

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT "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 **Halff Associates, Inc.**, 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 tolling and inspection professional engineering services "Services" 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 such 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 the 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 perform the Services with the professional skill and care ordinarily provided by competent Contractor practicing under the same or similar circumstances and professional license; and in accordance with generally accepted professional standards and use the degree of care and skill reasonably necessary to ensure compliance with 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 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 with regards to the Project are defined in Appendix A ("Scope of Services") consisting of 6 pages.

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 **\$900,000.00** 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 **\$1,000,000.00** 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 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 **600** 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 the Services 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 applicable 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 IN PROPORTION TO ENGINEER'S LIABILITY, DEMANDS, REIMBURSEMENT OF REASONABLE ATTORNEY'S 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, 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.

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 Commissioners Court, 1001 Preston, 9th Floor, Houston, Texas 77002, Attention: Clerk of Commissioners Court, with a copy forwarded 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 Halff Associates, Inc., 14800 St. Mary's Lane, Suite 160, Houston, Texas 77079, Attention: Michael Barbier, P.E 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 known 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

DocuSigned by:
By: Marcy Linebarger
08/01/2021 10:58:41 AM
Name: Marcy Linebarger
Assistant County Attorney

By: _____
LINA HIDALGO
County Judge

Date: _____

HALFF ASSOCIATES, INC.

DocuSigned by:
By: Michael Barbier
22/06/2021 10:02:01 AM
Name: Michael Barbier
Title: Vice President
Date: 5/25/2021

APPENDIX A

SCOPE OF SERVICES

For

Toll Engineering and Inspection Services

GENERAL DESCRIPTION

The project is located in Harris County, all precincts, and is a system-wide project to support improvements to the Toll Collection and Intelligent Transportation System (ITS) (called “Project”).

Half & Associates, Inc. (“Engineer”) shall provide Program Management and Engineering Services to the Harris County Toll Road Authority (HCTRA) for the Toll Collection and Intelligent Transportation Systems. Work to be performed include a broad range of professional services necessary to develop and recommend toll improvements that can be implemented on the existing and proposed toll road system. These services include contract management, schedule management, planning, design, inspection, construction phase services, and maintenance as defined below, and will be utilized as part of this contract when and to the extent as directed by HCTRA:

SERVICES TO BE PROVIDED BY HCTRA

HCTRA shall be the prime point of contact for the Engineer. In general, engineering design and procedures will follow the usual design practices of HCTRA.

HCTRA shall provide the following items, if available, to the Engineer:

- A. Copies of as-built or existing plans to include toll facilities, ITS, roadway, utilities, facilities, etc.
- B. Contact information for each HCTRA staff and other project consultants, as applicable.
- C. Latest version of HCTRA Project Specifications.
- D. The latest version of electronic MicroStation V8i and/or AutoCAD files for each of the above-mentioned infrastructure plans, including topographic mapping, geotechnical borehole profiles, site drainage, cross sections, ITS devices, and utilities.
- E. All available survey information including survey control information, mapping, point files, and field notes.
- F. All available geotechnical information and reports.

G. Historical traffic information, including traffic counts and accident reports.

GENERAL REQUIREMENTS

A. Design Criteria

The Engineer shall also prepare all work in accordance with the latest version of applicable HCTRA and/or TxDOT procedures, specifications, manuals, guidelines, standard drawings, standard specifications, or previously approved special provisions and special specifications to include *HCTRA Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, May 2017 including May 2019 Updates, the Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014*, and other TxDOT approved manuals. When design criteria are not identified in TxDOT's manuals, the Engineer shall notify HCTRA and refer to the *American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, Latest Edition*.

I. DATA COLLECTION

1. The Engineer shall obtain available data from HCTRA and review the data needed to support the various tasks to be undertaken under this Program. The Engineer shall coordinate with HCTRA for additional information not provided but necessary to complete the task(s).
2. The Engineer shall perform thorough field reconnaissance of the Project site, noting existing conditions and special design considerations. The Engineer shall photograph the Project site at all points of interest to aid in project planning, design, and during inspections. The Engineer shall make these photos available to HCTRA.

II. PROGRAM MANAGEMENT AND ENGINEERING SERVICES FOR THE TOLL COLLECTION AND INTELLIGENT TRANSPORTATION SYSTEM

- A. Assist and advise HCTRA in matters of engineering policy in administration, planning, and design of the Toll Collection System.
- B. Assist and advise HCTRA, including attendance at meetings as requested, for the dissemination of information. Assist in coordinating meeting dates, location, and attendees.
- C. Provide HCTRA with contract management support for the project.
- D. Advise HCTRA of schedule delays and conflicts, and advise HCTRA on how to resolve any scheduling issues.
- E. Assist HCTRA with the following tasks: contract management support, construction management, field inspections, materials research, and maintenance requests. Assist

- HCTRA in defining problems and providing solutions for identified maintenance issues on toll facilities. Prepare exhibits, cost estimates, and gather data as requested by HCTRA. Maintain and process all the diaries, submittals, Requests for Information (RFIs), and invoices (contractors and laboratory).
- F. Provide field maintenance support and oversight on tolling system and equipment.
 - G. Assist HCTRA in conducting agency coordination and support services for operations, design, and construction projects.
 - H. Provide coordination and oversight services of toll operations including system integrators, contractors and other agencies during project development, implementation, and construction which will include interoperability with other toll authorities, communications planning, and design of toll collection systems.
 - I. Assist in coordinating improvements by providing services such as preparing program documents, attending meetings, and preparing exhibits as part of HCTRA's implementation of a system wide toll collection system.
 - J. Review schematics, preliminary design submittals, final design submittals, studies, reports and other documents and plans related to the Toll Collection and Intelligent Transportation System.
 - K. Provide engineering assistance, advice, review, coordination, and liaison work to HCTRA, other engineers, interested public or private entities, local governments and other consultants engaged with HCTRA in the planning, design and construction of the project.
 - L. Analyze the toll collection system and identify improvements to enhance the operational efficiency of the facility.
 - M. Review the design work of engineers or vendors, ascertain general compliance with established design criteria, and recommend approval for designs, plans and specifications to HCTRA.
 - N. Perform design work on the toll facility as needed when requested by HCTRA as it relates to the toll collection system and the Intelligent Transportation System.
 - O. Develop Plans, Specifications, and Estimates (PS&E) for projects or portions of projects in order to meet HCTRA's construction letting needs.
 - P. Conduct audits and support testing, as requested, for procedural and system compliance and present the results of the audit to HCTRA with recommendations, if pertinent.
 - Q. Attend meetings; provide advice and consultation on a broad range of tolling and Intelligent Transportation Systems (ITS) issues. Issues may include, but are not

limited to, toll operations, toll facilities and maintenance, information technology (toll collection infrastructure), ITS, customer service (violation enforcement) and finance (audit) such as:

1. Vehicle classification/axle count system
 2. Mainline and ramp toll plaza configurations for toll collection systems
 3. Tollway operations
 4. Managed Lanes and HOV operations
 5. Toll system integrator/equipment integration support
 6. Service center operations
 7. Back office system and financial audits
 8. Reporting
 9. KPI development/monitoring
 10. System transition planning, execution and monitoring
- R. Analyze, evaluate, and provide recommendations for the toll collection system using the following general process:
1. Collect relevant and available data from HCTRA and other agencies to obtain information necessary to understand, assess and analyze toll system issues and/or concerns.
 2. Identify and document issues and concerns through review of data collected and discussions with HCTRA and other agency staff.
 3. Supplement data collected with research from other toll agencies and/or toll system vendors to allow issues and concerns to be analyzed and recommendations developed considering toll industry common practices.
 4. Analyze data collection and compare to industry standards to develop initial recommendations to issues and concerns.
 5. Document recommendations in a letter report (in executive summary format), if requested, with supporting information such as data collected, issues and concerns identified, best practices researched, and analyses performed attached in appendices as supporting information.
 6. Conduct meeting with HCTRA toll operations, toll facilities and maintenance, information technology (toll collection infrastructure), customer service (violation

enforcement) and finance (audit), as appropriate, to present draft letter report with initial recommendations to solicit and receive feedback and comment.

- S. Manage the development of layouts of new and existing toll plazas in compliance with approved toll collection methods.
- T. Develop toll equipment standards and guidelines for the design of toll gantry structures and all tolling elements.
- U. Review conceptual renderings and evaluate potential structural and tolling elements for compliance with the toll collection system.
- V. Provide management of others to complete the implementation of the toll collection system.
- W. Provide the requested support to HCTRA for integrating the toll collection system and ITS system.
- X. Review and submit to HCTRA a cash flow statement to coincide with the progress schedule.
- Y. QA/QC
 - 1. Assist HCTRA in developing system-wide QA/QC procedures to include, but not limited to, submittal milestones, submittal packages, standard review process, and QA/QC forms.
 - 2. Establish system-wide process and procedures for managing the projects. Prepare Project Procedures to include, but not limited to, submittal procedures, QA/QC procedures, document management practices, design and CADD manual development, construction management and inspection guidelines and requirements, and scheduling services.

- Z. Field verify utility adjustments to ensure that the new facilities are located according to plans, specifications, and the proposed utility layout. Verify that the utility adjustment is in compliance with the Texas Manual of Uniform Traffic Control Devices, Storm Water Pollution Prevention Plan, backfill specifications, and restoration of right-of-way upon completion of work.
- AA. Assist HCTRA with the planning, development, and procurement of projects, vendors, or consultants by developing Request for Proposal, Request for Qualifications, or bidding/proposal packages ancillary to toll collection system. Provide support as requested during the procurement and evaluation phases.
- BB. Assess toll policies and business rules, review and evaluate toll collection system and develop recommendations for toll improvements.
- CC. Prepare and maintain a system-wide traffic assessment of the current conditions and evaluate proposed improvements. Provide traffic engineering services and alternative analysis for proposed improvements to the existing system as directed by HCTRA, as it relates to the toll collection system.
- DD. Assist HCTRA to develop a document management control system for the design related documents.
- EE. Prepare a policy and procedures manual for incoming and outgoing documentation detailing how documents are to be handled. The document management control system shall include electronic filing of design related information.
- FF. Maintain an ftp site such as CAPTRAC, SharePoint etc for storage and communication of information.
- GG. Support the HCTRA communications department, as needed, to implement the toll collection system.

APPENDIX B

MAXIMUM RAW SALARY RATES

JOB CLASSIFICATION	Maximum Raw Salary Rate	
Principal Engineer	\$105.00	
Project Manager	\$95.00	
Senior Engineer	\$80.00	
Project Engineer	\$60.00	
Graduate Engineer (EIT)	\$45.00	
Registered Professional Land Surveyor	\$80.00	
3 Person Survey Crew	\$240.00	
Senior CADD Technician	\$58.00	
CADD Technician	\$43.00	
Senior GIS Technician	\$60.00	
GIS Technician	\$44.00	
Resident Engineer (RE)	\$80.00	
Construction Observer	\$55.00	
Two-Man Designating Crew	\$220.00	
Vacuum Excavation Truck with 2 Technicians	\$310.00	
Record Keeper	\$45.00	
Administrative Assistant	\$36.00	
Clerical	\$30.00	
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. Loaded labor rates are to be based on 3.00 multiplier x raw labor rate (up to maximum).		
Maximum Reimbursable Expense		
Mileage	Per mile	IRS Approved Rate
Car Rental	Each	At cost
Airfare	Each	At cost
Lodging	Each	At cost
Copies (Up to 11" x 17")	Each	\$0.20
Rental Car Fuel	Per Gallon	At cost
Permits	Each	At cost

ORDER OF COMMISSIONERS COURT
Authorizing an Agreement with Halff Associates, 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 HALFF ASSOCIATES, INC.
TO PERFORM TOLLING ENGINEERING AND INSPECTION SERVICES

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

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 **\$1,000,000.00** with Halff Associates, Inc. to provide tolling engineering and inspection services. 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.