

**FIRST AMENDMENT TO THE PROFESSIONAL ARCHITECTURE SERVICES
AGREEMENT BETWEEN HARRIS COUNTY AND PGAL, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Master Agreement is made and entered into by and between **Harris County** (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through its Office of the County Engineer (“Department”), and **PGAL, Inc.** (“Architect”), a corporation doing business under the laws of the State of Texas. County and Architect are known individually as “Party” and collectively as “Parties.”

Recitals

On or about January 9, 2025, the County and Architect entered into an Agreement (CAO File Number 24GEN3367) (“Master Agreement”) for Professional Architecture Services to develop Harris County Downtown Facilities Masterplan located in Harris County, Precinct 1, with a maximum appropriation of \$507,120.00 (“Project”).

The Parties have agreed that the Professional Architecture Services are required to complete the Project. Therefore, the Parties desire to amend the Master Agreement for the first time to reduce the scope of work and the cost associated with the scope, therefore the limit of appropriations from a maximum appropriation of \$507,120.00 reduced to \$327,690.00 (UPIN 24035MF3JF01) (“First Amendment”).

Terms

1) CONTRACT CONSTRUCTION

This First Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Five Hundred Seven Thousand One Hundred Twenty and 00/100 Dollars (\$507,120.00), the County hereby amends the Master Agreement to reduce the total amount by One Hundred Seventy-Nine Thousand Four Hundred Thirty and 00/100 Dollars (\$179,430.00), bringing the total amount of funds certified as available under the Master Agreement to Three Hundred Twenty-Seven Thousand Six Hundred Ninety and 00/100 Dollars (\$327,690.00). Architect understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Architect may become entitled to under the Master Agreement shall be **Three Hundred Twenty-Seven Thousand Six Hundred Ninety and 00/100 Dollars (\$327,690.00)**. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County’s liability under the terms and provisions of the Master Agreement and this First Amendment is limited to said sum; and when all the funds so certified are expended,

Architect's sole and exclusive remedy shall be to terminate the Master Agreement and this First Amendment.

3) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

4) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

PGAL, INC.

By: Cheryl Gajeske
Cheryl Gajeske, AIA
Executive Vice President
Date: 7/22/2025

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: Stanley Sun
Stanley Sun
Assistant County Attorney
C.A. File 25GEN1960


Office of the County Engineer

1111 Fannin Street – 11th Floor
Houston, TX 77002

**Dr. Milton Rahman, PhD, P.E., PMP, CFM,
ENV SP**

Executive Director & County Engineer

**Downtown Master Plan (DMP)
Architect Scope of Services**

The Office of the County Engineer, “OCE”, is undertaking a comprehensive master planning initiative, identified as the Downtown Masterplan, “Masterplan”, for its downtown departments. This initiative encompasses both short-term and long-term planning horizons and aims to strategically coordinate departmental facility needs, site utilization, and supporting infrastructure.

The scope includes:

1. Development of short-term master plans for downtown departmental facilities and supporting parking infrastructure.
2. Formulation of a long-term master plan that projects future departmental growth and parking demands for 10, 15 and 20 years.
3. Preparation and presentation of preliminary plans, analysis, and implementation strategies to OCE to be presented at Commissioner’s Court.

All new facilities and alterations to existing structures, whether owned or leased by Harris County, must comply with OCE *Standards and Design Criteria* and the *Harris County Climate Action Plan*. As part of your agreement, the Architect, and their consultants are required to adhere to the standards and design criteria of this document as it provides additional background on certain design requirements.

The *Standards and Design Criteria* and *Harris County Climate Action Plan* are not a substitute for the technical competence expected of a design professional. It shall be used in conjunction with the specific building program for each project, which delineates all project information, such as number and sizes of building spaces, and requirements for mechanical, electrical and other operating systems etc. It is imperative that each building and/or project be designed so that all components comprise an integrated solution, so that operation of the facility, energy efficiency and other criteria may be maximized.

This document is not intended to assume responsibility for the Architect (or its organizations) duty to know and understand all governing requirements. Instead, it is intended to bring attention to design issues for consideration by Architects, and their consultants during the design of an OCE project.

OCE requires Architects and Engineers to provide design services in accordance with all current laws, statutes, ordinances, building codes, rules and regulations applicable to the design of the

project.

Additional design issues that may need to be addressed that are not covered in this document, for a particular project will be addressed during project meetings.

General Requirements and Architect Responsibilities:

THE ARCHITECT WILL SUPPORT THE MASTERPLAN EFFORT UNDER THE CONTINUOUS DIRECTION, OVERSIGHT, AND APPROVAL OF OCE. ALL WORK PERFORMED IS STRICTLY SUPPORTIVE IN NATURE AND SUBJECT TO VERIFICATION, REVISION, AND FINAL APPROVAL BY OCE.

All planning activities, deliverables, and recommendations must align with OCE's priorities, standards, and long-term vision for the development of the downtown landscape.

Architect will attend all meetings with OCE regarding the Masterplan, including preparation of meeting agenda and distribution of meeting notes to all concerned parties within 5 days of each meeting.

The Architect's Basic Services includes all disciplines, all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Masterplan in accordance with OCE's requirements, applicable codes and standards.

The Architect is responsible for coordinating the work of all its consultants to assure that their services are appropriate for and adequately incorporated into the design of the Masterplan. OCE reserves the right, in its sole discretion, to reject the employment by Architect of any consultant for the Masterplan to which OCE has a reasonable objection. Architect, however, will not be required to contract with any consultant to which it has a reasonable objection.

The Architect, as part of Basic Services, will engage a recognized and specialized construction cost estimating consultant acceptable to OCE to prepare detailed Construction Cost Estimates of the Masterplan in a form acceptable to OCE following the Construction Specifications Institute (CSI) format. Updated Estimates will be included with the submission for review at completion of each milestone submission.

The Architect will incorporate into the documents such corrections and amendments as OCE requests, unless the Architect objects in writing and receives OCE's consent not to make the changes. The Architect will be responsible for any damages incurred by OCE that are caused by Architect's failure to incorporate requested corrections and amendments to the documents.

Architect will consolidate OCE review comments and provide a response for each review comment on a form acceptable to OCE.

The Architect will not proceed to any phase of design not expressly authorized in writing by OCE, except at the Architect's own financial risk.

The Architect will provide formal communications through e-Builder for submissions of invoices,

studies, drawings, reports and documents.

Formats must include:

- PDF with bookmarks, index, and page numbers.
- Cost estimates in both PDF and Excel formats.
- Drawings in PDF and DWG (plus native files).
- If required, provide hard copies to be submitted per milestone as specified by OCE.

Additional services are to be approved in writing by OCE prior to start of work. Any work completed before OCE's written approval is at the Architect's risk.

A. Data Procurement

OCE Responsibilities:

1. Conduct surveys to collect *Current Requirements* and *Future Requirements* from all County departments.
2. Compile data on the *Current Inventory* and *Expansion Inventory*, including property specifications and current usage.
3. Provide Architect with raw data for processing.

Architect Responsibilities:

1. Review and validate the raw data for completeness and accuracy.
2. Develop a methodology for synthesizing the data, prioritizing critical departments (e.g., those with high public interaction or operational dependencies) and their supporting units.
3. Leverage advanced tools, including AI-driven analytics and urban planning software, to identify innovative approaches to data synthesis.
4. In collaboration with Harris County, identify known or anticipated short- and long-term projects that may influence the success of the Master Plan, relying on general knowledge and readily available information without the need for in-depth research.

B. Data Analysis and Needs Assessment

Analysis:

1. Architect will analyze *Current Requirements* and *Future Requirements* against the *Current Inventory* and *Expansion Inventory* to identify deficiencies and opportunities.

Identify:

1. Architect will identify the following:
 - a. Documented deficiencies between departmental needs and current assets.

- b. Opportunities for consolidation or relocation.
 - c. Capacity of Expansion Inventory to address projected requirements.
 - d. Any major known and potential downtown projects by Harris County.
2. For 20-year projections, use empirical data (e.g., historical growth rates, demographic trends, and economic forecasts) to model long-term needs, as departments may not provide projections beyond 10 years.

C. Scenario Development

Architect will utilize the organized data to recommend 3–4 scenarios to OCE for arranging departments across downtown properties to meet 5-, 10-, and 20-year requirements.

1. Each scenario will emphasize different strategic priorities, potentially including:
 - a. Cost Efficiency: Favoring acquisition and adaptive reuse of existing facilities.
 - b. Centralization: Clustering departments geographically to enhance interdepartmental coordination
 - c. Speed of Implementation: Focusing on rapid deployment through leasing or minimal renovations.
 - d. Long-Term Growth: Prioritizing scalable development to accommodate future expansion.
 - e. Lowest Risk: Identify common and potential risks associated with plan implementation and identify a path forward that mitigates the most risk.
2. Provide a detailed implementation strategy for each scenario, including:
 - a. Implementation Strategy: A step-by-step roadmap from planning through occupancy.
 - b. Advantages & Trade-Offs: For example, cost-efficient solutions may lack long-term adaptability; centralized layouts may pose transportation and congestion challenges.
 - c. Preliminary Cost-Estimate: Including land acquisition, construction, renovation, and long-term operational costs. Cost estimation must also itemize escalation cost over the life of the project supported by OCE Broker, if applicable.
 - d. Execution Timeline: Phased milestones aligned with projected demand and budget cycles.

All drafts must be submitted to OCE with tracked changes and written documentation of data sources and assumptions.

D. Presentation Materials

Architect will prepare professional presentation materials, including:

1. Site plans, and 3D massing models to visualize each scenario.
2. Maps illustrating property locations, departmental placements, and infrastructure impacts.
3. Data visualizations (e.g., charts, heatmaps) to communicate growth projections and resource allocation.

Architect will Present all scenarios to OCE, and OCE shall provide feedback and direction regarding which scenario, or a portion of multiple scenarios, should be included in the Final Preliminary Draft plan.

E. Final Preliminary Draft

Following feedback from OCE on draft scenarios, the Architect will:

1. Incorporate OCE feedback to refine the scenarios.
2. Prepare a *Final Preliminary Draft* that integrates the most viable elements of the presented scenarios, tailored to OCE priorities (e.g., balancing cost, growth, and operational efficiency).
3. Submit and present the final draft to OCE for review and approval.

F. Final DMP Presentation

The Architect will prepare the Final Masterplan, and associated presentation materials for Commissioner's Court. This will include:

1. A cohesive master plan document summarizing the final OCE selected strategy, implementation timeline, and cost projections.
2. All final renderings, brochures, posters, maps, and data visualizations for clarity.
3. Architect will deliver the presentation materials and help facilitate the final presentation, but will not present at commissioner's court, unless directed by OCE.

G. Architect Deliverables:

The Architect will be responsible for delivering the following:

1. A comprehensive data synthesis methodology report.
2. 3–4 scenario reports with pros, cons, cost estimates, timelines and visualizations.
3. All Presentation Materials required by OCE, formatted to meet project standards.
4. Final Preliminary Draft of the Masterplan.
5. Final Masterplan document and presentation for Commissioner's Court.
6. All Supporting Data Files, submitted in both required and native formats.

H. Reevaluation Clause:

The Architect will incorporate a provision for the periodic reassessment of the Masterplan and its foundational assumptions. At a minimum, the Masterplan shall be subject to formal reevaluation no less frequently than once every five (5) years from the date of final adoption.

Such reevaluation shall consider, without limitation:

1. Material changes in Harris County funding levels, budget allocations, or capital improvement priorities.
2. Evolving departmental needs, staffing changes, service delivery models, or organizational structures.
3. Significant updates in planning data, demographic trends, economic forecasts, or regulatory requirements.
4. Advances in design, construction, or operational technologies relevant to Harris County facilities.

The Architect will provide a recommended reevaluation framework to OCE as part of the final Masterplan, including criteria for determining when an earlier reassessment may be warranted. OCE reserves the right to initiate such reassessment at any time, at its sole discretion, based on changes in operational or financial conditions.

I. Assumptions:

1. OCE will provide timely access to accurate data on Requirements, Inventory, and Expansion Inventory.
2. If necessary, OCE Broker will deliver Expansion Inventory data within the project timeline.
3. OCE will provide clear and actionable feedback throughout all phases of the Masterplan.
4. OCE will be the liaison between Architect and county departments and Architect will not engage them without OCE's authorization.

J. Projected Timeline of Services:

1. To be determined in collaboration with OCE, based on data availability and project complexity, estimated to be less than or equal to six (6) months.

K. Right to Terminate Services:

1. Both parties will have the right to terminate the contract at any time for failure to perform or breach of contract.
2. The terminating party must provide the other party written notice and allow for a commercially reasonable cure period.



Exhibit B-1

Harris County, Texas1001 Preston St., 1st Floor
Houston, Texas 77002**Commissioners Court**

Request for Court Action

File #: 25-0379**Agenda Date:** 1/9/2025**Agenda #:** 126.**Primary Department:** County Engineer**Primary Department Head/Elected Official:** Milton Rahman, PhD, P.E., PMP, CFM, ENV SP, County Engineer**Secondary Department:** N/A**Secondary Department Head/Elected Official:** N/A**Regular or Supplemental RCA:** Regular RCA**Type of Request:** Contract - Award**Project ID (if applicable):** 24035MF3JF01**Vendor/Entity Legal Name (if applicable):** PGAL, Inc.

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MWBE Contracted Goal (if applicable): 19%**MWBE Current Participation (if applicable):** 0%**Justification for 0% MWBE Participation Goal:** N/A - Goal is not 0% and is listed above**Grant Indirect Costs Rate (if applicable):** N/A**Justification for 0% Grant Indirect Costs Rate (if applicable):** N/A - Not a grant item**Request Summary (Agenda Caption):**

Request for approval of an agreement with PGAL, Inc. in the amount of \$507,120.00 for Professional Architecture and Engineering Services to develop Harris County Downtown Facilities Masterplan, TX 77002, UPIN 24035MF3JF01, Precinct 1, MWBE Contracted Goal: ~~19%~~ 0%

Background and Discussion:

On March 27th, 2024, the Office of the County Engineer conducted a Downtown Space Planning Workshop to discuss current space concerns and future space planning needs and requirements. Stakeholders for this workshop included representatives from the District Attorney Office, Districts Courts, County Courts, Probate Courts, Public Defenders Office, County Auditor's Office, and Human Resources & Risk Management. The selected consultant will support creating a masterplan to meet the space needs for departments located in downtown.

Expected Impact:

The Harris County Downtown Facilities Masterplan will identify, address, and provide recommendations for various space needs for the different county facilities and staff working in the Downtown Area.

Alternative Options:

The alternate option is to continue addressing issues regarding space needs for Harris County Downtown Facilities as they arise without planning and assessment tools in place to mitigate future issues before they

File #: 25-0379

Agenda Date: 1/9/2025

Agenda #: 126.

arise.

County Strategic Plan Goal: 2. Connect our community with safe, reliable, equitably distributed, and well-maintained infrastructure.

County Strategic Plan Objective: N/A

Justice/Safety Initiative (Goal 1): N/A

Infrastructure Initiative (Goal 2): H4: Consistently embed sustainability considerations in the project planning and design process.

Economy Initiative (Goal 3): N/A

Health Initiative (Goal 4): N/A

Climate/Resilience Initiative (Goal 5): N/A

Housing Initiative (Goal 6): N/A

Presented to Commissioners Court

January 9, 2025

Additional notes related to the Strategic Plan:

Approve: G/R

Prior Court Action (if any):

Date	Agenda Item #	Action Taken
9/19/2024	p.53 429	Request by the Office of the County Engineer for approval to negotiate with PGAL Inc. for Professional Architecture and Engineering Services to develop Harris County Downtown Facilities Masterplan.

Location:

Address (if applicable): Downtown area, Houston TX 77002

Precinct(s): Precinct 1

Fiscal and Personnel Summary				
Service Name				
		Current Fiscal Year Cost		Annual Fiscal Cost
		Labor	Non-Labor	Total
				Recurring Expense
Funding Sources				
Existing Budget				
Other	\$	\$507,120.00	\$507,120.00	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Existing Budget	\$	\$507,120.00	\$507,120.00	\$
Additional Budget Request (Requires Fiscal Review Request Form)				
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Choose an item.	\$	\$	\$	\$
Total Additional Budget Request	\$	\$	\$	\$

File #: 25-0379**Agenda Date: 1/9/2025****Agenda #: 126.**

Total Funding Sources	\$	\$507,120.00	\$507,130.00	\$
Grants - Proposed Budget <i>(To be filled out by Grants staff only)</i>				
	Labor	Non-Labor	Total	No. of Grant Years
Local Match Source - Existing Bu	\$	\$	\$	
Local Match Source - Additional	\$	\$	\$	
Grant Funds Applied for/Awa	\$	\$	\$	
Personnel <i>(Fill out section only if requesting new PCNs)</i>				
Current Position Count for Ser	-	-	-	-
Additional Positions Request	-	-	-	-
Total Personnel	-	-	-	-

Anticipated Court Date: 1/9/2025**Anticipated Implementation Date (if different from Court date):** Click or tap to enter a date.**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Lunce Hu, Manager, Facilities Design & Construction; Dr. Ronald Lerner, DBA, MScE, LSSBB, IAEng - Director, Facilities Design & Construction, Office of the County Engineer

Attachments (if applicable):

PROFESSIONAL SERVICES AGREEMENT

(Professional Architecture Services)

1. PARTIES

- 1.1 Parties. The Parties to this Professional Services Agreement (“Agreement”) are **PGAL, Inc.** (“Architect”) and **Harris County** (“County”), on behalf of its Harris County Engineering Department (“HCED”). County and Architect each may also be referred to individually herein as a “Party,” or collectively as the “Parties.”

2. PURPOSE

- 2.1 Project Description. County intends to provide Professional Architecture Services to develop the Harris County Downtown Facilities Plan, located in Harris County (“Project”). This Project is also identified as UPIN 24035MF3JF01.
- 2.2 Summary of Scope of Work. In addition to any applicable attachments to this Agreement describing the Scope of Work, County desires that Architect provide Professional Architecture Services for the Project, as further described in Exhibit A attached.
- 2.3 Professional Architecture Services. The professional services to be performed under this Agreement are within the scope of professional architecture, as defined by state law, and will be provided in connection with the professional employment or practice of a person who is licensed or registered as a professional architect. The professional architecture services shall be performed in accordance with Tex. Occ. Code Ann. §§ 1001.001, et. seq, as amended.
- 2.4 Professional Services Procurement Act. The work to be performed under this Agreement cannot be purchased on the basis of competitive bids since it is encompassed within Texas Government Code § 2254.002(2).

3. ARCHITECT'S REPRESENTATIONS

- 3.1 Applicable Expertise. Architect and the person executing this Agreement on behalf of Architect certify and represent that Architect (including Architect's agents, employees, volunteers, and subcontractors, as applicable) possesses the skills, qualifications, expertise, experience, education, knowledge, ability, and financial resources to perform all services and/or deliverables contemplated in this Agreement without significant disruption of those deliverables.
- 3.2 Permits and Licensing. Architect represents that Architect (including Architect's agents, employees, volunteers, and subcontractors, as applicable) possesses all special certifications, licenses, inspections and permits required by law to carry out the Scope of Work contemplated in this Agreement. Architect's agents, employees, volunteers, and subcontractors, as applicable, shall maintain appropriate accreditation and licensing, as required, through the State of Texas or other applicable licensing entities. Prior to the performance of any services under this Agreement, Architect shall, upon written (including electronic) request, provide proof of valid licensure to HCED (including a listing of all licenses and expiration dates).
- 3.3 Authorized to Conduct Business. Architect represents that Architect is authorized to conduct the business and carry out the Scope of Work contemplated in this Agreement. Prior to starting performance under this Agreement, Architect shall, upon written (including electronic) request, provide proof to HCED of the authority to do business in this state or at the location specified in this Agreement.
- 3.4 Ability to Perform. HCED will award contracts only to the most highly qualified available responsible provider/contractor possessing the ability to perform successfully under the terms, conditions, and budget of a proposed procurement. Consideration will be given to such matters as provider integrity, compliance with public policy, record of past performance, and financial and technical resources. Architect represents

that Architect has the administrative, managerial, and financial capability to ensure proper planning, management and completion of the Scope of Work described in this Agreement and further has the administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.

- 3.5 Conflict of Interest Certification. Pursuant to Chapter 176 of the Texas Local Government Code, Architect certifies that Architect has completed any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us). If this certification is materially incomplete or inaccurate, Architect acknowledges that County shall have the right to terminate this Agreement without prior notice.
- 3.6 Certificate of Interested Parties Form 1295. Architect certifies that it has accurately completed and submitted a notarized Certificate of Interested Parties Form 1295 ("Form 1295") in accordance with Texas Government Code § 2252.908 and the rules adopted thereunder. Architect acknowledges that it is responsible for making any and all necessary updates and/or corrections to the applicable Form 1295 during the term of this Agreement. Architect must either (1) mail the completed Form 1295 to the Harris County Engineering Department at 1111 Fannin Street, 11th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit the form by email to HCEDAdminSvc@harriscountytexas.gov.
- 3.7 Disbursements to Persons with Outstanding Debt Prohibited. Architect certifies, by execution of this Agreement, that neither Architect nor any of Architect's principals owe any debts as defined in Local Government Code Section 154.045 (including delinquent property taxes). Architect understands that certain disbursements are prohibited and that County may apply any funds due to Architect under this Agreement to any outstanding balance of certain debts pursuant to Section 154.045. If this certification is inaccurate, County may also terminate this Agreement. In addition, Architect hereby assigns any payments under this Agreement to the Harris County Tax Assessor-Collector for the payment of any current or future delinquent taxes.
- 3.8 Internet Access. Architect shall maintain appropriate internet access, which will enable Architect to access any secure online invoicing, reporting, or other web-based system designed for more efficient communication with HCED. As requested, Architect shall submit required reports, invoices and related documents through an applicable secure internet site in a manner required to protect any confidential information submitted. Architect shall review all instruction materials and/or attend all HCED provided training that is necessary for Architect to properly utilize applicable web-based information systems.

4. SPECIFIC SCOPE OF WORK/SERVICES AND/OR DELIVERABLES

- 4.1 Specific work, products, services, licenses and/or deliverables. Architect shall provide the work, products, services, licenses and/or deliverables required to be provided by Architect and as set out in this Agreement and in Attachment A and all other referenced attachments incorporated in this Agreement (altogether referred to as the Scope of Work). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached Architect proposal or correspondence. Architect shall submit any and all project-related documents and invoices through the cloud-based project management software utilized by HCED for planning and management of all projects using real-time project data.
- 4.2 Written Authorization. From time to time during the course of this Agreement, HCED may deliver to Architect written (including electronic) authorization (sometimes referred to as a notice-to-proceed, task-order, work-order or job-order) for providing certain work, products, services, licenses and/or deliverables contemplated in this Agreement, which Architect shall then perform in accordance with this Agreement. Architect shall not begin or proceed to the next design phase of the Scope of Work until Architect receives from HCED a written (including electronic) authorization to proceed. County shall have no obligation to pay for and Architect shall have no obligation to provide any work, services, products, or deliverables not rendered in accordance with a prior written authorization as described by this Section. Architect shall complete the services called for by the calendar days and by the deadlines specified in this Agreement, including exhibits and written authorizations.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

- 5.1 Cooperation with Other Service Providers. County may engage the services of other service providers for work related to the work, products, services, licenses and/or deliverables in this Agreement. Architect shall reasonably cooperate with such other service providers and will not commit or permit any act that may interfere with the performance of work by any other service provider.
- 5.2 Non-Assignability. Unless otherwise authorized in this Agreement, neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other party, except that the express written permission of HCED shall be considered the permission of County. Such written permission will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. However, with notice to HCED, Architect may assign this Agreement to any affiliate of Architect that controls, is controlled by, has resulted from a merger with, or is under common control with, Architect if the assignee is at least as capable and qualified to provide the deliverables contemplated in this Agreement. This provision is not intended to restrict any assignment that is required by Section 9.406 of the Texas Business and Commerce Code.
- 5.3 Independent Contractor/Parties. County expects Architect to meet the high standards set forth in this Agreement and looks to Architect for results only. Unless otherwise required by law or regulation, County shall not direct the methods used to obtain those results, and Architect shall perform the services as an independent contractor under the sole supervision, management, direction, and control of Architect. As an independent contractor, Architect will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable, pursuant to this Agreement, but Architect shall be solely responsible for the manner in which Architect will perform the services under this Agreement. Any methods that might be discussed in any training sessions given by HCED are not mandatory unless specifically required in writing in this Agreement or by law. Architect is not obligated to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling the obligations under this Agreement, unless otherwise specifically set out in this Agreement. This Agreement is not intended to create a joint enterprise, joint venture, business partnership, agency, franchise, or employment relationship, under Texas law. The personnel and staff of Architect are independent contractors or employees of Architect and shall not for any purposes be considered employees or agents of County. Architect assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and Architect shall remain solely responsible for the supervision, daily direction, control and payment, if any, of salaries (including withholding of income and social security taxes), workers' compensation or disability benefits and like requirements and obligations.
- 5.4 Employee Retention. Architect agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel Architect assigns to perform the duties and responsibilities under this Agreement will be properly trained and qualified for the functions they are to perform. If specific qualifications are set forth in job descriptions required by the funding entity and/or in this Agreement, unless a written waiver is granted, Architect shall only assign personnel with the required qualifications to fulfill those functions. Notwithstanding transfer or turnover of personnel, Architect remains obligated to perform all duties and responsibilities under this Agreement without degradation and in accordance with the terms of this Agreement.
- 5.5 Significant Organizational Change Notification. Architect shall notify County immediately and in advance of any significant organizational change that could affect Architect's ability to carry out all duties and responsibilities under this Agreement, including any change of Architect's name or identity, ownership or control, or payee identification number. Architect shall also provide written notice to County within 10 working days of the change. Architect shall provide ownership information to County immediately upon any such change.
- 5.6 Adverse Actions Reporting. Architect shall inform HCED, in writing, of any concluded investigation of Architect (including Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) that is conducted by or on behalf of a government entity or other licensing or accreditation entity (including any state board of

examiners) and whose outcome included public censure or other public sanction (or any pending investigations, administrative actions, or lawsuits, that relate to the work under this Agreement or that could adversely affect any performance or obligation in this Agreement). If at any time a license of Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement required to be maintained to fulfill the Commitments in this Agreement is suspended, revoked or is determined to be out of compliance in Texas or any other state, this Agreement may be terminated immediately without prior notice, at the option of HCED, effective the date of the suspension, revocation or non-compliance. Architect is not entitled to receive payment for services that were performed by Architect while the required license was suspended or revoked. Architect agrees to immediately inform HCED, in writing, of any adverse professional review action that is taken by a professional association or society and that is based on the professional competence or professional conduct of Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement. County may, at its sole option, terminate this Agreement, upon notice of such adverse professional review action.

- 5.7 Subcontracts. Unless otherwise explicitly set out in this Agreement, Architect shall not enter into any subcontract for the work, products, services, licenses and/or deliverables under this Agreement unless, prior to any written authorization to proceed with work done in part by the subcontractor, Architect has provided to HCED the qualifications of the subcontractor to perform and meet the standards of this Agreement. Architect shall comply with all Texas Administrative Code and Texas professional licensing agency requirements for choosing any professionally-licensed subcontractor.
- 5.8 Professional Standards. Where specifically-applicable standards are not explicitly set forth in this Agreement, as someone with expertise in the field, Architect must provide the work, products, services, licenses and/or deliverables in accordance with generally-accepted standards applicable to Architect's profession or industry. Architect and County agree and acknowledge that County is entering into this Agreement in reliance on the Architect's competence and qualifications, as those were presented to County by Architect with respect to professional services. Architect shall at all times utilize the skill and attention to fully, timely, and properly render professional services for the development of The Project to final completion as set out in, or reasonably inferred from, the Scope of Work/Services. This shall be done in a manner utilizing the degree of care ordinarily used by licensed professionals performing similar services on projects of a similar nature and scope within the State of Texas. A professional Architect assigned by Architect to manage the Scope of Work who is licensed to practice in the State of Texas shall be present and represent Architect at meetings of any official nature concerning The Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, any pre-construction meetings and any construction meetings (for construction-related projects) with County staff and/or contractors, unless otherwise set forth in the Scope of Work or approved in writing by HCED.
- 5.9 County Procedures. To effectively perform the services stated above, Architect must become familiar with various procedures, policies, data collection systems, and other information of County. Architect shall adhere to all applicable County architecture guidelines, standards, and design criteria (see <http://www.eng.hctx.net>). HCED will assist Architect in obtaining the information. Unless otherwise required by law, Architect agrees to keep any sensitive information confidential and not disclose it to outside parties without first obtaining County's written authorization.
- 5.10 Ownership of Work Product. For the purposes of assigning ownership of Architect work product, the work performed will be deemed, to the extent authorized by law, to have been done on a works-made-for-hire basis, as that term is understood in copyright law. In the event and to the extent that such works are determined not to constitute works-made-for-hire, Architect hereby irrevocably assigns and transfers to County all right, title, and interest in such works, including, but not limited to, copyrights. County shall be the absolute and unqualified owner of all completed or partially-completed Architect work product prepared pursuant to this Professional Services Agreement and shall have the same force and effect as if prepared by County, including mylar reproducibles, drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, plans, cost estimates, inventions, designs, computer input/output information, computer applications, software, firmware, computations, and other documents (including the original electronic file format). Architect may retain one set of reproducible copies for Architect's sole use in

preparation of studies or reports for County only. Architect is expressly prohibited from selling, licensing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of HCED. Architect warrants that Architect's work product will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or any other right of any third party, and Architect will defend any claim, suit, or proceeding brought against County on the issue of infringement of any copyright by virtue of anything supplied by Architect to HCED under this Agreement.

- 5.11 Trade Secrets. In connection with the work, products, services, licenses, Scope of Work, and/or deliverables provided under this Agreement, HCED may disclose to Architect certain documents, data, and/or other information that is proprietary, confidential, or a trade secret (Trade Secrets). Architect must not divulge or otherwise make unauthorized use of Trade Secrets or other protected information, procedures, or policies of HCED, any former employee, contractor, client, customer, or consultant, in the exercise of duties under this Agreement. Except to the extent authorized by a third party, neither Party shall copy, recreate, or use any proprietary information of a third party in the performance of services under this Agreement.
- 5.12 Nondisclosure and Confidentiality of Information. To the extent permitted by law, Architect must keep confidential the contents of all discussions with local, state, and federal officials, as well as the contents of all local, state, and federal records and all other information obtained during performance under this Agreement. To fulfill Architect's obligations under this Agreement, Architect may be provided access to information, systems, operations, or procedures that are security sensitive or have been identified as confidential. This confidential information may include information from one of the government entity funding sources, such as a Texas or federal agency. Architect and the person executing this Agreement on behalf of Architect acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to Architect for the purpose of discharging the duties in this Agreement, (b) premature or unauthorized disclosure of this information can irreparably harm the interests of County and may constitute a violation of state and/or federal law, and (c) the information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law. Therefore, Architect must (1) not access any information without express written authorization of HCED; (2) not copy, recreate, or use any information or document obtained in connection with this Agreement other than for the performance of this Agreement; (3) to the extent permitted by law, keep confidential the contents of all discussions with county, state, and federal officials, as well as the contents of all county, state, and federal records and all other information obtained during performance under this Agreement, unless authorized in writing by appropriate HCED officials; (4) not, except to the extent required by law, or necessary for the performance of this Agreement, release, disclose, reveal, communicate, impart or divulge any information or any summary or synopsis of the information in any manner or any form whatsoever to outside parties without the express written consent of HCED; (5) take all steps necessary to protect confidential information from disclosure to third parties and have a system in effect that must include a method to ensure the confidentiality of records and other information relating to any person according to applicable federal and state law, rules and regulations; (6) not reproduce, copy, or disseminate such confidential information, except to those who need to know such information and are obligated to maintain its confidentiality, including Architect's partners, principals, representatives or employees as necessary to fulfill obligations under this Agreement; (7) notify HCED immediately of all requests for confidential information; and (8) immediately report to HCED all unauthorized disclosures or uses of confidential information.
- 5.13 Public Comment and Public Information Act. To the extent permitted by law, all contact with the news media, citizens of County, the State of Texas or other governmental agencies concerning The Project will be the responsibility of HCED. In the event Architect is subject to the Texas Public Information Act, upon receipt of a written request for any information by Architect developed in the performance of services under this Agreement, Architect shall provide written notice to HCED of the request along with a copy of the request, and give HCED the opportunity to respond to the request prior to any release by Architect. Unless required by law, under no circumstances shall Architect release any material or information developed in the performance of services under this Agreement without the express prior written permission of HCED.

- 5.14 Applicable Laws. Architect shall comply (and assure compliance by Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. Architect shall immediately bring to County's attention any conflicts between any applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed. If laws or regulations change and affect any provision of this Agreement, this Agreement shall be deemed amended to conform to those changes in the laws or regulations on the date such laws or regulations become effective. If any such changes (that occur after the effective date of this Agreement and that Architect should not reasonably have anticipated) require significant changes or additions to the Scope of Work that were not contemplated by the Parties, the Parties shall negotiate in good faith for the purpose of creating reasonable and equitable written modifications to this Agreement.
- 5.15 Records Retention and Management. Architect shall maintain complete, accurate, and readily accessible records that are necessary to document and support the fulfillment of the obligations in this Agreement, including performance, design, underlying calculations, and financial records, as well as a copy of this Agreement. Architect shall maintain and make available for inspection the Records for a minimum of four (4) years following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement, whichever is longer (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings).
- 5.16 Authority of Harris County Engineer. The Harris County Engineer ("County Engineer") shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by Architect. It is mutually agreed by both Parties that the County Engineer shall act as referee between the Parties in all questions arising under the terms of this Agreement and that the decisions of the County Engineer shall be final and binding alike on all Parties. If agreed to in writing by Architect and the County Engineer (or designee), Architect and the County Engineer may make adjustments to the Scope of Work that do not destroy the purposes of this Agreement. In making the aforementioned adjustments to the Scope of Work, Architect and the County Engineer may adjust any corresponding firm fixed or maximum prices that neither increase the maximum amount of funds that Commissioners Court has authorized to be encumbered nor destroy the purposes of this Agreement. Any of the aforementioned adjustments to the Scope of Work and/or corresponding adjustments to any firm fixed or maximum prices (collectively, "Adjustments") may be reflected by a written Special Amendment to the Scope of Work in this Agreement ("Special Amendment"). Nothing contained in this section shall be construed to authorize the County Engineer to alter, vary, or amend any of the terms or provisions of this Agreement, other than the aforementioned Adjustments. The County Engineer is authorized on behalf of the County to make Adjustments (as defined herein) and execute a corresponding Special Amendment without further action by Commissioners Court. The Harris County Auditor ("County Auditor") is authorized, without further action by Commissioners Court, to certify additional funding for any Adjustments upon execution of a Special Amendment by the County Engineer.
- 5.17. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Architect warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Architect does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- 5.18 Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Architect warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

6. INSURANCE

- 6.1 Coverage and Limits. During the Term of this Agreement and any extensions thereto, Architect 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, Architect 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, County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and other coverage. *County 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)	\$1,000,000

- (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. *County shall be named Additional Insured on primary/non-contributory basis.*
- (e) Automobile Liability insurance to include Architect's liability for death, bodily injury, and property damage resulting from Architect'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. *County shall be named Additional Insured on primary/non-contributory basis.*

- (f) Any other coverage required of Architect pursuant to statute.

6.2 Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by Architect, Architect shall provide County evidence of all of the above coverage on forms and with insurers acceptable to County. Architect must maintain a valid Certificate of Insurance as described herein on file with County at all times during the term of this Agreement. Architect must either (1) mail the Certificate of Insurance to the Harris County Engineering Department at 1111 Fannin Street, 11th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit it by email to HCEAdminSvc@harriscountytexas.gov.

6.2.1 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.

6.2.2 Certificates of Insurance. Architect 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 indicates 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.

6.2.3 Certified Copies of Policies and Endorsements. Upon request, Architect shall furnish certified copies of insurance policies and endorsements to County.

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

6.2.5 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. Architect shall furnish evidence of such insurance to County as well.

6.3 Additional Insured. Architect shall include County 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. Architect's coverage shall be primary insurance to any similar insurance maintained by County and must contain an endorsement stating such. Coverage to County as an Additional Insured on any of Architect's insurance coverage shall not be subject to any deductible.

6.4 Deductibles. Architect 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 County, its officers, directors, agents, or employees.

6.5 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"). Architect 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.

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

6.7 Notice of Cancellation, Non-Renewal, or Material Change. Architect shall provide County 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.

6.8 Remedies for Noncompliance. Failure to comply with any part of this Section is a material breach of this Agreement. Architect 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 Architect to be in noncompliance with the requirements of this Section.

7. FUNDING, COMPENSATION AND/OR BASIS FOR PAYMENT, METHOD, AND LIMITATIONS

7.1. Payments/Compensation. For and in consideration of the work, products, services, licenses or deliverables provided under this Agreement and during the term of this Agreement, subject to the limitations in this Agreement, County shall pay Architect in accordance with the fee schedule and rates specified in this Agreement, including in the Attachments up to the total maximum amount specifically appropriated, encumbered, and then certified as available by the County Auditor.

7.2. Funding and Appropriations Limit. County shall have no obligation to pay for and Architect shall have no obligation to provide any work, products, services, licenses and/or deliverables until sufficient funds are

certified by the County Auditor. County intends to initially appropriate, encumber, and certify as available by the County Auditor the total maximum sum of **Five Hundred Seven Thousand One Hundred Twenty and 00/100 Dollars (\$507,120.00)** to pay and discharge any and all liabilities that County may incur arising out of this Agreement. Any other provision notwithstanding, County shall never be liable to pay Architect any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available by the County Auditor.

- 7.3. Auditor's Certification of Funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.
- 7.4. Funding Out/Non-Appropriation. It is further understood that pursuant to Local Government Code Chapter 111, when and if the work, products, services, licenses and/or deliverables and charges provided for herein are equal to or exceed the amounts certified available, Architect is authorized to terminate some or all of Architect's work, products, services, licenses and/or deliverables under this Agreement unless the County Auditor certifies that additional funds are available, in which event Architect agrees to continue to provide the products, services and/or deliverables to the extent funds are available. When all the funds certified by the County Auditor, together with any additional funds thereafter certified, are expended, County will have no further liability, and the sole and exclusive remedy of Architect will be to immediately terminate this Agreement unless the County Auditor certifies additional funds.
- 7.5. Billing Statements/Invoices. Unless otherwise indicated in this Agreement, no later than the 10th day after the end of each calendar month within the term of this Agreement, Architect shall submit to HCED a billing statement or invoice for all unpaid products, services and/or deliverables, along with any applicable rates, including the applicable firm fixed price and any applicable percentage completed for specific tasks/deliverables as specified in this Agreement. The data in the billing statement or invoice must be in a format designated by HCED and the County Auditor, and must include any purchase order number. An authorized agent of Architect must certify and swear under penalty of perjury that the work was performed, the work was properly authorized in writing by HCED, and all information contained in the statement or invoice is true and correct. All products, services and/or deliverables billed must be rendered during this Agreement term. Architect shall submit to HCED billing statements or invoices limited to work done and products, services and/or deliverables provided pursuant to this Agreement, and Architect shall not include in such billing statements or invoices any work, products, services, licenses and/or deliverables provided, required to be performed, or billed under or pursuant to any other agreements with County. HCED will review each statement or invoice and approve it with any modifications HCED deems appropriate after mutual consultation and agreement with Architect. HCED will then forward the approved statement or invoice to the County Auditor for payment. County will pay Architect the proper amounts due and owing under this Agreement within thirty (30) calendar days of receipt of the approved statement or invoice to extent allowed by law. Each statement or invoice must include a monthly inventory of work, products, services, licenses and/or deliverables provided during the billing period and any other details HCED reasonably requests for verification purposes, which might include:
 - (a) The date(s) work, products, services, licenses and/or deliverables were provided;
 - (b) Meetings and lists of attendees, if applicable;
 - (c) Detailed description of the work, products, services, licenses and/or deliverables provided;
 - (d) The total amount billed, and any other details of the work, hours, or services as may be requested by the County Auditor;
 - (e) If applicable, the case number for which services were performed;
- 7.6. Overpayments. Within 10 calendar days after request by HCED, Architect must reimburse to County all funds paid by County to Architect that any funding entity or auditor determines have been improperly paid to, or expended by, Architect. County may withhold, suspend, or reduce any and all payments due to Architect until any overpayments are reimbursed.
- 7.7. Costs of Substitute Services. If Architect fails to perform any of its obligations under the Agreement and County procures substitute services upon such terms as are appropriate, County shall deduct the reasonable

costs for such services from any payments owed to Architect under this or other agreements. Architect must reimburse to County, within thirty (30) calendar days after request by County, any additional costs of such substitute services beyond what has already been deducted by County. County may also withhold, suspend, or reduce payments due to Architect until the costs of such substitute services are reimbursed to County by Architect. This provision is not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement and is in addition to and not in lieu of any other remedies.

7.8. Billing Audits. County and its designee shall have the right to examine and audit all of Architect's billings/invoices and all of Architect's backup and support data for billings/invoices for this Agreement. Upon HCED's request, Architect agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. Architect shall maintain complete and accurate records necessary to fulfill any obligations in this Agreement, including a copy of this Agreement, including detailed time records identifying each person performing services that were billed on an hourly basis, the corresponding dates of the services, the applicable firm fixed price and the percentage completed for specific tasks as specified in this Agreement, any applicable hourly or cost-plus rates, the total amount billed for each person as applicable, and the total amount billed for all persons as applicable. Architect shall maintain and make available for inspection (electronically or in Harris County during regular business hours) the Records for a minimum of four (4) years days following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.

7.9. County Auditor to Make Final Decision. The decision of the County Auditor as to the amount owed shall be final if there is any dispute between County and Architect as to the amount owed to Architect for any monthly statement or invoice submitted by Architect. County agrees to notify Architect of any questionable item and is authorized to withhold payment until all questions are resolved either by final audit or by agreement of the Parties.

8. TERM OF THE AGREEMENT

8.1 Time Period. The time period for performance ("Term") of this Agreement shall begin upon execution of all the Parties and end on the later date of (a) Project completion or (b) one year minus a day from execution of all the Parties.

9. TERMINATION PROVISIONS

9.1 Determination of Material and Non-Material Breaches. The County Engineer shall determine whether a breach of this Agreement by either Party is material or non-material. The County Engineer's determination shall be final and binding alike on all Parties.

9.2 Non-Material Breaches. If either Party refuses or fails to perform any of its non-material obligations in this Agreement, the other Party may give written notice of the failure. If the breaching Party fails or refuses to cure the failure of any non-material obligation in the notice within ten (10) calendar days after notice is given, the other Party may terminate this Agreement immediately. HCED is authorized to give notice for County.

9.3 Material Breaches.

9.3.1 Suspension. HCED may suspend this Agreement immediately for any material breach by giving a notice of suspension. As soon as the notice of suspension is received, Architect shall discontinue all services in connection with the performance of this Agreement. HCED is authorized to suspend on behalf of County.

- 9.3.2 Termination. The County may terminate this Agreement for a material breach at any time by notice in writing to the Architect.
- 9.4 No Waiver of Remedies. The provisions in this Section are not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement. The right to terminate for a material and non-material breach is in addition to and not in lieu of any other remedies.
- 9.5 Termination Statement. As soon as practicable after receiving notice of termination, Architect must submit a statement or invoice to HCED that complies with the requirements in this Agreement. This statement or invoice must show in detail the unbilled/uninvoiced services performed for County under this Agreement to the date of termination. If the payments were to be made in lump sums and services were rendered after the last lump sum payment, the statement or invoice shall reflect the prorated amount due.
- 9.6 Return of Documents after Termination. If permitted by law and any established ethical requirements applicable to specific professionals, Architect shall promptly deliver to HCED all completed or partially completed work product, designs, data, information, and documents prepared under this Agreement on behalf of County. Within 2 business days after the effective date of termination, Architect shall return to HCED all records, files, documents, notes and other items in Architect's possession, if any, relating to any assignments or work that Architect has undertaken or been given under this Agreement, if permitted by law and any established ethical requirements applicable to specific professionals. Architect shall deliver to HCED all completed or partially-completed designs, drawings and specifications prepared under this Agreement, including the original electronic file format. Nothing in this section is intended to require Architect to surrender Architect's own records to HCED after termination.
- 9.7 Agreement Transition. In the event the Agreement ends by either expiration or termination, Architect shall, at the request of the County, assist in the transition until such time that a replacement architect can be named. Architect acknowledges its responsibility to cooperate fully with the replacement architect and the County to ensure a smooth and timely transition to the replacement architect. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

10. INDEMNIFICATION

- 10.1 No Waiver of Governmental Immunity. County does not waive any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.
- 10.2 General Indemnity. To the extent allowed by law, Architect agrees to indemnify and hold harmless County, HCED, their 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 Architect (including Architect's agents, employees, volunteers, and subcontractors/consultants under contract, or any other entity over which Architect exercises control, in the performance of the services defined in this Agreement). Architect shall also save County harmless from and against any and all expenses, including reasonable attorneys' fees that might be incurred by the County, in litigation or otherwise resisting such claims or liabilities.

11. MISCELLANEOUS

- 11.1 Notices. Any notice required to be given under this Agreement ("Notice") may be given by hand delivery or certified United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following:

ARCHITECT: Cheryl Gajeske, AIA
Executive Vice President
PGAL, Inc.
3131 Briarpark Drive, Suite 200
Houston, TX 77042
Email: cgajeske@pgal.com

COUNTY: Dr. Milton Rahman, PhD, P.E., PMP, CFM, ENV SP
Executive Director & County Engineer
Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, TX 77002
Email: AgreementInfo@harriscountytexas.gov

All other communications may be sent by electronic means or in the same manner as Notices described herein.

- 11.2 Receipt of Notice. Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 11.3 Change of Address. Each Party shall have the right to change its respective address by giving at least ten (10) days' written notice of such change to the other Party.
- 11.4 Force Majeure. Neither Party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party if such cause is generally recognized under Texas law as constituting impossible conditions. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within 10 business days of the existence of such Force Majeure event or otherwise waive this right as a defense.
- 11.5 E-Mail Addresses. Architect affirmatively consents to the disclosure of e-mail addresses that are provided to County or HCED. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code § 552.137, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Architect and any agents acting on Architect's behalf and shall apply to any e-mail address provided in any form for any reason, whether related to this Agreement or otherwise.
- 11.6 Entire Agreement (Merger). This Agreement contains the entire agreement and understanding between the parties relating to the rights granted to and the obligations of the parties. All prior negotiations, discussions, correspondence and previous understandings are superseded by this Agreement. Any oral representation or modification concerning this Agreement shall be of no force or effect.
- 11.7 No Oral Modifications. Unless otherwise explicitly stated in this Agreement, this Agreement cannot be changed except by a written subsequent modification authorized by all parties.
- 11.8 Inducements. In making the award of this contract, County relied on Architect's assurances and representations made in this Agreement. Any false assurances and representations by Architect shall be immediate grounds for termination of this Agreement without prior notice at the option of County.
- 11.9 Contract Construction. The titles assigned to the various Articles of this Agreement are for convenience. Titles shall not be considered restrictive of the subject matter of any Article or other part of this Agreement. Likewise, the provisions of purpose in this Agreement are intended to be a general introduction and are not intended to expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions in this Agreement.

- 11.10 Ambiguities. Ambiguities, if any, shall not be interpreted against the drafter of this Agreement.
- 11.11 No Waiver of Default. Any waiver by either Party of one or more defaults on the part of the other Party in the performance of obligations under this Agreement is not a waiver of any subsequent defaults.
- 11.12 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies of County are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.
- 11.13 No Third Party Beneficiaries. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11.14 Non-Exclusivity. Unless explicitly provided in this Agreement, nothing shall prevent either Party from contracting with other parties for the provision of the same or similar services or deliverables that are contemplated by this Agreement.
- 11.15 Limited Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, employee, or agent of County.
- 11.16 Dispute Resolution Process. The Parties will meet and confer in good faith to work together to resolve problems or disputes that may arise. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually-agreeable dispute resolution process.
- 11.17 Survivability Clause. Any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement, including indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- 11.18 Savings/Severability Clause. If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law. In any event, the remaining provisions the same shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. If necessary in order to make this Agreement valid and enforceable, the Parties shall meet to confer upon an amendment or modification.
- 11.19 Time is of the Essence. Time is of the essence with respect to Architect's performance under this Agreement, and Architect shall perform all services diligently until completed.
- 11.20 Choice of Law. This Agreement shall be construed according to the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue lies only in Harris County as per Texas Civil Practice and Remedies Code Sec. 15.015, and any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of this Agreement must be brought solely in the courts or locations that are situated in the State of Texas, County of Harris. Both parties irrevocably waive any claim that any proceeding brought in Harris County has been brought in an inconvenient forum.
- 11.21 Exhibit List. The following attachments are a part of this Agreement:
- Exhibit A. Scope of Services
 - Exhibit B. Schedule
 - Exhibit C. Compensation for Professional Services
 - Exhibit D. Architect Team Acknowledgments

14



Harris County Engineering Department

1111 Fannin Street – 11th Floor
Houston, TX 77002

Dr. Milton Rahman, PhD, P.E., PMP, CFM, ENV SP
Executive Director & County Engineer

Exhibit A: Scope of Services

Exhibit A will take precedence.

The County intends on a master planning effort for downtown Harris County Departments, and this includes:

1. A full program of requirements of spaces for Harris County Departments and associated parking for short term and long-term development.
2. Short term masterplans for the downtown Harris County Departments including parking which serve these departments.
3. Long term masterplans for the downtown Harris County Departments including parking which serve these departments.

The Harris County Engineering Department (OCE) *Standards and Design Criteria* and *Harris County Climate Action Plan* apply for new buildings and alterations to the structures of Harris County. This applies to facilities owned or leased by Harris County.

As part of your agreement, the Architect, and their consultants are required to adhere to the standards and design criteria of this document as it provides additional background on certain design requirements.

The *Standards and Design Criteria* and *Harris County Climate Action Plan* are not a substitute for the technical competence expected of a design professional. It shall be used in conjunction with the specific building program for each project, which delineates all project information, such as number and sizes of building spaces, and requirements for mechanical, electrical and other operating systems etc. It is imperative that each building and/or project be designed so that all components comprise an integrated solution, so that operation of the facility, energy efficiency and other criteria may be maximized.

This document is not intended to assume responsibility for the Architect's duty to know and understand all governing requirements. Instead, it is intended to bring attention to design issues for consideration by Architects, and their consultants during the design of a Harris County project.

OCE expects Architects and Engineers to provide design services in accordance with all current laws, statutes, ordinances, building codes, rules and regulations applicable to the design of the project.

Additional design issues that may need to be addressed that are not covered in this document, for a particular project will be addressed during project meetings.

General Requirements:

Architect will be attending meetings with the County regarding the Project, including preparation of meeting agenda and distribution of meeting notes to all concerned parties with 7 days of meeting.

The Architect's Basic Services included all disciplines all related usual and customary design, consultant, and other services necessary and reasonably inferable to complete the Project, or any phase of the Project, in accordance with the County's requirements. This includes professional services in architecture, landscape architecture, engineering services (structural, mechanical, electrical, plumbing, civil), fire protection, life safety, and code compliance, proper drainage and erosion control, and any other consultants required for the success of the project.

The Architect is responsible for coordinating the work of all of its consultants to assure that their services are appropriate for and adequately incorporated into the design of the Project. The County reserves the right, in its sole discretion, to reject the employment by Architect of any consultant for the Project to which County has a reasonable objection. Architect, however, shall not be required to contract with any consultant to which it has a reasonable objection.

The Architect shall plan the Project to incorporate current systems technology as appropriate to the stated mission of the institution and the programmed functional activities. The technology shall be compatible with any existing facility and acceptable to the County.

The Architect, as part of Basic Services, shall verify the economic feasibility of incorporating alternative energy systems and devices for space heating, cooling, water heating, electrical loads, and interior lighting into the building's design and proposed energy system.

The Architect, as part of Basic Services, shall engage a recognized and specialized construction cost estimating consultant acceptable to the County to prepare detailed Construction Cost Estimates of the Project in a form acceptable to the County following the Construction Specifications Institute (CSI) format. Updated Estimates shall be included with the submission for review at completion of each milestone submission.

The Architect shall incorporate into the documents such corrections and amendments as the County requests, unless the Architect objects in writing and receives the County's consent not to make the changes. The Architect will be responsible for any damages incurred by the County that are caused by Architect's failure to incorporate requested corrections and amendments to the documents.

Architect shall consolidate County review comments and provide a response for each review comment on a form acceptable to the County.

The Architect shall not proceed to any phase of design not expressly authorized in writing by the County, except at the Architect's own financial risk.

The Architect shall provide formal communications through e-Builder for submissions of invoices, studies, drawings, reports and documents.

Electronic submissions will be through e-Builder for the project. All pdf documents to have section bookmarks, index and page numbers; Cost estimates to be in .pdf and .xls files; Survey to be in .pdf, .dwg and .shp files; Drawings to be in .pdf and .dwg files, and native files. Hard copy set(s) required at each design phase submission for review to be determined at each milestone.

Additional services are to be approved in writing by OCE prior to start of work. Any work completed before the County's written approval is at the Architect's risk.

A. Programming

1. Scope

- a. The Architect shall provide programming services include identifying, discussing and prioritizing values, goals and objectives for determining the performance and criteria for programming Harris County Departments in the Houston downtown area for current and long-term growth (existing, 5-year, 10-year, 20 year).
- b. The Architect shall consult with stakeholders, facilitate and attend meetings and communicate with programming participants through OCE.
- c. The Architect shall prepare program documents for evaluation and approval by County.

2. Process

- a. Visioning – The Architect shall facilitate visioning sessions with programming participants to identify, discuss and prioritize values and goals for the project and then prepare a written report for the County to review and approve.
- b. The Architect shall prepare questionnaire(s) to collect information on the departments information (including parking), their spaces and how they are used, and their projected growth over time (existing, 5-year, 10-year, 20 year).
- c. The Architect shall conduct meetings with the various departments to gather and document:
 - i. People: Department Staff numbers (identify full time and part time), collaborators who need workspaces, and visitors
 - ii. Department spaces requirements for staff workspaces (i.e. number of offices, workstations, touch down, etc.), department support spaces (i.e. conference rooms, file rooms, etc.), building support spaces (i.e. restrooms, circulation, etc.), and special spaces.
 - iii. Parking serving department: quantity and types of vehicles for staff, fleet and visitors.
 - iv. Identify

1. likes,
 2. dislikes,
 3. needs,
 4. desires,
 5. and priorities to achieve objectives.
 - v. Evaluate current spaces vs future needs to fulfill objectives.
 - vi. Adjacency requirements to Court rooms, jails and other departments.
 - vii. Security Requirements
 - d. The Architect shall incorporate Harris County Facility Standards applicable to the project.
 - e. The Architect shall determine specific space requirements for future growth (existing, 5-year, 10-year, 20 year):
 - i. Identify required spaces.
 - ii. Establish size and relationships.
 - iii. Adjacency requirements
 - iv. Workflow by departments
 - v. Security requirements
 - vi. Note efficiency factors such as gross to net area.
 - vii. Identify special requirements (i.e. Secure access for high level officials, secure access for those incarcerated)
3. Deliverables:
- a. The Architect shall provide agendas, questionnaires, and presentation materials for programming meetings and furnish record of attendance and notes of discussions at the meetings.
 - b. The Architect shall develop and prepare documents for approval. The documents will include:
 - i. An executive summary including a table of programmed spaces with total occupants and NSF and GSF (existing, 5-year, 10-year, 20 year).
 - ii. Statements of values, goals and objectives.
 - iii. Documentation of the methods used to develop the program.
 - iv. Conclusions derived from analysis of data.
 - v. Relationship (bubble) diagrams indicating desired adjacencies and separations.
 - vi. Space diagrams to convey program information.
 1. Workflow diagrams to illustrate travel flow.
 2. Concept diagrams to illustrate ideas.
 - vii. Matrices of space allocations and relationships.
 - viii. List for each space any special requirements.
 - c. The Architect shall provide a risk assessment and risk mitigation matrix.
4. Documents shall be provided as PDF files, Excel spreadsheets of tables, Word files of text documents, native files, and hardcopies as required.

5. The Architect shall prepare a preliminary program document and present it to The County for review and approval.
6. Following approval of the preliminary program document the Architect shall review comments, gather additional information, if necessary, refine the program, and prepare a Final Program document to The County for approval.

B. Masterplan – Immediate Need (0-2 years)

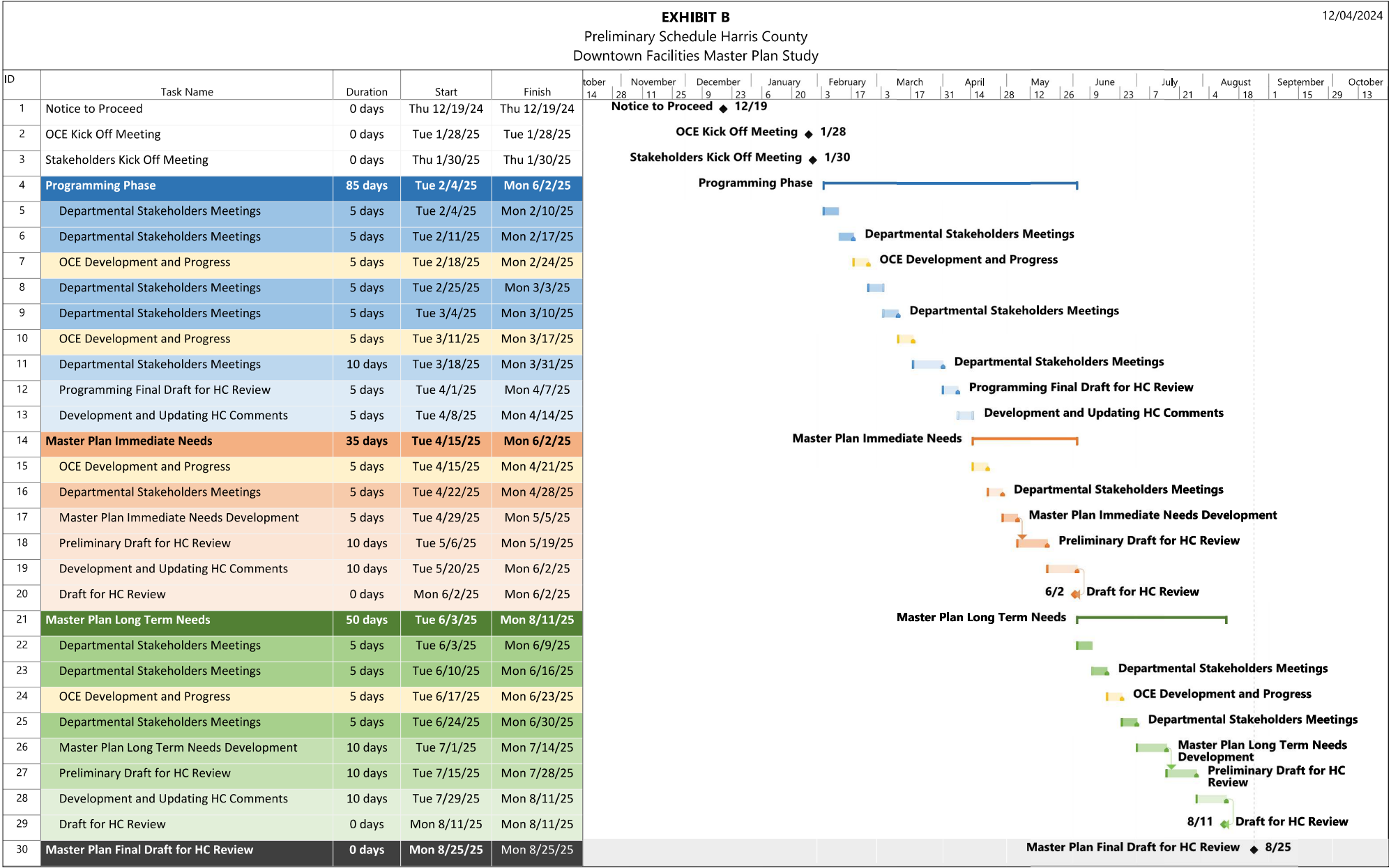
1. Meetings with County to understand current and immediate future development plans.
2. From program information collected above (existing,(0-2 year), 5-year, 10-year, 20 year) plus current developmental goals and relocations, provide near term (0-2 year) Masterplan options to include:
 - a. Existing Department locations and associated parking in downtown in site plan format and also table format
 - b. At least three near term (0-2 year) Masterplan options for consideration which includes department spaces and associated parking.
 - i. colour coded for ease of visualization.
 - ii. Provide sequence of how each option can be realized.
 - iii. Provide duration of each option
 - c. For each option: provide pros and cons, estimate of probable cost, potential risk, duration to realize the complete relocation.
3. The Architect shall identify constraints and opportunities impacting the site of the project.
 - a. Location of high-density requirements
 - b. Traffic studies in high density areas, or areas where a lot of workflow crosses.
4. Provide a comparison chart between programmatic information and proposed masterplan options, identifying all differences and solutions to these differences.
5. Provide site plan and table identifying building age and size of the County occupied spaces and parking. Also identify any adjacent building age and sizes which have opportunity for the County expansion.
6. Provide strategy options and implementation plans to achieve the selected masterplan option. Include Pros and Cons with estimated probable cost for each option.
7. Deliverables:
 - a. The Architect shall provide meetings and furnish record of attendance and notes of discussions, and action items from the meetings.
 - b. The Architect shall provide milestone updates of objectives listed in this section.
 - c. The Architect shall develop and prepare documents for County review. For each masterplan option, the documents will include:

- i. An executive summary including a graphic site presentation and table of masterplan spaces with Department existing locations (include occupied GSF and quantity of associated parking) and near term (0-2 year) locations and GSF after the department relocation (include occupied GSF and quantity of associated parking).
 - ii. Documentation of the methods used to develop the masterplan.
 - iii. Conclusions derived from analysis of data. Identify areas of concerns (i.e. congestion and short fall), and what is required to resolve the concerns.
 - iv. Space diagrams to convey program information.
 - v. Stacking diagrams for departments and associated parking, showing space allocations and relationships.
 - vi. Identity on the stacking diagrams:
 1. department information and quantities of space types,
 2. parking information quantity and space types.
 - vii. Identify furthest parking space serving the associated department.
 - viii. Workflow diagrams to illustrate travel flow.
 - ix. Concept diagrams to illustrate ideas.
 - x. Statement of probable construction cost.
 - d. Provide strategy options and implementation plans to achieve the selected masterplan option. Include Pros and Cons with estimated probable cost for each option.
8. Provide masterplan (0-2 year) conclusions which points to:
 - a. Purchasing existing useful buildings which can be renovated and integrated into the master plan.
 - b. Build on county land in the congested area. If so, identify size of building needed.
 - c. Purchasing existing land (with or without building) where a new building can be built. If so, identify size of building needed.
 - d. Multiple new buildings in locations identified to solve master plan congestion.
 - e. Another option for the County to consider.
9. Documents shall be provided as PDF files plus source files (Revit, DWG files, Excel worksheets, Word files of text documents), native files, and hardcopies as required.
10. The Architect shall prepare masterplan options and present to The County for review and selection.
11. The Architect shall prepare masterplan documents for the preferred option and present to The County for review and approval.
12. Following approval of the preliminary program document The Architect shall review comments, gather additional information, if necessary, refine the program, and prepare a Final Program document to The County for approval.

C. Masterplan – Long term Need (5-year, 10-year, 20-year)

1. Meetings with County to understand long term development goals.
2. From program information collected above (existing, 5-year, 10-year, 20-year) plus current developmental goals and relocations, provide long term (5-year, 10-year, 20-year) Masterplan options to include:
 - a. At least three long term (5-year, 10-year, 20-year) Masterplan options for consideration which includes department spaces and associated parking, colour coded for ease of visualization.
 - b. For each option: provide pros and cons of the option, estimate of probable cost, duration to realize the complete relocation.
3. Provide a comparison chart between programmatic information and proposed masterplan options, identifying all differences and solutions to these differences.
4. Provide masterplan conclusions which points to:
 - a. Purchasing existing useful buildings which can be renovated and integrated into the master plan.
 - b. Build new buildings in locations identified to solve master plan congestion.
 - c. Another option for the County to consider.
5. Provide strategy options and implementation plans to achieve the selected masterplan option. Include Pros and Cons with estimated probable cost for each option.
6. Deliverables:
 - a. The Architect shall provide meetings and furnish record of attendance, action items and notes of discussions at the meetings.
 - b. The Architect shall develop and prepare documents for County review. For each masterplan option, the documents will include:
 - i. An executive summary including a graphic site presentation and table of masterplan spaces with Department existing locations (include occupied GSF and quantity of associate parking) and long term (5-year, 10-year, 20 year) locations and GSF after the department relocation (include occupied GSF and quantity of associated parking).
 - ii. Documentation of the methods used to develop the masterplan.
 - iii. Conclusions derived from analysis of data. Identify areas of concerns (i.e. congestion and short fall), and what is required to resolve the concerns.
 - iv. Space diagrams to convey program information.
 1. Stacking diagrams for departments and associated parking, showing space allocations and relationships. Identify furthest parking space serving the associated department.
 2. Workflow diagrams to illustrate travel flow.
 3. Concept diagrams to illustrate ideas.

- c. Provide strategy options and implementation plans to achieve the selected masterplan option. Include Pros and Cons with estimated probable cost for each option.
7. Documents shall be provided as PDF files plus source files (Revit, DWG files, Excel worksheets, Word files of text documents), native files, and hardcopies as required.
8. The Architect shall prepare masterplan options and present to The County for review and selection.
9. The Architect shall prepare masterplan documents for the preferred and present to The County for review and approval.
10. Following approval of the preliminary program document The Architect shall review comments, gather additional information, if necessary, refine the program, and prepare a Final Program document to The County for approval.



1	Programming	\$	75,000.00
2	Master Plan - Immediate Needs	\$	75,000.00
3	Master Plan - Long Term Needs	\$	112,188.00
4	Final Report	\$	29,132.00
Sub-Total Basic Services (1-4):		\$	291,320.00

Additional Services Including, but not limited to

****Please note all additional service amounts are estimates only****

A1	Authorized reproduction over sets specified in this agreement - Invoice Cost	Not Applicable
A2	Off-site utilities and engineering - Invoice Cost plus 10%	Not applicable
	a. Off-site utilities and engineering (Utility Capacity Application)	Not applicable
A3	Revisions to approved drawings, specifications or other documents - Hourly rates	\$ 10,000.00
A4	Fees and costs incurred for obtaining all federal, state and local permits and approvals - Invoice Cost	Not applicable
A5	Preparing Construction Documents to remove asbestos-containing material from existing facility as part of "Demolition Plan."	Not applicable
A6	Energy Model (Firm Fixed Fee)	Not applicable
A7	Third Party Commissioning Agent - Invoice Cost plus 10%	Not applicable
A8	Equipment selection, specification, procurement coordination services for Training Tank (Firm Fixed Fee)	Not applicable
A9	Programing	Not applicable
A10	Measured drawings	Not applicable
A11	Existing facilities surveys	Not applicable
A12	Site Evaluation and Planning	Not applicable
A13	Building information modeling	Not applicable
A14	Civil Engineering (SWQMP-Invoice Cost plus 10%)	Not applicable
A15	Landscape design	Not applicable
A16	Architectural Interior Design	Not applicable
A17	Detailed cost estimating beyond Basic Services - Invoice Cost plus 10%	\$ 30,000.00
A18	On-site project representation - Hourly Rates	Not Applicable
A19	As-constructed record drawings - Hourly Rates	Not Applicable
A20	Post occupancy evaluation	Not Applicable
A21	Facility Support Services	Not Applicable
A22	Coordination of Owner's consultants	Not Applicable
A23	Telecommunications/data design & Audio Visual - Invoice Cost plus 10%	Not Applicable
A24	IT/Security Systems Engineering - Invoice Cost plus 10%	Not Applicable
A25	Commissioning	Not Applicable
A26	LEED® Certification - Fixed Fee	Not Applicable
A27	Fast-track design services	Not Applicable
A28	Historic Preservation	Not Applicable
A29	Furniture, Finishings, and Equipment Design	Not Applicable
A30	Sustainable Design in coordination with Owner's Standards and Policies	Not Applicable
A32	Low Voltage Lighting Design	Not Applicable
A33	Audio-Visual Systems Design	Not Applicable
A34	Preparation for, and attendance at a public presentation, meeting or hearing, as required by the project	Not Applicable
A35	Geotechnical Report - Invoice Cost plus 10%	Not Applicable
A36	Subsurface Utility Engineering - Invoice Cost plus 10%	Not Applicable
A37	Site & Offsite Survey - Invoice Cost plus 10%	Not Applicable
A38	Elevator Design Services - Invoice Cost plus 10%	Not Applicable
A39	Building Graphic Design Services - Hourly rates	Not Applicable
A40A	Acoustical Design Services - Invoice Cost plus 10%	Not Applicable
A40B	Structural Engineering for Unknown Site Conditions - Invoice Cost plus 10%	Not Applicable
A41	Traffic Impact Analysis/Study - Invoice Cost plus 10%	\$ 140,800.00
A42	Additional Meetings Beyond as Described in Basic Services	\$ 30,000.00
A43	Additional Printing - Invoice Cost	\$ 5,000.00

Sub-total Additional Services

\$215,800.00

TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)

\$ 507,120.00



EXHIBIT D: ENGINEER TEAM ACKNOWLEDGMENTS

1. The following is the group of providers selected to perform the obligations described in the Agreement.

2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under “Special Designation” Box:
 - ☐ MWBE (Minority and Women Owned Business Enterprise)
 - ☐ HUB (Historically Underutilized Business)
 - ☐ DBE (Disadvantaged Business Enterprise)

3. Also, all contract values must be identified in the table under “Contract Value”.

Responsibility	Firm	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	PGAL, Inc.			\$241,320.00
Cost Estimating	Project Cost Resources, Inc.	WBE, HUB	\$50,000.00	
Total			\$50,000.00	\$241,320.00

Total Contract Value in dollars:

\$291,320.00

Percent of contract in dollars allocated to (MWBE, HUB, or DBE) Consultants:

17.2%

☐ The Engineer understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.

☐ A proposed decrease in the contract value for any MWBE, HUB, or DBE listed on this Exhibit must be approved by the Department of Economic Equity and Opportunity (DEEO).

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on January 9, 2025, with all members present except none.

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

ORDER AUTHORIZING
AGREEMENT BETWEEN
HARRIS COUNTY AND PGAL, INC.
FOR PROFESSIONAL ARCHITECTURE SERVICES

Commissioner Garcia introduced an order and moved that Commissioners Court adopt the order. Commissioner Ramsey 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Agreement between **Harris County** and **PGAL, Inc.** for Professional Architecture Services. The attached Agreement, including any addendums, may be executed with an electronic or facsimile signature. The Harris County Engineering Department is authorized to request the Harris County Purchasing Agent to expend up to **\$507,120.00** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement.
2. The Harris County Engineering Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

January 9, 2025

Approve: G/R

"EXHIBIT C-1" - Compensation for Professional Services
Project Name: Various Locations - Downtown Facilities Masterplan - 2024

Project Limits:

UPIN: 24035MF3JF01

Construction Cost Estimate: Not Applicable

1	Data Analysis			\$37,423.00
2	Scenarios			\$87,322.00
3	Preliminary Draft			\$74,847.00
4	Final Report			\$49,898.00
5	Survey			
	Existing ROW Maps	Not Applicable		
	Survey Coordination	Not Applicable		
				\$0.00
5	Geotechnical Report			
	Roadway	Not Applicable		
	Bridge	Not Applicable		
	Detention Pond	Not Applicable		
	Geotechnical Coordination	Not Applicable		
				\$0.00
6	Environmental			
	Environmental Site Assessment	Not Applicable		
	Wetlands Determination & Delineation	Not Applicable		
	Regional General Permit	Not Applicable		
	Individual Permit	Not Applicable		
	Cultural Resources	Not Applicable		
	Threatened & Endangered Species	Not Applicable		
	Environmental Coordination	Not Applicable		
				\$0.00
7	Drainage			
	Drainage Report	Not Applicable		
	CLOMR	Not Applicable		
	Drainage Coordination	Not Applicable		
				\$0.00
8	Traffic			
	Traffic Signal Warrant Study	Not Applicable		
	Traffic Signal Warrant Study	Not Applicable		
	Traffic Signal Warrant Study	Not Applicable		
	Traffic Coordination	Not Applicable		
				\$0.00
Subtotal Basic Services (1-8):				\$249,490.00
9	*Optional Additional Services including, but not limited to	(Fixed Fees)		
	<u>Additional Services including 10% Mark Up</u>			
	Cost Estimate	\$57,200.00		
	Additional Meetings (Hourly Rate)	\$20,000.00		
	Printing Beyond Basic Scope of Services	\$1,000.00		
				\$78,200.00
TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)				\$327,690.00



EXHIBIT D-1: ENGINEER TEAM ACKNOWLEDGMENTS

1. The following is the group of providers selected to perform the obligations described in the Agreement.
2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under "Special Designation" Box:
 - ☐ MWBE (Minority and Women Owned Business Enterprise)
 - ☐ HUB (Historically Underutilized Business)
 - ☐ DBE (Disadvantaged Business Enterprise)
3. Also, all contract values must be identified in the table under "Contract Value".

Responsibility	Firm	NAICS Code	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	PGAL, Inc.				\$327,690.00
Surveying					
Environmental					
Traffic Engineering					
Landscape					
Other					
Total				\$0.00	\$327,690.00

Total Contract Value in dollars:

\$327,690.00

Percent of contract in dollars allocated to (MWBE, HUB, or DBE) Consultants:

0.00%

☐ The Engineer understands that it is solely responsible and liable to the County for the completion of all obligations under the Agreement.

☐ A proposed decrease in the contract value for any MWBE, HUB, or DBE listed on this Exhibit must be approved by the Department of Economic Equity and Opportunity (DEEO).

ORDER OF COMMISSIONERS COURT

Authorizing execution of a First Amendment to a Professional Architecture Services Agreement

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 the ____ day of _____, with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO PROFESSIONAL ARCHITECTURE SERVICES AGREEMENT WITH PGAL, INC.

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<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 adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the First Amendment to the Master Agreement to reduce the scope of work and limit of appropriations under the Master Agreement to **\$327,690.00**. The First Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.