the opportunity to submit this proposal to provide construction material testing services for the mentioned project. This proposal outlines a scope of services, unit rates and an estimated cost of services.

Scope of Services

The scope of services covered in this proposal includes, but are not limited to the following:

- Observe proof-roll, subgrade
- Field density /moisture testing; backfill, fill
- Compressive strength tests, cement stabilized sand
- Concrete monitoring and testing
- Related laboratory testing and sample pick-up services

Estimated Cost of Services

The following are our unit rates and recommended budget for the project.

<u>Service</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
Engineering Technician	50	\$47 hr	\$2,350.00
Atterberg Limits	1	50 ea	50.00
Moisture/Density Relations	1	150 ea	150.00
Material Finer than No. 200 Sieve	1	45 ea	45.00

<u>Service</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
Cement Stabilized Sand Cylinders	4	45 ea	180.00
Concrete Cylinders	12	18 ea	216.00
Nuclear Density Device	2	50 day	100.00
Vehicle Charge	8	58 day	464.00
	Total		\$3,555.00

Our estimate is based on time and materials. Actual billings may vary with construction progress. A minimum charge of 4 hours applies to all field work.

Proposal Acceptance

If this proposal meets with your approval, please sign the attached "Agreement for Testing Services" or send us your standard contract agreement. We can begin work with your verbal authorization.

Closing Remarks

Again, we would like to express our appreciation for the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.

TBPE Firm No. F-124



John January
Vice President

Enclosures: Agreement for Testing Services

AGREEMENT FOR TESTING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between TOLUNAY-WONG ENGINEERS, INC., hereinafter referred to as COMPANY, and Harris County Municipal Utility District No. 136 hereinafter referred to as CLIENT.

This AGREEMENT between the parties consists of the terms and conditions set forth herein, the attached PROPOSAL identified as Proposal No. P20-C275 dated July 10, 2020 for the following project.

Electrical Equipment Building for Harris County Municipal Utility District No. 136 Water Plant
Harris County, Texas

and any exhibits of attachments noted in the PROPOSAL. Together these elements will constitute the entire AGREEMENT. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

Services performed by the COMPANY under this AGREEMENT are expected by the CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

CONSTRUCTION MONITORING

For the specified assignment, the COMPANY will report observations and data to the CLIENT. No action of the COMPANY or COMPANY's site representative can be construed as altering any AGREEMENT between the CLIENT and others. The COMPANY will report any observed work to the CLIENT which, in the COMPANY's opinion, does not conform with plans and specifications. The COMPANY has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, the COMPANY's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

The COMPANY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or Agreement of the CLIENT, or safety precautions and programs incident thereto.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT warrants that a reasonable effort to inform COMPANY of known or suspected hazardous materials on or near the project site has been made.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. COMPANY and CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. COMPANY and CLIENT also agree that the discovery of hazardous materials may make it necessary for COMPANY to take immediate measures to protect health and safety. CLIENT agrees to compensate COMPANY for any equipment decontamination or other costs incident to the discovery of hazardous waste.

COMPANY agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold COMPANY harmless for any and all consequences of disclosures made by COMPANY which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the AGREEMENT, CLIENT waives any claim against COMPANY, and to the maximum extent permitted by law, agrees to defend, indemnify, and save COMPANY harmless from any claim, liability, and/or defense costs for injury or loss arising from COMPANY's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by the COMPANY which are found to be contaminated, however, COMPANY will, at CLIENT's request, provide the necessary professional services for disposal of such samples.

INDEMNIFICATION

COMPANY agrees to indemnify and save CLIENT harmless from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of COMPANY, its agents, employees or Contractor's affiliates in connection with COMPANY's work.

CLIENT agrees to indemnify and save COMPANY harmless from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CLIENT, its agents, or employees in connection with COMPANY's work.

If the negligence or willful misconduct of both COMPANY and CLIENT (or person identified above for whom each is liable) is the sole cause of such damage or injury, the loss, cost, or expenses shall be shared between COMPANY and CLIENT in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

DEVIATION FROM STANDARDS OR METHODS

The COMPANY may deviate from a specified standard or method when directed by CLIENT or when conditions do not warrant adherence to a standard or method. Any deviation from a standard or method will be reported and stated accordingly.

CLIENT CONFIDENTIALITY

CLIENT agrees that the COMPANY may list and post project information in its reporting and or marketing materials unless CLIENT requests in writing to the COMPANY that CLIENT and project information is to remain confidential.

LIMITATION OF LIABILITY

The remedies stated in the contract are exclusive and in no event shall the liability of COMPANY or its subcontractors or suppliers of any tier to COMPANY whether in contract, warranty, tort (including negligence or strict liability) or otherwise for the performance or breach of the contract or anything done in connection therewith exceed the values set forth in the insurance limits.

WAIVER OF CONSEQUENTIAL DAMAGES

Whether due to delay, breach of contract or warranty, tort (including negligence and strict liability) or otherwise, neither COMPANY nor its subcontractors or suppliers of any tier shall be liable for any special indirect, incidental, or consequential damages of any nature, including, without limitation, CLIENT's loss of actual or anticipated profits or revenues, loss by reason of shutdown, nonoperation, or increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment of CLIENT, or claims of customers of the CLIENT.

BILLING AND PAYMENT

CLIENT will pay COMPANY the lump sum amount indicated in the PROPOSAL or, if no lump sum amount is indicated, in accordance with the unit rates and Schedule of Fees, as shown in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by COMPANY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify COMPANY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid within thirty (30) days of date of invoice.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to COMPANY per COMPANY's current fee schedules. In the event CLIENT fails to pay COMPANY within sixty (60) days after invoices are rendered. CLIENT agrees that COMPANY will have the right to consider the failure to pay the COMPANY's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, COMPANY will be paid for services performed prior to the date of termination.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.


If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed by the CLIENT below.

Harris County Municipal Utility District No. 136
CLIENT

Tolunay-Wong Engineers, Inc.
COMPANY

By: _____


By: _____
John January

Date

July 10, 2020
