

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND ASAKURA ROBINSON COMPANY, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Toll Road Authority ("HCTRA"), and Asakura Robinson Company, LLC ("Landscape Architect" and/or "Company"). The County and Company are known individually as a "Party" and collectively as "Parties."

Recitals

On September 27, 2022, the County entered into an agreement with the Company to provide landscape architectural, engineering, and or planning services related to the Hardy Toll Road Downtown Connector project in Harris County, Texas (the "Agreement").

Both the County and Company desire to amend the agreement for the First time to replace the Scope of Services and increase compensation and payment to be paid by the County to Company ("First Amendment").

Company warrants and represents that it is willing and capable of providing the services.

Terms

1.

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

2.

Section 3. of the Agreement, titled Scope of Services, is removed in its entirety and replaced with:

The services to be provided herein in regard to the Project are defined in Appendix A-1 (Scope of Services).

3.

That part of Section 4(a) of the Agreement, titled Compensation and Payment, which currently reads as follows:

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

payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$784,201.02...**

Is hereby amended to read as follows:

- a. The Company shall be entitled to payment based on hourly rates and reimbursement as set forth in this section, and the Company agrees that such payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$1,458,147.44...**

4.

That part of Section 4(c) of the Agreement, titled Compensation and Payment, which currently reads as follows:

- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$784,201.02...**

Is hereby amended to read as follows:

- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$1,488,645.14...**

5.

It is expressly understood and agreed that the Agreement is attached to this First Amendment and incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this First Amendment shall control.

6.

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

7.

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

[EXECUTION PAGE FOLLOWS]

ASAKURA ROBINSON COMPANY, LLC

HARRIS COUNTY

By: _____

Name: _____

Title: _____

Date: _____

By:

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENESEE
COUNTY ATTORNEY

By:

Marcy Linebarger
Senior Assistant County Attorney

APPENDIX A-1

SCOPE OF SERVICES

The Landscape Architect shall provide the Planning and Conceptual Design Process for Phase II of the Hardy Toll Road Downtown Connector Project.

SCOPE OF WORK

1. The project site is a 3.6-mile north-south connection from IH610 into downtown through Houston's history Northside Village and Ryon neighborhoods.
2. The Phase II Planning and Conceptual Design Process for Hardy Toll Road Downtown Connector Project will be completed in three sub-phases.:
 - a. Existing Conditions, Community Benefit Scenarios, and Report (6 months)
 - b. Preliminary Design Team Engineering Study (6 months)
 - c. Public Input and Feedback Period
3. The expected schedule for this phase is 6 months from the start of contract to completion of Phase II.a.
4. The Landscape Architect shall provide landscape architecture, urban planning and design services for existing conditions analysis, stakeholder engagement, scenario development, and report development.
5. The Landscape Architect shall comply with requirements related to the following regulatory agencies: Harris County Toll Road Authority (HCTRA), Harris County, Texas Department of Transportation (TxDOT), Federal Aviation Administration (FAA), City of Houston, and other regulatory agencies such as municipal utility districts, as applicable.
6. The Landscape Architect shall retain the following subconsultant services:
 - a. Civil Engineering: Provide services for evaluating the current roadway design plans, roadway geometrics, cross sections, drainage, bridges, right-of-way acquisitions and completed/pending Phase I construction. Provide support for the stakeholder interviews and lead roadway opportunities of the community benefit scenarios.
 - b. Transportation Planning: Provide planning services for evaluating opportunities for pedestrian, bicycle and transit benefits and assisting with the development of community benefit scenarios.

- c. Economic Benefit Analysis: Provide economic analysis to compliment the community benefit scenarios.
- 7. The Landscape Architect shall provide Project Management and Contract Administration services including provide general coordination with sub-consultants and with HCTRA, attend coordination and progress meetings, prepare, and submit monthly invoices, and maintain project schedule.

Task 0: PROJECT MANAGEMENT (Assumes 6 months)

1. Kick-off meeting with HCTRA to discuss the project expectations and general character of the project including clarifying graphic standards such as colors, imagery, and overall graphic format (ie size, scale, resolution, file type).
2. The Landscape Architect will lead bi-weekly coordination meetings with the client, relevant stakeholders, and consultant team.
3. Task Review meetings will be held at the end of each task with HCTRA, owner and other consultants for comments and revise per client requests.

Deliverables

1. Bi-weekly Meeting Minutes

Task 1: EXISTING CONDITIONS (Assumes months 1-2)

1. Data Gathering and Analysis: During this process the Landscape Architect will gather existing plans and documents related to the project
 - a. *Data Gathering* - Available information will be reviewed and analyzed to understand existing conditions, community context, and Phase 1 of this project including previous public engagement efforts.
 - b. *Context Analysis* - Document existing conditions along the project corridor including existing and future land uses, local transportation connectivity, freight rail operations, traffic conditions, environmental concerns, community needs, and transportation improvements proposed for other local and regional transportation facilities.
 - i. This analysis will be performed through GIS mapping, evaluation of existing plans for the area and site visits.
 - c. *Existing Plan and Design Analysis* – The Landscape Architect will complete a review of existing plans to develop a clear understanding of planned and completed work in the project corridor. The central goal of this plan review will be the identification of key opportunities to advance recommendations in existing plans, while identifying areas to leverage and complement existing efforts.

- i. Current roadway design plans, roadway geometrics, cross sections, drainage, bridges, right of way acquisitions and completed/pending Phase I construction.
- d. *Community Analysis* - After data has been gathered and reviewed, the Landscape Architect will identify and meet with key stakeholders to engage. The initial stages of public engagement will consist of meeting with key stakeholders already engaged in the community or having jurisdiction in the area.
 - i. Prepare a Phase II.a Stakeholder Engagement Plan (SEP) which clearly states goals and processes for stakeholder engagement.
 - ii. Assist client in identification of key community stakeholders including Fifth Ward Community Redevelopment Corporation, Avenue CDC, Near Northside Management District, Downtown Management District, Buffalo Bayou Partnership, and others as needed to meet with for initial, one-on-one interview sessions.
 - iii. Prepare and attend interview sessions with key stakeholders. The purpose for these individual stakeholder meetings is to listen to their perspectives related to the project, the community and serve as an additional source of information for the project team. The initial meetings will be summarized through meeting minutes.
 - iv. Assist HCTRA in identification and convening of a Stakeholder Steering Committee to include community-based stakeholder representatives for continued involvement under the direction and authority of the client Executive Staff.

Deliverables: Data gathering and analysis will be compiled into an Existing Conditions Summary Document that will contain the following:

1. Context Summary Document containing project goals and objectives, graphic maps, summaries of relevant plans or policies, as well as site visit documentation and photography of the corridor.
2. Context Summary Graphic Context analysis will serve as a visual summary of the existing context analysis. The graphic will serve as a visual communication tool to support stakeholder engagement efforts.
3. Existing Plan and Design Graphic Summary will serve as a visual summary of the existing plan and design analysis. The graphic will serve as a visual communication tool to support stakeholder engagement efforts.
4. Phase II.a Stakeholder Engagement Plan documenting engagement goals and outcomes.
5. Stakeholder Engagement Meeting Minutes - Initial Stakeholder meeting minutes/summaries that document the initial interviews and listening sessions.
6. Stakeholder Steering Committee List - Identify a Stakeholder Steering Committee to support on-going engagement throughout the project phases.

Task II: COMMUNITY BENEFIT VISION, GOALS, AND SCENARIOS (Assumes months 2-3)

Based upon findings from Task 1, the Landscape Architect will revisit the project goals and objectives with community benefits identified during stakeholder engagement to create a vision for the future phases of the project. The Landscape Architect will lead an iterative, coordinated visioning process to guide the development of different scenarios and to provide a stakeholder check-in for latter phases to ensure the design refinement accurately reflects the community's desires and needs as well as the overall project goals.

1. Based on the findings from Existing Conditions, work with identified stakeholders and County staff to develop vision and goals for the corridor that would benefit both the local community and regional transportation network.
 - a. Prepare and attend a Stakeholder Steering Committee meeting for feedback on the vision and goals.
 - b. Document data and analyses performed to refine the needs and possible opportunities available to the local community.
2. Based upon refined vision, goals and objectives, and findings, the Landscape Architect will develop design scenarios for the corridor integrating a north-south connection into and through the network of local streets identifying opportunities to safely incorporate transit, pedestrian and bike facilities, parks and open spaces or other land uses. Scenarios will be defined taking into consideration of community benefits.
 - a. This process will be complemented by economic benefit analysis taking into the needs and possible opportunities available to the local communities, and to supplement the proposed urban and engineering strategies utilizing both local and national success examples to demonstrate tangible community benefit process.
 - b. The Landscape Architect will prepare scenarios that will be summarized through plans, illustrations, and visualizations.
 - c. The Landscape Architect will also address the possibility of a no-construction scenario, as needed.

Deliverables:

1. Scenarios will be summarized through plans, illustrations, and visualizations.
2. Summary of stakeholder feedback and input.

Revised Task III: HARDY DOWNTOWN CONNECTOR & COMMUNITY BENEFITS CONCEPTUAL PLANNING & FINAL REPORT

While deliverables listed under each task below will be delivered to HCTRA for review and feedback, they will also be incorporated into a Final Report (See Task J). The Landscape Architect will provide a weekly visual PDF update on progress. The following list of tasks document the additional professional services needed to complete the project:

A. Downtown Connector Alignment Options (Delivery June 16, 2023)

The Landscape Architect will provide HCTRA with options for horizontal and vertical alignment of the proposed Hardy Toll Road Downtown Connector and recommended next steps to move forward with the design and construction of the toll road.

1. Develop four [4] options for roadway horizontal and vertical alignment starting from the existing Hardy Toll Road (North of IH 610) into Downtown. Alignment options the Landscape Architect will develop are as follows:

- a. Option 1 - Existing Profile + Ped/Bike

Based on the previous Hardy Downtown Connector design, while keeping the previous design and profile, look at adding a safe pedestrian/bicycle trail allowing travel from north of IH 610 into Downtown with connectivity to cross streets and neighborhoods.

- b. Option 2 - Parkway - Elevated + At Grade

Develop a new alignment that would start elevated from IH 610 and come down to grade near Collingsworth St and become elevated again near Lorraine St. The toll road itself will be re-designed to include innovative structure, noise dampening, landscape, art, etc. This option would also include safe pedestrian/bicycle trails from north of IH 610 to Downtown with connectivity to cross streets and neighborhoods.

- c. Option 3 - Parkway – At Grade + Cut and Cover

Develop a new alignment that would start elevated from IH 610 and come down to below grade near Collingsworth St, allowing for 'Cut and Cap' between Collingsworth St and Lorraine St, creating an approximately one [1] mile long linear park, and then become elevated again near Lorraine St. The toll road itself will be re-designed to include innovative structure, noise dampening, landscape, art, etc. This option would also include safe pedestrian/bicycle trails from north of IH 610 to Downtown with connectivity to cross streets and neighborhoods.

- d. Option 4 - Jensen Ramp Feasibility

Look at the feasibility of adding an on/off ramp from/to Hardy Downtown Connector and Jensen Dr.

Deliverable: Illustrative plans and cross sections for each Option.

B. Stakeholder CIP Projects and Partnership Opportunities

The following are based on all publicly facing CIP plans:

- Create list of all stakeholders that have any CIP plans in/near the project area based on public information.
- Identify current and planned stakeholder CIP projects based on publicly facing information or any additional information provided by HCTRA.
- Identify possible stakeholder CIP projects that HCTRA could possibly partner with to deliver a potentially more complete project for the community.

Deliverable: White paper report of findings.

C. Design Elements - Research, Feasibility & Incorporation

Research the following design elements for feasibility and incorporation into the Hardy Downtown Connector:

- "Green" Columns
- Landscape on elevated structure
- Artwork & Public Art Monuments on structure and at grade
- Creating Moments & Destination
- Noise barriers and features
- Detention mitigation features
- Minimal Structural Profile
- High level research and assessment of long-term maintenance

Deliverable: No deliverable for this task. Findings from this task will be used to inform Task A and Task G.

D. Elysian Viaduct (Delivery June 16, 2023)

The Landscape Architect will:

- Evaluate Multimodal Connectivity Opportunities
- Evaluate Corridor Operations and Street Improvement Options

The Landscape Architect will study the effects and the feasibility of uncoupling the Elysian Viaduct from the Hardy Downtown Connector, and also examine the traffic impact and solutions of keeping the Viaduct coupled with the toll road.

Deliverable: White paper report of the findings.

E. Alternative Locations for Detention Pond D (Delivery August 18, 2023)

Based on current EPA findings, Detention Pond D just north of Earl Henderson Park is no longer viable. This task is to examine the following:

- In-line & Other Green Infrastructure Opportunities
- Determine Overall Detention Need by Alignment Option
- HCFCD overall plan to determine any potential integration
- Potential locations for needed detention

Deliverable: White paper report of findings.

F. 3D Model/Visualizations of Roadway & Pre-Design Concepts (Delivery June 16/July 31, 2023)

This task allows for the visualization efforts for the toll road options, as well as Community Benefit areas developed in Task A and G respectively. Renderings will require elements using 3D modeling and illustrative techniques to develop graphics that tell the story of the toll road and Community Benefit area experiences. These graphics will be used for agency and stakeholder engagement, the second Community Workshop, and the final report.

Deliverable: Listed under Task A and Task G.

G. Pre-Design Concepts (Delivery June 16, 2023)

Based on feedback from the Community Workshop #1 held on March 1, 2023 along with considerations of feasibility, five [5] community benefit areas have been selected for further conceptual development. The following areas will be developed in plan view, as well as renderings [Task G] for presentation to the public, agencies, and stakeholders:

- Detention Pond A
- Under Collingsworth
- Collingsworth Intersection
- Northern Detention Pond
- Quitman Connection

Deliverable: Illustrative plans and renderings.

H. HCTRA Facility (Delivery June 16, 2023)

Based on community feedback and direction from HCTRA leadership, the 4 blocks of HCTRA property directly north of Earl Henderson Park, no longer suitable for use as a detention pond, will be looked at as a potential HCTRA facility that may also be programmed for community uses as well as a potential Resiliency Center. In addition, the overall site will be looked at and programed to include sports facilities that may include football and baseball. Sub tasks include:

- Conceptual Site Program
- Conceptual Phasing and OPCC
- Illustrative Plan & visualizations

Deliverable: White paper report of the findings.

I. Community Workshop (End of June)

This task outlines the necessary preparations, workflow, and logistics for hosting Community Workshop #2, targeted to take place at the end of June 2023. These items serve to ensure a consistent planning process, with added measures for quantifying and qualifying workshop outreach, coordination, and follow-up efforts between HCTRA and the Landscape Architect. Special consideration has been taken to allow for the evaluation of equity and accessibility factors in the outreach process, workshop, and follow-up. These items include but are not limited to the following. All associated costs are included within the Landscape Architect's fee.

- Use of mailers and door drops within service areas coordinated with and approved by HCTRA.
- Distribution of flyers throughout the community, with photographic verification of various distribution locations provided to HCTRA.
- Advertisements distributed via English and Spanish newspapers in advance of workshop, with timeline coordinated with and approved by HCTRA and published postings delivered to HCTRA for verification.
- Signage such as yard signs placed near workshop area, with designs, quantity, and locations coordinated with and approved by HCTRA.
- Weekly outreach check-ins between the Landscape Architect and its engagement partners to plan and evaluate outreach strategies and workshop structure.
- Translation and interpretation of outreach materials and workshop materials coordinated to ensure accessibility to Spanish speaking populations, with turnaround time coordinated with HCTRA to ensure compatibility with timeline of workshop-related deliverables.
- Potential leveraging of HCTRA project website and/or online platforms for additional outreach, enhancement of feedback opportunities, and post-workshop follow up.
- Spanish interpretation to be provided throughout workshop.
- Post-workshop executive summary provided to HCTRA.
- Post-workshop community brochure provided to HCTRA.

Deliverable: *As noted above.*

J. Final Report + Pre-Design Concepts Tool-kit (Delivery August 25, 2023)

This task is compiling all the information from Tasks I-III into a comprehensive document to create a draft report that will also include the preferred final scenario plan, an implementation summary containing identified impacts, associated ROM costs, timeline, and draft Request for Qualifications for the design phase. A final report will be prepared after HCTRA review and comments, and up to 20 hard copies will be prepared and delivered to HCTRA by the end of September.

Deliverable: *Draft Report and Final Report.*

K. Project Management and Contract Administration

This task is for overall general coordination of the Landscape Architect's efforts as well as attending weekly progress meetings with the HCTRA team (up to 18 In-Person + 6 Virtual).

Deliverable: *Meeting minutes for each meeting.*

ORDER OF COMMISSIONERS COURT
Authorizing a First Amendment to Agreement with
Asakura Robinson Company, LLC

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2023 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND ASAKURA ROBINSON
COMPANY, LLC TO INCREASE COMPENSATION AND PAYMENT, AND REPLACE
THE SCOPE OF SERVICES FOR THE HARDY TOLL ROAD DOWNTOWN
CONNECTOR PROJECT**

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

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County, a First Amendment to the Agreement with Asakura Robinson Company, LLC, to increase compensation and payment, and replace the scope of services, for the Hardy Toll Road Downtown Connector project. The First Amendment is incorporated by reference and made a part of this order for all intents and purposes as though fully set forth word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.
3. This First Amendment encumbers an additional \$704,444.12 to compensate the Landscape Engineer.