PROFESSIONAL SERVICES AGREEMENT

(On-Call Professional Architecture and Engineering Services)

1. PARTIES

1.1 Parties. The Parties to this Professional Services Agreement are **American Construction Investigations, Ltd., dba ACI Consulting Architects** ("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 Professional Services Agreement Description. County desires that Architect provide Professional On-Call Architecture and Engineering Services as may be needed in connection with various Projects ("Project") located in Harris County, Precinct 3 (UPIN 24103MF2YZ01).

2.2 Architectecture and Professional Engineering Services. The professional services to be performed under this Agreement are within the scope of professional engineering and architecture, as defined by state law, and will be provided in connection with the professional employment or practice of a person who is licensed or registered as a professional engineer and an architect, 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.

2.3 Professional Services Procurement Act. The work 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 Employment Eligibility for Federal Funds. Architect represents that the personnel and staff of Architect performing any work pursuant to this Agreement are authorized to work in the United States, and Architect has properly completed and retained all required Employment Eligibility Verification forms (Form I-9).

3.5 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 administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.

3.6 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.

3.7 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 HCEDAdminSvcs@hcpid.org.

3.8 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.

3.9 Delinquent Child Support Certification for State Funds. Architect understands Architect's responsibility to verify whether the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% of Architect is a child support obligor who is more than 30 days delinquent. Pursuant to Section 231.006 of the Texas Family Code (regarding State-funded grants), Architect certifies that Architect is not ineligible to receive the specified grant, loan, or payment. If this certification is inaccurate, County may terminate this Agreement and withhold payment.

3.10 Federal Program Payee Certification for Federal Funds. Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion for Covered Contracts, Architect certifies, by execution of this Agreement, that neither Architect nor any of Architect's principals (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency or by the State of Texas; (b) is presently under indictment for (or otherwise criminally or civilly charged by a governmental entity) or within a three-year period preceding this certification been convicted of or had an adverse civil judgment for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property (including Medicare or Medicaid fraud); nor (c) has within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default. (The words 'covered contract,' 'debarred,' 'suspended,' 'participant,' 'persons,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145). By making this certification, Architect agrees to the following terms: (A) The above certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. If it is later determined that Architect knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the federal government may pursue available remedies, including suspension and/or debarment. (B) Architect shall provide immediate written notice to the person to which this certification is submitted if at any time Architect learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (C) Architect

shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the applicable federal department or agency. (D) Architect, when submitting this certification, will include this contract clause, without modification, in all covered subcontracts/subawards and in solicitations for all covered subcontracts, in addition to obtaining from the subcontractor any separate applicable form certification (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts) that would be required for this Agreement. Any such form shall be maintained for a minimum of 4 years and 90 days following either the end of the federal fiscal year in which any work, products, services, licenses and/or deliverables were provided under this Agreement or the termination date of this Agreement. A subrecipient or contractor may rely upon certification of a subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A subrecipient or contractor must, at a minimum, obtain certifications from any covered subcontractor upon the initiation of each and upon each renewal. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a subrecipient or contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for subrecipients or contractors authorized under requirement (C) of these terms, if a subrecipient or contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the federal government may pursue available remedies, including suspension and/or debarment. Architect certifies that neither Architect, nor any person providing work, products, services, licenses and/or deliverables is excluded, debarred, or suspended from any federal program, including Medicaid and Medicare, pursuant to 48 CFR Part 9. Architect must provide written certification to HCED annually, unless requested more frequently. Architect acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. In addition, if Architect becomes excluded, debarred, or suspended from any federal program, this Agreement may be terminated by HCED without prior notice, and Architect is not entitled to receive payment for services from the date of such exclusion, debarment, or suspension. Architect shall sign a separate applicable form certification (regarding debarment, suspension, ineligibility, and voluntary exclusion for certain covered contracts) if required by a funding entity.

3.11 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 any Attachment A and all other referenced attachments incorporated in this Agreement (all together 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. Prior to each such written authorization, HCED may present to Architect a request for proposal defining or confirming the nature and scope of any work, services, products, and/or deliverables desired by HCED. Within five days of receipt of each such request for proposal, Architect shall prepare and deliver to HCED, at no cost, a written proposal consistent with the terms of this Agreement, describing or confirming the proposed scope of any work, services, products, and/or deliverables, the qualifications of any subcontractor to perform and meet the standards of this Agreement, the proposed method of payment, a proposed or confirmed maximum fee for the proposed work, services, products, and/or deliverables, and the anticipated time of completion and/or deadlines. Upon reviewing each proposal/confirmation, HCED shall either disapprove same (upon which occurrence HCED may, at its option, request a new proposal, such request to be acted upon by Architect in the same manner as an original request for proposal) or furnish Architect with written (including electronic) authorization for the proposed work, services, products, and/or deliverables authorizing Architect to provide the work, products, services, licenses and/or deliverables as set forth in the proposal for such fee and within such time and maximum compensation limits as set forth in the proposal and consistent with the terms of this Agreement. All other provisions notwithstanding, for On-Call Agreements, the written (including electronic) authorization may request any work, products, services, licenses and/or deliverables that are of the same character and purpose as the specific scope of work tasks and descriptions in the underlying agreement between the Parties. Architect shall complete the services called for by the calendar days and by the deadlines specified in this Agreement, including exhibits and written authorizations. For On-Call Agreements, HCED will first determine whether Architect is still the most highly qualified provider available before delivering 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.

4.3 Record Keeping. Architect shall, at no additional charge, maintain a record of each purchase order received under the Agreement and shall provide a status report to the County Engineer or his designee upon receipt of each purchase order. The status report shall consist of a spreadsheet, that clearly indicates the project names, purchase order numbers and amounts, the Limit of Appropriation amount, and the balance remaining that may be certified as available for additional purchase orders under this Agreement.

4.4 Federal and/or State Funding Obligations for On-Call Agreements. All other provisions notwithstanding, the obligations of Architect in sections that include 'For Federal Funds' and/or 'State Funds' in the title shall not apply when the written authorization indicates that neither federal nor state funds will be used to fund the Parties' obligations for the Scope of Work or Project described in the written authorization.

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 Architect 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. All other provisions notwithstanding, for On-Call Agreements, County may procure services under this Agreement for any Harris County department or agency.

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 employees or independent contractors 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 HCED 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 HCED within 10 working days of the change. Architect shall provide ownership information to HCED 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. Any subcontractor must meet all funding entity requirements as well as all requirements contained in this Agreement, which must be documented in a written agreement between Architect and any 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 on-call professional services required under this Agreement. This shall be done in a manner utilizing the degree of care ordinarily used by licensed professionals performing similar services on projects of a similar nature and scope within the State of Texas. A professional 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 County's 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 Architect 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 architecture 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. In the event and to the extent that such works are determined not to constitute works-made-for-hire (as that term is understood in copyright law), 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) with 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 the 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 the Architect 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 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 the 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 County's 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, including those that prohibit discrimination in Federally assisted programs or activities, such as the Civil Rights Acts (including Section 601), the Age Discrimination Act, the Religious Freedom Restoration Act, the Omnibus Crime Control and Safe Streets Acts, the Victims of Crime Act, the Americans with Disabilities Act, the Drug Abuse Office and Treatment Act of 1972 (relating to nondiscrimination on the basis of drug abuse), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (relating to nondiscrimination on the basis of alcohol abuse or alcoholism), §§523 and 527 of the Public Health Service Act of 1912 (relating to confidentiality of alcohol and drug abuse patient records), the Rehabilitation Act, Title IX of the Education Amendments of 1972 (prohibiting gender discrimination), Juvenile Justice and Delinquency Prevention Act – JJDP (anti-discrimination), and the United States Internal Revenue Code requirements for independent contractors, and Department of Defense Directive 5500.II issued pursuant thereto and published in Part 300 of Title 32,

Code of Federal Regulations, as well as Army Regulation 600-7, entitled Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army. To permit effective enforcement of such laws, Architect agrees to compile data, maintain records, and submit reports as required. This assurance is binding on Architect (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Architect agrees that any government agency or entity may seek judicial enforcement of this assurance under this Agreement. The person whose signature appears on this Agreement is authorized to sign this assurance on the behalf of Architect. 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 Lobbying Certification for Federal Funds. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 or 32, U.S. Code (entitled 'Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions' -- also known as the Byrd Anti-Lobbying Amendment), which generally prohibits recipients of Federal grants and cooperative agreements from using Federal appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific grant or cooperative agreement. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Pursuant to (and to the extent required by federal funding requirements), Architect certifies, to the best of Architect's knowledge or belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of Architect, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. In addition, Architect shall not use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the funding entity. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, or cooperative agreement, Architect shall complete and submit Standard Form-LLL (Disclosure Form to Report Lobbying), in accordance with its instructions, if or when it becomes applicable. Architect shall comply (and enforce compliance by Architect's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Architect and the person executing this Agreement on behalf of Architect certify and represent that Architect will comply with the requirements of this provision. Architect shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Architect. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on Architect (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Architect agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement. Any person who fails to file the required certification may be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5.16 Drug Free Workplace Certification for Federal Funds. If the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee, as applicable, unless specifically and explicitly determined by the federal funding agency to be inapplicable, profit or non-profit agencies or organizations receiving state or Federal grant funds must certify, on an annual basis, their compliance with the requirements of the Drug Free-Workplace Act of 1988. Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function. Architect shall comply (and enforce compliance by Architect's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Architect and the person executing this Agreement on behalf of Architect certify and represent that Architect will comply with the requirements of this provision. Architect shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Architect. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on Architect (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Architect agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5.17 Trafficking Victims Protection Act for Federal Funds. Unless specifically and explicitly determined by the federal funding agency to be inapplicable, Architect shall comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). During the applicable time period, Architect (as well as any of Architect's agents, employees, volunteers, and subcontractors performing work under this Agreement) shall not engage in trafficking in persons, procure a commercial sex act, or use forced labor. Architect shall inform HCED immediately of any information it receives from any source alleging a violation of this section. Architect shall comply (and enforce compliance by Architect's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Architect and the person executing this Agreement on behalf of Architect certify and represent that Architect will comply with the requirements of this provision. Architect shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Architect. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on Architect (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Architect agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5.18 Non-Federal Employees Whistleblower Protection Act for Federal Funds. Unless specifically and explicitly determined by the federal funding agency to be inapplicable, Architect shall comply with and be subject to the whistleblower rights and remedies in the pilot program on award recipient/contractor employee whistleblower protections (Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection) established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Architect shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights, remedies, and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. During the applicable time period, Architect (as well as any of Architect's agents, employees, volunteers, and subcontractors performing work under this Agreement) shall not retaliate against employees (including discharge, demotion, or other discrimination as a reprisal) who discloses information that the employee reasonably believes is evidence of (a) gross mismanagement of a Federal contract or grant, gross waste of, or abuse of authority related to, the use of a Federal contract or grant; (b) a violation

of a rule or regulation related to a federal agency contract or grant; or (c) a substantial and specific danger to public health or safety danger or a violation of law, rule, or regulation related to a Federal contract or grant. Architect shall inform HCED immediately of any information it receives from any source alleging a violation of this section. Architect shall comply (and enforce compliance by Architect's agents, employees, volunteers, subcontractors, and subrecipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. Architect and the person executing this Agreement on behalf of Architect certify and represent that Architect will comply with the requirements of this provision. Architect shall require the language of this provision be included in all covered sub-awards at all tiers over the simplified acquisition threshold (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of Architect. This certification/representation applies to this Agreement and is a material representation of fact upon which County relied when entering into this transaction. This certification/representation shall be binding on Architect (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. Architect agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5.19 Clean Air and Water Pollution Control Acts for Federal Funds. Architect shall comply (and require contracts of amounts in excess of $100,000 to contain a provision that requires the contractor to agree to comply) with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5.20 False Claims Act Reporting for Federal Funds. Architect must promptly refer to the DOJ OIG any credible evidence that any person has either l) submitted a false claim for grant funds as defined under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict-of-interest, bribery, gratuity, or similar misconduct involving grant funds. Architect shall comply with all applicable federal anti-fraud and anti-corruption statutes, e.g., 18 U.S.C.A. 286 (regarding conspiracy to defraud the Federal Government with Respect to Claims); the False Claims Act (31 U.S.C.A. 3729 et seq.); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 et seq.); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 et seq.); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 et seq.); and Section 208(a) of the Intergovernmental Personnel Act of 1970.

5.21 Funding Accountability and Transparency Act Reporting for Federal Funds. Architect shall promptly submit all information to HCED that County is required to submit to the funding entity, including Architect employee compensation information.

5.22 Funding Entity Requirements. Architect shall comply with all applicable funding entity and grant policies, procedures, requirements, terms and conditions (including those found in any Notice of Award and the underlying contract between the funding entity and County, which shall control over this Agreement), and guidelines, including those applicable to federal (available at http://www.whitehouse.gov/OMB/circulars/) and state funds, in the performance of this Agreement, including but not limited to the following, which language Architect shall require be included in the award documents for all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements):

5.22.1. Uniform Grant Management Standards (UGMS) adopted pursuant to the Uniform Grant and Contract Management Act of 1981, Chapter 783, Texas Government Code, and the applicable administrative code regulations, such as 40 T.A.C. §732.240 - 256;

5.22.2. the standard financial management conditions and uniform assurances, pursuant to UGMS and Chapter 2105, Texas Government Code, which are applicable to all grants and grant agreements executed between state agencies, local governments and other affected entities;

5.22.3. Office of Management and Budget (OMB) Circular A-87 (Cost Principles for State and Local Governments and Other Affected Entities) (see 2 CFR Part 225); the Common Rule of OMB Circular A- 102 (State Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments) (see 44 CFR Part 13); OMB Circular A-133 (Audits of States, Local governments, and Non-Profit Organizations); OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) (see 44 CFR Part 13); Office of Justice Programs (OJP) Financial Regulations; Environmental Considerations at 44 CFR Part 10; Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations at 48 CFR 31.2;

5.22.4. as applicable, Office of Justice Programs--Office for Civil Rights Limited English Proficiency guidelines and the Equal Employment Opportunity Program requirements, including E.O. 11246, 'Equal Employment Opportunity,' as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulations at 41 CFR part 60, 'Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.' (http://www.ojp.usdoj.gov/about/ocr/assistance.htm);

5.22.5. as applicable, OMB Circulars A-122 (Cost Principles for Private Non-Profit organizations) (see 2 CFR Part 230), A-21 (Cost Principles for Educational Institutions) (see 2 CFR Part 220), and Executive Order 12372 governing the review and coordination of Federally Assisted Programs and Projects.

5.23 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 4 years and 90 days following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement, whichever is longer (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings).

5.24 Accounting Records for Federal Funds. As per any referenced funding-entity requirements, Architect is required to account separately for the receipt and expenditure of state and federal funds received from County. Architect (including Architect's subcontractors, as applicable) shall not co-mingle grant funds and shall maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records shall contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. County or designee may (but shall not be required to) assist Architect to establish a set of records that complies with the requirements of the grant or the government agency providing the funds for this Agreement and may periodically inspect such records to ensure that they are properly kept. Architect (including Architect's subcontractors, as applicable) shall follow the provisions of Title 45 Code of Federal Regulations (CFR) Part 74 regarding the title to any equipment bought under this Agreement with federal funds allocated to Architect. Equipment purchased with grant funds must be used for the purpose of the grant and as approved by the grant funder. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and any final Financial Status Report. Unless otherwise agreed in writing, any equipment in excess of $5,000 that is purchased by Architect with funds provided under this Agreement must be delivered by Architect to County at the end of the contract period if requested. At HCED's option, such equipment may be returned to Architect for continued use in providing the services described in this Agreement if Architect is awarded a subsequent contract. In addition, upon Grant funded project/work completion, Architect may request ownership be transferred to Architect if authorized by the funding entity requirements referenced in this Agreement, and such request will not be unreasonably withheld.

5.25 Performance Monitoring and Document Inspection. Pursuant to the Texas Human Resources Code and/or other requirements, County or its designee is responsible for monitoring Architect and exercising reasonable care to enforce all terms and conditions of any applicable grant or of the state or federal agency providing any funds for this Agreement. County is responsible for collecting and/or maintaining all appropriate information, records, papers, reports, and other documents regarding any aspect of this Agreement, including services performed. If permitted by law and any established ethical requirements applicable to specific professionals, Architect shall furnish such information upon written (including electronic) request by HCED and Architect shall make all records, books, documents, and papers that directly pertain to and involve transactions relating to this Agreement (the Records) available for inspection, audit, examination, and copying (and all Architect's agents, employees, volunteers, and subcontractors, as applicable, providing work, products, services, licenses and/or deliverables under this Agreement available for interviewing) by HCED, the State of Texas and its agencies, the United States and its agencies, including the U.S. Department of Justice, Department of Education, Comptroller General, Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), or their duly authorized representatives. Architect agrees to cooperate fully in the monitoring process. Architect must permit County or its designee to inspect the performance of Architect for the purpose of evaluating the operations, deliverables, and/or services under this Agreement. County or its designee may conduct record evaluations, unscheduled site visitations, observations of programs or work in operation, interviews, and the administration of questionnaires to the staff and clients of Architect. In addition, Architect agrees to cooperate in any pre-monitoring activities requested by regulatory government agencies (such as the Texas Juvenile Justice Department, Texas Education Agency, Texas Department of Family and Protective Services), which may include, but are not limited to, completion of self-assessment checklists, questionnaires, or other documentation supplied by the government agency. If permitted by law and any established ethical requirements applicable to specific professionals, Architect agrees to submit, in a timely manner, photocopies of any files or records of any applicable facility or program operated by or under the authority of County that may be requested by HCED or other government agencies as a part of the monitoring process.

5.26 Audit of Architect and Sub-contractors by State Auditor for State Funding. Pursuant to Section 2262.003 of the Texas Government Code (pertaining to receipt of state funds) and/or other requirements, Architect understands that acceptance of state funds under this Agreement acts as an acknowledgment and an acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Architect shall cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing complete access to all records requested pertaining to this Agreement. Architect shall ensure that this clause (concerning the authority of the State Auditor to audit funds received indirectly by subcontractors through Architect and the requirement to fully cooperate) is included in any subcontract that Architect can award under this Agreement.

5.27 Notice of Funding Source. In accordance with any applicable funding-entity requirements, Architect will, if applicable, place prominent notices acknowledging such funding in any literature describing work, products, services, licenses and/or deliverables covered by this Agreement. If applicable, this notice must appear in any annual financial report, conference agenda, promotional materials, and web site describing the work, products, services, licenses and/or deliverables.

5.28 Current Precinct Specific On-Call Agreements Not Affected. All current precinct-specific on-call agreements shall not be terminated or modified by this Agreement.

5.29 Authority of 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.

5.30 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.

5.31 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 HCEDAdminSvcs@hcpid.org.

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. The payments that County shall make to Architect should include firm fixed prices for specific tasks specified in this Agreement or in a written authorization under this Agreement, including Attachments. Any fixed fees listed in the written authorization must be set out in this Agreement or reasonably based on the anticipated cost pursuant to a fee schedule that is set out in this Agreement. Unless stated otherwise, all firm fixed prices may be billed on a percentage completed basis but Architect shall be paid only the percentage that is confirmed as completed by HCED. However, unless clearly and explicitly indicated as a firm fixed price task in this Agreement or in a written authorization under this Agreement, the specified task shall be billed and paid at any applicable hourly or cost-plus rates specified in this Agreement, and the amounts indicated for each specified task shall be considered the maximum allowable charge by Architect to perform that specified task (such as amounts listed under a heading entitled 'Estimated Costs'), unless otherwise clearly and explicitly stated otherwise in this Agreement. IN ADDITION, ALL HOURLY-BILLED SERVICES MUST BE REASONABLE AND NECESSARY. Payments to Architect shall not exceed the unit prices and rates specified in this Agreement and shall only be made pursuant to a proper written authorization under this Agreement.

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 appropriate, encumber, and certify as available by the County Auditor the total maximum sum of **TWENTY-TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$22,200.00)** to pay and discharge any and all liabilities that County may incur arising out of this Agreement. Any other provision notwithstanding, County shall never be liable to pay Architect any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available by the County Auditor.

7.3. Auditor's Certification of Funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.

7.4. Certification of Available Funds. The amount of purchases under this Agreement will depend on the needs and requirements of County. For on-call agreements, funds are expected to be appropriated, encumbered, and certified on an as-needed basis up to the amount specified in this section. Therefore, the County Purchasing Agent and HCED are authorized to encumber and request certification of funds by the County

Auditor to pay and discharge liabilities that County may incur under this Agreement without amending or supplementing this Agreement, and such encumbrance and certification may be documented on a purchase order or on a form approved by the County Auditor. Architect should notify HCED when Architect has earned or received 90% of the available funds most recently certified by the County Auditor.

7.5. Prior On-Call Agreements. Unless otherwise stated in this Agreement, any prior County-wide (non precinct-specific) on-call agreements for the same services between the Parties shall be terminated when this Agreement starts. Services provided under any such prior agreement must be billed within 45 calendar days from the start date of this Agreement. After the County Auditor approves the release of any remaining funds encumbered and certified for the prior agreement and sufficient funds are encumbered and certified for this Agreement, payment for any services pursuant to a prior valid agreement between the Parties shall be paid from funds encumbered for this Agreement at the applicable rates specified in the prior agreement.

7.6. 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 has no further liability, and the sole and exclusive remedy of Architect is to immediately terminate this Agreement unless the County Auditor certifies additional funds. The payment obligations created by this Agreement are also conditioned upon the availability of any State and Federal funds that are appropriated or allocated for the payments set out in this Agreement. County shall not be liable for damages as a result of interruption of payments. There is no right of subrogation, contribution, or indemnification against any funding entity for any payment obligation or duty owed pursuant to this Agreement.

7.7. 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 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;

7.8. 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.

7.9. 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 4 years and 90 days following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.

7.10. County Auditor to Make Final Decision. The decision of the Harris 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 initial time period for performance ("Term") of this Agreement shall begin upon execution of all the Parties and end on the later date of (a) Project completion or (b) two years minus a day from execution of all the Parties.

8.2 Automatic Renewal. Unless either Party gives written notice to the other Party (at least 30 calendar days' prior to the expiration date of the currently effective Agreement) of the Party's intent to terminate the Agreement, this Agreement will automatically renew annually (year-to-year) by extending the termination date one year from the prior term's end date, upon the same terms and conditions as are provided for in this Agreement up to four (4) additional years. The renewal shall not become effective until County has funded any financial obligation for the renewal, as evidenced in writing, such as a certification of funds contained on a purchase order.

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: Jeromy G. Murphy, AIA, RAS
Director, Accessibility & Code Consulting
American Construction Investigations, Ltd., dba ACI Consulting Architects
1225 North Loop West, Ste. 935
Houston, Texas 77008-1763
Email: vpopoca@acico.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@hcpid.org

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. All other provisions notwithstanding, for On-Call Agreements, County may procure services under this Agreement for any Harris County department or agency.

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 attachment is a part of this Agreement.

Exhibit A: Rate Schedule
Exhibit B: Architecture Team Acknowledgments

11.22 Information Certification. Architect and the person executing this Agreement on behalf of Architect certify that all information submitted pursuant to this Agreement is true, complete, accurate, and correct to the best of Architect's knowledge. Architect and the person executing this Agreement on behalf of Architect understand that deliberately misrepresenting or withholding information, or making any false, fictitious, or fraudulent statements or claims violates this Agreement and may result in prosecution under applicable statutes as well as criminal, civil, or administrative penalties.

11.23 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.

11.24 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.

11.25 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

AMERICAN CONSTRUCTION INVESTIGATIONS, LTD., DBA ACI CONSULTING ARCHITECTS

By: _____
Jeromy G. Murphy, AIA, RAS
Director, Accessibility & Code Consulting

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
Harris County Attorney

By: _____
Michael James
Senior Assistant County Attorney
CAO File Number: 23GEN0817

ATTEST:

By: _____
Secretary

ACI CONSULTING ARCHITECTS
1225 North Loop West, Suite 935, Houston, TX 77008
713.864.8494 acico.com

March 13, 2023

EXHIBIT A

Dr. Milton Rahman, P.E., PMP, CFM, ENV SP
Attention: Mr. Tristan Weinholzer, EIT
Harris County Engineering Department
10555 NW Frwy, Suite 200
Houston, TX 77092

Re: TAS Services

Mr. Rahman,

As Accessibility Specialists, registered by the Texas Department of Licensing and Regulation (TDLR), we are pleased to offer this proposal for Texas Accessibility Standards (TAS) plan review and inspection services.

The proposed fees in this proposal are effective, for the Harris County Engineering Department exclusively, through the 2023.

TAS Plan Review and Inspection

All public construction projects with an estimated construction cost greater than $50,000.00 must be registered with the Texas Department of Licensing & Regulation (TDLR) Architectural Barriers, reviewed and inspected. As Accessibility Specialists registered with TDLR, ACI can provide these review and inspection services.

Review and inspection fees are based on estimated construction cost. We propose the following fee schedule.

Est. Construction Cost	Plan Review	Inspection	Total
$50,000 - $199,999	$400	$450	$850
$200,000 - $499,999	$450	$500	$950
$500,000 - $999,999	$500	$550	$1,050
$1,000,000 - $1,999,999	$600	$600	$1,200
$2,000,000 - $4,999,999	$700	$700	$1,400
$5,000,000 - $9,999,999	$800	$800	$1,600
$10,000,000 - $14,999,999	$1,000	$1,000	$2,000
$15,000,000 - $24,999,999	$1,500	$1,500	$3,000
$25,000,000+ Add $1000 for each additional $10 million construction cost.			
TDLR Filing Fee - Paid only if ACI will be registering the project - Additional $175 state filing fee + $150 processing fee			

The proposed services include unlimited phone and email support to address review comments.

ACI is committed to providing services on a convenient and timely schedule. Plan reviews will be completed within 10 business days of receiving all necessary documents and authorization to proceed. If ACI performed the original plan review, the inspection will be performed within 10

business days of receiving the signed request for inspection. Additional time is required if a project file must be requested from another Registered Accessibility Specialist or TDLR.

Expedited Reviews

For an additional $200, plan reviews and inspections can be completed within 2 business days of receiving ALL necessary documents.

Mileage Expense

We propose a flat fee of $25 per inspection to cover mileage expense for all Harris County projects. If a single project has multiple locations that are separated by more than 5 miles between the two furthest locations, the mileage will be negotiated in advance.

Additional Services

Additional approved services are billed hourly at $225 per hour.

Thank you for this opportunity to continue to serve Harris County. Please call me at 713-864-8494, if you have any questions or comments.

Sincerely yours,
American Construction Investigations, Ltd.
dba ACI Consulting Architects



Jeromy G. Murphy, AIA RAS
Director, Accessibility & Code Consulting
jmurphy@acico.com
713-864-8494

EXHIBIT B: ARCHITECTURE TEAM ACKNOWLEDGMENTS

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

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

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

Responsibility	Firm	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	American Constr Investigations LTD			$22,200.00
Surveying				
Environmental				
Traffic Engineering				
Landscape				
Other				
Total			**$0.00**	**$22,200.00**

Total Contract Value in dollars:	**$22,200.00**
Percent of contract in dollars allocated to (MWBE, HUB, or DBE) Consultants:	**0.00%**

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

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

ORDER OF COMMISSIONERS COURT

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 AMERICAN CONSTRUCTION INVESTIGATIONS, LTD., DBA ACI CONSULTING ARCHITECTS FOR ON-CALL 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	[ ]	[ ]	[ ]
Comm. Rodney Ellis	[ ]	[ ]	[ ]
Comm. Adrian Garcia	[ ]	[ ]	[ ]
Comm. Tom S. Ramsey, P.E.	[ ]	[ ]	[ ]
Comm. Lesley Briones	[ ]	[ ]	[ ]

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 **American Construction Investigations, Ltd., dba ACI Consulting Architects** for On-Call Professional Architecture and Engineering Services. The attached Agreement, including any addendums, may be executed with an electronic or facsimile signature. Harris County is authorized to expend up to **$22,200.00** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement. Any funds encumbered from any prior agreements between the Parties for the same services shall be released as soon as approved by the County Auditor 45 calendar days after termination of any prior agreement and sufficient certification of funds for the current 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.