



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

April 16, 2024

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: Job No. 230436

Members of Commissioners Court:

Please approve the following award on the basis of successful negotiations with the best evaluated vendor(s) and the attached Order(s) authorizing the County Judge to execute the attached Agreement(s):

Description: Professional Architectural and/or Engineering Services to Provide Staff Augmentation Services for the Development and Implementation of Roads, Bridges, Drainage, Transportation, Parks, and Trails Projects for the Office of the County Engineer

Vendor(s): VERSA Infrastructure LLC

Term: April 23, 2024 - April 22, 2025 with four (4) one-year renewal options

Amount: \$2,000,000

Evaluated By: • Evaluation Committee • Harris County Purchasing

On January 30, 2024, Commissioners Court authorized negotiations with the best overall evaluated vendors. A purchase order will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

JAA
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024



PROFESSIONAL SERVICES AGREEMENT

1. PARTIES

- 1.1 Parties. The Parties to this Professional Services Agreement (“Agreement”) are **VERSA Infrastructure LLC** (“Contractor”), and **Harris County** (“County”), on behalf of its Harris County Engineering Department (“HCED”). County and Contractor each may also be referred to individually herein as a “Party,” or collectively as the “Parties.”

2. PURPOSE

- 2.1 Project Description. Contractor will perform professional services for the development and implementation of the County's capital projects' bond program ("Project").
- 2.2 Summary of Scope of Work. The scope of services to be provided by Contractor is set forth on Exhibit A attached hereto and by this reference incorporated herein. Contractor warrants that it will complete the Project as set forth herein in a competent, professional, and satisfactory manner.
- 2.3 Professional Services. The professional services to be performed under this Agreement will be performed in accordance with applicable law.
- 2.4 Professional Services Procurement Act. The work to be performed under this Agreement cannot be purchased on the basis of competitive bids since it is encompassed within Texas Government Code §2254.002(2).

3. CONTRACTOR'S REPRESENTATIONS

- 3.1 Applicable Expertise. Contractor and the person executing this Agreement on behalf of Contractor certify and represent that Contractor (including Contractor'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. Contractor represents that Contractor (including Contractor'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. Contractor'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, Contractor 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. Contractor represents that Contractor is authorized to conduct the business and carry out the Scope of Work contemplated in this Agreement. Prior to starting performance under this Agreement, Contractor shall, upon written (including electronic) request, provide proof to HCED of the authority to do business in this state or at the location specified in this Agreement.
- 3.4 Ability to Perform. HCED will award contracts only to the most highly qualified available responsible provider/contractor possessing the ability to perform successfully under the terms, conditions, and budget of a proposed procurement. Consideration will be given to such matters as provider integrity, compliance with public policy, record of past performance, and financial and technical resources. Contractor represents that Contractor has the administrative, managerial, and financial capability to ensure proper planning,

management and completion of the Scope of Work described in this Agreement and further has the administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement.

- 3.5 Conflict of Interest Certification. Pursuant to Chapter 176 of the Texas Local Government Code, Contractor certifies that Contractor has completed any required conflict of interest disclosures or questionnaires (see www.ethics.state.tx.us). If this certification is materially incomplete or inaccurate, Contractor acknowledges that County shall have the right to terminate this Agreement without prior notice.
- 3.6 Certificate of Interested Parties Form 1295. Contractor 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. Contractor 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. Contractor must either (1) mail the completed Form 1295 to the Harris County Engineering Department at 1111 Fannin Street, 11th Floor, Houston, TX 77002, Attn: Administrative Services or (2) submit the form by email to HCEDAdminSvc@harriscountytexas.gov.
- 3.7 Disbursements to Persons with Outstanding Debt Prohibited. Contractor certifies, by execution of this Agreement, that neither Contractor nor any of Contractor's principals owe any debts as defined in Local Government Code Section 154.045 (including delinquent property taxes). Contractor understands that certain disbursements are prohibited and that County may apply any funds due to Contractor 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, Contractor hereby assigns any payments under this Agreement to the Harris County Tax Assessor-Collector for the payment of any current or future delinquent taxes.
- 3.8 Internet Access. Contractor shall maintain appropriate internet access, which will enable Contractor to access any secure online invoicing, reporting, or other web-based system designed for more efficient communication with HCED. As requested, Contractor shall submit required reports, invoices and related documents through an applicable secure internet site in a manner required to protect any confidential information submitted. Contractor shall review all instruction materials and/or attend all HCED provided training that is necessary for Contractor 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. Contractor shall provide the work, products, services, licenses and/or deliverables required to be provided by Contractor and as set out in this Agreement and in Attachment A and all other referenced attachments incorporated in this Agreement (altogether referred to as the Scope of Work). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached Contractor proposal or correspondence. Contractor 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 Contractor 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 Contractor shall then perform in accordance with this Agreement. Contractor shall not begin or proceed to the next design phase of the Scope of Work until Contractor receives from HCED a written (including electronic) authorization to proceed. County shall have no obligation to pay for and Contractor 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. Contractor shall complete the services called for by the calendar days and by the deadlines specified in this Agreement, including exhibits and written authorizations.

5. ADDITIONAL AND SPECIAL REQUIREMENTS

- 5.1 Cooperation with Other Service Providers. County may engage the services of other service providers for work related to the work, products, services, licenses and/or deliverables in this Agreement. Contractor shall reasonably cooperate with such other service providers and will not commit or permit any act that may interfere with the performance of work by any other service provider.
- 5.2 Non-Assignability. Unless otherwise authorized in this Agreement, neither party shall assign, in whole or in part, any duty or obligation of performance under this Agreement without the express written permission of the other party, except that the express written permission of HCED shall be considered the permission of County. Such written permission will not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed. However, with notice to HCED, Contractor may assign this Agreement to any affiliate of Contractor that controls, is controlled by, has resulted from a merger with, or is under common control with, Contractor if the assignee is at least as capable and qualified to provide the deliverables contemplated in this Agreement. This provision is not intended to restrict any assignment that is required by Section 9.406 of the Texas Business and Commerce Code.
- 5.3 Independent Contractor/Parties. County expects Contractor to meet the high standards set forth in this Agreement and looks to Contractor for results only. Unless otherwise required by law or regulation, County shall not direct the methods used to obtain those results, and Contractor shall perform the services as an independent contractor under the sole supervision, management, direction, and control of Contractor. As an independent contractor, Contractor will accept directions pertaining to the goals to be attained and the results to be achieved, as applicable, pursuant to this Agreement, but Contractor shall be solely responsible for the manner in which Contractor 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. Contractor 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 Contractor are independent contractors or employees of Contractor and shall not for any purposes be considered employees or agents of County. Contractor assumes full responsibility for the actions of any employees and agents while performing any services incident to this Agreement, and Contractor 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. Contractor agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under this Agreement. The personnel Contractor 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, Contractor shall only assign personnel with the required qualifications to fulfill those functions. Notwithstanding transfer or turnover of personnel, Contractor 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. Contractor shall notify County immediately and in advance of any significant organizational change that could affect Contractor's ability to carry out all duties and responsibilities under this Agreement, including any change of Contractor's name or identity, ownership or control, or payee identification number. Contractor shall also provide written notice to County within 10 working days of the change. Contractor shall provide ownership information to County immediately upon any such change.

- 5.6 Adverse Actions Reporting. Contractor shall inform HCED, in writing, of any concluded investigation of Contractor (including Contractor'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 Contractor'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. Contractor is not entitled to receive payment for services that were performed by Contractor while the required license was suspended or revoked. Contractor 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 Contractor'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, Contractor 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, Contractor has provided to HCED the qualifications of the subcontractor to perform and meet the standards of this Agreement. Contractor shall comply with all Texas Administrative Code and Texas professional licensing agency requirements for choosing any professionally-licensed subcontractor.
- 5.8 Professional Standards. Where specifically-applicable standards are not explicitly set forth in this Agreement, as someone with expertise in the field, Contractor must provide the work, products, services, licenses and/or deliverables in accordance with generally-accepted standards applicable to Contractor's profession or industry. Contractor and County agree and acknowledge that County is entering into this Agreement in reliance on the Contractor's competence and qualifications, as those were presented to County by Contractor with respect to professional services. Contractor shall at all times utilize the skill and attention to fully, timely, and properly render professional services for the development of The Project to final completion as set out in, or reasonably inferred from, the Scope of Work/Services. This shall be done in a manner utilizing the degree of care ordinarily used by licensed professionals performing similar services on projects of a similar nature and scope within the State of Texas. A professional engineer assigned by Contractor to manage the Scope of Work who is licensed to practice in the State of Texas shall be present and represent Contractor at meetings of any official nature concerning The Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, any pre-construction meetings and any construction meetings (for construction-related projects) with County staff and/or contractors, unless otherwise set forth in the Scope of Work or approved in writing by HCED.
- 5.9 County Procedures. To effectively perform the services stated above, Contractor must become familiar with various procedures, policies, data collection systems, and other information of County. Contractor shall adhere to all applicable County engineering guidelines, standards, and design criteria (see <http://www.eng.hctx.net>). HCED will assist Contractor in obtaining the information. Unless otherwise required by law, Contractor 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 Contractor work product, the work performed will be deemed, to the extent authorized by law, to have been done on a works-made-for-hire basis, as that term is understood in copyright law. In the event and to the extent that such works are determined not to constitute works-made-for-hire, Contractor 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 Contractor work product prepared pursuant to this Professional Services Agreement and shall have the same force and effect as if

prepared by County, including mylar reproducible, 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). Contractor may retain one set of reproducible copies for Contractor's sole use in preparation of studies or reports for County only. Contractor 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. Contractor warrants that Contractor's work product will not in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or any other right of any third party, and Contractor will defend any claim, suit, or proceeding brought against County on the issue of infringement of any copyright by virtue of anything supplied by Contractor 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 Contractor certain documents, data, and/or other information that is proprietary, confidential, or a trade secret (Trade Secrets). Contractor must not divulge or otherwise make unauthorized use of Trade Secrets or other protected information, procedures, or policies of HCED, any former employee, contractor, client, customer, or consultant, in the exercise of duties under this Agreement. Except to the extent authorized by a third party, neither Party shall copy, recreate, or use any proprietary information of a third party in the performance of services under this Agreement.
- 5.12 Nondisclosure and Confidentiality of Information. To the extent permitted by law, Contractor 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 Contractor's obligations under this Agreement, Contractor 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. Contractor and the person executing this Agreement on behalf of Contractor acknowledge that (a) access to this information (whether electronic, written or oral, formal or informal) is provided solely to Contractor 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, Contractor 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 Contractor's partners, principals, representatives or employees as necessary to fulfill obligations under this Agreement; (7) notify HCED immediately of all requests for confidential information; and (8) immediately report to HCED all unauthorized disclosures or uses of confidential information.
- 5.13 Public Comment and Public Information Act. To the extent permitted by law, all contact with the news media, citizens of County, the State of Texas or other governmental agencies concerning The Project will be the responsibility of HCED. In the event Contractor is subject to the Texas Public Information Act, upon receipt of a written request for any information by Contractor developed in the performance of services under this Agreement, Contractor 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 Contractor. Unless required by law, under no circumstances shall Contractor 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. Contractor shall comply (and assure compliance by Contractor'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. Contractor 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 Contractor should not reasonably have anticipated) require significant changes or additions to the Scope of Work that were not contemplated by the Parties, the Parties shall negotiate in good faith for the purpose of creating reasonable and equitable written modifications to this Agreement.
- 5.15 Records Retention and Management. Contractor 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. Contractor shall maintain and make available for inspection the Records for a minimum of four (4) years following either the end of the federal fiscal year in which any obligations were performed under this Agreement or the termination date of this Agreement, whichever is longer (or longer if necessary to resolve any litigation, claims, financial management review, or audit findings).
- 5.16 Authority of Harris County Engineer. The Harris County Engineer ("County Engineer") shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by Contractor. 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 Contractor and the County Engineer (or designee), Contractor 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, Contractor and the County Engineer may adjust any corresponding firm fixed or maximum prices that neither increase the maximum amount of funds that Commissioners Court has authorized to be encumbered nor destroy the purposes of this Agreement. Any of the aforementioned adjustments to the Scope of Work and/or corresponding adjustments to any firm fixed or maximum prices (collectively, "Adjustments") may be reflected by a written Special Amendment to the Scope of Work in this Agreement ("Special Amendment"). Nothing contained in this section shall be construed to authorize the County Engineer to alter, vary, or amend any of the terms or provisions of this Agreement, other than the aforementioned Adjustments. The County Engineer is authorized on behalf of the County to make Adjustments (as defined herein) and execute a corresponding Special Amendment without further action by Commissioners Court. The Harris County Auditor ("County Auditor") is authorized, without further action by Commissioners Court, to certify additional funding for any Adjustments upon execution of a Special Amendment by the County Engineer.
- 5.17. Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor 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, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- 5.18 Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor 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, Contractor 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, Contractor 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 Contractor's liability for death, bodily injury, and property damage resulting from Contractor'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 Contractor pursuant to statute.

6.2 Delivery of Policies. Immediately upon execution of this Agreement and before any Services are commenced by Contractor, Contractor shall provide County evidence of all of the above coverage on forms and with insurers acceptable to County. Contractor must maintain a valid Certificate of Insurance as described herein on file with County at all times during the term of this Agreement. Contractor 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 HCEDAdminSvc@harriscountytexas.gov.

6.2.1 Issuers of Policies. Coverage shall be issued by company(s) licensed by the Texas Department of Insurance to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company(s) should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII.

6.2.2 Certificates of Insurance. Contractor 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, Contractor 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. Contractor shall furnish evidence of such insurance to County as well.

6.3 Additional Insured. Contractor 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. Contractor'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 Contractor's insurance coverage shall not be subject to any deductible.

6.4 Deductibles. Contractor 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"). Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor 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 Contractor in accordance with the fee schedule and rates specified in this Agreement, including in the Attachments up to the total maximum amount specifically appropriated, encumbered, and then certified as available by the County Auditor.
- 7.2. Funding and Appropriations Limit. County shall have no obligation to pay for and Contractor shall have no obligation to provide any work, products, services, licenses and/or deliverables until sufficient funds are certified by the County Auditor. County intends to initially appropriate, encumber, and certify as available by the County Auditor the total maximum sum of **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)** 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 Contractor any greater amount under this Agreement than is specifically appropriated, encumbered, and then certified as available by the County Auditor.
- 7.3. Auditor's Certification of Funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.
- 7.4. Funding Out/Non-Appropriation. It is further understood that pursuant to Local Government Code Chapter 111, when and if the work, products, services, licenses and/or deliverables and charges provided for herein are equal to or exceed the amounts certified available, Contractor is authorized to terminate some or all of Contractor's work, products, services, licenses and/or deliverables under this Agreement unless the County Auditor certifies that additional funds are available, in which event Contractor agrees to continue to provide the products, services and/or deliverables to the extent funds are available. When all the funds certified by the County Auditor, together with any additional funds thereafter certified, are expended, County will have no further liability, and the sole and exclusive remedy of Contractor will be to immediately terminate this Agreement unless the County Auditor certifies additional funds.
- 7.5. Billing Statements/Invoices. Unless otherwise indicated in this Agreement, no later than the 10th day after the end of each calendar month within the term of this Agreement, Contractor 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 Contractor 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. Contractor shall submit to HCED billing statements or invoices limited to work done and products, services and/or deliverables provided pursuant to this Agreement, and Contractor 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 Contractor. HCED will then forward the approved statement or invoice to the County Auditor for payment. County will pay Contractor the proper amounts due and owing under this Agreement within thirty (30) calendar days of receipt of the approved statement or invoice to extent allowed by law. Each statement or invoice must include a monthly inventory of work, products, services, licenses and/or deliverables provided during the billing period and any other details HCED reasonably requests for verification purposes, which might include:
- (a) The date(s) work, products, services, licenses and/or deliverables were provided;
 - (b) Meetings and lists of attendees, if applicable;
 - (c) Detailed description of the work, products, services, licenses and/or deliverables provided;

- (d) The total amount billed, and any other details of the work, hours, or services as may be requested by the County Auditor;
 - (e) If applicable, the case number for which services were performed;
- 7.6. Overpayments. Within 10 calendar days after request by HCED, Contractor must reimburse to County all funds paid by County to Contractor that any funding entity or auditor determines have been improperly paid to, or expended by, Contractor. County may withhold, suspend, or reduce any and all payments due to Contractor until any overpayments are reimbursed.
- 7.7. Costs of Substitute Services. If Contractor fails to perform any of its obligations under the Agreement and County procures substitute services upon such terms as are appropriate, County shall deduct the reasonable costs for such services from any payments owed to Contractor under this or other agreements. Contractor must reimburse to County, within thirty (30) calendar days after request by County, any additional costs of such substitute services beyond what has already been deducted by County. County may also withhold, suspend, or reduce payments due to Contractor until the costs of such substitute services are reimbursed to County by Contractor. This provision is not intended to waive or preclude any other remedies the parties may otherwise have in law, equity, or elsewhere in this Agreement and is in addition to and not in lieu of any other remedies.
- 7.8. Billing Audits. County and its designee shall have the right to examine and audit all of Contractor's billings/invoices and all of Contractor's backup and support data for billings/invoices for this Agreement. Upon HCED's request, Contractor agrees to make such data and supporting documentation available to the County Auditor or designee in Harris County, Texas. Contractor 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. Contractor shall maintain and make available for inspection (electronically or in Harris County during regular business hours) the Records for a minimum of four (4) years 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.
- 7.9. County Auditor to Make Final Decision. The decision of the County Auditor as to the amount owed shall be final if there is any dispute between County and Contractor as to the amount owed to Contractor for any monthly statement or invoice submitted by Contractor. County agrees to notify Contractor 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 Agreement shall begin upon execution of all the Parties and remain in full force and effect for a period of one (1) year (the "Initial Term"), unless earlier terminated. At the County's option, this Agreement may be renewed on the same terms and conditions for four (4) additional one-year periods (each a "Renewal Term").

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, Contractor 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 Contractor.

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, Contractor 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, Contractor 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, Contractor shall return to HCED all records, files, documents, notes and other items in Contractor's possession, if any, relating to any assignments or work that Contractor has undertaken or been given under this Agreement, if permitted by law and any established ethical requirements applicable to specific professionals. Contractor 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 Contractor to surrender Contractor's own records to HCED after termination.

9.7 Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall, at the request of the County, assist in the transition until such time that a replacement engineer can be named. Contractor acknowledges its responsibility to cooperate fully with the replacement engineer and the County to ensure a smooth and timely transition to the replacement engineer. 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, Contractor 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 Contractor (including Contractor's agents, employees, volunteers, and subcontractors/consultants under contract, or any other entity over which Contractor exercises control, in the performance of the services defined in this Agreement). Contractor 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:

CONTRACTOR: Sanjay Ramabhadran
Principal
VERSA Infrastructure LLC
16225 Park Ten Place, Ste 500
Houston, TX 77084
Email: sanjay@versainfrastructure.com

COUNTY: Dr. Milton Rahman, PhD, P.E., PMP, CFM, ENV SP
Executive Director & County Engineer
Harris County Engineering Department
1111 Fannin Street, 11th Floor
Houston, TX 77002
Email: AgreementInfo@harriscountytexas.gov

All other communications may be sent by electronic means or in the same manner as Notices described herein.

- 11.2 Receipt of Notice. Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.
- 11.3 Change of Address. Each Party shall have the right to change its respective address by giving at least ten (10) days' written notice of such change to the other Party.
- 11.4 Force Majeure. Neither Party will be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the reasonable control of such Party if such cause is generally recognized under Texas law as constituting impossible conditions. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within 10 business days of the existence of such Force Majeure event or otherwise waive this right as a defense.
- 11.5 E-Mail Addresses. Contractor 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 Contractor and any agents acting on Contractor'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 Contractor's assurances and representations made in this Agreement. Any false assurances and representations by Contractor shall be immediate grounds for termination of this Agreement without prior notice at the option of County.
- 11.9 Contract Construction. The titles assigned to the various Articles of this Agreement are for convenience. Titles shall not be considered restrictive of the subject matter of any Article or other part of this Agreement. Likewise, the provisions of purpose in this Agreement are intended to be a general introduction and are not intended to expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions in this Agreement.
- 11.10 Ambiguities. Ambiguities, if any, shall not be interpreted against the drafter of this Agreement.
- 11.11 No Waiver of Default. Any waiver by either Party of one or more defaults on the part of the other Party in the performance of obligations under this Agreement is not a waiver of any subsequent defaults.
- 11.12 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies of County are not exclusive, but are cumulative of all rights and remedies that exist now or in the future.
- 11.13 No Third Party Beneficiaries. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 11.14 Non-Exclusivity. Unless explicitly provided in this Agreement, nothing shall prevent either Party from contracting with other parties for the provision of the same or similar services or deliverables that are contemplated by this Agreement.
- 11.15 Limited Personal Liability. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, employee, or agent of County.
- 11.16 Dispute Resolution Process. The Parties will meet and confer in good faith to work together to resolve problems or disputes that may arise. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually-agreeable dispute resolution process.
- 11.17 Survivability Clause. Any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement, including indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- 11.18 Savings/Severability Clause. If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law. In any event, the remaining provisions the same shall continue in full force and effect, provided that the unenforceable or invalid provision is not material to the overall purpose and operation of this Agreement. If necessary in order to make this Agreement valid and enforceable, the Parties shall meet to confer upon an amendment or modification.
- 11.19 Time is of the Essence. Time is of the essence with respect to Contractor's performance under this Agreement, and Contractor shall perform all services diligently until completed.
- 11.20 Choice of Law. This Agreement shall be construed according to the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue lies only in Harris County as per Texas Civil Practice and Remedies Code Sec. 15.015, and any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of this Agreement must be brought solely in the courts or locations that are

situated in the State of Texas, County of Harris. Both parties irrevocably waive any claim that any proceeding brought in Harris County has been brought in an inconvenient forum.

11.21 Exhibit List. The following attachments are a part of this Agreement:

Exhibit A: Scope and Schedule of Services

Exhibit B: Rate Schedule

Exhibit C: Team Acknowledgment Form

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

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

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

HARRIS COUNTY

By: _____

Lina Hidalgo
Harris County Judge

VERSA INFRASTRUCTURE LLC

By:  _____

Sanjay Ramabhadran
Principal

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE

Harris County Attorney

By:  _____

An Le
Assistant County Attorney
CAO File Number 24GEN0712

EXHIBIT A

Scope of Work

(follows behind)

EXHIBIT A - SCOPE OF SERVICES

SPECIFICATIONS

<p>Professional Architectural and/or Engineering Services to Provide Staff Augmentation Services for the Development and Implementation of Roads, Bridges, Drainage, Transportation, Parks, and Trails Projects for the Office of the County Engineer</p>
--

SCOPE

Harris County Office of the Purchasing Agent is seeking multiple professional staff augmentation firms with experience, capabilities, and qualified available staff to provide Engineering Program and Project Management, Construction Management and Inspection Services, Professional Engineering, Architectural, and Landscape Architectural staff augmentation services for the development and implementation of the County's capital project's bond program that may include, but is not limited to, roads, bridges, drainage, transportation, parks, and trails projects for the Office of the County Engineer.

DESCRIPTION

Harris County is seeking multiple professional staff augmentation firms to provide engineering program and project management, construction management and inspection services, and landscape architectural services to assist the County in project development and implementation of the County's capital projects bonds program. Staff augmentation services may include, but are not limited to, roads, bridges, drainage, transportation, parks, and trail projects.

In November 2022, voters in Harris County approved three bond propositions totaling \$1.2 billion. The bond package provides funding for public safety facilities, roads, drainage, transportation-related programs, parks, and trails. \$100 million in public safety investments will be countywide. The remaining \$1.1 billion in bond funds will be spent in each of the four Harris County precincts for transportation, and parks and trails projects, with at least \$220 million to be spent in each precinct. The bonds will finance eligible capital projects, including land, labor, materials, and professional services. In addition, Harris County's funding from other sources will also be used to develop and implement projects.

This Space is Intentionally Blank

Offerors will be required to show the ability to provide all the services described below. The successful Offeror shall be responsible for identifying, preparing, and obtaining all documentation, coordination, testing, inspections, plans, reports, forms, permits and any other necessary documentation pertaining to any assigned work required by Local, State, and Federal Agencies, Departments, Boards, and Commissions. Offeror shall be responsible for supplying necessary reports, studies, and/or documentation (if applicable) to the agencies as required and provide responses to their comments, as necessary.

Harris County intends to deliver multiple federally and locally funded projects in connection with three (3) voter-approved bond propositions totaling \$1.2 billion. Harris County requires staffing support and design services to complete those projects efficiently, timely, and in accordance with all applicable federal, state, and local requirements. Offeror shall perform the Scope of Work to the extent necessary (a) for the proper execution and completion of the Work under the Contract; (b) to supervise and direct the Work in a safe manner and perform all Work in accordance with the Contract, Applicable Law, Applicable Permits and Industry Standards; (c) to achieve Final Completion of the assigned work; and (d) in conformance with the Contract Documents and the Technical Specifications and such that the Work is in compliance with the Contract, Industry Standards, Applicable Codes, Applicable Laws and Applicable Permits.

Offeror is responsible for identifying, coordinating, and conforming scope, specifications, and recommendations of assigned project(s) to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies, including, but not limited to the State of Texas, Harris County, U.S. Environmental Protection Agency (EPA), the Federal Emergency Management Agency (FEMA), the Texas Commission on Environmental Quality (TCEQ), and any other local codes or agencies as they may apply.

The selected firm(s) may be required to provide architectural and engineering project management and design services on-site at various Harris County offices and job sites for projects in Harris County. The selected firm(s) shall provide qualified personnel to support the County's staff in completing the required steps necessary in delivering the design and construction of projects, complying with all Federal and State Grant requirements. The selected firm(s) shall provide personnel to work on-site at various Harris County offices and job sites for projects under this program related to project management. Working hours are generally between the hours on Monday through Friday from 7:00 a.m. to 5:00 p.m.; core hours between the hours on Monday through Friday from 9:00 a.m. to 3:00 p.m. All personnel shall be required to work eight (8) hours a day to total a forty (40) hour workweek. Personnel may be required to work early mornings, late evenings, holidays, and weekends depending on the project load and timeline. Responsiveness and availability for these callouts are required.

The project(s) shall consist of successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead and incidentals necessary for Professional Staff Augmentation Services. This includes engineering program and project management, construction management and inspection services, Professional Engineering, Architectural, and Landscape Architectural Services. Services will include overseeing planning, scoping, design, permitting, bidding, construction, warranty, and close-out phasing through staff augmentation services. All consultant team(s) with supporting sub consultants providing professional disciplines shall have an established staff or team capable of providing the services indicated in the Scope of Work. Staff may be co-located at the Harris County Engineering Department office or on-site.

Program Managers and Construction Managers are considered key staff and must be identified. All other staff will require approval from the County prior to notice to proceed.

The services to be performed by the Offeror may include, but are not limited to, the following:

1) Professional Staff Augmentation Services

- a) Co-locate engineering program and project managers, engineers, architects, landscape architects, project controls/scheduling, construction managers, and/or construction inspectors with HCED staff to assist in the management and inspection of capital projects in design and construction.
- b) Project managers provided through staff augmentation will be expected to conduct the day-to-day management of projects under only general oversight and guidance by HCED staff.

Task 1: Program Management – This includes all general activities that are related to the management of the program and not specific to design or construction contract administration activities.

- a) Develop a Program Project Manual detailing standard operating procedures and processes for program projects.
- b) Review, manage, and coordinate program schedule for the program. The schedule will include critical path tracking, funding/cash flow forecasts, invoice tracking, as well as cost and schedule performance indicators.
- c) Compile weekly status reports outlining program design progress, budget updates, funding updates, construction progress, and identified issues with recommendations with an executive summary.
- d) Manage, maintain and utilize program quality assurance plan to track funding; land utilizations (e.g., acquisitions of Right-of-Way (ROW), easement, Right-of-Entry (ROE), Letter of No Objection (LONO)); utilities, and grant requirements.
- e) Manage and track ROW acquisitions across all projects within the program.
- f) Manage and track utility coordination across all projects within the program.
- g) Maintain and produce reports of program metrics utilizing Harris County documentation systems (e-Builder or other system directed by the County).
- h) Manage projects to ensure all projects are in compliance with grant requirements identified by the Harris County Grant Team.
- i) Develop a consistent guideline for Opinion of Probable Construction Costs (OPCCs) submitted by design Engineer for all projects within the program for acceptability.
- j) Schedule, attend, and/or conduct weekly/monthly/quarterly meetings with Harris County, design engineers, contractors, and stakeholders to present project metrics including overall program schedule, design progress, budget updates, funding updates, construction progress, and identified issues with recommendations. Prepare agendas and meeting minutes.
- k) Track and manage budgets of design contracts. Develop draw down plans to determine timing of funding needs.
- l) Provide assistance to Harris County with respect to meetings with establishment owners, public, HOAs, committees, municipalities, and stakeholders as to the progress of the work and steps going forward, if required.
- m) Oversee and coordinate program bid phase services process.

- n) Organize, manage, and coordinate project management teams for the execution of the study, design, bid, construction, and closeout of the projects in the program.
- o) Develop guidelines to ensure consistent application of Public Relations management for Public Engagement Meetings, Ribbon-cutting, and Groundbreaking Ceremonies, 3D video renderings, meeting management (e.g., moderators, Question & Answer support, technical speakers, etc.), rehearsals, and flyer or sign distribution. Working with the program project manager, coordinate with Precinct Communications team and stakeholders on Groundbreaking and Ribbon Cutting Ceremony site selection and setup.
- p) The County will develop and execute the contracts. Augmented staff will manage On-Call Contracts and Contractors to assist in construction of projects on assigned Precinct projects.
- q) Provide program management and oversight on assigned projects in construction. Assist construction management teams through critical issues related to construction and/or contract documents.
- r) Perform constructability and quality assurance/quality control (QA/QC) reviews of design submittals to include adherence to program requirements and industry standards (understood to be based on experience and knowledge of the Consultant's reviewers relative to industry standards) and identify issues that are problematic (e.g., presents uncertainty or increased risk to Harris County and/or Contractor, overly burdensome, etc.).

Task 1 Deliverables:

- Program Project Manual.
- Review and provide input to program schedulers.
- Weekly status reports outlining design progress, budget updates, funding updates, construction progress and identified issues with recommendations with executive summary.
- Monthly report outlining budget updates, funding updates, construction progress, and identified issues with recommendations with executive summary.
- Quarterly Status reports outlining design progress, budget updates, funding updates, construction progress and identified issues with recommendations with executive summary.
- Public Engagement Meetings.
- Groundbreaking and Ribbon-cutting Ceremonies.
- Public Relations Schedule Updates.
- Meeting minutes from all meetings.

Task 2: Project Management (Study/Design/Post Design/Bid Phase) – This includes all general activities that are related to the management of the projects prior to the construction of the projects.

- a) Coordinate the work of the design engineers required for the study phase or pre-design and design phases of the projects. The cost of such design efforts shall be paid by Harris County and is not included in the services to be performed by consultant. Consultant will monitor the design engineers and provide recommendations to Harris County, as applicable.
- b) Manage design engineer contracts, review, evaluate, and address schedule, budget, and/or performance-related issues and make recommendations to Harris County. If necessary, prepare documentation and process contract modifications in accordance with the established procedures and in accordance with their contract documents. Prepare contract modification documentation of approved changes for execution by Harris County.

- c) Prepare weekly status reports outlining design progress, budget updates, funding updates, construction progress, and identified issues with recommendations.
- d) Schedule, attend, and/or conduct bi-weekly design progress meetings with design teams and other parties as applicable. Track progression of overall project progress and resolutions of identified issues.
- e) Schedule, attend, and/or conduct weekly/monthly/quarterly meetings with Harris County, design engineers, contractors, and stakeholders to present project metrics for project schedule, design progress, budget updates, funding updates, construction progress, and identified issues with recommendations. Prepare agendas and meeting minutes.
- f) Review project details provided by the design engineer against applicable standards to confirm most stringent is utilized per the process established by Harris County.
- g) Review, manage, and coordinate project schedules. The schedule will include critical path tracking, funding/cash flow forecasts, invoice tracking, as well as cost and schedule performance indicators.
- h) Manage, maintain, and utilize project quality assurance plan to track funding; land utilizations (e.g., acquisitions of ROW, easement, ROEs, LONOs); utilities, and grant requirements.
- i) Manage and track ROW acquisitions for projects.
- j) Manage and track utility coordination for projects.
- k) Manage projects to ensure all projects are in compliance with grant requirements identified by the Harris County Grant Team.
- l) Review Opinion of Probable Construction Costs (OPCCs) submitted by design engineer for projects.
- m) Track and manage the budget of design contracts.
- n) Provide Public Relations management for Public Engagement Meetings and Groundbreaking and Ribbon Cutting Ceremonies, 3D video renderings, meeting management (e.g. moderators, Q&A support, technical speakers, etc.), rehearsals, and flyer or sign distribution. Coordination with Precinct Communications team and stakeholders on Groundbreaking and Ribbon Cutting Ceremony site selection and setup.
- o) Maintain and produce reports of project design phase metrics utilizing Harris County's project documentation systems (e-Builder).
- p) Perform constructability and QA/QC reviews of the design submittals to include adherence to project requirements and industry standards (understood to be based on experience and knowledge of the Consultant's reviewers relative to industry standards) and identify issues that are problematic (e.g., presents uncertainty or increased risk to Harris County and/or Contractor, overly burdensome, etc.).
- q) Assist Harris County and Design Engineer in the bid phase of the project advertisement.
- r) Provide support during the Bid Phase including assisting Harris County and Design Engineer in conducting a pre-bid conference of the construction projects and coordinate responses with Harris County and Engineer. Coordinate responses to the pre-bid conference in the form of addenda issued by the Engineer after the conference.
- s) Coordinate responses to submitted questions with the engineer in the form of addenda issued by the Engineer.
- t) Review draft addenda for compliance with the contract documents prior to publication.
- u) Assist Harris County in opening, tabulating, and analyzing lowest responsive bidder to determine if, based on the information available, they appear to be qualified to construct the project. Review and comment on recommendation award of contracts or other actions as appropriate to be taken by Harris County. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.

- v) Review engineer conformed documents for compliance with the bid documents including all addenda.
- w) Assist Harris County in the management of the design engineer during the construction phase of the project.

Task 2 Deliverables:

- Reviews of all design submittals.
- Project status reports.
- Meeting minutes from all meetings.
- Bid tabulations.
- Recommendation of awards of contracts.
- Provide weekly/monthly/quarterly reporting of design phase metrics.

Task 3: Construction Management and Inspection – This includes all activities associated with the administration of the construction contract and related interaction with the contractor and construction process. Participation during the design phase for constructability reviews and bid phase support will be required.

- a) During the design phase, participate in constructability, construction schedule, and construction cost estimate reviews.
- b) Provide support during the bid phase services.
- c) Project teams will prepare for construction by reviewing and becoming familiar with the project's contract documents prior to working on the site. This includes reviewing the plans, specifications, and associated documents of the project.
- d) Schedule, attend/conduct project meetings with contractor and engineer, such as preconstruction conferences, monthly progress meetings, and other project-related meetings.
- e) Establish communication procedures with Harris County and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
- f) Project teams will utilize Harris County project documentation systems (e-Builder or other systems as directed by the County) consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
- g) Review contractor's technical submittals, including, requests for information, modification requests, and shop drawings for general conformance with the contract documents and coordinate review and response from engineer to the contractor.
- h) Review progress schedule, schedule of shop drawings submittal and schedule of values prepared by contractor for acceptability and conformance with the contract documents.
- i) Based on the consultant's observations as an experienced and qualified design professional and review of the payment requests and supporting documentation submitted by the contractor, determine the amount that the consultant recommends contractor be paid on monthly and final estimates, pursuant to the general conditions of the construction contract.
- j) Conduct on-site observations as the owner's representative of the work in progress to determine if the work is, in general, proceeding in accordance with the contract documents and notify the

contractor of non-conforming work observed. Furnish daily reports documenting the progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings.

k) Notify Harris County of non-conforming work observed. Review quality-related documents provided by the contractor such as test reports or other documentation required by the contract documents.

l) Notify the engineer when clarifications and interpretations of the contract documents are needed and transmit to the contractor clarifications and interpretations as determined by the engineer. Consultant will help expedite responses from the engineer within the requirements outlined in their respective contracts with the goal of the engineer performing site visits within four (4) hours of clarification submission and solutions provided within 24-48 hours.

m) Interpret the drawings and specifications for Harris County and contractor(s). Investigations, analyses, and studies requested by the contractor(s) and approved by Harris County, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

n) Process contract modifications and negotiate with the contractor on behalf of Harris County to determine the cost and time impacts of these changes in accordance with the established procedures and in accordance with the contract documents. Prepare change order documentation of approved changes for execution by Harris County. Documentation of field orders, where the cost to Harris County is not impacted, will also be prepared.

o) Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to Harris County on the merit and value of the claim based on information submitted by the contractor or available in the project documentation. Endeavor to negotiate a settlement value with the contractor on behalf of Harris County if appropriate.

p) Conduct, in company with the engineer's representative, a final review of the project for conformance with the design concept of the project and general compliance with the construction contract documents. Assist Harris County in obtaining legal releases, permits, and warranties from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the contractor.

q) Collect and review contractor as-built drawings for accuracy and relay accepted as built drawings to the design Engineer for the purpose of completing record drawings of the project.

r) Track and manage budgets for the construction material testing (CMT) subconsultants.

s) Coordinate the work of CMTs required for the testing or inspection of materials, for quality control of the project. The cost of such quality control shall be paid by Harris County and is not included in the services to be performed by the consultant. The consultant will monitor the budgets of the testing laboratories and provide recommendations to Harris County, as applicable.

Task 3 Deliverables:

- Provide weekly/monthly/quarterly reporting of construction phase metrics.
- Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

Task 4: Project Closeout - Coordinate consolidation of all project record documentation and their distribution to Harris County, including production of as-built documentation from engineers in accordance with their respective contracts.

a) Schedule, attend/conduct post-construction warranty inspections as required by the contract documents; provide notifications based on observations during noted inspections; coordinate efforts required by engineer and/or contractor to review, evaluate, and remedy work as needed during the warranty period; notify surety of post warranty inspections.

Task 4 Deliverables:

- Project record documents
- Warranty inspection reports
- Meeting minutes from all meetings

Task 5: Additional Services - The consultant is prepared to execute additional services as needed to support the program as directed by Harris County. Additional services may require technical engineering services related to design, analysis, review, and public engagement. Engineering disciplines needed should include but not be limited to drainage, hydrologic and hydraulic, roadway, shared use paths and sidewalks, traffic, structural, geotechnical, and utility services.

2) Project Planning & Programming Services

- a) Transportation Planning, Programming, and Prioritization
- b) Public Safety Facility Planning, Programming and Prioritization
 - i) Additional courtrooms to existing facilities and improved technology and data systems for court management and crime prevention, backup generators, and other resiliency improvements for county facilities.
- c) Public Park Facility Planning, Programming and Prioritization
 - i) New Park Facilities
 - (1) Park Planning & Assessments
 - (2) Landscape Architecture
 - ii) Maintenance projects for existing Park facilities and trails, including floodable parks, trail projects, and inclusive parks for people with disabilities.
 - iii) American Disabilities Act (ADA) assessments
- d) Annual Report Preparation
- e) Mechanical/Electrical/Plumbing (MEP) Planning & Engineering Analysis
- f) Feasibility studies and conceptual design
- g) Grant application preparation and submittal, if necessary
- h) Corridor planning and implementation
- i) Federal, state, and local agency coordination
- j) Procurement support and advice
- k) Site development analysis
- l) Geotechnical and foundation planning and design analysis
- m) Real Estate and right-of-way planning
- n) Traffic studies and engineering
- o) Geographic information systems
- p) Performance management, controls, and metrics
- q) Coordination and support with Harris County Engineering Department's Communications Division and social media communication and marketing
- r) Multi-modal transportation planning

- s) Public involvement, education, and outreach
- t) Asset management
- u) Long-range transportation planning
- v) Value Engineering Methodologies
- w) Providing other services as required to support staff in executing the program of projects.

3) Project Development & Management Support Services

- a) Advanced project development
- b) Multi-discipline project design services
 - i) Transportation Facilities
 - ii) Public Safety Facilities
 - iii) Parks and Trails Facilities
- c) Project management
- d) Mechanical/Electrical/Plumbing Engineering Design
- e) Construction management and engineering services- Periodic field observation/construction phase administration, as required
 - i) General construction engineering and management of engineering and architectural projects
 - ii) Conflict resolution and field engineering
 - iii) Change order review, recommendation, and negotiations
 - iv) Managing Quality Control and Quality Assurance
 - v) Review and approval of shop drawings and construction materials
 - vi) Contract closeout support, punch list completion verification and warranty oversight and monitoring
 - vii) Dispute resolution, claims management, time impact analysis review
 - viii) Constructability plan review
- b) Construction Inspection Services
 - i) Create daily diaries to accurately document all construction activity
 - ii) Weekly measurement and input of quantities into HCED's e-Builder, and review/ approval of monthly pay estimates
 - iii) Coordination of all construction material testing activities
 - iv) Daily inspection of Traffic Control devices/Maintenance of Traffic/Pedestrians/Bikes
 - v) Minority & Women Business Enterprise reporting and monitoring
 - vi) Review of the construction schedule, material submittals, and shop drawings
 - vii) Development of Punchlist and contract time statements
 - viii) Inspectors must have knowledge of construction inspection standards of civil engineering street and drainage and architectural projects. This includes the monitoring and documentation of assigned projects.
- c) Program and Project Scheduling

- d) Preliminary, Conceptual, and Final Design Estimating
- e) Contract negotiations
- f) Bidding and Procurement Services Coordination and assistance with the bidding of documents, utilizing a variety of project delivery methods
- g) Cost and price analysis
- h) Technical and legal evaluation of alternative financing options
- i) Added value alternatives
- j) Right of way and property acquisition
- k) Environmental assessments and services
- l) Subsurface Utility Engineering (SUE) and Public/Private Utility Coordination and resolution
- m) Roadway pavement, cross-section, and structure design
- n) Roadway drainage/stormwater management preliminary engineering and design
- o) Roadway pavement management
 - i) Street maintenance/rehabilitation procedures and methods, sidewalk and ADA standards, and general civil engineering services
- p) Site layout preparation, site grading design, site utility improvements, foundation design, accessibility pathways, and site drainage design
- q) Hydrology and Hydraulic modeling and analysis
- r) The development of professional recommendations and opinions, as required.
- s) Project design document (plans and specifications) coordination
- t) Project Close Out and Record Drawing Management Services

The selected consultant(s) shall provide staff augmentation overseeing engineering professional services, project management services, construction inspection services, construction engineering services, expanded construction management services, and training services on an as-needed basis for time-sensitive situations in connection with improvements and projects for a three-year term. County will utilize these services to expedite delivery and completion of various capital programs and the projects.

The firm must be registered with the State of Texas, and be able to provide engineering, architectural, and landscaping architecture services, and be able to provide services to assist with overseeing external parties sealing plans, specifications, and estimates for bidding purposes. Furthermore, the firm or team of firms shall consult with Harris County staff, as they are subject matter experts, to provide specialized consultation throughout the life cycle of the project.

EXHIBIT B

Compensation for Professional Services

(follows behind)

Exhibit B - Schedule of Compensation

Max. Raw Rates By Labor Category	
Principal/Program Director	\$ 140.00
Program Manager	\$ 135.00
Deputy Program Manager	\$ 120.00
Construction Program Manager	\$ 120.00
Deputy Construction Program Manager	\$ 110.00
Administrative Assistant	\$ 44.00
CADD/ Designer	\$ 42.00
CADD/ Technician	\$ 40.00
Code & Life Safety Consultant	\$ 73.00
Construction Inspector I	\$ 51.00
Construction Inspector II	\$ 59.00
Construction Manager I	\$ 74.00
Construction Manager II	\$ 86.00
Cost Estimator	\$ 69.00
Documents Controls Specialist	\$ 50.00
Engineering Technician I	\$ 40.00
Engineering Technician II	\$ 44.00
GIS Analyst	\$ 48.00
GIS Specialist	\$ 60.00
Graduate Engineer	\$ 51.75
Landscape Architect	\$ 60.00
Project Analyst	\$ 55.00
Project Architect	\$ 60.00
Project Controls Analyst	\$ 60.00
Project Controls Manager	\$ 97.00
Project Engineer	\$ 62.00
Project Hydrogeologist	\$ 57.50
Project Manager I	\$ 65.00
Project Manager II	\$ 72.00
Project Manager III	\$ 80.00
Assistant Project Manager	\$ 62.00
Project Scheduler	\$ 70.00
Public Involvement Manager	\$ 100.00
Resident Engineer	\$ 66.00
Senior Hydrogeologist	\$ 64.00
Technical Advisor	\$ 140.00
Traffic Engineer	\$ 63.50

MULTIPLIER

- * Multiplier for Field - 2.80 (Vehicle not included - Add \$1,200/month for vehicle)
- * Multiplier for Field - 3.0 (including Vehicle)
- * Multiplier for Office - 2.85 (does not include Vehicle - Mileage as ODC at IRS rates)

Other Direct Costs (ODC):

Mileage at standard IRS Rates
Primavera P6/Cloud License \$800 per year per license

EXHIBIT C

Team Acknowledgment Form

(follows behind)



EXHIBIT C: ENGINEER TEAM ACKNOWLEDGMENTS

1. The following is the group of providers selected to perform the obligations described in the Agreement.
2. If any firm listed below actively holds certification in any of the following categories, that information shall be identified in the table under "Special Designation" Box:
 - ☐ MWBE (Minority and Women Owned Business Enterprise)
 - ☐ HUB (Historically Underutilized Business)
 - ☐ DBE (Disadvantaged Business Enterprise)
3. Also, all contract values must be identified in the table under "Contract Value".

Responsibility	Firm	NAICS Code	Special Designation	Contract Value (M/WBE)	Contract Value (Non M/WBE)
Prime	VERSA Infrastructure	541330, 237110, 237310, 541618	MBE	\$1,360,000.00	
Engineering Support	Omega Engineers	541330, 236220	MBE	\$200,000.00	
Engineering Support	Isani Consultants	541330, 236220	MBE	\$300,000.00	
Inspection	BSCI Inc.	236220, 237110, 237310	MBE	\$100,000.00	
Landscape	Asakura Robinson	541320	DBE, MBE	\$40,000.00	
Other					
Total				\$2,000,000.00	\$0.00

Total Contract Value in dollars:

\$2,000,000.00

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

100.00%

☐ 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 AGREEMENT BETWEEN HARRIS COUNTY AND VERSA INFRASTRUCTURE LLC FOR PROFESSIONAL SERVICES

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

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and this order was duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Agreement between **Harris County** and **VERSA Infrastructure LLC** for Professional Services. The attached Agreement, including any addendums, may be executed with an electronic or facsimile signature. The Harris County Engineering Department is authorized to request the Harris County Purchasing Agent to expend up to **\$2,000,000.00** in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement.
2. The Harris County Engineering Department and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.