

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is between **Harris County**, a body corporate and politic under the laws of the State of Texas, hereinafter called "County", acting herein for the **Harris County Toll Road Authority** (HCTRA), a division of the County, and **IDCUS, Inc.** hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer for project-wide environmental services for the three direct connectors between the Hardy Toll Road and Sam Houston Parkway (North), in Harris County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 262, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to the Executive Director of HCTRA supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

- a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and

not for the benefit of the contractors for the Project or any other party. All services rendered by the Engineer under this Agreement shall be performed under the supervision of HCTRA. The Engineer shall render services in accordance with generally accepted professional standards and use the degree of care and skill reasonably necessary to ensure compliance with all applicable laws and regulations.

- b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and deficiencies in its documents.
- c. The Engineer will collaborate with the County's personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System known as "CAPTRAC". The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use "CAPTRAC" to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
- d. The Engineer will collaborate with the County's personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by the County on "CAPTRAC" at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:
 - 1. At all critical milestones;
 - 2. At established periodic intervals; and
 - 3. Following completion of the work as a final Project record, including applicable record drawings.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

- a. The Engineer shall be entitled to payments based on hourly rates and reimbursement as set forth in this section, and the Engineer agrees that such

payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$486,000.00** and the Engineer shall not be obligated to perform further services hereunder once such sum has been earned, except to the extent that HCTRA has given prior written authorization to perform additional services and receive compensation therefore from funds in excess of such figure and within the maximum sum available under 3.c The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendice A have been performed.

- (1) All hourly billing for the services defined in Appendix A and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when HCTRA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.
 - (2) Where subcontractors are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for subcontractors' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractors will be on the same basis as if the costs were incurred by the Engineer. The Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts. Total contract amounts shall include subcontractor fees.
- b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder

and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to County employees established by the Harris County Auditor. HCTRA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$600,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end **900** calendar days from that date, except to the extent continued performance after that date is authorized in writing by the Executive Director of HCTRA or his designee. The Engineer is responsible for notifying HCTRA thirty days prior to the end of the contract.

5. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented

to and paid by the County in the same manner set forth in Paragraph 3. b., above.

- b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).
- c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds and a yearly revenue fund account. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from these sources of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed as provided in Paragraph 4., above, to cancel this Agreement and in the event of such cancellation, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no

event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

The Engineer will permit the County, or any duly authorized agent of HCTRA, to inspect and examine the pertinent books and records of the Engineer, but only for the purpose of verifying the direct salary costs, overtime work, and out-of-pocket expenses for additional services charged to the Project described in and contemplated by Paragraph 3. a., above.

9. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of HCTRA, to perform the services when and as required and without delays. It is understood that HCTRA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for HCTRA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer or subcontractors hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or subcontractor of the Engineer who, in the opinion of HCTRA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of HCTRA, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of HCTRA. Responsibility to HCTRA for sublet work shall remain with the Engineer.

11. Conferences

At the request of HCTRA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of HCTRA, or at the site of the Project, and shall permit inspections of its offices by HCTRA, or others when requested by HCTRA.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its subcontractors fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project.

15. Indemnification

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

16. Delivery of Notices, Etc.

- a. All routine written notices, invoices, change orders, etc. are to be delivered to the Deputy Director, Engineering/Construction at the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Harris County Toll Road Authority, 7701 Wilshire Place Drive, Houston, Texas 77040, Attention: Executive Director.

- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to IDCUS, 15915 Katy Freeway, Suite 200, Houston, Texas 77094, Attention: Steven Gee, P.E. or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the

County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Harris County, Texas and the parties hereto acknowledge that venue is proper in Harris County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Contractor

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent contractor, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements

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

26. Historically Underutilized Business Requirements

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, African American, Hispanic American, Native American, woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business.

In accordance with Section 284.007 of the Texas Transportation Code, the County shall make a good faith effort to meet or exceed goals provided under Section 284.007(b) for awarding contracts and subcontracts associated with a project it operates, maintains, or constructs to historically underutilized businesses. For purposes of this section, the term "historically underutilized business" has the meaning given to such term in subsection (d) of Section 284.007, Transportation Code.

The Engineer agrees to reasonably assist the County in its efforts to meet or exceed the goals provided under Section 284.007(b) for awarding contracts or subcontracts to historically underutilized businesses.

The Engineer will take affirmative steps to assure that minority firms and specifically women's business enterprises are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; and
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

The Engineer shall submit evidence of compliance to Appendix C when requested by County.

[SIGNATURE PAGE FOLLOWS]

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
County Attorney

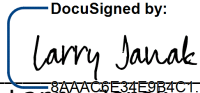
HARRIS COUNTY

By:  0B97D5E185374E3...
MARCY LINEBARGER
Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

Date: _____

IDCUS, INC.

By:  8A7A08E34E9B4C1...
Name: Larry Janak
Title: Principal
Date: 3/21/2022

APPENDIX A

SCOPE OF SERVICES

IDCUS, Inc.

GENERAL DESCRIPTION

The proposed project is located between the Hardy Toll Road and the Sam Houston Parkway (North). The Project involves the design of three direct connectors (DCs). The Project will be reviewed by the Texas Department of Transportation (TxDOT). TxDOT's design procedures and guidelines shall be followed. The Program Management Consultant (PMC) will provide a Program Management Plan (PMP) for this Project to be used as guidance by the Engineer for its work.

The PMC will provide existing design plans and geotechnical information; a Schematic layout of the Project; and topographic survey produced by other Program consultants for use by the Engineer.

The work to be performed by the Engineer under this contract shall consist of the preparation of environmental documents for the Project. The environmental documents prepared by the Engineer shall be submitted to TxDOT for State and Federal reviews.

SERVICES TO BE PROVIDED BY THE HARRIS COUNTY TOLL ROAD AUTHORITY (HCTRA)

HCTRA shall provide the following items, if available, to the Engineer:

- A. Copies of as-built or existing plans for the roadway, bridges, etc.
- B. Current schematic of the Project.
- C. Contact information for each Project Consultant.
- D. The latest version of electronic MicroStation V8i files for each of the above-mentioned plans, including topographic mapping, proposed planimetrics, profiles, drainage, signing and markings, traffic control plans, cross-sections and utilities.
- E. All available survey information including survey control information, mapping, point files, and field notes.
- F. All available geotechnical information and reports.
- G. All available utility information and coordination status.

SERVICES TO BE PROVIDED BY OTHERS.

The following work items related to this Project will be provided by other PTMs including the design and plan preparation for:

- A. Design and Topographic Survey.
- B. Roadway Design & Retaining Wall Design for EB/SB roadway approach, NB/WB and SB/WB roadway approach.
- C. Construction sequence / traffic control plan, and PS&E assembly.
- D. Bridge Design – 3 direct connectors (EB/SB, NB/WB, and SB/WB).
- E. Signing and Pavement Marking Design including Overhead Sign Structures.
- F. Lighting Design.
- G. Geotechnical Investigation and Report.
- H. Drainage Impact Determination, Drainage Design, Storm Sewer Design, Storm Water Pollution Prevention Plan (SWPPP).
- I. Project Management, TxDOT PS&E coordination and UPRR reviews.

GENERAL REQUIREMENTS

1.1. Design Criteria.

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

The Engineer is responsible for producing an accurate and complete set of contract documents. HCTRA will have the ultimate authority for determining what constitutes an accurate and complete set of contract documents.

1.2. Right-of-Entry and Coordination.

The Engineer shall notify HCTRA and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County\TxDOT right-of-way (ROW). In pursuance of Harris County's policy with the general public, the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners.

1.3. Progress Reporting and Invoicing.

By the end of the first week of each month, the Engineer shall submit a monthly written progress report to HCTRA/PMC. The Engineer's written progress report shall describe activities performed during the reporting period by scope task; activities planned for the following period; problems encountered and actions taken to remedy them; a list of meetings attended; a list of deliverables submitted in the reporting period; and overall status, including a physical percent complete and a financial percent complete by scope task and overall.

Invoices are to be submitted on a monthly basis. The Engineer shall invoice according to Function Code breakdowns. The Engineer will prepare each invoice in the format provided by HCTRA. When directed by HCTRA, the Engineer shall modify the information and/or format. Hard copies of the invoice may be mailed to HCTRA, or portable document format (pdf) copies of the invoice may be sent in an email to the HCTRA Project Manager. For Time and Materials contracts and/or contingency work, certified timesheets shall be submitted with the invoice.

The Engineer shall also submit a copy of the month's progress report with each invoice.

Once the project goes to letting, all electronic files shall be delivered within 30 days of written request in conformance with the latest version of the PMP.

Final payment is contingent upon HCTRA's receipt and confirmation by HCTRA's Project Manager that the electronic files run and is formatted in accordance with the PMP.

The Engineer shall prepare a letter of transmittal to accompany each document submittal. At a minimum, the letter of transmittal must include the date, project name, project limits, and contract number.

1.4. Quality Assurance (QA) and Quality Control (QC).

The Engineer shall provide HCTRA with its own QA/QC plan for approval. The Engineer shall resolve or make the revisions to the contract documents during each of the submittal reviews, 30%, 60%, 90%, and final reviews. The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. HCTRA's Project Manager may

require the Engineer to submit the Engineer's internal mark-up (red-lines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by HCTRA in advance, HCTRA, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document. The Engineer shall provide evidence that all comments provided have been addressed. This evidence will be in the form of a written response (e.g., Excel spreadsheet with comment and response) and, if applicable, corrected plan sheets with indications where comments were addressed.

1.6. Coordination.

The PMC will provide a Program Management Plan (PMP), referred to as the Hardy Toll Road at Sam Houston Parkway Interchange Program, to be used as guidance by the Engineer for its work. The PMP shall be used by the Engineer as guidance for the preparation of Project development, work schedules, monthly Project reports and invoices, meeting minutes, attendance sheet and telephone conversation form, and Project submittal requirements.

The Engineer shall notify HCTRA and coordinate with adjacent engineers on all controls at project interfaces. The Engineer shall document the coordination effort, and each engineer shall provide written concurrence regarding the agreed project controls and interfaces. In the event the Engineer and the other adjacent engineers are unable to agree, the Engineer and each adjacent engineer shall meet jointly with HCTRA for resolution. HCTRA will have authority over the Engineer's disagreements and HCTRA's decision will be final.

FUNCTION CODE 102(110) – FEASIBILITY STUDIES

ROUTE AND DESIGN STUDIES

110.1. Data Collection and Field Reconnaissance.

The Engineer shall collect, review and evaluate data described below. The Engineer shall notify HCTRA in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from HCTRA, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.

4. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

110.6. Pre-Field Evaluations. The data collection phase will begin upon notice to proceed. The Engineer will familiarize itself with existing information and materials provided by HCTRA that pertain to this Project. The Engineer will obtain current publicly-available information, including but not limited to:

- Property Maps
- Land Use Maps
- Aerial/infrared photography (historic and recent)
- U.S. Geological Survey (USGS) topographic maps
- National Wetland Inventory (NWI) maps
- Natural Resources Conservation Service (NRCS) County Soil Survey Maps
- Federal Emergency Management Area (FEMA) floodplain map
- Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD)
- National Register of Historic Places (NRHP)
- Texas Archeological Research Laboratory (TARL)
- Non-Federal Categorical Exclusion, Beltway 8 North from Interstate Highway 45 to JFK Boulevard, Harris County, Texas, April 2012, TxDOT

FUNCTION CODE 120(120) – SOCIAL/ECON/ENVIRON STUDIES

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

120.1. Informal Meetings. The Engineer shall provide technical assistance with, preparation of exhibits for, and minutes of informal meetings that are either requested by the public to discuss the pending impacts to neighborhoods and businesses due to roadway shutdowns, detours and access restrictions, or deemed necessary by HCTRA. This is not to be confused with the formal public meetings held during the National Environmental Policy Act (NEPA) process during schematic approval for Public Involvement. Assistance (exhibits, attendance, etc.) may be required for a formal public meeting or hearing associated with schematic approval work.

120.2. Public Involvement. Based upon the issues determined by further study, additional public involvement may be required. If required, public involvement may include: i) small group meetings with local officials; ii) stakeholder meetings; iii) public meetings; and iv) public hearings. The Engineer shall use the following methods for the exchange of information.

1. Small Group and Stakeholder Meetings - The meetings shall be attended by the Engineer, at the request of HCTRA, to informally discuss the project. The

meetings may be conducted by HCTRA or Engineer. Requests for such meetings will be coordinated through HCTRA prior to establishing a meeting date and time. The Engineer shall be responsible for providing the meeting location and contacting the small group members and stakeholders. The Engineer must plan to attend each meeting.

Public Meetings and Hearings - The Engineer shall assist HCTRA and attend the public meetings or hearing as requested by HCTRA and provide assistance in gathering input from the public.

The Engineer shall prepare materials and perform tasks to facilitate the public meeting or hearing. The Engineer shall:

- a. Identify and secure the venue for the public meeting or hearing and coordinate the logistics in support of the meeting or hearing. Visit venue to confirm accommodations for meeting or hearing. Prepare facility layout showing arrangement of public meeting or hearing activities and information tables.
- b. Prepare, update, and maintain a mailing list that includes public elected officials, adjacent property owners, and others identified by HCTRA to be used for the meeting notice.
- c. Prepare and distribute meeting notices to the public elected officials, adjacent property owners, and others identified by HCTRA, 30 days prior to the public meeting or hearing to notify them of the public meeting or hearing.
- d. Prepare, publish, and obtain affidavits of publication, in accordance with HCTRA and FHWA requirements. Notices shall be published in local newspapers, including one Spanish newspaper if requested by HCTRA, 30 days prior to the public meeting to notify the public in advance of the meeting or hearing. If special communication needs or accommodations needs, such as interpreters or accessibility requests, are received, HCTRA will be responsible for meeting those needs. HCTRA will be responsible for notifying public elected officials of the public meeting or hearing.
- e. Prepare sign-in sheets, comment forms, handouts, and pre-printed nametags for the staff. This task assumes that handouts and other material prepared for the meeting will not be produced in Spanish.
- f. Identify and make arrangements for equipment needs (e.g., easels, chairs, tables, and audio-visual) including transportation, set-up, and break down.
- g. Provide and coordinate public meeting or hearing informational and directional signs (registration/sign-in, written comment station, and directional arrows for traffic flow)
- h. Prepare for and attend meetings with HCTRA to discuss public meeting or hearing planning.
- i. Provide personnel to conduct the public meeting or hearing (maximum of six (6) people)
- j. Provide a uniformed police officer at the public meeting or hearing.
- k. Prepare informational exhibits for display at the public meeting or hearing.

- l. Provide a summary report following guidance for public meeting or hearing documentation provided on TxDOT's Environmental Toolkit that will include copies of notices, photographs, handouts, sign-in sheets, comment forms, letters, and a comment response matrix. There shall be one draft and one final public meeting or hearing summary report in Word and PDF formats submitted to HCTRA electronically.
- m. Assist HCTRA with the responses to comments raised during the designated comment period of the public meeting or hearing.

120.3. Environmental Permits Issues and Commitments (EPIC) Sheets. The Engineer shall assist in completing the latest version of the EPIC sheets per information provided by the PMC. The final sheets will be seal by the PMC or other PTM.

120.4. Environmental Documentation. The Engineer to prepare the appropriate environmental documentation for the project. Types of environmental documents include categorical exclusions, environmental assessments, and re-evaluation consultations and memos, as well as associated technical reports and permits. Each environmental document provided by the Engineer shall have a deliverable. The deliverables shall summarize the methods used for the environmental services and the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by HCTRA, TxDOT and other agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency and shall follow the latest guidance and format found on TxDOT Environmental Affairs Division's Environmental Compliance Toolkits.

- 1. Quality Assurance & Quality Control Review: The Engineer shall perform quality assurance and quality control (QA and QC) reviews of environmental documents and other supporting environmental documentation to determine whether the documents conform with the following:
 - a. Current Environmental Compliance Toolkits published by HCTRA's Environmental Affairs Division in effect as of the date of receipt of the documents or documentation to be reviewed;
 - b. Current state and federal laws, regulations, policies, guidance, and agreements between HCTRA and other state or federal agencies; and
 - c. FHWA and American Association of State Highway and Transportation Officials (AASHTO) guidelines contained in "Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the Federal Highway Administration" (May 2006) for:
 - i. Readability, and
 - ii. Use of evidence and data in documents to support conclusions.

Upon request by HCTRA, the Engineer shall provide documentation that the QA and QC reviews were performed by qualified staff.

2. Deliverables shall contain all data acquired during the environmental service. All deliverables shall be written to be understood by the public and must be in accordance with TxDOT's Environmental Compliance Toolkits, current guidelines, policies and procedures.
3. Electronic versions of each deliverable must be written in software which is compatible with HCTRA's software and must be provided in a changeable format for future use by HCTRA. The Engineer shall supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat™ (.pdf) format, unless another format is specified by HCTRA. Each deliverable shall be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The Engineer shall deliver the electronic files on thumb drives or via electronic file transfer.
4. When the environmental service being provided by the Engineer is to apply for a permit (e.g., United States Coast Guard (USCG) or United States Army Corps of Engineers (USACE), the permit and all supporting documentation shall be the deliverable.
4. Submittal of Deliverables
 - a. Deliverables shall consist of reports of environmental services performed in addition to the appropriate environmental document.
 - b. The deliverables shall go through an internal quality review before being sent to HCTRA.
 - c. All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures.
5. HCTRA shall provide its comments and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:
 - a. To include any TxDOT comments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, Section 4(f)) required for the transportation activity as specified by HCTRA;
 - b. To incorporate the results of public involvement and agency coordination;
 - c. To reflect mitigation measures resulting from comments received or changes in the Transportation Activity;
 - d. And include with the revised document a comment response form (matrix) in the format provided by HCTRA.

120.5. Environmental Exhibits. The Engineer shall prepare any necessary exhibits for the environmental study. The Engineer shall coordinate with the PMC and other PTM for the preparation of these exhibits.

120.6. Cut and Fill Exhibits. If necessary, other PTM shall prepare cut and fill exhibits for delineated wetland.

120.7. Technical Reports. The Engineer may be required to produce and submit draft and final versions of Technical Reports prior to developing an environmental document. HCTRA will determine which reports will be necessary for any given project. Examples are:

- Wetlands
- Biology
- Historic
- Archeology
- Air Quality/Mobile Source Air Toxics (MSAT)
- Noise
- Socioeconomics
- Public Involvement
- Hazardous Materials Impact Studies
- Indirect and Cumulative Impact Analysis

120.8. Reference Documents. The Engineer shall adhere to the content of the following reference documents in the development of the assigned documentation:

- The TxDOT Online Environmental Toolkit
- Environmental Compliance Toolkits

FUNCTION CODE 130(130) – RIGHT-OF-WAY (ROW) DATA

130.1. Right-of-Way Map. The Engineer shall review and evaluate the proposed or existing right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall notify HCTRA in writing if it is necessary to obtain rights-of-entry and shall provide justification for such action. HCTRA will secure the necessary legal instruments

FUNCTION CODE 145(145, 164) – MANAGING CONTRACTED/DONATED PE

PROJECT MANAGEMENT AND ADMINISTRATION

The Engineer shall provide the overall management of the contract and coordination of activities with HCTRA and the other PTMs necessary to complete the associated task(s).

A. Project Management.

1. Provide general coordination with the PMC concerning administrative and technical issues including maintenance of Project communication through ProjectWise, and CAPTRAC (at milestones). Report and coordinate with the PMC on any design issues and requests for information from other PTMs. Cooperate with other PTMs, as requested, for coordination of design information.
2. By the end of the first week of the month, the Engineer shall submit a monthly written progress report to HCTRA. The Engineer will prepare and submit monthly progress reports and invoices to HCTRA for review and approval. The invoices will include the progress report, invoice, and the schedule. The progress report will list outstanding issues that need resolution, as well as, progress of the tasks and estimated completion dates for the work. Hard copies of the invoice shall be delivered to HCTRA, as email invoices will not be accepted. For time and materials contracts and/or contingency work, certified timesheets shall be submitted with the invoice.
3. Internal administration of the Project files. At the completion of the work, the Project files will be shipped to the PMC and/or HCTRA, as directed.
4. The PMC will provide an overall milestone schedule for the Project. The Engineer, by accepting this scope agrees to meet the Project schedule. The schedule will be updated monthly and included in the progress report. Changes or adjustments in the schedule caused by delays due to unforeseen task difficulties or lengthy review times will be shown and reported to the PMC.
5. The Engineer shall attend the Project "kick-off" meeting to be held by the PMC.

B. Project Administration.

1. Prepare correspondence and progress reports, and update contract cost and budgets on a monthly basis.
2. Maintain routine Project record keeping.

C. Progress/Coordination Meetings.

1. Prepare a schedule for the work to be performed, including which staff will be on the design team. The schedule must satisfy the requirements of the Project and must be approved by HCTRA prior to commencing work.

2. Participate in a kick-off meeting and present any recommended design revisions before beginning PS&E production. Also discuss the schedule, and obtain input to refine the work plan to best meet Project needs. Discuss the availability of applicable baseline data from HCTRA and other agencies. Define preference regarding notification for meetings and Project communication methods.
3. Attend up to twelve (12) status meetings (assume 1 coordination meeting per month) with HCTRA and PTMs as required to monitor the development of the Project and discuss and resolve design concerns and review comments. The meetings will be held to facilitate coordination with all the PTMs, other affected cities and counties, and other Project stakeholders during the development of the Project. The Engineer shall take minutes of each progress/coordination meeting related to the design work and submit draft meeting minutes to meeting attendees within five (5) working days after the meeting date.
4. The Engineer shall take minutes of each progress/coordination meeting related to the direct connector design and submit draft meeting minutes to meeting attendees within five working days after the meeting date. Submit final minutes within three working days of the receipt of the comments.
5. The engineer will attend a pre-bid meeting.
6. The engineer will provide project close-out services.
7. The Engineer will provide input on the construction schedule.

D. Correspondence.

1. The Engineer shall prepare a letter of transmittal to accompany each document submitted. At a minimum, the letter of transmittal shall include the date, Project name, Project limits and contract number.
2. At the completion of the Project, the Project and CADD files will be submitted to HCTRA.

E. Project Schedule.

1. HCTRA will provide an overall milestone schedule for the Project. The Engineer will adhere to the Design Schedule provided by HCTRA where only HCTRA is authorized to modify the Project schedule. The Engineer, by accepting this scope agrees to meet the Project schedule.
2. The Engineer shall add sufficient time to the submittal schedule so the PMC can insert the plan sheet pdfs into a master file that will constitute the

complete plans set per milestone deliverable. The PMC shall create and provide paper copies for submittal to TxDOT and HCTRA.

F. Pre-Bid Conference and Assistance

1. Attend Pre-Bid Conference and assist HCTRA and the PMC in conducting conference, if requested.
2. Prepare Pre-Bid Conference meeting minutes, including written responses to oral and written inquiries received before and during the conference, within two working days after the conference. Minutes and responses will be limited to items regarding traffic control, signing and pavement markings.
3. Assist in the preparation of Addenda to interpret, clarify, and/or amend the Contract Documents.

Deliverables

The drawing and specification packages shall include design plans, specifications and estimates to construct the Engineer's portion of the Project. The deliverables for the PS&E design package will include electronic design drawings in portable document format (pdf) format and technical specifications, and are detailed as follows:

Final submittal.

- A. Environmental Technical Reports
- B. Environmental Document – CE, EA, Documented Re-evaluation and permit or both, as determined by HCTRA.
- C. Exhibits for public meeting and hearing (if required)
- D. Draft public meeting and hearing documentation packet
- E. Final public meeting and hearing documentation packet
- F. Electronic files of the exhibits and public meeting and hearing documentation packet

Electronic Copies

The Engineer shall furnish HCTRA with a CD or DVD of the final documents in pdf format, or in a format approved by HCTRA.

With the approval of HCTRA, and in lieu of the above, the Engineer may maintain the project files in the ProjectWise container. The handoff of the electronic files will be via email to the PMC, with a URN link to the project location in ProjectWise provided in the email.

APPENDIX B

IDCUS, Inc. Maximum Raw Salary Rates

JOB CLASSIFICATION	Maximum Raw Salary Rate
Project Manager	\$ 150.00
Public Involvement Officer	\$ 140.00
Sr. Public Involvement Specialist	\$ 85.00
Quality Manager	\$ 80.00
Senior Env. Planner	\$ 77.00
Senior Env. Scientist	\$ 75.00
Geologist	\$ 72.00
Public Involvement Specialist	\$ 50.00
Jr Public Involvement Specialist	\$ 45.00
Env. Scientist I/II	\$ 35.00
Senior GIS Operator	\$ 53.00
Cadd Operator/Drafter	\$ 27.00
Administrator/Clerical	\$ 35.00
Note: Maximum Raw Salary Rates shown above are effective for the first year of the approved contract and are subject to an annual escalation rate of 4% effective on the contract anniversary date.	
Maximum Reimbursable Expense	
Mileage	Per mile IRS Approved Rate
Delivery/Courier	Each At Cost
Overnight Delivery	Each At Cost
Photocopy (8.5 x 11)	Each \$ 0.20
Photocopy (11 x 17)	Each \$ 0.40
Mylars (11 x 17)	Each \$ 5.00
B/W Bond Plot	Per SF \$ 2.00
Color Bond Plot	Per SF \$ 3.00
Other Expenses	Each At Cost

APPENDIX C**Disclosure of M/WBE Participation**

Name of MBE/WBE Certified Firm	Outreach Strategists LLC
Certified by:	DBE: City of Houston; Texas: HUB
Address / City / State / Zip:	2727 Allen Parkway Suite 1300 Houston, TX 77019
Name of Contact Person:	Zak Miller
Email address for Contact Person:	zak@outreachstrategists.com
Telephone number for Contact Person:	(713) 247-9600
Percent of Subcontract:	30%
Description of services:	Public Involvement
6-digit NAICS code for work to be performed:	541820
Name of MBE/WBE Certified Firm	AmmaTerra Environmental, Inc.
Certified by:	HUB: Texas; WBE: City of Austin
Address / City / State / Zip:	11842 Rim Rock Trail Austin, TX 78737
Name of Contact Person:	Aaron R. Norment
Email address for Contact Person:	anorment@amaterra.com
Telephone number for Contact Person:	(512) 329-0031
Percent of Subcontract:	7.6%
Description of services:	Archaeology, Historic & Biological Resources
6-digit NAICS code for work to be performed:	541620; 541310; 712120
Name of MBE/WBE Certified Firm	Aviles Engineering Corporation, Inc.
Certified by:	DBE: City of Houston; Texas: HUB
Address / City / State / Zip:	5790 Windfern Houston, TX 77041
Name of Contact Person:	Robert J. Metzger
Email address for Contact Person:	rmetzger@avilesengineering.com
Telephone number for Contact Person:	(281) 793-8352
Percent of Subcontract:	4.5%
Description of services:	Environmental Engineering Services
6-digit NAICS code for work to be performed:	541620; 541380; 541330

**ORDER OF COMMISSIONERS COURT
Authorizing an Agreement with IDCUS, Inc.**

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 AN AGREEMENT WITH
IDCUS, INC. FOR PROJECT-WIDE ENVIRONMENTAL SERVICES FOR
THE THREE DIRECT CONNECTORS BETWEEN THE HARDY TOLL
ROAD AND SAM HOUSTON PARKWAY (NORTH)**

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. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement in an amount not to exceed \$600,000.00 with IDCUS, Inc. for project-wide environmental services for the three direct connectors between the Hardy Toll Road and Sam Houston Parkway (North). The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.