

## 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 **Crouch Environmental Services, Inc. d/b/a Hollaway Environmental and Communications Services**, hereinafter called the "Engineer" or "Company".

### W I T N E S S E T H:

**WHEREAS**, the County proposes to hire the Engineer to provide environmental and communication services in support of the design of the Grand Parkway (SH 99) frontage road extension from Cumberland Ridge Drive to Schiel Road, 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 "CAPTRAC". The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use "CAPTRAC" to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.
- d. The Engineer will collaborate with the County's personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by the County on "CAPTRAC" at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:
  1. At all critical milestones;
  2. At established periodic intervals; and
  3. Following completion of the work as a final Project record, including applicable record drawings.

2. Scope of Services

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

### 3. Compensation and Payment

- a. The Engineer shall be entitled to payments based on hourly rates and reimbursement as set forth in this section, and the Engineer agrees that such payment will constitute full compensation for the performance of services under this Agreement. The County shall not be obligated to pay in excess of **\$130,000.00** and the Engineer shall not be obligated to perform further services hereunder once such sum has been earned, except to the extent that HCTRA has given prior written authorization to perform additional services and receive compensation therefore from funds in excess of such figure and within the maximum sum available under 3.c.
  - (1) The Engineer shall be entitled to payments based upon hourly billing for defined services and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, 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 services specified in this Agreement, 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 **\$160,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Harris County Auditor, as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

#### 4. Time of Performance

It is understood and agreed that the time for performance of the Engineer's services under this Agreement shall begin with receipt of the Notice to Proceed and end **700** calendar days from that date, except to the extent continued performance after that date is authorized in writing by the Executive Director of HCTRA or his designee. The Engineer is responsible for notifying HCTRA thirty days prior to the end of the contract.

#### 5. The County's Option to Terminate

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

to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

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

#### 6. Source of Fee Payments

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

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

7. Delays and Damages

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

8. Inspection of the Engineer's Books and Records

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

9. Personnel, Equipment, and Material

- a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of HCTRA, to perform the services when and as required and without delays. It is understood that HCTRA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for HCTRA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.
- b. All employees of the Engineer or a subcontractor of 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 a 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 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 Crouch Environmental Services, Inc. d/b/a Hollaway Environmental and Communications Services, 2500 Summer St., Suite 1130, Houston, Texas 77007, Attention: Ally Altomose, 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

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.

**APPROVED AS TO FORM:**

CHRISTIAN D. MENELEE  
County Attorney


HARRIS COUNTY

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

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date: \_\_\_\_\_

**CROUCH ENVIRONMENTAL SERVICES, INC. D/B/A  
HOLLOWAY ENVIRONMENTAL AND COMMUNICATIONS SERVICES**

By:   
A5BFF9CB47B1476...  
Name: Claire Garvin  
Title: COO  
Date: 4/15/2021

## **APPENDIX A**

### **SCOPE OF SERVICES**

**Crouch Environmental Services, Inc. d/b/a  
Hollaway Environmental and Communications Services**

#### **GENERAL**

The proposed project is located in the unincorporated community of Cypress in northwest Harris County. The limits of the proposed project are along State Highway (SH) 99 from Cumberland Ridge Drive to Schiel Road (Project). The Project includes the reconstruction and extension of SH 99 frontage roads between Cumberland Ridge Drive to Schiel Road.

#### **Task 1.0 – NEPA Documentation – CE (d13)**

Through coordination with TxDOT it was determined that National Environmental Policy Act (NEPA) documentation is required for the proposed Project. The proposed roadway design qualifies for a Categorical Exclusion (CE) (d13). Coordination with various federal and state resource and regulatory agencies will also be performed in conjunction with the CE.

Existing documents and reports will be a part of the NEPA documentation process in addition to further surveys and reports required. Information and data from the previously conducted reports and surveys will be included and used as supporting documentation for the CE. The Engineer will address comments and revisions from TxDOT on submitted reports, as needed for environmental clearance.

#### **Task 2.0 – Notice and Opportunity to Comment**

The Engineer will draft the TxDOT Notice and Opportunity to Comment template and distribute public notices for each community meeting in simple and easy-to-understand language describing the Project, associated roadways, total distance in miles, purpose, work plan, and district contact information. The Engineer will also provide copies of design schematics and the draft CE document for public review at a centrally-located public establishment, such as a Harris County representative's office or a community center.

Additionally, the Engineer will complete the following tasks:

- Develop a Project-specific stakeholder database including elected officials, property owners, residents, business owners, and associated community groups interested potentially impacted by the Project.
- Prepare a mailing list that includes elected officials, adjacent property owners, and others identified by the Client to be used for the notice.

- Prepare and mail letters to elected officials and adjacent property owners advising them of the public notice to be published. This will be accomplished in advance of the published notice.
- Publish notices in two local newspapers (the *Houston Chronicle* and *La Voz*) and obtain an affidavit of publication, in accordance with the State and FHWA requirements.
- Provide copies off all finalized noticing and planning documents to the Client.

Please note, if no requests are received from the public, no further public involvement services will be conducted.

### **Task 3.0 – Public Meeting Support**

To deliver a NEPA-compliant public scoping meeting, the Engineer will complete the following tasks:

- Prepare and maintain a mailing list of stakeholders and adjacent property owners throughout the Project study area.
- Prepare a public notice for review by the Client. Upon approval, this notice will be mailed to adjacent property owners and published in the *Houston Chronicle* and *La Voz* newspapers. The public notice will be published in the selected newspapers 30 days prior to the public meeting, and these publishing costs will be reimbursed to the Engineer.
- The Engineer will research potential meeting venues with recommended options for meeting locations to HCTRA and TxDOT. Once a decision has been reached, the Engineer will secure the facility, and fees for facility use, if any, will be reimbursed to the Engineer.
- The Engineer will coordinate logistics with the facility manager; equipment needs will be fulfilled; sign-in sheets or cards will be prepared; comment cards will be prepared; and nametags for the Project staff attending the meeting will be printed. Informational and direction signage will be provided.
- Conduct up to four coordination/pre-meetings with HCTRA and TxDOT prior to the public meeting.
- Prepare and print constraint maps at large scale for the meeting. The Project Team Member (PTMs) will prepare engineering displays for use at the public meeting.
- Prepare informational tabletop and tri-panel displays to display relevant Project information and alternative considerations. A maximum of seven display stations will be prepared by the Engineer.
- Provide assistance at the public meeting: providing a comment and collection box along with public meeting supplies; meeting flow; and setup and take down.
- Provide a staff registration table and provide staff members to assist the Client in responding to any environmental-related questions for the Project.
- Document the meeting with photographs.

- A NEPA-compliant public meeting summary report will be prepared describing the public comments, mailing list, sign-in sheets or cards, informational handout materials, and selected representative color photographs to document the meeting.

All printed and/or published materials as part of the Public Involvement portion of this proposal will be provided in both English and Spanish.

#### **Task 4.0 – Community Impacts Assessment**

Community Impacts includes land use, environmental justice, limited English proficiency, and other issues as addressed in TxDOT Environmental guidance.

Community Impact Assessments will be conducted including relocations and Environmental Justice analysis (in accordance with Executive Order 12898) and Limited English Proficiency analysis (in accordance with Executive Order 13166).

- Analyses will be compiled to meet requirements of TA 6640.8A. These analyses will conform to applicable current State and FHWA guidance.
- The Community Impact Assessment will follow guidance provided in State's Community Impacts Assessment Toolkit.

A Community Impacts Assessment (CIA) Technical Report Form will be prepared and the form will be completed, per the following sections:

- Community Profile.
- Potential Displacements.
- Access and Travel Patterns.
- Environmental Justice.
- Limited English Proficiency.
- The CIA will also include referenced figures, photograph log, and impact tables.

#### **Task 5.0 – Noise Analysis**

The Engineer will partner with an acoustic specialist to conduct a Noise Study according to current TxDOT standards. The Client and/or TxDOT will provide the existing and predicted (future) traffic data and existing and future roadway digital design files in state plane coordinate systems.

The study will provide the following noise analysis services in support of the CE:

- Perform a traffic noise analysis in accordance with the current version of the state's "Guidelines for Analysis and Abatement of Roadway Traffic Noise." Noise analyses shall be performed for all alternatives.
- Conduct one (1) site visit to identify adjacent land use, verify the Subject Property's topography, and photograph representative receivers within adjacent neighborhoods and communities.

- The latest Traffic Noise Model (TNM) software program will be utilized to determine both existing and predicted (future) noise levels for representative receivers.
- Noise analysis will identify impacted receivers in accordance with the absolute and relative impact criteria as established in TxDOT's guidance documents.
- Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria, if needed. Propose noise abatement measures that are both feasible and reasonable.
- Develop and provide text to use in the noise section of the CE.
- Determine predicted (future) noise impact contours for transportation activities in adjacent undeveloped property where residential or commercial development is likely to occur in the near future.

### **Task 5.1 – Noise Workshop**

The Engineer will work with the Project Team Member (PTM) to gather information and data from the previously conducted noise analysis in accordance with the current version of the state's Federal Highway Administration (FHWA) approved "Guideline for Analysis and Abatement of Roadway Traffic Noise." A noise workshop is required to inform the affected property owners of the findings of the noise report, to solicit comments regarding noise barriers, and to allow the affected property owners an opportunity to vote to determine if the noise barriers will be constructed. The Engineer will attend up to one (1) "Pre-Meeting" to discuss noise workshop logistics, noise study results, and presentation preferences.

#### **Task 5.1.1 - Preparation**

- The Engineer will prepare a mailing list of the affected property owners, prepare a mail merged notice to mail to the affected property owners, and prepare a survey questionnaire.
- The Engineer will assist in the review of the presentation and provide comments and updates to the noise workshop virtual presentation.
- The Engineer will meet with the presenter of the PowerPoint presentation to review and update the presentation as needed prior to the noise workshop.

#### **Task 5.1.2 - Noise Workshop Summary Report**

The Engineer will provide up to two (2) staff to plan and conduct the noise workshop. The Engineer will provide printed handouts, sign-in sheets, questionnaires, etc. The Engineer will work with the facility to set up the room to accommodate attendees and staff.

To support the development of the Noise Workshop Summary Report, The Engineer will assess the completed survey questionnaire(s) and prepare a letter informing the affected property owners of the survey outcome.



The noise workshop will be conducted at a TxDOT-approved public facility. The Engineer will also be provided with appropriate color swatches and design options for display at the noise workshop.

### **Task 6.0 – Meetings and Project Management**

The Engineer will be available to attend monthly meetings and provide monthly Project status updates for the duration of the Project. The Engineer will coordinate with the client and the program managers as needed. Based on information provided, the Engineer is Scoping this task for eight months of meetings and Project management. The Engineer will coordinate with subject matter experts for technical documents required to complete the NEPA analysis. The Engineer will update documents and upload them on Environmental Compliance Oversight System (ECOS) to facilitate and coordinate reviews with TxDOT staff in the Houston District and Austin.

### **Task 7.0 – Virtual and In-Person Public Hearing**

The Engineer will prepare for and execute both an in-person and a virtual public hearing with the following deliverables and tasks:

- Prepare and maintain a mailing list of stakeholders and adjacent property owners throughout the Project area.
- Prepare a public hearing notice for review by the Client. Upon approval, this notice will be mailed to adjacent property owners and published in two local newspapers. The public notice will be published in the selected newspapers at least 15 days prior to the public meeting, and these publishing costs will be reimbursed to the Engineer.
- The Engineer will research potential hearing venues with recommended options for hearing locations to HCTRA and TxDOT. Once a decision has been reached, the Engineer will secure the facility, and fees for facility use, if any, will be reimbursed to the Engineer.
- The Engineer will coordinate logistics with the facility manager; equipment needs will be fulfilled; sign-in sheets or cards will be prepared; comment cards will be prepared; and nametags for the Project staff attending the hearing will be printed. Informational and direction signage will be provided.
- Conduct up to four coordination/pre-meetings with HCTRA and TxDOT prior to the public meeting.
- The PTMs will prepare engineering displays for use at the public hearing.
- Prepare informational tabletop and/or exhibit board displays to display relevant Project information and alternative considerations. A maximum of seven display stations will be prepared by the Engineer.
- Provide assistance at the public hearing: providing a comment and collection box along with public meeting supplies; meeting flow; and setup and take down.
- Provide a staff registration table and provide staff members to assist the Client in responding to any environmental-related questions for the Project.

- Prepare a pre-recorded video presentation in PowerPoint using project information from the public hearing.
- Develop a script for the pre-recorded video presentation; put into review and update as needed for finalization.
- A NEPA-compliant public hearing summary report will be prepared describing the public comments, mailing list, sign-in sheets or cards, informational handout materials, and selected representative color photographs to document the hearing.

All printed and/or published materials as part of the Public Involvement portion of this proposal will be provided in both English and Spanish.

## APPENDIX B

### MAXIMUM RAW SALARY RATES

**Crouch Environmental Services, Inc. d/b/a  
Hollaway Environmental and Communications Services**

<b>JOB CLASSIFICATION</b>	<b>MAXIMUM RAW SALARY RATE</b>
Principal	\$75.00
Project Director	\$60.00
Senior Project Manager	\$54.00
Senior Environmental Scientist	\$44.00
Environmental Scientist	\$39.00
Associate Environmental Scientist	\$34.00
Senior Communications Specialist	\$44.00
Communications Specialist	\$39.00
Associate Public Communications Specialist	\$34.00
GIS Specialist	\$39.00
Administrative Assistant	\$22.00

**Note: Maximum Raw Salary Rates shown above are effective for the first year of the approved contract and are subject to an annual escalation rate of 4% effective on the contract anniversary date.**

### Maximum Reimbursable Expenses

<b>REIMBURSABLES</b>	<b>UNIT</b>	<b>MAXIMUM RATE</b>
Mileage	per mile	Current IRS Rate
Parking/Tolls	per day	At Cost
Deliveries	each	At Cost
Postage	each	At Cost
Color Plots on Bond /Prints/Copies	per sq. foot	At Cost
Copies, B/W 8 ½" X 11"	each	At Cost
Copies, Color 8 ½" X 11"	each	At Cost
Copies, B/W "11x17"	each	At Cost
Copies, Color "11x17"	each	At Cost
Published Notice (Houston Chronicle)	each	At Cost
Published Notice (Community paper)	each	At Cost
Public Meeting Security	per day	At Cost
GPS Rental	per day	At Cost
Historic Topo Maps	each	At Cost
Historic Aerial Photography	each	At Cost
Drone Footage	per day	At Cost
Environmental Database Report	each	At Cost

**ORDER OF COMMISSIONERS COURT**  
**Authorizing an Agreement with Crouch Environmental Services, Inc. d/b/a**  
**Hollaway Environmental and Communications Services**

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 CROUCH ENVIRONMENTAL SERVICES, INC. d/b/a HOLLAWAY ENVIRONMENTAL AND COMMUNICATIONS SERVICES TO PROVIDE ENVIRONMENTAL AND COMMUNICATION SERVICES IN SUPPORT OF THE DESIGN OF THE GRAND PARKWAY (SH 99) FRONTAGE ROAD EXTENSION FROM CUMBERLAND RIDGE DRIVE TO SCHIEL ROAD**

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

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

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

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement in an amount not to exceed \$160,000.00 with Crouch Environmental Services, Inc. d/b/a Hollaway Environmental and Communications Services to provide environmental and communication services in support of the design of the Grand Parkway (SH 99) frontage road extension from Cumberland Ridge Drive to Schiel Road. 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.