

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

WITNESSETH:

WHEREAS, the County proposes to hire the Engineer to update the Harris County Truck Route Study to determine the future freight needs of the county and identify investment opportunities that will ensure the safe and efficient movement of goods/services in the region while improving the quality of life for Harris County residents; the study should also determine possible alignments with the Texas Delivers 2050 Freight Plan in Harris County, Texas, hereinafter called the "Project;"

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

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

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

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

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

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

1. General

- a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the contractors for the Project or any other party. All services rendered by the Engineer under this Agreement shall be performed under the supervision of HCTRA. The Engineer shall render services in accordance with generally accepted professional standards and use the degree of care and skill reasonably necessary to ensure compliance with all applicable laws and regulations.
- b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and deficiencies in its documents.
- c. The Engineer will collaborate with the County's personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System known as "MANAGE-IT". The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use "MANAGE-IT" to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
- d. The Engineer will collaborate with the County's personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by the County on "MANAGE-IT" at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:
 1. At all critical milestones;
 2. At established periodic intervals; and
 3. Following completion of the work as a final Project record, including applicable record drawings.

2. Scope of Services

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

3. Compensation and Payment

- a. The Engineer shall be entitled to payment of the lump sum amount of **\$930,000** for services to perform the tasks delineated in the Scope of Services. The Engineer shall submit deliverables at the appropriate milestones, as indicated on the project schedule. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The Engineer shall perform additional services, as requested, by the County and shall be paid as set forth in this section.
 - (1) The Engineer shall be entitled to payments based upon hourly billing for any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, provided that such additional services will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when HCTRA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.0 multiplier on raw salary rates.
 - (2) Where subcontractors are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for subcontractors' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractors will be on the same basis as if the costs were incurred by the Engineer. The Engineer will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts. Total contract amounts shall include subcontractor fees.

- b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County two (2) copies of invoices showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). It is specifically understood that any requests for travel reimbursements shall comply with those procedures for travel reimbursement to County employees established by the Harris County Auditor. HCTRA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.
- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$1,023,000** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and on the later date of (a) 365 calendar days from the Notice to Proceed date or (b) until Project completion.

The contract period in which work authorizations may be issued may not be longer than four years after the date of contract execution or contract amendment. The Engineer is responsible for notifying HCTRA thirty days prior to the end of the contract.

5. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to

terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

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

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds and a yearly revenue fund account. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from these sources of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion,

at any time prior to issuance by the County of the written notice to proceed as provided in Paragraph 4., above, to cancel this Agreement and in the event of such cancellation, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

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

8. Inspection of the Engineer's Books and Records

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

9. Personnel, Equipment, and Material

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

10. Subletting

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

11. Conferences

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

12. Appearance as Witness

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

13. Compliance with Laws

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

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

14. Insurance

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

15. Indemnification

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

16. Delivery of Notices, Etc.

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

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

- b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to HDR Engineering, Inc., 4828 Loop Central Drive, Suite 800, Houston, TX, 77081, Attention: David Weston or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

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

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

18. The County's Acts

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

19. Limitations

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

20. Captions Not a Part Hereof

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

21. Controlling Law, Venue

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

22. Successors and Assigns

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

23. Independent Contractor

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

24. Certificate of Interested Parties (Form 1295)

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

25. Additional Statutory Requirements

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

26. Historically Underutilized Business Requirements

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

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

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

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

Affirmative steps shall include:

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

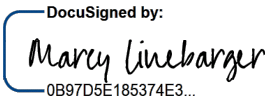
The Engineer shall submit evidence of compliance to Appendix C when requested by County.

[SIGNATURE PAGE FOLLOWS]

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

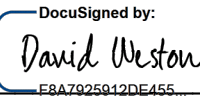
HARRIS COUNTY

By: 
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MARCY LINEBARGER
Senior Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

Date: _____

HDR ENGINEERING, INC.

By: 
F8A7925912DE455...
Name: David weston
Title: Vice President
Date: 3/26/2024

ORDER OF COMMISSIONERS COURT
Authorizing an Agreement with HDR Engineering, Inc.

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

ORDER AUTHORIZING AN AGREEMENT
WITH HDR ENGINEERING, INC. TO PROVIDE PROFESSIONAL ENGINEERING
SERVICES FOR THE UPDATE TO THE HARRIS COUNTY TRUCK ROUTE
STUDY/FREIGHT CORRIDORS PLAN, COUNTY-WIDE.

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement in an amount not to exceed \$1,023,000.00 with HDR Engineering, Inc. for professional engineering services in support of the update to the Harris County Truck Route Study/Freight Corridor Plan. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

APPENDIX A

Harris County Toll Road Authority Harris County Truck Route Study / Freight Corridors Plan - Scope of Services

HDR Engineering, Inc. and its partner consultants (HDR Team) propose the following scope of services for successfully executing Truck Route Study for Harris County Toll Road Authority (HCTRA).

Task 1: Project Management

This task will include:

- Setting up the contract, sub-contracts, prepare invoice templates and track progress of the team members.
- Preparation of a Project Management Plan (PMP): The PMP will delineate project requirements, deliverables, expectations, roles, responsibilities, protocols, quality control and quality assurance procedures, reporting process, monthly project progress meetings, meeting notes, invoicing, project schedule and budget.
- Preparation of a Communications Plan: The communications process (written and verbal), developed in detail and to meet HCTRA's needs.
- A bi-weekly or monthly progress meeting (via in-person or conference call) with essential HCTRA staff to report progress, discuss outstanding issues and prepare for upcoming events and activities.

Task Deliverables:

- Project Management and Communications Plan
- Bi-weekly or monthly coordination call agendas and meeting minutes
- Monthly invoices and project progress reports

Task 2: Freight Steering Committee Coordination

HDR Team will work with HCTRA to:

- Setup a Freight Steering Committee made up of staff from HCTRA, Harris County Engineering and Harris County Precincts to guide the project.
- Identify the objective, goals, and justification for the committee and develop a mission statement.
- Identify roles and responsibilities of committee members.
- Identify administrative considerations e.g., frequency of meetings, who is responsible for invites, meeting location etc.

The Committee may have two roles. The first is to support and provide guidance for the Truck Route Study. The second would be a long-term support of the future delivery of projects identified in the study and other Harris County freight related initiatives.

Eight meetings will be held throughout the course of the project to collect feedback and guidance from the Steering Committee. These meetings will have options to attend virtually/in-person, meeting content will be provided in advance to HCTRA PM for reviews along with an agenda and collect information through follow-up questionnaires and surveys. Meeting content could include informative exhibits, videos, renderings, presentations, and large boards.

Task Deliverables:

- Steering Committee member database
- Agendas and meeting minutes for eight meetings. Meeting minutes, including a list of participants, action items, and key takeaways, will be provided within 10 working days of the meeting.
- Meeting material including exhibits, presentations, surveys, videos, renderings, and boards.

Task 3: Collecting Stakeholder Input

HDR Team will develop and maintain a stakeholder contact database to facilitate and maintain effective and efficient communication with interested parties. We will work with HCTRA to identify up to 30 representatives of agencies and selected industry sector groups who have operations based in the county for interview. The agencies could include City of Houston, TxDOT, H-GAC, Port Houston, Houston Airport System, and Railroads. Industry sector groups could include advocacy groups such as Texas Trucking Association, private entities such as trucking and shipping companies, and other supporting sectors, such as real estate.

Some examples of industry sector groups are listed below:

- Petro-chemical: ExxonMobil, Chevron Phillips, Lyondell Basell, Air Products, INEOS
- Food & Beverage Distribution: HEB, Sysco, Houston Food Bank, Kroger, Tyson Foods, Anheuser-Busch
- Transport & Logistics: XPO, Saia, Estes, Genox Transportation, Gulf Winds International, Frontier Logistics, Amazon
- Construction: Martin Marietta, American Materials, Heidelberg, Rinker Materials, Oldcastle
- Infrastructure Owners & Operators: UB, BNSF, PTR, Port Houston, Houston Airport System
- Commercial & Industrial Real Estate: CBRE, Prologis, Colliers, NAOIP (Commercial Real Estate Development Association)

Some companies manage their own logistics, while others outsource it to third party logistics providers, so interviews may draw from both pools.

The goal of these interviews will be to draw information about the freight movement patterns, issues and concerns, and growth trends. They will not be necessarily used to list out favorable projects of the interviewees, and rather a source of information to support/validate the quantitative data collected from other sources. These interviews will be short (60 minutes or less), highly structured (according to prepared interview guides and checklists), flexibly scheduled (via telephone/online rather than in person), and one on one discussions (not group meetings or workshops) to gain useful information. We will develop interview questions and material in coordination with the Steering Committee.

We will maintain a database to gather and store information collected during these interviews to serve as a reference during project recommendation development and documentation.

Additionally, the project team will attend meetings in combination with other ongoing studies / efforts identified by the precincts to solicit feedback from the community on freight related issues and the project recommendations. We will attend up to eight (two in each precinct) meetings. The final report and recommendations will be updated to reflect the public input received. An interactive map will be provided to solicit input on specific locations of interest.

Task Deliverables:

- Interview questionnaires and material
- Stakeholder and industry feedback in a summary memorandum
- Interactive map showing areas of truck activity and concerns.

Task 4: Compilation of Freight Profile

We will develop a Freight Profile using the data and information, including stakeholder input collected in previous tasks. This will give us a clear understanding of the travel patterns, flow levels and forecasts for Harris County.

A typical freight profile will include:

- An overview of the regional freight transportation system and how the Harris County system interfaces with state, national, and international freight networks.
- Description of major freight facilities across multiple modes including multi-modal facilities. The description will also include an identification of freight related support facilities such as truck stops and barge fleeting areas.
- A supply chain analysis describing the major commodities, volumes and values that are transported to, from, and through the region, by mode. This will be based on FAF/Transearch data and other supplemental data sets.

Up to five supply chains, jointly selected by the project team and the steering committee, and deemed to be important to the county, will be explored in greater detail, including interviews with companies and organizations (up to 20 in total for this task) involved in those supply chains. These interviews are different from the ones discussed in the previous task and will be more specific to the freight moved through the select supply chain.

Supply chains will be mapped to help answer these questions:

- What are the overall supply chain strengths and weaknesses associated with Harris County?
- What supply chain bottlenecks or risk factors exist today, especially with respect to reliability and resiliency?
- How will forecasted freight growth impact existing supply chains? What current needs – modal connections, routings, etc. – will be intensified? What new needs will emerge? What types of improvements would be appropriate to meet those needs?

Bureau of Labor Statistics (BLS) data will also be analyzed to identify the occupational and wage statistics associated with transportation and administration workers in the wider nine county Houston-The Woodlands-Sugar Land region due to that being the smallest area identifiable in BLS statistics.

Task Deliverables:

- Draft and final report summarizing the findings including a process description for updating the freight profile in future years.

Task 5: Analysis of Existing Freight Mobility in Harris County

We will develop a data collection plan that identifies the primary sources of data that will support the tasks in this project.

The freight data to be reviewed include:

1. Previous studies such as:
 - The existing Harris County Truck Route Study
 - The H-GAC Regional Goods Movement Plan
 - The H-GAC Ports Area Mobility Study
 - The Texas Freight Mobility Plan
 - The Texas State Rail Plan
 - The City of Houston Truck Route Plan
 - The Houston-Beaumont Region Freight Rail Study
 - Other reports as necessary

Recommendations made in these studies, and the current state of implementation, will be documented and used as a baseline for recommendations made in this study.

2. Latest available version of the Freight Analysis Framework (FAF) and Transearch datasets, to identify the commodity flows to, from, and through the region and county. This information will be supplemented with other data sets such as USACE Waterborne Statistics, statistics from Port Houston, USA Trade data, Rail waybill data (where this is available) and BTS air cargo data supported by statistics from the Houston Airport System.
3. Publicly available datasets such as the H-GAC Regional Land Use Information System, and if necessary, commercial datasets such as Co-Star to locate truck activity centers in the County. We will identify where freight generating facilities in the region including manufacturing, industrial, distribution, freight terminals and major retail facilities are located.
4. Big Data sources such as INRIX or Streetlight Probe Data, to understand freight activity clusters and travel patterns combined with other public/private datasets and stakeholder input and desktop assessment.
5. Traffic counts containing vehicle classification information to identify where trucks are on the county's highway network. With input from various traffic count sources, including those from H-GAC, TxDOT, and StreetLight, where available, we will identify the truck volume by highway segment where truck information is available. This count information will also be supplemented by traffic count collection along critical corridors, to cover data gaps.
6. Crash data analysis with a focus on truck related crashes.

We will analyze the existing freight in the county and include an estimation of its impact to the local and regional economies. To do this, we will leverage the origin-destination information collected in this Task, as well as the type of commodities moved through the country's transportation network to determine the economic contribution (in terms of GDP and employment) that these movements generate across multiple geographies (for example, in the county, at the State level or nationwide).

Task Deliverables:

- Data collection plan
- ArcGIS files identifying:
 - Location of freight related infrastructure
 - Truck route volume map
- Freight economic impact analysis

Task Assumptions:

- HCTRA shall facilitate the procurement of Transearch and other similar datasets required to do the analysis from other regional agencies such as TxDOT, H-GAC, and Harris County.
- HDR Team will set aside budget for procurement of third-party datasets (eg. Costar, Inrix, or Streetlight Probe Data) to include as Other Direct Expenses (ODEs).

Task 6: Identification of Key Issues, Needs and Projects

We will identify key issues associated with freight movement, and their importance and relevance are determined by the position and viewpoint of HCTRA. We will identify up to six broad themes that represent the priorities and concerns that need further investigation by the project team. The broad themes could include:

- Infrastructure condition (Eg. pavement index, bridge conditions)
- Capacity of the roadway system (Eg. travel delays, travel time reliability)
- Community impacts from freight transportation (Eg. noise, emissions, parking)
- Safety (Eg. crash rate, crash intensity, comparison with Vision Zero High Injury Network)
- Funding for freight (Eg. Projects on RTP/CIP)
- Planning for growth (Eg. Current and future land use patterns)

Once the broad themes are identified, we will then identify freight performance measures that are important to improve the freight system for the region. A metric gathering process that is specific to Harris County needs and is used to measure the County's performance and process towards its freight related goals and addressing its needs, including economic development goals will be developed. Performance metrics from previous studies listed in Task 5 will be reviewed and used as baseline metrics. This process will also aim to meet the required regional, state, and federal processes.

The performance metrics will be calculated for all Freeway/Expressway, and Major Thoroughfares within Harris County. These metrics will help inform feasibility studies and/or benefit-cost analyses that can help justify the investment in certain improvements. We will aim to align these performance metrics to the IIJA legislation to facilitate the identification of Federal funding sources for them.

Using the performance metrics, a list of corridors with key issues and needs will be developed along with a timeline describing how the key issues may impact the freight transportation system with the following time horizons, Short (1-5 years), mid (5-10 years) and long term (10+ years). Findings will then be presented back to the steering committee and HCTRA. Using the input from both parties, we will identify projects along key corridors on Expressways/Freeways and Major Thoroughfares of Harris County. Sample project recommendations include capacity improvements, safety improvements, technology implementation, grade separation, and intersection improvements. We will use standard unit costs to develop high-level planning costs for these projects. It is assumed that more details for each project such as the exact extents, final cross-section, environmental constraints, and other details will be determined during the schematic stage by the implementation agency.

A subset of this task will be to identify a project ranking methodology for projects listed within Regional Transportation Plan (RTP), County Capital Improvement Plan (CIP) and project recommendations from this study to be used by HCTRA and Harris County.

The methodology will consider the following:

- Who will use the project ranking methodology in the future?

- What other decision-making processes and procedures does the project ranking assessment need to interface with?
- What goals or needs is the ranking assessment seeking to improve?

Once the above questions have been answered, we will then structure a methodology to assist HCTRA and County to rank projects and compatibility with existing processes. It is expected that a multi-criteria analysis using both quantitative and qualitative metrics will be used. The metrics within the multi-criteria analysis will be jointly agreed with HCTRA and the HDR project team.

We will also develop a scoring process by goal to identify the performance of each potential project (e.g., scale of 10 points per goal). Weights may be established based on goal priorities, input from stakeholders or other processes. Scores can then be normalized depending on the number of measures per factor for consistency purposes and used to rank projects.

Another subset of this is a needs assessment associated with the freight transportation system within Harris County. Using stakeholder input, data, and research we will identify the key needs.

Task Deliverables:

- Performance metrics for all Freeway/Expressway, and Major Thoroughfares in a geodatabase
- Key corridors and project recommendations along with high level cost estimates and timeline in a geodatabase or ArcGIS Map package
- Project ranking methodology and prioritization of projects for RTP, County CIP and projects recommended from this study
- Draft and final memo describing the process.

Task Assumptions:

- The project recommendations made in this step will be at planning-level and will need further evaluation by implementing agencies to determine design, environmental and implementation considerations.
- The project cost estimates prepared will be construction costs based on unit costs
- Harris County Engineering will provide unit costs for ROW, utility relocation and drainage considerations to be included in cost estimates.

Task 7: Freight Plan Recommendations/Strategic Framework

In this task, we will identify any processes or policies to address the key issues and needs associated with Harris' County freight network. Non-infrastructure policies and strategies that seek to improve freight transportation within Harris County will be identified in terms of short-, medium- and long-term priorities. Policy recommendations could be related to freight parking / travel within neighborhoods, signage implementation, potential solutions to manage demand in denser areas, etc.

We will then develop a matrix identifying the relationship of the proposed projects, strategies, and policies with other planning efforts from organizations' such as City of Houston, Harris County Precincts, H-GAC and TxDOT, as well as grant opportunities from Federal and State sources. Part of this work will be to understand the interfaces of this project with other local, regional, and state plans and processes associated with freight movement to maximize the benefits arising from this study.

Task Deliverables:

A draft and final report including analysis, data, and recommendations from all the tasks will be prepared by the HDR Team and will be made available to HCTRA for review and feedback.

The Final Report will include:

- An Executive Summary providing evaluation results and study process.
- A full report incorporating major findings from the project.
- Stakeholder committee coordination summary.
- Ten printed copies of the full report and twenty copies of the executive summary.

Task 8: Public Outreach and Meetings (Optional)

Preliminary public outreach scope is provided in Task 3. If requested, a public engagement plan will be prepared to reach out to community for their feedback on freight related issues and the project recommendations. We will conduct up to eight (two in each precinct) additional project-specific hybrid meetings with an option to attend virtually or in-person. The final report and recommendations will be updated to reflect the public input received.

We will also provide a live interactive website and social media engagement tools to keep the public engaged and receive active participation throughout the project. We will monitor the activity on these platforms to adjust plans as required if adequate feedback is not received.

We will specifically target those neighborhoods who inadvertently experience more freight externalities. We will work with the economic development corporations, environmental and civic organizations to reach out to community members through churches, TIRZ and homeowners association and use innovative tools such as online surveys (mentimeter), bang the table platforms and live GIS Maps to collect feedback and share information about the project.

Task Deliverables:

- Project website and social media content/activity
- Multi-lingual meeting material including translation services
- Feedback summaries in memorandum format
- Public outreach summary report detailing public input received

APPENDIX B

Maximum Raw Salary Rates

1. Hourly billings shall be based on certified employee raw rates and shall not exceed the Maximum Raw Rate for their classification.

Engineer shall submit a copy of certified payroll for each employee working on the project with a monthly invoice within the first 3 months, and as needed thereafter to support billing rates on invoices.

2. The maximum Raw Salary Rates shown below are effective for the first year of the approved contract and are subject to an annual escalation rate of 4% effective on the contract anniversary date.

Maximum Raw Salary Rates

Job Classification	Maximum Raw Salary Rate
Project Management	
Principal / Director	\$ 130.00
Dep Project Manager / PM / Sr. PM	\$ 115.00
Project Engineer / Sr. Project Engineer / Jr PM	\$ 90.00
Engineering and Design	
Senior Engineer / Principal Engineer	\$ 105.00
Design Engineer / Engineer	\$ 75.00
Engineering Tech / Sr. Engineering Tech.	\$ 70.00
CADD Operator / Sr. CADD Operator / Traffic Modeler	\$ 60.00
Engineer in Training	\$ 50.00
Planning	
Principal Planner / Senior Specialist	\$ 90.00
Senior Planner	\$ 60.00
Junior Planner / Planning Analyst	\$ 45.00
Quality	
QA/QC Engineer / QA/QC Manager	\$ 110.00
Environmental Studies	
Senior Environmental Scientist / Environmental Scientist	\$ 65.00
Archeologist / Senior Archaeologist	\$ 65.00
Biologist / Senior Biologist	\$ 60.00
Architectural Historian / Senior Architectural Historian	\$ 60.00
Economist	
Principal Economist	\$ 125.00
Senior Economist	\$ 70.00
Junior Economist	\$ 50.00

Maximum Raw Salary Rates (Cont.)

Job Classification	Maximum Raw Salary Rate
Data Professional	
Data Analyst	\$ 80.00
GIS Specialist	\$ 65.00
Administration	
Admin / Clerk	\$ 50.00
Scheduling	
Scheduler / Senior Scheduler	\$ 80.00
Surveying	
RPLS Project Manager	\$ 85.00
Survey Technician	\$ 60.00
Three Man Survey Crew	\$ 240.00
Two Man Survey Crew	\$ 190.00

Maximum Reimbursable Expense	
Mileage (Per Mile)	IRS Approved Rate
Delivery (Each)	At Cost
Reproduction (Each)	At Cost

Notes:

- Other expenses, if any, may be reimbursed hereunder only when HCTRA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expenses in advance of it being incurred.

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

Name of MBE/WBE Certified Firm	CAS Group
Certified by:	City of Houston WBE
Address / City / State / Zip:	2219 Sawdust Rd, Suite 1603, The Woodlands, TX 77380
Name of Contact Person:	Jennifer Lindbom, AICP
Email address for Contact Person:	lindbom@casgroupll.com
Telephone number for Contact Person:	832-823-5009
Percent of Subcontract:	5
Description of services:	Support with steering committee and stakeholder coordination; freight profile development and existing freight conditions; key issues, needs and projects; freight plan recommendations and strategic framework.
6-digit NAICS code for work to be performed:	541330

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

Name of MBE/WBE Certified Firm	GRAM Traffic Counting, Inc.
Certified by:	Texas State HUB
Address / City / State / Zip:	3751 FM 1105, Bldg. A, Georgetown, TX 78626
Name of Contact Person:	Stacie Bittner
Email address for Contact Person:	Stacie@gramtraffic.com
Telephone number for Contact Person:	512-832-8650
Percent of Subcontract:	5
Description of services:	Traffic Data Collection
6-digit NAICS code for work to be performed:	541990

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

Name of MBE/WBE Certified Firm	Othon
Certified by:	State of Texas
Address / City / State / Zip:	575 N Dairy Ashford Rd, Suite 650, Houston, TX 77079
Name of Contact Person:	Charles A. Othon
Email address for Contact Person:	cothon@othon.com
Telephone number for Contact Person:	713-975-8555
Percent of Subcontract:	5
Description of services:	Support with steering committee and stakeholder coordination.
6-digit NAICS code for work to be performed:	541820 or 541330

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

Name of MBE/WBE Certified Firm	Transcend Engineers and Planners, LLC
Certified by:	State of Texas HUB
Address / City / State / Zip:	23410 Grand Reserve Dr, Suite 101, Houston, TX 77494
Name of Contact Person:	Sirisha Pillalamarri
Email address for Contact Person:	sirisha@transcendengineers.com
Telephone number for Contact Person:	832-992-1582
Percent of Subcontract:	5
Description of services:	Support with analysis of existing freight mobility and key issues, needs and projects.
6-digit NAICS code for work to be performed:	541330