
PROFESSIONAL SERVICES AGREEMENT

(Professional Architecture and Engineering Services)

1. PARTIES

- 1.1 Parties. The Parties to this Professional Services Agreement (“Agreement”) are **TEDSI Infrastructure Group, 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 improvements to Lauder Road from Chrisman Street to east of Highway 69, located in Harris County, Precinct 2 ("Project"). This Project is also identified as UPIN 24102MF33C01.
- 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 in the study, design and bidding phase of the Project, as further described in Exhibit A attached.
- 2.3 Architecture and Professional 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 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. 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 County staff and/or contractors, unless otherwise set forth in the Scope of Work or approved in writing by HCED. In addition, Architect shall adhere to all applicable County architecture and engineering 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>). 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 **SIX HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED NINETY AND 17/100 DOLLARS (\$658,890.17)** 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 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) the 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: Jesus Salinas
CEO
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, TX 77079
Email: jmorris@tedsi.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

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.

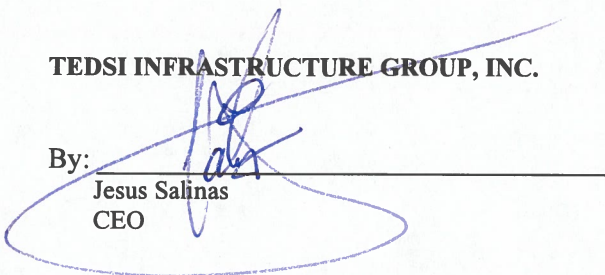
11.24 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the party's governing body to legally obligate and execute this Agreement on behalf of the party.

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

TEDSI INFRASTRUCTURE GROUP, INC.

By: _____
Jesus Salinas
CEO



APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By: Stanley Sun
Stanley Sun
Assistant County Attorney
CAO File Number 24GEN2346

Sidewalk – Lauder Road, Precinct 2

UPIN 24102MF33C01

EXHIBIT A

SCOPE OF WORK

Road Name: Lauder Road

Road Classification: Major Thoroughfare

Project Limits: Chrisman Rd to IH 69

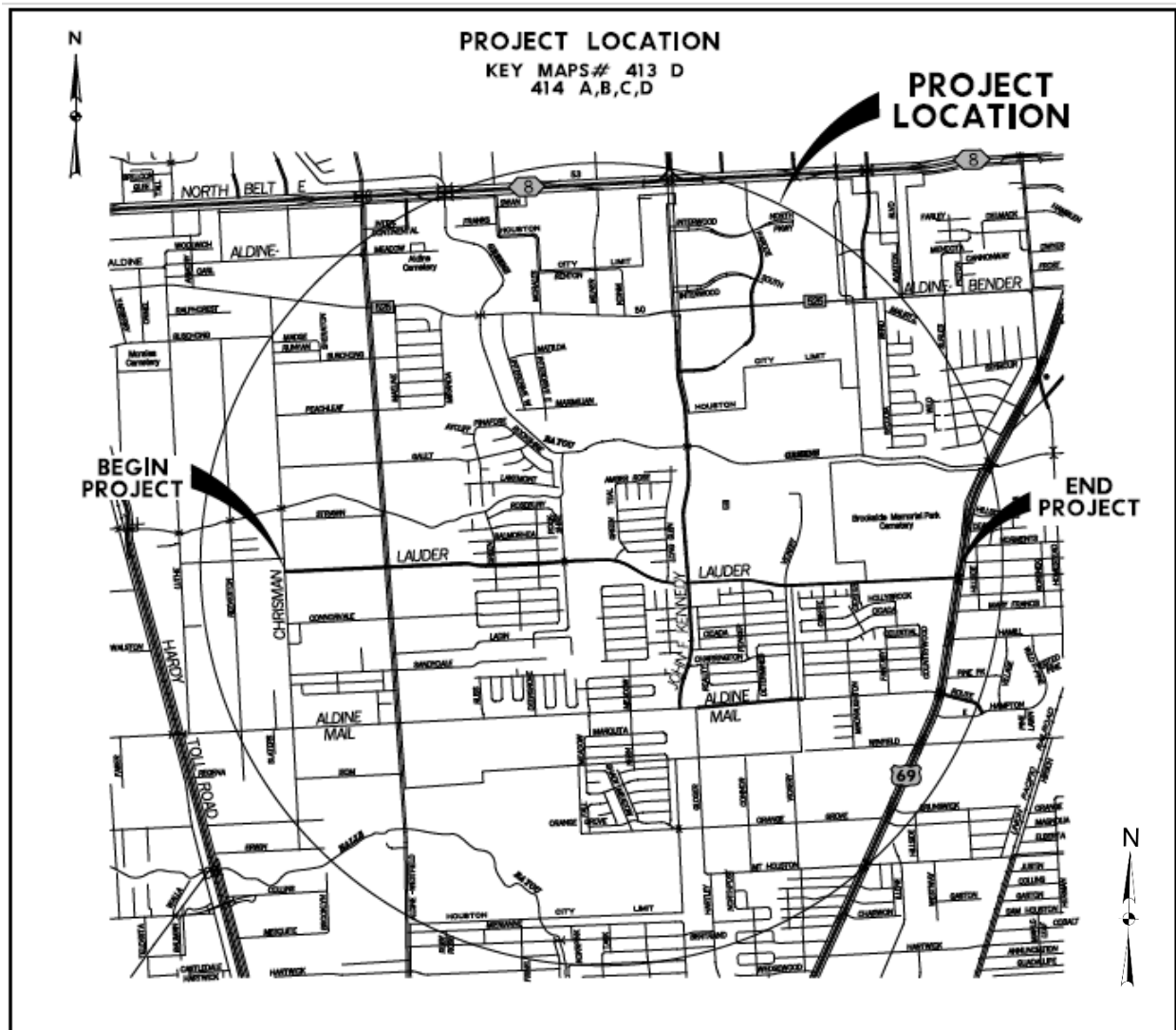
Project Length: 3.25 Miles

Precinct Number: 2

Adjacent/Affected Agencies:

Project Description: **Construct Sidewalks**

Project Map:



Sidewalk – Lauder Road, Precinct 2

UPIN 24102MF33C01

EXHIBIT A

Conditions:

	Existing	Proposed
Roadway Type	Asphalt	Asphalt with 6' sidewalks
ROW Width	Varies	Varies
Travel Lanes	2-Lane	2 Lane
Median	N/A	N/A
Cross Streets	Aldine Westfield/ Greenranch Dr/ Trailcrest/ Patel Ln – Long Oak Dr. / Long Glen Dr. / John F Kennedy Blvd/ Ponder Ln / W. E. Crowley - Vickery St/ Crieffe / Cicete Rd	Aldine Westfield/ Greenranch Dr/ Trailcrest/ Patel Ln – Long Oak Dr. / Long Glen Dr. / John F Kennedy Blvd/ Ponder Ln / W. E. Crowley - Vickery St/ Crieffe / Cicete Rd
Drainage System	Open Ditch	Storm Sewer combined with open ditch
Outfalls	HCFC D P190-00-00, P118-19-00, P138- 01-00	HCFC D P190-00-00, P118-19-00, P138- 01-00
Detention Method	N/A	In-line Detention
Bridge	2- Lane over HCFC D P138-01-00	2 Lane over HCFC D P138-01-00
Traffic Signals	Aldine Westfield John F Kennedy Blvd	Aldine Westfield / John F Kennedy Blvd Only Pedestrian Signals at Aldine Westfield proposed
Left Turn Lanes	N/A	N/A
Right Turn Lanes	N/A	N/A
Sidewalks or Trails	N/A	6 ft wide WB and EB from Chrisman Rd to IH 69
Bike Lanes	N/A	N/A
Impacted Parcels	N/A	N/A
Railroad crossings	N/A	N/A
Pipeline Crossings	N/A	N/A

Scope of Work

Provide a 6' wide sidewalk along the south side of Lauder Rd from Chrisman Rd to IH 69. Evaluate placement of sidewalk within existing ROW with existing roadside open ditch. Evaluate placement of

storm sewer within ditch to allow sidewalk. Calculate sizes of storm sewer. Rebuild driveways impacted by sidewalk. Upgrade street intersections with ADA ramps. Provide crosswalks on intersecting streets.

Provide topo survey from south edge of pavement to south ROW. Provide all required environmental studies. Provide geotechnical borings for storm sewer.

Only the pedestrian signals at Aldine Westfield are proposed. The existing traffic signals at Aldine Westfield and John F Boulevard will not be modified and is not included in this scope.

A. Project Management

Engineer shall provide the project management of the project from initiation to completion.

1. Coordination with Subconsultants

Coordinate, monitor and manage the project Subconsultants per determined project duration. The Prime shall ensure all components in the Scope of Work are being met by monitoring progress and taking corrective action when necessary.

2. Schedule

Provide a detailed project baseline schedule, indicating milestones, major activities and deliverables for HCED Project Manager to review and comment as part of proposal submittal. The schedule shall reflect assumed review times necessary by the agency/ies involved. During the execution of the project the Engineer shall maintain and update the schedule. Adjustments shall be made, if necessary, due to changing circumstances.

3. Risk Management

Prepare a risk assessment summary that identifies technical, schedule and resource risks that could jeopardize the agreed upon scope, schedule, and cost. A risk plan shall be developed which shall identify tasks, sorted from highest to lowest priority that the Engineer shall manage to reduce risk to an acceptable level.

4. Invoices

Engineer shall submit, in a format acceptable to HCED, invoices that detail all project costs based on percentage of completion for each task and Cash Flow Spreadsheet and submit to HCED by the end of the month.

5. Status Reports

Prepare status reports of project progress and submit to HCED by the end of the month regardless of invoicing submittals.

6. Permits and Agreements (Interlocal, Utility, Railroad, etc.)

Engineer shall review, comment, and provide Interpose No Objection (INO) concurrence or Agreement documentation as required.

Deliverables: Updated Project Schedule; Risk Assessment Summary and Risk Plan; Cash Flow Spreadsheet, Project Status Report, and Invoices; Interpose No Objection letters; Agreement Documents

2.P STUDY PHASE

The Study Phase shall consist of a series of Engineering studies and technical reports to support the Study Report. Engineer shall perform all Study Phase outlined tasks in accordance to all adopted Harris County standards, guidelines, and specifications.

The Scope of Work for the Study Phase:

A. Drainage Study

Engineer shall evaluate and optimize various drainage design alternatives following the latest adopted Harris County Flood Control District guidelines and standards. Ponds are to be considered as an option. With the selected alignment, a preliminary profile and the location and size of the storm sewer trunkline, if applicable, shall be developed. If the survey has not been authorized, then Engineer shall utilize LiDAR information to develop profiles. The Engineer may request available LiDAR information from HCED for the project limits. The Engineer shall present the Drainage Study during the Drainage Meeting and an option shall be selected at this meeting. The presentation shall include a value analysis/Engineering of the top 3 options, estimated construction and routine maintenance costs, ROW impacts, and Public impacts. A drainage report shall be prepared for the selected option.

The Drainage Meeting shall review the following design elements in preparation for the Drainage Report:

- Overall drainage area
- Preliminary trunk line sizing
- Preliminary ditch sizing
- Detention requirements (both in-line and offsite)
- Flood plain mitigation
- FEMA flood map review
- Critical utility conflicts
- Preliminary profile review

Deliverables at Drainage Meeting:

- 34" Wide Roll Plot (Plan View at a 1" = 40' scale) containing the following information:
 - Proposed planimetrics (back of curb, medians, turn lanes, etc.). All subject to change in the design phase.
 - Aerial photography
 - Existing ROW
 - Potential proposed ROW
 - Outfall structures
 - Location of proposed ditches
 - Location of storm sewer trunkline
 - Location(s) of potential detention sites
- Profile View
 - Existing roadway profile grade line (PGL)
 - Existing ROW profile grade lines
 - Outfall structures
 - Preliminary proposed PGL
- KMZ of project with drainage alternatives provided to HCED prior to the meeting.

Sidewalk – Lauder Road, Precinct 2

UPIN 24102MF33C01

EXHIBIT A

- Meeting agendas, meeting minutes and action items for each meeting in electronic format submitted to HCED prior to distribution.

B. Initial Utility Coordination Meeting

The purpose of this meeting is to begin the identification of any utility conflicts within the project limits. The surveyor shall contact 811 to locate utilities, record that information, and establish a Utility Conflict Table containing the following information at a minimum:

- Conflict number
- Station and offset
- Name of utility
- Contact information (name, address, phone, email)
- Type of utility
- Utility notification date and type
- Conflict type
- Anticipated date of conflict clearance

The Engineer shall provide the Preliminary Utility Conflict Table for review.

Utility Deliverables:

- 34" Wide Roll Plot (Plan View at a 1" = 40' scale) containing the following information:
 - Proposed planimetrics (back of curb, medians, turn lanes, etc.). All subject to change in the design phase.
 - Aerial photography
 - Existing ROW
 - Potential proposed ROW
 - Proposed detention ponds
 - Outfall structures
 - Temporary construction easements
 - Parcel data
 - Topographical survey data
 - Existing metes & bounds
 - Existing utilities with potential conflicts identified
 - Locations of recommended SUE test holes
- Utility Conflict Table
- KMZ of project with utilities on individual levels, provided to HCED prior to the meeting.
- Meeting agendas, meeting minutes and action items for each meeting in electronic format submitted to HCED prior to distribution.

3.P DESIGN PHASE

The Engineer shall respond to comments provided by the County and shall prepare design deliverables as outlined below.

A. First Submittal

1. Complete Plans ready to be sealed by a Professional Engineer
2. KMZ of project, including alignment, ROW, TCP, drainage, utilities, etc.

Sidewalk – Lauder Road, Precinct 2

UPIN 24102MF33C01

EXHIBIT A

3. Cost Estimate
4. Utility Conflict Table

A Construction Field Walk Meeting will be held after the First Submittal.

B. Second Submittal and Third Submittal (and subsequent, reasonable submittals if necessary):

1. Complete Plans sealed by a Professional Engineer 11x17 & 22x34
2. KMZ of project, including alignment, ROW, TCP, drainage, utilities, etc.
3. Cost Estimate
4. Attachment L
5. Attachment M
6. Report File
7. Utility Conflict Table
8. Online Bidding Sheet
9. Required UVE's/TCEs/TCLs completed in the provided RPD form, together with exhibits

C. Utility Signatures & Agency Approvals

During Final Design the Engineer shall include utility notes and signature blocks on the plans and obtain signatures. The TCP shall be in accordance with engineering best practices, the guidelines of the TMUTCD, and HCED requirements

4.P BID PHASE

The Engineer shall support Harris County during the bidding of the Project. Tasks include:

- A. Attend the Pre-Bid Conference
- B. Answer Bidder Questions (**Optional Additional Services**)
- C. Issue addenda for clarifications to the plans and specifications (**Optional Additional Services**)
- D. Attend bid opening
- E. Evaluate bids and prepare a Recommendation of Award

Guidelines and Specifications

- *Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure, September 29, 2020 (or later version if applicable)*
https://www.eng.hctx.net/Portals/23/Publications/Appr_Mods_HC_Infra_Subdiv_Reg.pdf
- *Guidelines for Engineers having Engineering Contracts with Harris County, Texas for the Design of Roads and Bridges and the Preparation of Plans and Specifications, August 23, 1988. (or later version if applicable)* <http://www.eng.hctx.net/Portals/22/Publications/capital-improvements/guidelines/1988-Guidelines-repro-PDG.pdf>
- *The Texas Manual on Uniform Traffic Control Devices*
<http://www.txdot.gov/government/enforcement/signage/tmutcd.html>
- *Harris County Flood Control District Technical Manuals.* <https://www.hcfcd.org/Technical-Manuals/all-documents?folderId=8625&view=gridview&pageSize=10>

Sidewalk – Lauder Road, Precinct 2

UPIN 24102MF33C01

EXHIBIT A

- *Harris County Public Infrastructure Department Storm Water Quality Guidance Document for New Development/Redevelopment Projects, April 4, 2004 (or later version if applicable)* http://www.eng.hctx.net/Portals/23/Publications/SWQ_manual_residential_devel.pdf
- *Harris County Storm Water Management Handbook for Construction Activities* http://www.cleanwaterways.org/downloads/professional/construction_handbook_full.pdf
- *Harris County Storm Water Quality Management Regulations 2004 (or later version if applicable)* http://www.hcpid.org/permits/docs/swq_regs.pdf
- *Right-of-Way Description and Alignment Map Guideline, October 1990 (or later version if applicable)* http://www.eng.hctx.net/Portals/22/Publications/capital-improvements/guidelines/row_description_and_alignment_map_guidelines.pdf
- *Harris County Public Infrastructure Department Traffic Control Guidelines* http://www.eng.hctx.net/Portals/22/Publications/professional-services/standard-traffic/tcp_guidelines.PDF
- *Rules of Harris County, Including the Harris County Toll Road Authority, A Division of Harris County, and the Harris County Flood Control District for the Construction of Facilities Within Harris County and the Harris County Flood Control District Rights-of Way, October 1, 2020 (or later version if applicable)* <https://www.eng.hctx.net/Portals/23/Publications/Construction-in-HC-or-HCFCD-ROW-Regs.pdf>
- *2023 versions for Infrastructure regulations, and standard specifications*

DRAINAGE

The drainage design shall be completed under the latest approved version of the guidelines of the HCFCFCD Policy Criteria & Procedure Manual.

Guidelines and Specifications

- *Harris County Flood Control District (HCFCFCD) Policy, Criteria and Procedures Manual (PCPM) Interim Guidelines and Criteria for Atlas 14 Implementation, July 2019 (or later version if applicable)*
- *HCFCFCD PCPM (July 2019 Interim Version), Appendix A-10 - Roadway Impacts and Mitigation Example*
- *HCFCFCD Memorandum dated October 21, 2019 – Roadway Detention Estimates with Atlas 14 Rainfall Updates, PCPM Appendix A, Example A.10.*
- *HCFCFCD Memorandum dated March 19, 2020 – Review of Conditional letters of Map Revision (CLOMRs) for Harris County Bridge Projects*
- *HCFCFCD Hydrology & Hydraulics Guidance Manual (HHGM), December 2009 (or later version if applicable).*
- *Other local references as applicable.*

2D.400 Drainage Report

All work shall be in accordance with Atlas 14 Data.

A. Data Collection and Coordination

1. Collect and review pertinent and available information on the project, any previous analyses and models, the project site, and the surrounding region. Obtain and review LIDAR topographic data

from Houston-Galveston Area Council. Obtain and review as-built construction drawings of the project area. Review topographic survey and wetland data and obtain M3 Models of the watershed and available models of HCFCD Units P138-01-00, P138-19-00, P190-00-00 if necessary.

2. Field Scoping Meeting – Visit the project site to observe and document the condition of drainage facilities and existing drainage infrastructure.
3. Coordinate as necessary with team members or other agencies including HCFCD Watershed Management Department to understand and address any additional or special requirements based on the project location.
4. Collect digital files of the hydrologic and hydraulic models, and any available previous study in the vicinity of project site. Obtain and review as built plans for the existing roadways in the vicinity of project site.
5. Determine the proper methodology to use for the project based on the complexity of the project and location in the watershed. Typical methodologies include the Rational Method, the Optional Project Routing Method, or the Watershed Modeling Method.

B. Pre-Project Conditions Analysis

1. Develop pre-project conditions drainage area map. Ensure offsite areas affecting the project are included in the analysis.
2. Calculate pre-project conditions impervious cover for drainage areas serving the project as well as offsite drainage areas that may affect the project.
3. Calculate pre-project time of concentration using velocity-based methods appropriate for the types of sheet flow and conveyance systems present in the pre-project condition.
4. Calculate peak flows the 2-, 10-, and 100-year storm events and the 500-year storm event if applicable (see HCFCD PCPM for when the 500-year calculation is necessary) at existing outfalls of the project site utilizing methodology appropriate for project scope and drainage area size.
5. Create a pre-project conditions hydrograph for each storm event at each outfall included in the analysis.

C. Post-Project Conditions Analysis

1. Modify pre-project drainage area map as necessary to reflect post-project conditions.
2. Calculate post-project conditions impervious cover for drainage areas serving the project offsite drainage areas that may affect the project. Treat the full ROW width as impervious cover for the drainage calculations.
3. Calculate post-project time of concentration using velocity-based methods appropriate for the types of sheet flow and conveyance systems present in the post-project condition.
4. Calculate peak flows for the post-project condition at the outfalls of the project site utilizing the same methodology and approach as the pre-project condition.
5. Create a post-project conditions hydrograph at each outfall included in the analysis for each storm event included in the analysis.

6. Calculate a preliminary estimate of floodplain fill that will be generated by the project using available topographic data.

D. Mitigation Alternatives

1. Estimate detention storage necessary at project outfall(s) by comparing pre- and post-condition hydrographs and adding floodplain fill mitigation volume if necessary.
2. Prepare a schematic layout of a minimum of three (3) distinct alternatives to provide the required detention storage (and 25% betterment as directed) to mitigate project impacts. Typical information includes mitigation footprint (basin, upsized pipes, LID, etc.), outfall size, total volume provided (minus freeboard requirement) and estimated right-of-way.
3. Prepare a draft Detention Alternatives client presentation (PPT) for review by HCED PM. Respond to comments and prepare final presentation.
4. Present alternatives and respond to Client comments.

E. Selected Alternative Analysis and Report

1. Based on Client selection, refine the mitigation estimate for the selected alternative by verifying assumptions included in the preliminary mitigation estimate, incorporating offsite sheet flow (if applicable), the proposed roadway profile, proposed conveyance (trunkline sewers/ditches, etc.), floodplain fill mitigation, and any other project condition in the analysis.
2. Route the post-project flows through the basin to fully design the basin outfall for the required storm events. Ensure that the analysis and layout of the basin meets HCFCF requirements and ensures no adverse impact from the project.
3. Prepare a preliminary drainage report for HCFCF review in accordance with HCFCF PCPM Section 19. Format report and all models and other attachments for electronic submittal via e-permits.
4. Respond to HCED and HCFCF comments and resubmit report as necessary to obtain report approval (“interpose no objection”) from HCFCF.

Deliverable: Approved Drainage Report

ENVIRONMENTAL

2E.500 Phase I Environmental Site Assessment (ESA)

Environmental Professionals shall perform a Phase I Environmental Site Assessment (ESA) for the existing and proposed ROW, including detention pond sites and outfalls. The Phase I ESA shall be in accordance with current ASTM standards. The ESA shall determine whether known or possible contamination might be in the project area and encountered during construction.

Deliverable: Phase I ESA Report

2E.501 Wetland Delineation and Approved Jurisdictional Determination

Biologists shall prepare a Wetland Delineation Report for the proposed ROW, detention pond sites, channel improvements, and outfalls. Project area shall be delineated using the 1987 Corps of Engineers Wetlands Delineation Manual, Atlantic and Gulf Coastal Plain Regional Supplement, and appropriate

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Regulatory Guidance Letters (RGLs). Field data shall be collected following the current USACE - Galveston District's Standard Operating Procedures concerning global positioning system (GPS) surveys. Non-wetland waters (e.g., streams, bayous, drainage channels) shall be identified and delineated by locating the ordinary high-water mark or the high tide line. HCED will submit the delineation report to the USACE for verification and jurisdictional determination. Field verification of the wetland delineation report may be required by USACE. A Wetland Biologist will attend this field meeting with USACE and HCED, and make report revisions as directed by the USACE PM.

Deliverables: Wetland Delineation Report; AJD Forms; Shape Files,

2E.502 Threatened & Endangered Species Habitat Survey

Biologists shall evaluate the proposed project area to determine whether it contains any habitats suitable to support federally or state listed threatened and endangered (T&E) species. Prior to going into the field, the biologist shall review U.S. Fish & Wildlife Service's Information for Planning and Consultation (iPaC) and Texas Parks and Wildlife's Rare, Threatened, and Endangered Species of Texas to determine habitat needs. No species-specific presence/absence surveys are proposed as part of this scope of work.

Deliverables: Threatened/Endangered Species Habitat Assessment Report

2E.503 Cultural Resources Desktop Analysis

Professional Archeologists shall conduct background review identifying recorded historical and archeological sites within and around the project corridor-based records obtained from the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC). All archeological properties listed on the National Register of Historic Places (NRHP) and the State Archeological Landmarks (SAL) shall be identified. The background review shall include recommendations regarding the need for an intensive cultural resources survey. HCED will submit the CR Desktop Survey to THC for review and concurrence.

Deliverables: Cultural Resources Desktop Analysis; Constraints Map

E.550 Phase II Environmental Site Assessment (Optional Additional Services)

Based on the results of the Phase I ESA, a limited site investigation may be required for sites with contamination that may be encountered during construction. The Phase II ESA will be conducted by, or under the supervision of, a Texas licensed professional geoscientist, according to current TCEQ and ASTM standards. The Ph II ESA will include comparison of contaminant levels to appropriate TCEQ action levels and recommendations for removal, remediation, site-specific health & safety plan, and waste management plan. Work is performed on a per-contaminated-site basis.

Deliverables: Soil and Groundwater Sampling and Analysis Plan; Limited Site Investigation Report

E.551 Archeology Pedestrian Survey (Optional Additional Services)

Based on the results of the Cultural Resources Desktop Analysis, the Texas Historical Commission may require additional below-ground investigations, including shovel testing and/or deep trenching. Prior to the archeology survey, an Antiquities Permit shall be prepared in accordance with current Texas Historical Commission guidance. This task does not include collection of artifacts.

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Deliverables: Antiquities Permit; Archeology Survey; Shape Files

E.500C – 564C Environmental Coordination

Engineer shall coordinate with environmental provider to complete the tasks, which shall be included in the Study Phase Report or Design Plans.

GEOTECHNICAL

2G.600 Roadway – Report

A. Field Investigation

1. Submit soil boring layout for approval.
2. Obtain utilities clearance for all the boring locations.
3. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and HCED Standards.
4. Drill and sample:
 - i. **19** soil borings each to a depth of 12 feet for the proposed roadway and utilities
 - ii. **0** soil borings each to a depth of 5 feet for the trail segment.
 - iii. For additional requirements for storm sewer and other infrastructure refer to Guidelines for Consultants Performing Geotechnical Investigations (<https://www.eng.hctx.net/Portals/33/Publications/capital-improvements/guidelines/HCGeotechGuide20151109.pdf>).
5. Install **3** piezometers to monitor steady state water level measurements.
 - i. Read at least 24-hours after initial installation and periodically during 30 days after installation.
 - ii. Piezometers should be spaced no farther than 2,500 feet apart along underground utilities where water-bearing layers (or potentially water-bearing layers) are encountered, unless otherwise recommended by the geotechnical Engineer and approved by the County Engineer.
 - iii. Abandon in accordance with Texas Commission on Environmental Quality (TCEQ) when they are no longer necessary.
6. Grout all boreholes, except piezometer borings, using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout shall eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
 - i. In the case of borings through pavements, similar or equivalent materials should be used to restore the site. Backfilling of borings and sealing off piezometers should be conducted by using non-shrink grout placed with a tremie pipe.

B. Laboratory Testing

1. Laboratory testing should be conducted in general accordance with the corresponding ASTM standards.
2. Perform laboratory tests on selected representative soil samples to determine Engineering properties of the soils and to select design soil parameters.

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3. Perform Engineering analyses to develop geotechnical recommendations for utilities replacement, including excavation stability, bedding and backfill, groundwater control, and construction considerations.
- C. Desktop Geological Fault Study
1. Review of available existing fault maps and a field visit to identify any significant visual fault activity along the project alignment or at the specific project site that may have an impact on the design of the project.
- D. Report
1. Submit a final geotechnical report in accordance with HCED Guidelines.

Deliverables: Geotechnical Report

G.600C – 653C Geotechnical Coordination

Engineer shall coordinate with the geotechnical provider for the completion of the Geotechnical Report, which shall be included in the Study Phase Report or Design Plans.

SURVEY

All surveying activities and deliverables performed by and or for Harris County Engineering Department (HCED) shall be performed in accordance with the most current laws and minimum standards of practice as promulgated by the Texas Board of Professional Engineers and Land Surveyors (TBPELS). This document shall not reduce or minimize state laws in any way. TBPELS minimum standards of practice shall be applicable wherein this document does not cover scoped work.

The Texas Society of Professional Surveyors (TSPS) developed the Manual of Practice for Land Surveying in the State of Texas, which has long been identified and accepted as the standard level of care for Land Surveying in the State of Texas. Furthermore, the TSPS Manual has developed various categories of Land Surveying, identifying standards and specifications for each. The TSPS manual can be found here: .

2S.700 Existing Right-of-Way Maps (Cat. 1B, Cond. 2)

- A. Provide deed research to determine existing rights-of-ways throughout the project routes.
- B. Tie in property corners and block corners to define the existing rights-of-ways.
- C. Prepare right-of-way map of the existing right-of-way in accordance with TSPS Category 1B, Condition 2 standards and conform to Harris County Standards.

Deliverables: Signed, sealed, and dated right-of-way map of the existing rights-of-ways; Title reports

2S.701 Topographic Survey (Cat. 6, Cond. 1)

- A. Perform topographic survey for **15,130** linear feet with all intersections along this route.
- B. Perform topographic survey at the following intersections for traffic signals:
Aldine Westfield Rd
- C. Establish elevations and locations of physical features including, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, light poles, etc. within the existing right-of-way. Overhead crossing utilities shall be limited to the low chord elevation. Survey will be from south edge of pavement to south ROW and within accessible
- D. Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures.
- E. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- F. Provide SUE Level C per ASCE SUE Guidelines
 - i. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
 - ii. Locate markings provided by One-Call and “visible” utilities within 25 feet of the proposed and or existing right-of-way.
 - iii. Include locations of electrical risers as a CAD callout and layer in the survey deliverable.
- G. Provide SUE Level D per ASCE SUE Guidelines
 - i. Obtain utility maps from Comcast, CenterPoint Energy, and AT&T.
 - ii. Obtain utility maps from other utilities not limited to waterline, sewer, MUD, pipelines
- H. Locate utility markings or test holes provided by SUE providers.
- I. Locate soil borings.

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- J. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and HCED Standards.
- K. Prepare utility conflict table, to include risers.
- L. Attend Field Topo Verification Meeting to visibly check that all topo items are currently located as per the field notes. Objectives to be achieved during the field topo verification meeting include impacts that could affect the alignment alternatives have on the Right of Way, existing structures such as signals, utilities, and property, environmental impacts and impacts to existing and proposed improvements.

Deliverables: CAD file (AutoCAD .dwg format) along with ASCII point file, DTM with 1-foot contours and TIN file and XML file with break lines; 22"x34" 1" = 20' plan sheets for the topo field walk (6 copies)

2S.702 Control

- A. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.
- B. Vertical Control shall be based on the nearest existing Harris Reference Marker, NAVD 1988, 2001 Adj.
- C. Provide adequate number of control points that are set and recoverable.
- D. Request information from HCED for directions on tying controls to adjacent projects.

Deliverables: Survey Control Map and three-point sketches, signed and sealed by a Texas RPLS.

S.700C – D760C Survey Coordination

Consultant shall coordinate with the survey provider for the completion of the Surveying tasks, which shall be included in the Study Phase Report or Design Plans.

TRAFFIC

T.801 Pedestrian Signal Pole Design (\$/Intersection)

The Engineer shall evaluate the existing condition of pedestrian signal poles at the intersections of Aldine Westfield Road as part of the schematic design and provide suggested modifications for County Review during the study phase. Upon approval of the schematic, the Engineer shall provide new pedestrian pole design drawings during the design phase.

- A. Design Plans
 - Basis of Estimate
 - Existing Conditions Layout
 - Proposed Pedestrian Signal Layout including Wiring Chart and permanent Signing & Pavement Markings
 - Standard Drawing Details with design tables to be complete
 - Pedestrian Signal and Pole Installation Details
 - Traffic Control Plan sheet with table filled out for the posted speed limit

Deliverables: Signal Plans

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T.805 Sight Distance Triangle Evaluation and Exhibits (Optional Additional Services)

Engineer shall evaluate sight distances of all pedestrian / safety from Aldine Westfield to Greenranch Dr. create exhibits that depict both 15' and 25' setbacks to evaluate need and area required for Unobstructed Visibility Easements (UVEs).

Deliverables: Sight Distance Triangle Exhibits

VARIOUS

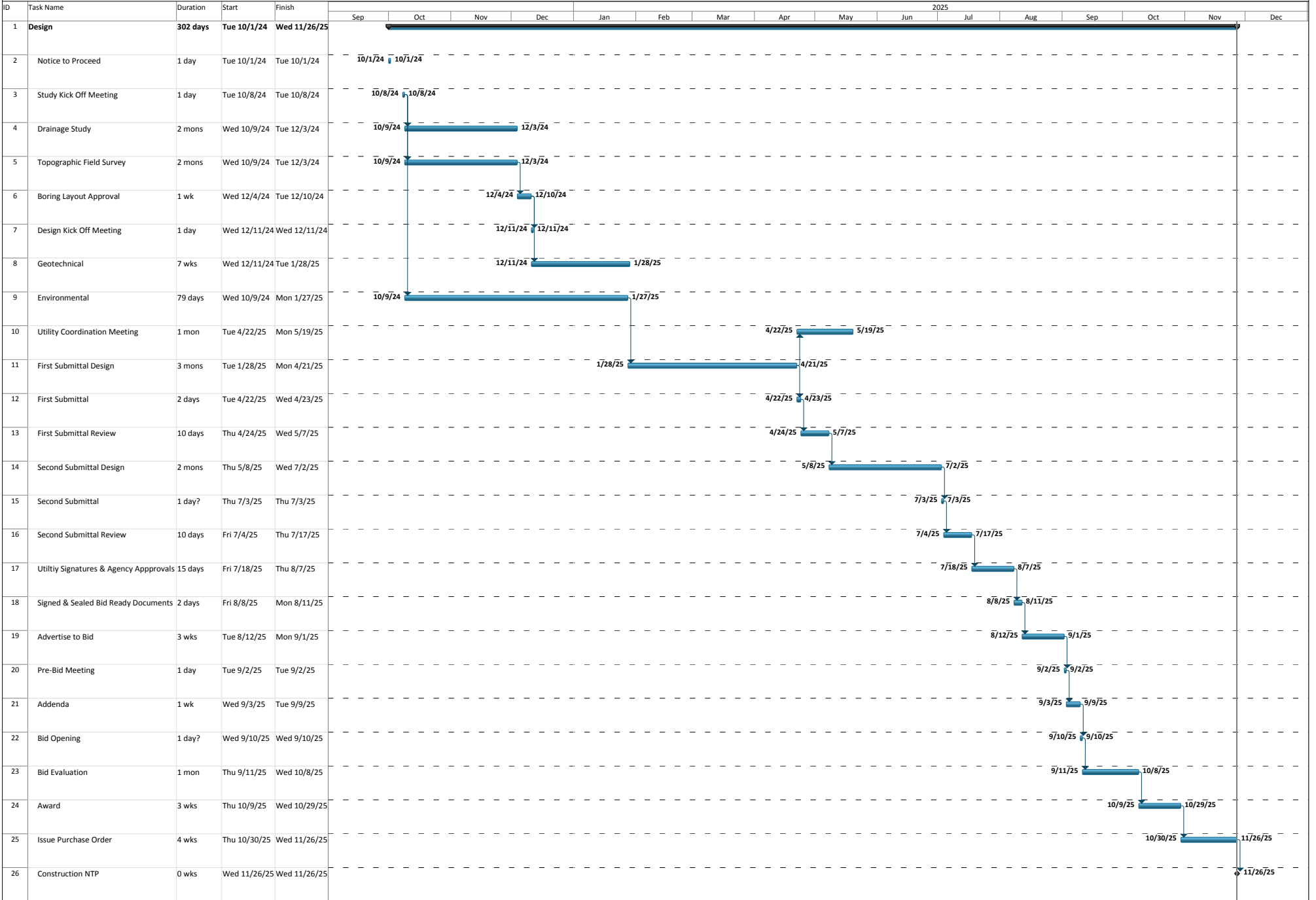
3V.903 TDLR

Register the project with Texas Department of Licensing and Regulation. Review plans and provide comments for adherence to Texas Accessibility Standards.

Deliverables: TDLR Project Number and review comments. Provide inspection prior to substantial completion.

3V.903C Various Coordination

Engineer shall coordinate with the TDLR provider for the completion of the tasks.



Project: Lauder Road - Sidewalks UPIN: 24102MF33C01 Date: Mon 8/26/24	<ul style="list-style-type: none"> █ Task ▬ Summary ▬ External Milestone ▬ Inactive Task ▬ Inactive Milestone ▬ Project Summary ▬ External Tasks ◆ Milestone 	<ul style="list-style-type: none"> ▬ Manual Summary Rollup ▬ Manual Task ▬ Duration-only ▬ Inactive Summary ▬ Manual Summary ▬ Start-only ▬ Baseline Milestone ▬ Baseline Summary ▬ Progress 	<ul style="list-style-type: none"> ▬ Finish-only ▬ Deadline ▬ Baseline ▬ Baseline Milestone ▬ Baseline Summary ▬ Milestone
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EXHIBIT C - Compensation for Professional Services
Harris County Engineering Department
Lauder Road Sidewalks
Precinct 2, UPIN 24102MF33C01
Construction Cost Estimate: \$2,875,969

2.P	Pre-Design Phase	\$ 29,109.60
3.P	Design Phase	\$ 152,497.30
4.P	Bid Phase	\$ 2,190.52
	Drainage	
2DP.400	Drainage Study	\$ 45,427.41
		\$ 45,427.41
	Environmental	
2E.500	Phase I ESA	\$ 9,240.00
2E.500C	Environmental Coordination	\$ 924.00
2E.501	Wetland Delineation and Approved Jurisdictional Determination	\$ 14,588.00
2E.501C	Environmental Coordination	\$ 1,458.80
2E.502	Threatened & Endangered Species Habitat Survey	\$ 7,625.00
2E.502C	Environmental Coordination	\$ 762.50
2E.503	Cultural Resources Desktop Survey	\$ 8,432.00
2E.503C	Environmental Coordination	\$ 843.20
		\$ 43,873.50
	Geotechnical	
2G.600	Roadway - Report	\$ 32,130.00
2G.600C	Geotechnical Coordination	\$ 3,213.00
		\$ 35,343.00
	Survey	
2S.700	Existing ROW Survey & Map (Cat 1B Condition III)	\$ 65,547.15
2S.700C	Survey Coordination	\$ 6,554.72
2S.701	Topographic Survey (Cat. 6 Condition II)	\$ 68,344.65
2S.701C	Survey Coordination	\$ 6,834.47
2S.702	Control	\$ 14,835.70
2S.702C	Survey Coordination	\$ 1,483.57
		\$ 163,600.25
	Drainage	
3DP.400	Drainage Design	\$ 70,670.20
		\$ 70,670.20
	Traffic	
3TP.801	Pedestrian Signal Design	\$ 13,836.75
3TP.807	Traffic Control Plan	\$ 11,142.02
		\$ 24,978.77
	Various	
3VP.901	SWQMP	\$ 18,234.73
3VP.903	TDLR	\$ 1,127.71
		\$ 19,362.44

Subtotal Basic Services		\$ 587,052.99
Optional Additional Services including, but not limited to:		
2E.550	Limited Phase II ESA Investigation	<u>\$ 18,508.00</u>
2E.550C	Environmental Coordination	<u>\$ 1,850.80</u>
2E.551	Archeology Pedestrian Survey	<u>\$ 18,327.00</u>
2E.551C	Environmental Coordination	<u>\$ 1,832.70</u>
3P.250	Change to Drawings	<u>\$ 19,949.88</u>
3T.805	Sight Distance Triangle Evaluation and Exhibits	<u>\$ 6,890.26</u>
4P.	Answer Bidder Questions / Issue Addenda	<u>\$ 4,478.54</u>
Subtotal Optional Additional Services		\$ 71,837.18
TOTAL SERVICES (BASIC & OPTIONAL ADDITIONAL)		\$ 658,890.17



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	NAICS Code	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	TEDSI Infrastructure Group, Inc.	541330	MBE, HUB, DBE	\$401,312.67	
Surveying	Solar Surveying, LLC	541370	MBE, HUB, DBE	\$148,727.50	
Environmental	SWCA	541620			\$76,720.00
Geotechnical	HTS Consultants, Inc.	238910	MBE, HUB, DBE	\$32,130.00	
Landscape					
Other					
Total				\$582,170.17	\$76,720.00

Total Contract Value in dollars: **\$658,890.17**

Percent of contract in dollars allocated to (MWBE, HUB, or DBE) Consultants: **88.36%**

- 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 _____, 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 AND TEDSI INFRASTRUCTURE GROUP, 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** and **TEDSI Infrastructure Group, Inc.** for Professional Architecture and Engineering 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 **\$658,890.17** 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.