
PROFESSIONAL SERVICES AGREEMENT

(Professional Architecture and Engineering Services)

1. PARTIES

- 1.1 Parties. The Parties to this Professional Services Agreement ("Agreement") are **Page Southerland Page, Inc.** ("Architect") and **Harris County** ("County"), a political subdivision of the State of Texas acting by and through **Harris County Toll Road Authority**, ("HCTRA"). 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 repurpose the toll plaza buildings as part of the Barrier Free Program to accommodate the needs of our system going forward ("Project").
- 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 and Engineering Services for the Project. Specifically, to provide architectural professional services for the Barrier-Free Program related to gantries, existing toll plaza buildings and landscape architectural design. Architect will perform all services described in Architect's scope of services attached hereto as Exhibit A.
- 2.3 Professional Architecture and Engineering Services. The professional services to be performed under this Agreement are within the scope of professional architecture and engineering, 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 and engineer, for the respective professional services. The professional engineering services shall be performed in accordance with Tex. Occ. Code Ann. §§ 1001.001, et. seq, as amended; and the professional architecture services will be performed in accordance with Tex. Occ. Code Ann. §§ 1051.001, 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 HCTRA (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 HCTRA of the authority to do business in this state or at the location specified in this Agreement.

- 3.4 Ability to Perform. County 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 Purchasing Department at 1001 Preston, Suite 670, Houston, TX 77002, Attn: Lytrina Bob or (2) submit the form by email to Lytrina.Bob@pur.hctx.net.
- 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 HCTRA. 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 HCTRA 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 Exhibit A and all other referenced attachments incorporated in this Agreement (altogether referred to as the Scope of Work). This Agreement and Exhibit A 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 HCTRA 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, HCTRA 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 HCTRA 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 HCTRA shall be considered the permission of County. Such written permission will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. However, with notice to HCTRA, 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 HCTRA 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 HCTRA, 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 HCTRA, 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 HCTRA, 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 HCTRA 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. An architect and a professional engineer (who have been assigned by Architect to manage the Scope of Work and who are 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 HCTRA staff and/or contractors, unless otherwise set forth in the Scope of Work or approved in writing by HCTRA. In addition, Architect shall adhere to best practices, industry standards and design criteria.
- 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 architectural and engineering guidelines, standards, and design criteria (see <http://www.eng.hctx.net>). HCTRA 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 HCTRA. 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 HCTRA 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, HCTRA 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 HCTRA, 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 HCTRA; (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 HCTRA 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 HCTRA; (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 HCTRA immediately of all requests for confidential information; and (8) immediately report to HCTRA 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 HCTRA. 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 HCTRA of the request along with a copy of the request, and give HCTRA 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 HCTRA.

- 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 HCTRA Deputy Director. The HCTRA Deputy Director ("HCTRA DD") 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 HCTRA DD shall act as referee between the Parties in all questions arising under the terms of this Agreement and that the decisions of the HCTRA DD shall be final and binding alike on all Parties. If agreed to in writing by Architect and the HCTRA DD (or designee), Architect and the HCTRA DD 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 HCTRA DD 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 HCTRA DD to alter, vary, or amend any of the terms or provisions of this Agreement, other than the aforementioned Adjustments. The HCTRA DD 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 HCTRA 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 Purchasing Department at 1001 Preston, Suite 607, Houston, TX 77002, Attn: Lyrina Bob or (2) submit it by email to Lytrina.Bob@pur.hctx.net.

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 **THREE MILLION SIX HUNDRED TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,622,500.00)** to pay and discharge any and all liabilities that County may incur arising out of this Agreement. The total maximum sum includes a contingency in the amount of 15% (\$472,500) of the cost of the work. The contingency funds are to be distributed by the County upon request by the Architect as needs arise. The contingency funds, when utilized, will be treated as reimbursable costs within the meaning of this Section. 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 HCTRA 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 HCTRA 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 HCTRA, 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 HCTRA 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. HCTRA will review each statement or invoice and approve it with any modifications HCTRA deems appropriate after mutual consultation and agreement with Architect. HCTRA 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 HCTRA 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 HCTRA, 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 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 HCTRA'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 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 January 31, 2023 and end on the later date of (a) the Project completion or (b) April 2027.

9. TERMINATION PROVISIONS

- 9.1 Determination of Material and Non-Material Breaches. The HCTRA DD shall determine whether a breach of this Agreement by either Party is material or non-material. The HCTRA DD'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. HCTRA is authorized to give notice for County.
- 9.3 Material Breaches.
- 9.3.1 Suspension. HCTRA 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. HCTRA 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 HCTRA 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 HCTRA 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 HCTRA 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 HCTRA 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 HCTRA 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, HCTRA, 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: Wendy Heger
Vice President
Page Southerland Page, Inc.
1100 Louisiana Street, Suite One
Houston, TX 77002
Email: wheger@pagethink.com

COUNTY: Deputy Director, Engineering
Harris County Toll Road Authority
7701 Wilshire Place
Houston, TX 77040

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 HCTRA. 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. Rate Schedule

11.22 Tax Exemption. Pursuant to Texas Tax Code §151.309, as a political subdivision, County claims exemption from sales and use taxes and will provide exemption certificates upon written request. County shall not be liable to reimburse or pay any personal property taxes, charges, or fees assessed against Architect.

11.23 Electronic or Facsimile Signatures and Duplicate Originals. Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

11.24 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the party's governing body to legally obligate and execute this Agreement on behalf of the party.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

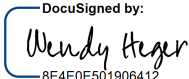
By 
0B97D5E185374E3
MARCY LINEBARGER
Senior Assistant County Attorney

HARRIS COUNTY

By _____
LINA HIDALGO
County Judge

Date _____

PAGE SOUTHERLAND PAGE, INC.

By 
8E4E0E501906412...
Name Wendy Heger
Title vice President
Date 2/13/2023

APPENDIX A

SCOPE OF SERVICES

Architectural and Engineering Design Services for the Barrier Free HCTRA Program

PROJECT LOCATION / DESCRIPTION

The proposed Project is located in Harris County along the Sam Houston Tollway (SHTR) from IH 45 N to SH 225.

Architectural and Engineering Design services to support the Barrier-Free HCTRA Program, consisting of Plans, Specifications and Estimates (PS&E) packages described under the Project Scope.

PROJECT SCOPE

The Architect/Engineer (A/E) shall provide professional services for the following Tasks:

Task 1 Services: Surface aesthetics of columns; surface aesthetics of the main lane tolling plaza trusses as described herein.

Task 2 Services: Renovation of Buildings and sites at toll plazas: Five (5) building renovations (North, Central, Deputy Chavis, Southeast, and East Plaza Buildings) and one (1) demolition drawing set (Sam South Plaza Building). Renovation designs include roof solar panels and EV charging stations. Two of the buildings (Deputy Chavis and an undetermined location) will have EZ Tag stores. Specific scopes of work and cost estimates per building and site will be established in the initial Programming and Scoping phase of this project described herein.

Task 3 Services: Professional services to support HCTRA in stakeholder engagement, consisting of providing presentation drawings, relevant cost, and schedule information as described herein.

SERVICES TO BE PROVIDED BY HCTRA THROUGH THE PMC

Program Management Consultant (PMC) HCTRA has designated Entech Civil Engineers, Inc. (ECE) as its Program Management Consultant (PMC). ECE shall be the

prime point of contact for the A/E. In general, A/E design and procedures will follow the usual design practices of HCTRA.

The PMC shall provide the following items, if available, to the A/E.

- A. Copies of as-built or existing plans for the roadway, toll plaza, etc.
- B. Contact information for each Project consultant.
- C. Latest version of TxDOT Project Specifications Book (Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges).
- D. The latest version of electronic MicroStation V8i files for each of the above-mentioned plans, including topographic mapping, proposed planimetrics, profiles, drainage, signing and markings, traffic control plans, cross-sections, and utilities, if available.
- E. All available survey information including survey control information, mapping, point files, and field notes.
- F. All available geotechnical information and reports.
- G. Traffic information, including number and width of toll lanes for each toll location.
- H. HCTRA CADD Standards
- I. AET CADD Manual

SERVICES TO BE PROVIDED BY THE A/E

I. GENERAL

The A/E shall provide engineering and design services required for the preparation of the Plans Specifications, Estimates (PS&E) package(s), and bidding for the Project. The A/E responsibility includes inserting plans prepared by other consultants into the PS&E package.

The A/E shall prepare all work in accordance with the latest version of applicable HCTRA and/or TxDOT procedures, specifications, manuals, guidelines, standard drawings, standard specifications or previously approved special provisions and special specifications to include *HCTRA Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, the Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and other TxDOT approved manuals. When design criteria are not identified in TxDOT's manuals, the A/E shall notify HCTRA and refer to the *American Association of*

TxDOT Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, Latest Edition. All design work to conform to the latest industry standards even if it is not listed herein.

The A/E shall submit and follow their QA/QC Plan and shall resolve or make the revisions to the contract documents during each of the design phases (Schematic, Design Development, and Construction Documents). The A/E shall provide evidence that all comments provided have been addressed. This evidence will be in the form of a written response (e.g., Excel spreadsheet with comment and response) and, if applicable, corrected plan sheets with indications where comments were addressed.

In general, Architectural and Engineering design and procedures will follow the usual design practices of HCTRA. The following are general requirements for the Project:

- A. Produce plans, specifications, and estimates (PS&E) and prepare construction bid documents.
- B. All designs for the Project shall be in accordance with the established PMC CADD Standards.
- C. Furnish computer media and computer graphics files as described herein.
- D. Submit Schematic, Development, and Construction packages for review by the PMC.
- E. Coordinate contract document preparation with the PMC.
- F. Provide project planning and control to include quality management.
- G. Provide an accurate, complete, and constructible set of contract documents.
- H. HCTRA will have the ultimate authority for determining what constitutes an accurate, complete, and constructible set of contract documents.
- I. If so, directed by HCTRA and/or the PMC, make the revisions to the contract documents, as reported during the design review process.
- J. Design work will be consistent with the 6 main pillars of the overall program:
 - 1. Safety for the end users and operations,
 - 2. Reliability of the system,
 - 3. Resilience and Sustainability of the assets,
 - 4. Equity and Accessibility of the system,
 - 5. Innovation and Evolution
 - 6. Stewardship and Accountability

- K. Provide Permitting and Bid Phase Services to assist the PMC during the bidding and procurement phase.
- L. Provide Construction Administration Services and Closeout as outlined in the Scope of Work.
- M. A/E understands that CAD architectural floor plans are available in PDF format for the toll plaza buildings, but drawings for all discipline may not be available. A/E will need to update the drawings to current conditions and create an architectural BIM model for all disciplines. A/E proposes to engage a consultant for laser scanning of buildings for this purpose, in lieu of hand-measuring the buildings.
- N. A/E will provide Civil Engineering, but only Civil Engineering associated with building renovation and building sites. All other Civil Engineering will be provided by Others.
- O. A/E will provide Structural Engineering, including structural engineering for support of rooftop solar panels and remedial structural engineering associated with building renovation. All other Structural Engineering will be provided by Others.

II. DATA COLLECTION

- A. The purpose of this task is to obtain the available data provided in support of the design of the Project.
 - 1. Review the data obtained from the PMC listed above and coordinate with the PMC for additional data requests.
 - 2. Coordinate with the PMC regarding its proposed design and the accommodations for the proposed electronic toll collection system infrastructure design.
- B. The A/E shall conduct field reconnaissance of the Project site, noting existing conditions and special design considerations. The A/E shall photograph the Project site at all points of interest and collect data as necessary to aid in the Design. The A/E shall make these photos and data available to the PMC.

III. UTILITY LOCATIONS AND COORDINATION

- A. The A/E shall coordinate with the PMC and utility companies to address conflicts with the proposed improvements and for all necessary private and public utility connections required for the functionality of the toll locations.
- B. As required, the A/E shall facilitate in coordination with the PMC, utility conflict identification and resolution.

- C. The A/E shall identify conflicts that may impact the improvements and provide to the PMC a recommendation for relocation and/or adjustments for such utilities. The A/E shall evaluate alternatives in the adjustment of utilities balancing the needs of HCTRA and the Utility.

IV. PROJECT MANAGEMENT

The purpose of this task is to provide the overall management of the contract. The A/E will set up Project files, and overall coordination and contact with the Project Team Members (PTM), HCTRA, and the PMC will be maintained.

- A. Provide general coordination with the PTMs and the PMC concerning administrative and technical issues.
- B. Quality Assurance/Quality Control Plan
 - 1. The A/E shall submit their Quality Assurance / Quality Control (QA/QC) Plan to document the A/E's quality control program. The A/E shall conduct Quality Control procedures under respective work tasks and sub-tasks.
 - 2. The A/E shall submit the QA/QC check print with each PS&E submittal.
- C. Prepare and submit monthly progress reports and invoices to HCTRA through the PMC for review and approval. The invoices will include the progress report, invoice, and schedule, and will be confirmed by the PMC based on in-progress deliverables received. The A/E's written progress report shall describe activities performed during the reporting period by scope task; activities planned for the following period, problems encountered, and actions taken to remedy them, a list of meetings attended, a list of deliverables submitted in the reporting period, a list of outstanding issues that need resolution, overall status including a physical percent complete, and a financial percent complete by scope task, and estimated completion dates for the work.
- D. Invoices are to be submitted on a monthly basis. The A/E will prepare each invoice in the format provided by the PMC. When directed by the PMC and/or HCTRA, the A/E shall modify the information and/or format. Hard copies of the invoice shall be delivered to the PMC and/or emailed. For contracts with Time and Materials and/or contingency work, certified timesheets shall be submitted with the invoice.
- E. The A/E will be responsible for internal documentation and administration of the Project files.
- F. The A/E will provide Bid Phase Services as described in Meetings and Conferences.

V. MEETINGS AND CONFERENCES

- A. Attend Project “kick-off” meeting held by the PMC and HCTRA. The A/E shall also attend coordination and interim progress review meetings which will be scheduled on an as-needed basis. At a minimum we anticipate monthly progress meetings, and at certain points the meetings may be more frequent due to design progress. Prepare and distribute meeting minutes within five working days after the meeting.
- B. Attend Pre-Bid Conference and assist HCTRA and the PMC in conducting conferences.
- C. Prepare Pre-Bid Conference meeting minutes, including written responses to oral and written inquiries received before and during the conference, within two working days after the conference.
- D. Assist in the preparation of Addenda to interpret, clarify, and amend the Contract Documents.
- E. Prepare a set of Conformed Documents-Contract Drawings and Specifications, revised to incorporate all Addenda changes made during the Bidding Phase.
- F. All Construction documents and meeting minutes to be transmitted electronically only; no printing will be required.
- G. Prepare the bid tabulation and submit a bid analysis summary to the PMC with recommendations within 3 days of letting.
- H. Assist the PMC and HCTRA in pre-qualifying manufacturers/suppliers for alternative products.

VI. RISK REGISTER

The Risk Register is a tracking of various design and implementation issues. The A/E shall participate in Risk Register Workshops to assist the PMC with updating the Risk Register by identifying risks that may impact the project.

VII. PREPARATION AND SUBMITTAL OF PS&E

The drawing and specification packages shall include civil, electrical, mechanical, structural, plumbing, architectural, communication infrastructure, and appurtenances (as applicable) required to construct the Project. The deliverables for the PS&E design packages will include electronic design drawings in PDF format and technical specifications, and are detailed as follows:

- A. Preparation of quantities and construction cost estimates for the Project.
- B. Preparation of General Notes and Specification Data Sheets.

- C. The A/E shall assemble and provide contract documents into the milestone submittals for interim progress reviews by the PMC and HCTRA as described herein.
- D. Upon award of construction contract, provide electronic files of the conformed set of the Contract Drawings (with addenda from Bidding process) in the latest MicroStation or AutoCAD format approved by the PMC, and the Specifications in Microsoft Word to the PMC and HCTRA.

VIII. SCHEDULE AND SCHEDULE UPDATES REPORTING

- A. The A/E shall prepare an overall Project schedule detailing the progression of the work. This schedule will include review dates by HCTRA and the PMC, submittal dates for deliverables, and an estimated time frame to complete the work. Changes or adjustments in the schedule caused by delays in tasks or reviews will be discussed by the PMC with HCTRA.
- B. The A/E shall maintain this detailed schedule of design activities in a format agreed upon by the A/E and PMC.
- C. The activity coding shall follow the WBS structure prescribed by the PMC. Appropriate milestones for design delivery shall be maintained.
- D. A baseline schedule shall be created and submitted for approval. The subsequent progress schedules shall be updated monthly and any updates shall be reported against the baseline. Any variance from the baseline shall be accompanied with an explanation in the monthly report along with a recovery schedule. Changes to the schedule, including changes in logic and addition or deletion of activities, shall be clearly identified as part of the monthly update/submission.
- E. The baseline schedules and subsequent updates shall be submitted to the PMC as part of the A/E's monthly report in PDF format (11x17).

(Task 1 – Surface Aesthetic of Columns and Trusses at Tolling Gantries)

I. TOLL GANTRY AND COLUMNS AESTHETICS

The A/E shall provide architectural services and environmental graphic design services for aesthetic treatment of the surfaces of the columns at each of seven (7) locations. Scope includes two to four columns on each side for the seven (7) locations.

The A/E shall provide architectural services and environmental graphic design services for aesthetic treatment of the approach-side trusses at each of seven (7) toll plazas.

Services shall include the following:

- Schematic Design of surface design with multiple options for presentation and review.
- Coordination with HCTRA, Entech, Section Design Consultants and their Consulting Engineers to complement adopted themes and patterns.
- Design Development with proposed final designs for presentation and review.
- Construction Details and Specifications sufficient for incorporation into Others Engineering Contract Documents.
- Limited bidding and permitting services (services to respond to bidders' questions about the surface and structural design of columns).
- Construction-phase services for a period of one year providing observation of conformance with design intent.
- Project management and project team meeting participation.

(Task 2 – Renovation of Buildings and Sites at Toll Plazas)

I. MAINLANE TOLL PLAZA BUILDING RENOVATIONS

- A. Five (5) building renovations (North, Central, Deputy Chavis, Southeast, East Toll Plaza Buildings) and one (1) demolition drawing set (Sam South Toll Plaza Building.) Renovation designs include roof solar panels and EV charging stations. Two of the buildings (Deputy Chavis and an undetermined location) will have EZ Tag stores. The A/E shall provide professional services for renovation of five (5) buildings, including:
 1. Architectural programming and scoping services.
 2. Architectural services.
 3. Interior Design Services, including built-in millwork design.
 4. Site Design/Planning Services.
 5. Graphic design and wayfinding services.
 6. MEP/FP Engineering, including energy modeling and electrical engineering for roof solar panels, EV charging stations, and emergency generators.
 7. Data/telecom/audiovisual/security design services, including design and layout of data rooms, cable trays, cabling plan, outlet locations, camera locations, audio/visual equipment locations and associated connections,

badge reader and door hardware connections, and specifications for elements of the systems.

8. Structural engineering related to adapting structural elements affected by building renovation. Includes reporting, providing details and calculations. Design of new structures is excluded.
9. Civil engineering related to building driveways, parking lots, and building utility service. Includes:
 - a. Civil Engineering associated with the building renovation including paving design for building driveways and building parking lots, and parking striping design.
 - b. Driveway addition or modification.
 - c. Utility relocation or new utility routes, including coordination with electrical engineering for EV charging stations in parking areas.
 - d. Coordination with dry utility companies for utility relocation.
 - e. Grading and drainage for building, parking and associated sidewalks and driveways.
 - f. Provide civil construction notes and details.
 - g. Provide a civil demolition plan for the building to be demolished.
10. Cost estimating.
11. Landscape architecture for areas immediately surrounding the building including building parking lots.
12. Building Commissioning.
13. Laser scanning of existing buildings and creation of BIM models.
14. Furniture design/selection/procurement services.
15. Excluded: Survey, geotechnical engineering, measured drawings.

Civil engineering for tollway; its right of way; bridges; retaining walls; and tollway utilities shall be engineered by others.

The A/E understands that HCTRA's intent is to control renovation cost by focusing on interior renovations and minimizing exterior envelope renovations. However, some of the existing buildings have roof leaks, and the 30-year-old buildings may need exterior upgrades to meet current energy codes. Services shall be delivered in phases, as follows:

B. Programming and Scoping Phase

1. The A/E shall meet with Entech/HCTRA to establish and document goals and parameters of building renovations. The A/E shall meet with HCTRA stakeholder groups, including Incident Management, Toll Operations, Maintenance, Customer Service, and the Executive Team to document space needs and operational flows.
2. The A/E shall produce a single Program Document, containing a list of spaces, their sizes and adjacencies, and standards for operation for application to all five (5) buildings. The document will also include sustainability/resiliency goals and strategies, including a proposed LEED checklist and data to be collected for Envision certification. The document will be presented, revised, and then submitted for adoption by HCTRA for use throughout the Project.
3. The A/E shall direct its laser scanning consultant to scan six (6) buildings, including the one (1) scheduled for demolition; and convert the information into BIM models for the A/E's design and documentation.

C. Schematic Design (SD) Phase

1. Tasks:

- a. Building Code and regulatory review
- b. Review existing site conditions, existing drawings and documentation.
- c. Develop and document design concepts and options for all disciplines.
- d. Not more than twelve (12) meetings – two per building - to review design concepts and options; with design review teleconferences as needed. Recommend preferred option(s) to HCTRA.
- e. Present final Schematic Design to the Owner (one meeting), based on selected option.

2. Deliverables:

- a. Drawings, diagrams, and design sketches as needed to convey concept and establish options for consideration by HCTRA, stakeholders.
- b. Updated project design schedule.
- c. Updated LEED checklist and Envision data.

D. Design Development (DD) Phase

1. Tasks:

- a. Prepare mechanical, electrical, plumbing preliminary design diagrams and/or narrative (as necessary for HCTRA's approval).
- b. Prepare engineering calculations as needed to define proposed engineering systems design and identify long-lead order items as necessary (in conjunction with Contractor).
- c. Develop DD-Level drawings, BIM model, documents, and draft specifications for all disciplines, based on HCTRA's approved SD submittal, to establish basis of design, quality level, cost, and scope of project.
- d. Develop preliminary furniture selections for review.
- e. Not more than six (6) review meetings of DD documents – one per building – for HCTRA's approval.
- f. Update project design schedule.
- g. Follow-up design review meeting (one) with HCTRA to confirm scope, cost, and schedule for the project.

2. Deliverables:

- a. Design drawings, specifications and documentation as needed to establish scope and provide a basis for determining probable cost.
- b. Cost estimate.
- c. Updated project design schedule.
- d. Updated LEED checklist and Envision data.

E. Construction Documents Phase

A/E assumes the Contract Documents will be issued in a single bid package for five (5) buildings and an additional sixth package for demolition only of one toll plaza building. Only construction document services will be provided for this separate package.

1. Tasks

- a. Prepare Architectural, Landscape (building site only), Structural, Civil, Mechanical, Electrical, Plumbing, and Specialty Consulting Construction Documents for Harris County permit review.
- b. Up to twelve (12) coordination meetings with HCTRA for review at appropriate stages of documentation.
- c. One meeting with HCTRA to review final drawings, documentation, and specifications.

2. Deliverables:

- a. Interim submittals and coordination documents for HCTRA review and comment.
- b. Cost estimate.
- c. 100% Construction Documents (signed and sealed), issued for bid and construction.
- d. Furniture schedule and specifications.
- e. Updated LEED checklist and Envision data.

F. Permitting and Bidding Phase

1. Tasks

- a. Respond to questions from Harris County's building permit reviewers applicable to the Construction Documents. Revise documents accordingly.
- b. Prepare responses to Contractor/subcontractors' questions and issue addenda during bidding phase.
- c. Assist HCTRA in evaluating bids.
- d. Work with HCTRA Purchasing to procure furniture.

G. Construction Administration Phase

1. Tasks:

- a. Submittal review and preparation of responses to RFI's.
- b. Periodic site visits to review progress of the construction and to verify installation is in accordance with the intent of the construction documents.

- c. Project close-out; punch list and final review.
 - d. A/E will utilize the Owner's approved information management system (MANAGE-IT) to record, manage and transmit all electronic project deliverables, including shop drawings, RFI's and submittals.
 - e. Collect documentation from Contractor and submit documentation for LEED Certification. Provide data for Envision Certification to Entech.
 - f. Building Commissioning Services.
2. Deliverables:
- a. Periodic field reports and copies of Submittal Reviews, in PDF format.
 - b. Copies of Close-out documentation, in PDF format.
 - c. Commissioning Report.

H. Closeout Phase

1. Tasks:
- a. Observe progress of closeout and warranty items.
2. Deliverables:
- a. Closeout documents and certifications

(Task 3 – Professional services to support HCTRA in stakeholder engagement, consisting of providing presentation drawings and relevant cost and schedule information.)

I. STAKEHOLDER ENGAGEMENT

- A. Others will facilitate meetings. Stakeholders include HCTRA management and departments; Commissioners Offices; Business Districts; Communities; Section Design Consultants; and others as identified by HCTRA. The A/E shall provide consulting services and expertise as follows:
- 1. Meet with HCTRA, Entech, Commissioners, and their consultant Outreach Strategists to understand approach for outreach. Fee assumes four two-hour meetings. Services do not include consulting regarding approach or strategy.
 - 2. Provide content, such as presentation drawings, budget estimates, and/or schedule information, to HCTRA and Outreach Strategists for approximately 24 business district and community meetings. The A/E shall not facilitate nor attend these meetings.

3. Participate in meetings with six (6) Section Design Consultants and their Consulting Engineers, approximately one (1) per month over a period of one (1) year, for a total of twelve (12) two-hour meetings.
4. Participate in weekly meetings with Entech and the HCTRA Project Team for a period of one (1) year, for a total of 52 two-hour meetings.
5. Participate in meetings with County Commissioners, approximately two (2) per Precinct for a total of eight (8) one-hour meetings.

APPENDIX B

<u>JOB CLASSIFICATION</u>	Maximum Raw Salary Rate
Page Southerland Page, Inc.	
Administrative Staff	\$63.94
Architect I	\$52.88
Architect II	\$86.90
Architect III	\$81.73
Architectural Designer I	\$50.48
Architectural Designer II	\$69.71
Architectural Designer III	\$69.71
Architectural Lead	\$81.73
BIM Manager	\$72.12
BIM Specialist	\$45.67
Commissioning Agent	\$55.29
Commissioning Engineer	\$48.08
Commissioning Specialist	\$76.92
Designer I	\$62.50
Designer II	\$45.67
Graphic Design Lead	\$44.23
Graphic Designer I	\$29.81
Graphic Designer II	\$51.08
Graphic / Signage Designer III	\$44.23
Interior Designer I	\$41.11
Interior Designer II	\$55.65
Interior Designer III	\$108.17
Interior Lead	\$74.52
Principal	\$98.56
Programming Consultant	\$43.99
Programming Lead	\$69.71
Project Director	\$126.44
Project Manager I	\$81.73
Project Manager II	\$78.00
Project Manager III	\$96.15
Senior Graphic Designer	\$45.67
Senior Principal	\$144.23
Senior Programming Consultant	\$55.29
Senior Sustainability Consultant	\$47.12
Senior Urban Planner	\$60.10
Sustainability Consultant	\$39.42
Sustainability Lead	\$69.10
Urban Planning Lead	\$48.56

Bovay Engineers, Inc.		
Principal		\$73.33
Senior Civil Project manager		\$65.00
Senior MEP Project Manager		\$61.67
Civil Project Engineer		\$55.00
MEP Project Engineer		\$53.33
BIM Project Manager		\$53.33
Civil Project Engineer/Graduate Engineer		\$46.67
MEP Project Engineer/Graduate Engineer		\$43.33
Civil Senior Designer/CAD Technician		\$41.67
MEP Senior Designer/CAD Technician		\$38.33
Administrative		\$21.67
Note: Maximum Raw Salary Rates shown above are effective for the first year of the approved contract and are subject to an annual escalation rate of 4% effective on the contract anniversary date.		
Maximum Reimbursable Expense		
		IRS
		Approved
Mileage	Per mile	Rate
Delivery	Each	At cost
Reproduction	Each	At cost

APPENDIX X

Disclosure of M/WBE Participation

Name of MBE/WBE Certified Firm	Bovay Engineers, Inc.
Certified by:	City of Houston (MBE)
Address / City / State / Zip:	11757 Katy Fwy Suite 700A, Houston, TX 77079
Name of Contact Person:	Morris Andress
Email address for Contact Person:	mandress@bovayengineers.com
Telephone number for Contact Person:	(713) 777-8400 / (713) 817-9696
Percent of Subcontract:	40.48%
Description of services:	MEP/FP Engineering, Structural Engineering, IT/AV/Security Consulting, Landscape Architecture, Civil Engineering, Cost Estimating
6-digit NAICS code for work to be performed:	541320, 541330, 541490

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

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

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 _____, with all members present except _____.

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

ORDER AUTHORIZING
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
HARRIS COUNTY, ACTING BY AND THROUGH THE HARRIS COUNTY TOLL
ROAD AUTHORITY AND PAGE SOUTHERLAND PAGE, INC. FOR PROFESSIONAL
ARCHITECTURE AND ENGINEERING SERVICES

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:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input 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 Professional Services Agreement between **Harris County, acting by and through the Harris County Toll Road Authority** and **Page Southerland Page, Inc.** for Professional Architecture and Engineering Services in connection with providing architectural professional services for the Barrier-Free Program related to gantries, existing toll plaza buildings and landscape architectural design. The attached Agreement, including any addendums, may be executed with an electronic or facsimile signature. The Harris County Toll Road Authority is authorized to request the Harris County Purchasing Agent to expend up to **\$3,622,500.00** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement.
2. The Harris County Toll Road Authority, 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.