

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- (  ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby this reference.
- ( ) Other – Grant Funds Available.

*[Handwritten Signature]*  
\_\_\_\_\_  
Lena M. Brown

Date 10-13, 2020

City Controller of the City of Houston, Texas

*SCC*  
*[Handwritten initials]*

FUND REF: 4042-3000 <sup>530100</sup> <sup>333730</sup> AMOUNT: \$6,081,761.70 ENCUMB. NO.: PO42-9616  
OA46-16373 FR3-0577  
FMBB 3-28294  
 City of Houston, Texas Ordinance No. 2020-907

AN ORDINANCE APPROPRIATING THE SUM OF \$6,081,761.70 OUT OF THE DEDICATED DRAINAGE AND STREET RENEWAL CAPITAL FUND – DRAINAGE CHARGE; APPROVING AND AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF HOUSTON AND HALFF ASSOCIATES, INC. FOR PROFESSIONAL SERVICES AND TECHNICAL SUPPORT FOR PAVING AND DRAINAGE PROJECTS; PROVIDING FUNDING FOR CIP COST RECOVERY FINANCED BY THE DEDICATED DRAINAGE AND STREET RENEWAL CAPITAL FUND – DRAINAGE CHARGE; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. The City Council hereby appropriates the sum or sums of money set out in the title of this Ordinance, out of the respective fund or funds set out in such title as follows: the sum of \$5,792,154.00 is appropriated for contract services related to the project described in the title, and the sum of \$289,607.70 is appropriated for CIP COST RECOVERY relating to construction of facilities financed by the fund described in such title.

Section 2. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 21st day of October, 2020

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor of the City of Houston, Texas.

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 27 2020.

At J. H. Harniel  
\_\_\_\_\_  
City Secretary

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: OCT 27 2020


(Prepared by Legal Dept. Awed [Signature])  
(ARC/sjl 09/16/2020) Assistant City Attorney  
(Requested by Carol Ellinger Haddock, P.E., Director, Houston Public Works)  
(L.D. File No. 066200024001)

**CERTIFICATE OF CITY CONTROLLER**

I, Chris B. Brown, Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, Texas, with respect to the sum of **\$6,081,761.70** required for the project referenced in the title of this ordinance, do hereby certify as follows:

**DEDICATED DRAINAGE AND STREET RENEWAL CAPITAL FUND-DRAINAGE CHARGE (DDSRF CAPITAL FUND 4042)\***

General Obligation Commercial paper Series K, Ordinance No. 2011-1088, is available as an “initial” funding source for the project referenced above in the amount of **\$6,081,761.70**.

  
City Controller *Jenard Polk*

\*Footnote Fund 4042: The department has responsibility to ensure that cash in Dedicated Drainage and Street Renewal Fund Drainage Charge (Fund 2310) is sufficient to fund 4042 when bills are presented for payment.

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**CITY OF HOUSTON  
AND  
HALFF ASSOCIATES, INC.**

**WORK ORDER  
PROFESSIONAL ENGINEERING SERVICES  
FOR DESIGN OF  
PAVING AND DRAINAGE PROJECTS**

**WBS NO. M-430220-0040-3**

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**EXHIBITS**

- "A" ADDITIONAL TERMS
    - "A-1" SCOPE OF WORK
  - "B" PROJECT SCHEDULE (N/A)
  - "C" MAXIMUM RAW SALARIES
  - "D" FORM OF CERTIFICATE OF INSURANCE
  - "E" DRUG POLICY COMPLIANCE AGREEMENT
  - "F" DRUG POLICY COMPLIANCE DECLARATION
  - "G" ENGINEER'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT
  - "H" SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHTS
  - "I" FORM POP 2 - CERTIFICATION OF AGREEMENT TO COMPLY WITH PAY OR PLAY PROGRAM
  - "J" CERTIFICATION OF AGREEMENT TO COMPLY WITH STANDARD DOT TITLE VI ASSURANCES
- APPENDIX A LANGUAGE

**CONTRACT**  
**FOR**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR**  
**PAVING AND DRAINAGE PROJECTS**  
**WBS NO. M-430220-0040-3**

**THE STATE OF TEXAS**  
**COUNTY OF HARRIS**

§  
§  
§

**THIS CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES** ("Contract") is made on the date countersigned by the City Controller, by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, and **HALFF ASSOCIATES, INC.** (the "Engineer"), acting by and through its duly authorized officer. The initial addresses of the parties, which one party may change by giving notice to the respective other party, are as follows:

**City**

Director  
Houston Public Works  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251

**Engineer**

Anthony Sartori, P.E., Vice President  
**HALFF ASSOCIATES, INC.**  
1201 North Bowser Road  
Houston, TX 75081

**RECITALS:**

**WHEREAS**, the City desires to obtain professional engineering services in connection with the planning and/or design of the Project hereinafter described; and

**WHEREAS**, the Engineer desires to provide such services in exchange for the fees hereinafter specified;

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:



**ARTICLE 1**  
**GENERAL**

- 1.1 **Definitions:** The following Definitions are used throughout this Contract, including Exhibit "A". See Exhibit "A" for any additional Definitions applicable to this Contract.
- 1.1.1 **Additional Services:** Services completed by Engineer in support of the Project that are not part of Basic Services, but are included in Article 2 of this Contract and as further described in Exhibit "A", Exhibit "A-1", and the Notice(s) to Proceed.
- 1.1.2 **Basic Services:** Services completed by Engineer in support of the Project, included in Article 2 of this Contract and as further described in Exhibit "A", Exhibit "A-1", and the Notice(s) to Proceed.
- 1.1.3 **City:** As defined in the preamble of this Contract, including its successors and assigns.
- 1.1.4 **City Design Manual:** "City of Houston Infrastructure Design Manual" in effect at the time of execution of this Contract, a current version of which can be found on the internet at the following URL:  
<https://edocs.publicworks.houstontx.gov/engineering-and-construction/design-manuals.html>
- 1.1.5 **City Personnel:** All City employees, but not elected officials.
- 1.1.6 **Construction Documents:** All of the graphic and written information prepared or assembled by Engineer for communicating the design and for administering the bidding and construction of the Project.
- 1.1.7 **Construction Package:** The services and deliverables that make up a whole or a part of the Project, as further described in this Contract.
- 1.1.8 **Consultant (also "Subcontractor"):** The professional Consultant or other professional entity subcontracted by Engineer to provide a portion of engineering services required under the City-Engineer Contract.
- 1.1.9 **Consultant Markup:** A markup factor of 10%, which Engineer may apply only to Consultant subcontract invoices for Additional Services performed by the Consultant. Such markup shall include the non-professional services related to the Consultant's subcontract including all administrative costs, accounting costs, all contract administration, processing of invoices, monitoring of Consultant's work for compliance including project schedules, quality control, general administrative communication and coordination. Engineer shall not apply any Consultant Markup to Basic Services performed by Consultant or any services by Engineer.

- 1.1.10 **Consultant Subcontract Cost:** The ordinary and reasonable cost of Consultant subcontracts made by Engineer and approved by the Director for the principal purpose of obtaining the professional services of others in connection with the performance of any service under this Contract.
- 1.1.11 **Cooperative Development Agreement:** A contract between the City and a Developer in which the City and Developer share the cost of construction and other eligible costs.
- 1.1.12 **Developer:** The owner or agent of the owner development lots or tracts of property for further sale, lease, development, or redevelopment for residential, commercial, or industrial use.
- 1.1.13 **Director:** The Director of the Department of Houston Public Works, or such other person designated from time to time by the Director by notice to Engineer to administer this Contract on behalf of the City.
- 1.1.14 **Documents:** The reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, the original transparencies of all drawings, Construction Documents, computer programs including source and object codes, and other work products obtained by or prepared by Engineer as part of its services under this Contract. The Director shall specify the medium and format in which Engineer shall provide such documents.
- 1.1.15 **Engineer:** As defined in the preamble of this Contract, including its successors and assigns.
- 1.1.16 **Geographic Information System (GIS):** A system designed to capture, store, manipulate, analyze, manage, and present all types of geographical information.
- 1.1.17 **Negotiated Lump Sum:** An amount consistent with the terms of this Contract that City shall pay Engineer for the completed performance of services, not to exceed the estimated total of the following:
- 1.1.17.1 Raw Salary times Raw Salary Multiplier for services performed directly by Engineer and Engineer's employees, plus
  - 1.1.17.2 Reimbursable Expenses, plus
  - 1.1.17.3 Consultant Subcontract Costs plus Engineer's Consultant Markup, plus
  - 1.1.17.4 Reasonable fees paid to contract personnel and personnel employed through employment agencies plus Engineer's Consultant Markup.
- 1.1.18 **Notice to Proceed:** A written communication from the Director that authorizes Engineer to begin performance of work. Multiple Notices to Proceed should be anticipated for contracts that include multiple projects/subprojects. A Notice to Proceed will contain the following:
- 1.1.18.1 A declaration that the City has allocated adequate funds for that phase or service;
  - 1.1.18.2 The Negotiated Lump Sum for all work described in the Notice to Proceed;
  - 1.1.18.3 A work description for each service Engineer, Consultants, or suppliers will perform under the Notice to Proceed;

- 1.1.18.3 A work description for each service Engineer, Consultants, or suppliers will perform under the Notice to Proceed;
- 1.1.18.4 The maximum cost and portion of the Negotiated Lump Sum associated with each work description;
- 1.1.18.5 Whether the work description represents a Basic or Additional Service;
- 1.1.18.6 The phase of the Project to which the work is attributable; and
- 1.1.18.7 Acceptance of the preceding Phase, when applicable.

1.1.19 **Project:** As identified in the title of this Contract.

1.1.20 **Project Schedule:** The schedule of project activities and events, showing initiation point, duration, and ending points using the form attached as Exhibit "B". The schedule will indicate time to be allowed for reviews by the City staff. The Project Schedule shall be drafted by Engineer in consultation with the Director, approved by the Director, and updated monthly at the time of invoice submittal.

1.1.21 **Raw Salary:** The actual cost of salary (annual base salary (excluding bonuses) divided by 2080) of an employee of Engineer for each hour during which such employee is actively performing services of benefit to the City and directly related to the Project. Maximum Raw Salary rates by employee category for the duration of the Contract are shown on Exhibit "C" attached hereto and, by reference, incorporated. The Raw Salary rates of Consultant shall not exceed the Raw Salary rates of Engineer without reasonable justification and prior written approval from the Director.

1.1.22 **Raw Salary Multiplier:** The Raw Salary Multiplier (when applied to Raw Salary) is 3.0 and includes all payment due Engineer for Raw Salary, salary burdens, benefits, insurance, overtime premium, payroll taxes, bonuses, overhead profit and clerical and management support, vacations, holidays and non-productive time of all kinds. The categories of service for which Raw Salary are payable are set out in Exhibit "C". All other categories of service are treated as overhead and are a part of the Raw Salary Multiplier. Payments to contract personnel and personnel employed through employment agencies are not subject to enhancement by the Raw Salary Multiplier.

1.1.23 **Reimbursable Expenses:** Reimbursable Expenses are limited to the following: (1) the ordinary and reasonable cost of copying, printing, postage, delivery services, long distance telephone calls and any additional expenses listed in Exhibit "A" incurred by the Engineer in the course of his performance of services under this Contract, including any sales tax Engineer is legally required to pay for Reimbursable Expenses; and (2) the ordinary and reasonable costs of travel including meals and lodging to and from points outside of Houston by representatives of the Engineer, not-to-exceed the amounts established under the City's then current travel reimbursement policy for its employees, if such travel is reasonably necessary to accomplish a task and authorized by the Director.

- 1.1.24 **Subcontractor (also "Consultant"):** The professional Consultant or other professional entity subcontracted by Engineer to provide a portion of engineering services required under the City-Engineer Contract.
- 1.1.25 **Supplemental Notice to Proceed:** A Notice to Proceed amending a preceding Notice to Proceed, which must be issued before services commence, containing the elements required for the original Notice to Proceed and the following:
- 1.1.25.1 A description of the changes in the scope or quality of work between the Supplemental Notice to Proceed and the preceding Notice to Proceed;
  - 1.1.25.2 Acceptance for work completed under the previous Notice to Proceed, when applicable;
  - 1.1.25.3 The percentage difference between the original Notice to Proceed for that Phase and all subsequent Supplemental Notices to Proceed; and
  - 1.1.25.4 The incremental cost of the services in the Supplemental Notice to Proceed.
- 1.1.26 **Work:** The entire construction required to be provided by the Construction Documents. The Work may constitute the whole or a part of the Project and may be one or more Construction Packages.

## 1.2 **Review of Existing Information**

- 1.2.1 Existing utility information, existing record drawings of previous projects, and existing survey information are readily available to the Engineer and the public. The Director shall provide access to such information. It is the responsibility of the Engineer to physically gather this information from available sources.
- 1.2.2 The Engineer shall review applicable existing information and develop independent recommendations based on the information.

## **ARTICLE 2** **DUTIES OF ENGINEER**

- 2.1 **Services in General:** Engineer agrees to provide prompt and efficient professional services in relation to the design and management of the Project for the fees hereinafter specified. Engineer shall perform its work in accordance with the professional skill and care ordinarily provided by competent engineers, practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinarily professional skill and care of a competent engineer.
- 2.1.1 Engineer also agrees to perform such specific tasks as are set forth in Exhibit "A-1", when directed to do so by a Notice to Proceed, which is attached hereto and made a part hereof for all purposes. In the event of an inconsistency between these terms and conditions and the terms of Exhibit "A-1", the terms of Exhibit "A-1" shall control.
- 2.1.2 The Basic Services in this Contract are divided into three distinct phases:
- 2.1.2.1 Phase I - Preliminary Design;

- 2.1.2.2 Phase II - Final Design; and
- 2.1.2.3 Phase III - Construction Phase Services.
- 2.1.3 Preliminary and Final Designs shall conform to the latest City Design Manual as well as other design criteria that may be provided for this Contract by the Director.
- 2.1.4 The City may use a construction project manager as well as City personnel to review portions of the design; however, Engineer acknowledges that while others may suggest design ideas and components of the Project, such suggestions do not relieve Engineer of its professional responsibility to the City for complete design of the Project.
- 2.1.5 Engineer shall make periodic verbal or written reports and recommendations to the Director with respect to conditions, transactions, situations or circumstances encountered by Engineer relating to the services to be performed under this Contract and shall attend meetings determined to be necessary by the Director.
- 2.1.6 The Engineer shall reference the City's Project Title and City's Project WBS Numbers on all correspondence and submittals.
- 2.1.7 The Engineer shall manage the efforts of the Project team members and Consultants, assign manpower, delegate responsibilities, review work progress, monitor conformance to the scope regarding the budget and schedule, and otherwise direct the progress of the work.
- 2.1.8 Periodic meetings shall be held to review the progress of the engineering effort or to address other issues which may arise. The Director shall initiate meetings that include the Engineer and his Consultants, and if necessary, the Director and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to the City within two business days after each meeting.
- 2.1.9 The Engineer shall notify the Director immediately of any deviation from the Scope of Services and/or Fee agreed to in this Contract. The Engineer shall not perform services outside of the Contract scope without a duly executed Amendment to this Contract.
- 2.1.10 The Engineer shall route all written communication with regulatory agencies, neighborhood associations, and City Council through the Director.
- 2.1.11 Engineer shall, upon written request, provide the Director with a written and/or electronic copy of materials prepared and/or referenced by Engineer or made available to it as a result of its performance under this Contract.
- 2.1.12 Engineer shall coordinate performance of the services hereunder with the Director and such other persons as the Director may specify.
- 2.1.13 Engineer shall perform the Basic Services or Additional Services required for any Phase of this Contract only upon receipt of a Notice to Proceed.
- 2.1.14 Engineer understands and acknowledges that the City may determine not to proceed with this Contract after completion of Engineer's services for any Notice to Proceed. Engineer understands and acknowledges that the City may determine not to proceed with this Contract after completion of Engineer's services for either Phase I - Preliminary Design or Phase II - Final Design.
- 2.1.15 Engineer shall review Notices to Proceed to ensure the work descriptions specified within the Notices to Proceed and change order forms are adequately detailed. Engineer shall report to the Director any

work description that does not adequately detail the services Engineer intends to provide. Engineer may not receive payment for work if the work description in a Supplemental Notice to Proceed does not appear different in scope from the work description in a previous Notice to Proceed.

- 2.1.16 Engineer shall coordinate the performance of services hereunder with the Director and governmental agencies and other bodies having jurisdiction over this Project or City consultants performing services related to the Project.
- 2.1.17 Engineer agrees that the Director may reduce the scope of services for any of the services identified in the Notice to Proceed or may divide the Project into separate Construction Packages by issuing a written notice describing: (1) the scope of the reduced Project or the scope of each Construction Package; and (2) the revised Time of Performance.
- 2.1.18 Engineer understands and acknowledges that this Contract contains the entirety of potential services the City may request from Engineer through issuance of Notices to Proceed and that the inclusion of any particular service in this Contract does not guarantee that Engineer will be requested to perform that service during the performance of this Contract.
- 2.1.19 Time is of the essence to the performance by the Engineer under this Contract.
- 2.1.20 Engineer shall identify all government agencies having regulatory jurisdiction and obtain authorization from the City prior to communication with the agencies.

## 2.2 **Phase I – Preliminary Design**

- 2.2.1 Engineer shall submit to the Director, within ten days of the Notice to Proceed for Phase I, a Project Schedule reflecting actual dates for activities and reviews set forth therein. The Project Schedule shall commence on the date of the Notice to Proceed and be based upon the number of calendar days established in this Contract.
- 2.2.2 Once the Engineer has billed for the entire Limit on Phase I Compensation, Engineer shall complete the Phase I work for no further compensation.
- 2.2.3 Engineer shall submit **N/A** copies of the preliminary design and outline specification Documents to the Director in hard copy format and one electronic copy in the format requested by the Director.
- 2.2.4 Engineer shall attend preliminary conferences with officials from local, state, and federal agencies; utility companies; and other entities as necessary for the Project.
- 2.2.5 Engineer shall conduct a thorough utility plan review, and Engineer shall follow the City's Utility Coordination Ordinance and procedures.
- 2.2.6 The Notice to Proceed for Phase I shall specify Phase I milestones and the Engineer's Raw Salary with corresponding classifications times the Raw Salary Multiplier, Reimbursable Expenses, and Consultant Subcontract Cost necessary to reach each milestone. Engineer shall perform all services necessary to complete each milestone.
- 2.2.7 After receiving the Notice to Proceed for Phase I, Engineer shall perform the following Phase I services during the Project:
  - 2.2.7.1 Prepare a Preliminary Engineering Report (PER) which contains the findings and recommendations resulting from this Phase of work. Follow the guidelines in Exhibit A-1, at a minimum, and as further described in the Notice to Proceed;

- 2.2.7.2 Prepare and participate in the Technical Review Committee (TRC) meeting, as further described in Article 2 of this Contract; and
- 2.2.8 For projects requiring drainage and pavement improvements, the Engineer shall perform the following work as part of Basic Services:
  - 2.2.8.1 Hydrologic and hydraulic analysis (drainage analysis) of the existing and proposed condition for the design rainfall and the extreme rainfall. Include off-site contribution drainage areas and overland flow path analysis. Variance from current City design criteria requires City approval;
  - 2.2.8.2 Compare existing drainage system versus proposed drainage improvements in tabular and graphic profile including: hydraulic grade line; water surface elevation; ponded width; critical elevation (gutter); allowable maximum ponded elevation; allowable maximum ponded width; drainage area; 2-year peak outflow rate; and 100-year peak outflow rate;
  - 2.2.8.3 Determine the hydraulic impact and mitigation options of the proposed drainage improvements to the existing drainage system HGL of an interconnected City system including but not limited to in-line system storage and in-line system restriction as part of these services;
  - 2.2.8.4 Identify hydraulic impacts and mitigation options of the proposed drainage improvements to the receiving system of other governmental agencies including, but not limited to, detention basin, or low impact design (LID) method; and
  - 2.2.8.5 Engineer understands and acknowledges that standard engineering practice typically requires multiple modeling iterations for development of a sound proposed condition and determination of the best viable level of service.

### 2.3 Phase II - Final Design

- 2.3.1 The Engineer shall submit to the Director within ten days of any Notice to Proceed for Phase II, the Project Schedule updated to reflect firm dates for the beginning and end of each activity set forth therein and the review dates for such activities.
- 2.3.2 The Engineer shall submit a detailed construction cost estimate at the 60%, 90%, and Bid Ready Drawings stages:
  - 2.3.2.1 Engineer shall inform the Director of any adjustments to previous estimates of the Project construction cost which are indicated by market conditions or authorized changes in the scope and requirements of the Project within five business days of determining the adjustment; and
  - 2.3.2.2 Engineer does not guarantee that bids will not vary from the final construction cost estimate.
- 2.3.3 The Engineer shall submit **N/A** copies of the recommendations, analyses and other deliverables identified in this Contract in hard copy format and one electronic copy in the format requested by the Director.
- 2.3.4 Agency Approvals and Signatures

2.3.4.1 The Engineer shall design the Project in compliance with the standard of care in the industry and the requirements of applicable laws, codes, and regulations, including the City of Houston Building Code. The Construction Documents shall conform to applicable federal, state, and City regulations.

2.3.4.2 The Engineer shall prepare the Documents necessary to obtain approval of governmental authorities having jurisdiction over the design or operation of the Project and all public and private utilities including pipeline transmission and railroad companies affected by the Project; obtain the signatures of representatives of such governmental authorities and public and private utilities; and obtain the signatures of City officials indicated by the City's standard title block for drawings.

2.3.4.3 The Engineer shall obtain required signatures from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by the Department of Public Works and Engineering. Governmental agencies include, but are not limited to, Harris County and Harris County Flood Control District. Utility signatures include, but are not limited to, AT&T, Centerpoint Energy-Electric, Centerpoint Energy-Gas, and cable TV.

#### 2.3.5 Additional Requirements

2.3.5.1 The Engineer is responsible for quality and completion of the Final Design as requested by the Director.

2.3.5.2 The Engineer shall specify the minimum acceptable performance and/or material standards associated with temporary facilities and structures that are determined necessary to implement the Project, that are potentially cause for significant disruption to local communities or businesses, and that are not solely for the convenience of the construction contractor.

2.3.5.3 The Engineer shall review results from Additional Services prior to submittal to the City and where applicable, incorporate this information into the Final Design documents. Such Additional Services may include, but not be limited to, survey, geotechnical, environmental, traffic control, storm water pollution prevention plans, street lighting plans, tree mitigation/planting plans, and special studies.

2.3.5.4 The Engineer shall incorporate the City Standard Details as applicable. The Engineer shall review each Standard Details and edit as necessary to suit Project-specific requirements and to meet the design intent of the Project. Revisions to the Standard Details shall not be incorporated based solely on Engineer's preference, but are subject to review and acceptance by the Director. The Engineer shall notify the Director of all proposed changes to Standard Details and provide reasons for such proposed changes. The Engineer shall prepare additional nonstandard details necessary for bidding and construction of the Project.

2.3.5.5 The Engineer shall verify findings from Utility Plan Review with the results of the Survey Services (see Additional Services) and identify potential conflicts during construction. Proposed designs shall strive to avoid conflicts where physically and



financially feasible. Relocations of private utilities shall be coordinated with the City of Houston as early in design process as possible.

2.3.5.6 The Engineer shall obtain the written approval for the necessary Right of Entry to the properties affected by the Project, using the City's designated form that is currently in use. The Engineer shall turn in all acquired Rights of Entry to the City before proceeding to Phase III, Construction Phase Services. The Engineer shall perform its due diligence prior to coordinating with the City for additional assistance. Engineer shall identify and prepare encroachment Letters.

2.3.5.7 The Engineer shall prepare a construction duration estimate for the proposed project. The construction duration estimate shall be based upon tasks, subtasks, critical dates, milestones, and deliverables and shall consider the interdependence of the various items, and adjacent construction projects. Scheduling software or other available industry methodologies may be used to assist in the construction duration estimate preparation. The Engineer must substantiate the construction duration estimate to the City and assist the City in interpreting the estimate. The construction duration estimate shall be submitted no later than the Final Drawing and Specification milestone submittal.

2.3.5.8 For Water Plant projects, the Engineer shall perform the following work:

2.3.5.8.1 Develop valve and water plant shut-down sequences for situations in which construction could necessitate a partial or entire shut-down;

2.3.5.8.2 Plan sequences in coordination with the assigned project manager of the City Drinking Water Operations Branch of the Department of Public Works and Engineering Public Utilities Division ("Drinking Water Operations"), and include sequences in Bid Documents; and

2.3.5.8.3 Prepare a plan view showing locations of existing valves, and required working condition status to operate during construction.

2.3.5.9 For projects with paving and drainage improvements and other projects, as applicable:

2.3.5.9.1 Design of in-line system storage and or restriction shall be include in Basic Services; and

2.3.5.9.2 Floodplain Management Office approval is part of Basic Services.

## 2.3.6 Bidding Services

2.3.6.1 The Engineer shall prepare specifications in accordance with the Construction Specification Institute (CSI) standard format adopted by the City. The Engineer shall use the City Standard Specifications Table of Contents for Construction Documents as a guide for organization of the Contract Documents. The City Standard Specifications (Divisions 00-16) are prepared to include the requirements, features, construction materials, and related items desired by the City based on the City's experience and needs. The Engineer shall review each Standard Specification and supplement as necessary to suit Project-specific requirements and to meet the design

intent of the Project. Supplements to the Standard Specifications shall not be incorporated based solely on the Engineer's preference. Supplements are subject to review and acceptance by the Director. The Engineer shall prepare additional nonstandard specifications necessary for bidding and construction of the Project. Incorporate Guide Specifications necessary for bidding and construction of the Project.

- 2.3.6.2 The Engineer shall incorporate the CSI Division 00 front-end documents provided by the City into the Project specifications.
- 2.3.6.3 The Engineer shall prepare detailed Construction Documents and Conformed Drawings based on the guidelines provided by the Director. The Construction Documents shall set forth recommended alternate bid items for the Project in a manner that permits ready evaluation and comparison. The Engineer shall furnish copies of the Construction Documents and the Conformed Drawings to the City within ten business days after bid award, or as otherwise stated by the City, in the following numbers and formats: 10 full size sets; seven reduced size drawings (11 inches by 17 inches); eight sets of the project manual; and one compact disc of all associated reports. Conformed Drawings represent the Bid Documents revised to reflect all addenda changes made during the bid period.
  - 2.3.6.3.1 The Engineer shall furnish the City with an electronic copy of the final plans in a format usable by AutoCAD 2016.
- 2.3.6.4 The Engineer shall assist the City in conducting the pre-bid conference and submit meeting minutes within three business days.
- 2.3.6.5 The Engineer shall prepare necessary addenda to address issues or clarifications necessary for completion of the bidding process.
- 2.3.6.6 The Engineer shall furnish three copies of the tabulation of bids received with a written recommendation for the award of a construction contract and submit within three business days after the bid opening.
- 2.3.6.7 The Engineer shall provide clarification, correct discrepancies, correct errors and omissions; assist the City in evaluating the bid proposals; and assist in the preparation of a construction contract between the City and the successful bidder.

## 2.4 Phase III – Construction Phase Services

- 2.4.1 Upon issuance of a Notice to Proceed for Phase III, Engineer shall provide professional services during construction to assist in obtaining a completed Project in accordance with the purpose and intent of the Construction Documents.
- 2.4.2 The Engineer shall participate in pre-construction conferences and monthly construction progress meetings. When requested by the construction project manager, the Engineer shall attend other meetings related to project design in lieu of attending the monthly construction progress meetings.

2.4.3 The Engineer shall make visits to the Project site at appropriate intervals as construction proceeds to observe and provide a written construction site observation report on the progress and the quality of the executed Work.

2.4.3.1 The frequency of these visits should be monthly, after the construction contractor has mobilized and is constructing the proposed improvements. Site visits should occur during times when the construction contractor is actively performing major construction activities. Site visits should be coordinated with the construction project manager. These monthly visits shall be combined with any site visits made to resolve field problems relating to the construction or monthly progress meetings.

2.4.3.2 The personnel provided by Engineer to perform site visits shall be experienced in the administration of construction contracts and shall be under the supervision of a professional engineer registered by the State of Texas. Supporting personnel shall be provided from the Project design team when specialized knowledge of the Project design is required.

2.4.3.3 Site Observation Reports

2.4.3.3.1 The report shall be included in the Engineer's monthly invoice, unless otherwise approved by the Director.

2.4.3.3.2 The report shall be in writing, shall include all referenced supporting documents, and shall advise the Director of deviations from the Construction Documents, the contractor's construction schedule, or other items as set forth below, observed by or brought to the attention of the Engineer at the time of the Site Observation.

2.4.3.3.3 Provide percentage of completion of the Work and an overall map, showing complete and incomplete areas.

2.4.3.3.4 The report shall be submitted to the construction project manager within three business days after the site visit.

2.4.3.3.5 The following guidelines are intended to provide consistency when preparing the required Construction Site Observation Reports. These guidelines are intended to be the minimum requirements and do not replace sound professional judgment.

2.4.3.3.5.1 A brief narrative of the type of construction activities occurring at the time of the site visit is to be prepared. The narrative should include a description of the progress to date and the general quality of the ongoing work (based upon the Contract Documents). The following items should be observed and reported for each project site:

2.4.3.3.5.1.1 The date and time period on the job site;

- 2.4.3.3.5.1.2 The station and street work in progress or facility location observed;
- 2.4.3.3.5.1.3 The description of work should include the type of activities the construction contractor was performing (e.g. excavating, backfilling, paving, etc.), approximate size of crew, number and type of equipment in use (e.g. 1 back hoe, 3 dump trucks, etc.), and where these activities were occurring (e.g. Along Misty Valley, between Foggy Lane and Rainy Day);
- 2.4.3.3.5.1.4 Whether the work is in general conformance with the Contract Documents or report the observed deficiencies;
- 2.4.3.3.5.1.5 Identify whether the traffic control plan is being followed by the construction contractor or report the observed deficiencies and the impact the construction is having on traffic;
- 2.4.3.3.5.1.6 Whether NPDES storm water pollution prevention plan (SWPPP) is being followed by the construction contractor or report the observed deficiencies;
- 2.4.3.3.5.1.7 Whether trench safety system is in compliance with the construction contractor's submittal or report the observed deficiencies;
- 2.4.3.3.5.1.8 Note what discussions were held with the inspector, other City personnel, or construction contractor;
- 2.4.3.3.5.1.9 Note what type of progress construction contractor has made since the last site visit;
- 2.4.3.3.5.1.10 To assist in the description of the work activities, the use of color photographs is required. Two

photographs are to be furnished. Include a "byline" with each photograph. The byline should describe the activity, time and place; and

2.4.3.3.5.1.11 Report any work that has been discovered that have not been approved by the Director or any work that deviates from the approved submittal or Contract Documents.

2.4.3.3.5.2 Unsafe conditions and major work deficiencies observed should be immediately brought to the attention of the City Inspector and the construction project manager. Document such notifications on the report.

2.4.3.3.5.3 Report and color photographs are to be sent to the design project manager (one copy) and construction project manager (one copy).

- 2.4.4 The Engineer shall review and take appropriate action upon the shop drawings, samples, and other submissions furnished by the construction contractor and submitted to Engineer by the City. Engineer shall determine if the shop drawings, samples, and other submissions conform to the requirements of the Construction Documents. Engineer shall notify the Director if the shop drawings, samples or other submissions do not conform to the Construction Documents. Such action(s) shall be taken within 14 calendar days of receipt from the City unless approved in advance by the Director. Engineer shall maintain a log of all construction contractor submittals which shall include the submittal date, the action taken, and the date returned.
- 2.4.5 The Engineer shall prepare supporting data and provide other services (including revisions to Construction Documents) at no charge to the City in connection with change orders when such change orders are required either: (1) to make clarifications or to correct discrepancies, errors, or omissions in the Construction Documents; or (2) to conform the Construction Documents to the requirements of all applicable laws, codes, and regulations, including the City of Houston Building Code (which is expressly made applicable to this Project) as it was in effect at the time of execution of this Contract.
- 2.4.6 The Engineer shall review laboratory, shop, and mill tests of material and equipment for general conformance with Contract Document requirements and report to the Director in writing on such matters.
- 2.4.7 The Engineer shall provide design clarifications and recommendations to assist the City in resolving field problems relating to the construction. Requests for Information (RFIs) will normally be generated by the construction contractor when a situation or condition is anticipated or encountered in the field that may not be fully addressed in the construction Contract Documents. RFIs are to be reviewed, a

complete and fully responsive written answer provided, and returned to the construction project manager with a copy to the design project manager within five business days depending upon the criticality and impacted cost of the condition as described in the RFI. Engineer's response to RFI's concerning proposed modifications or unforeseen conditions shall only address the technical and design aspect of the issue. Any cost or schedule impacts shall be addressed to the construction contractor by the construction project manager.

- 2.4.8 The Engineer shall evaluate construction contractor change and cost proposals and substitutions and recommend to the City to either approve or disapprove the construction contractor's proposal or substitution, unless instructed not to do so by the Director.
- 2.4.9 No less than 30 days and no more than 45 days before the expiration of the correction period established by the Construction Documents, Engineer, in company with the Director, shall observe the construction site. Within 14 days after such observation, Engineer shall furnish the Director with a written report enumerating items which require repair or replacement as provided under the correction period provisions of the Construction Documents F.
- 2.4.10 To avoid misunderstandings or questions, Engineer understands and agrees that the Director shall have the responsibility for the general administration of the construction contract. Accordingly, Engineer shall not have the authority or responsibility to issue direct instructions to the construction contractor, to reject work done by the construction contractor, or to require special inspections or tests. Engineer, however, shall provide continuing counsel to the Director throughout the construction of the Project.
- 2.4.11 Within 30 calendar days of receipt of construction contractor's "as-built" drawings, the Engineer shall prepare and submit the Record Drawings to the design project manager. The Record Drawings shall become the property of the City and shall show significant changes made in the Work by the construction contractor during the construction of the Project. Record Drawings shall be prepared on the original as-bid drawings in the format specified by the Director at the time of execution. The Engineer shall prepare the record documents based solely upon the marked-up "as-built" drawings, addenda, revisions, change orders and other data furnished by the City and the construction contractor. The "as-built" drawings provided by the construction contractor shall clearly depict:
  - 2.4.11.1 Any deviations from the proposed utilities alignments shown in the as-bid drawings;
  - 2.4.11.2 Actual alignments of utilities if different from alignment shown in the as-bid drawings; and
  - 2.4.11.3 The presence of existing utilities that are either not shown or shown incorrectly in the as-bid drawings should be accurately depicted.
  - 2.4.11.4 Other revisions to be shown include:
    - 2.4.11.4.1 PPCM (Potentially Petroleum Contaminated Material) encounters;
    - 2.4.11.4.2 Lengths for proposed utilities that differ from that shown in the as-bid drawings;
    - 2.4.11.4.3 Deviations from proposed tunneling lengths;
    - 2.4.11.4.4 Existing pavement composition, i.e. "unreinforced concrete with asphalt overlay";

- 2.4.11.4.5 The name of the manufacturer for installed valves that are 20 inches and larger in diameter;
- 2.4.11.4.6 Deviations from proposed restrained joint lengths for water line project only;
- 2.4.11.4.7 Identify type of pipe material installed;
- 2.4.11.4.8 Revisions due to construction contractor's Requests for Information; and
- 2.4.11.4.9 Other changes made by the construction contractor.
- 2.4.11.5 Project RFI's (construction contractor's Request for Information) should be reviewed to ensure the accuracy of the record drawings.
- 2.4.11.6 Changes shall be made electronically using the Conformed Drawings as a baseline. Actual alignments of utilities shall be shown. Incorrectly shown utilities shall be crossed out and drawn correctly. Inaccurate callouts shall have a line drawn through them. Revised callouts shall be noted in the Conformed Drawings.
- 2.4.11.7 All record drawing revisions shall be accompanied by a revision number contained within a triangle. The revision shall then be dated and initialed in the revision block. Any revisions made by, or under the supervision of, an Engineer other than the one whose seal appears on the subject drawing shall be signed and sealed by the Professional Engineer responsible for the revision.
- 2.4.12 Provide, in the event the Project construction exceeds the time stated in the Construction Documents by more than 30 days, the continuing services required to be done by Engineer during construction of the Project.
- 2.4.13 For contracts that require the construction contractor to service, calibrate, maintain or provide periodic site inspections for a period of one year after the date of substantial completion, the Engineer shall accompany the construction contractor and construction project manager during such visits. For projects involving startup, testing, calibration, training and operation of facilities or systems, the Engineer shall assist the construction project manager in accomplishing such tasks in accordance with the Contract Documents.
- 2.4.14 When requested by the Director, the Engineer shall visit manufacturers' facilities in order to prequalify major products and materials to be incorporated into a construction contract or verify manufacturers' compliance with the Contract Documents. The Engineer shall accompany City staff or may travel unaccompanied, as approved by the Director. A written report shall be generated to document the results of the trips. Cost for travel shall be considered a Reimbursable Expense.
- 2.4.15 Within 30 calendar days of receipt of the construction "as-built" drawings, the Engineer shall provide field verified GPS'ed information of all newly installed storm water assets (*i.e.*, manholes, inlets, junction boxes, and outfalls). All GIS information shall be delivered in the required format detailed in the Storm Water GIS Data Standards/Specifications and Procedural Document provided by the City.

- 2.5 **Additional Services:** Engineer shall perform the Additional Services specified below if and when the Director authorizes such services.
- 2.5.1 Survey Services
- 2.5.1.1 Perform in accordance with the City Design Manual and other City design requirements as designated in writing by the Director.
- 2.5.1.2 Where new City of Houston monumentation is required in accordance with the City Design Manual, provide separate cost for task under surveying Additional Services.
- 2.5.2 Drug Detection and Deterrence. Conduct random, reasonable suspicion, and post-accident drug testing necessary to comply with this Contract.
- 2.5.3 Geotechnical Investigation. Perform in accordance with the City Design Manual and other City requirements as designated in writing by the Director.
- 2.5.4 Environmental Site Assessment. Perform in accordance with the City Design Manual and other City requirements as designated in writing by the Director.
- 2.5.5 Special Licenses and Permits (Payment)
- 2.5.5.1 The actual cost of special licenses and permits, including required inspection fees, shall be reimbursed by the City.
- 2.5.5.2 This Additional Service does not include engineering work associated with Basic Services.
- 2.5.6 Traffic Control Plan (TCP)
- 2.5.6.1 The specific traffic control work consists of the completed TCP, appropriate specifications and general notes, and traffic control construction cost estimates.
- 2.5.6.2 The TCP shall show detailed construction sequences and the necessary traffic control phases, complete with all barricades, signing, striping, delineation, detours, temporary traffic signals and any other devices, to protect the traveling public and provide safety to the construction forces.
- 2.5.6.3 The TCP should be accomplished with the least inconvenience to the traveling public consistent with expeditious completion of the Project in time and costs.
- 2.5.6.4 Construction Sequencing and TCP shall be in accordance with general traffic engineering principles and practices governing traffic control during construction as prescribed by the guidelines of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), and City of Houston requirements.
- 2.5.6.5 Standards and Guidelines
- 2.5.6.5.1 The construction of the Project should be scheduled or sequenced to minimize the down time for the construction contractor and to maximize the utilization of space for the travel ways. Sequencing is accomplished by partitioning the Project into construction phases, which may be further segmented into steps. A "phase" is a major portion of the construction, scheduled in a logical progression toward Project completion. A "step" is a minor portion of the construction, subordinate to a particular phase.



- 2.5.6.5.2 The TCP should clearly distinguish areas of construction with areas of traffic for each phase. The work zone is also to be distinguished from the actual construction limits.
- 2.5.6.5.3 Maintain minimum emergency travel lane width of ten feet at all times. If space is not available within the existing roadway, temporary widening of the pavement section may be necessary to provide a minimum 10-foot emergency travel lane.
- 2.5.6.5.4 The TCP should contain the following basic elements:
  - 2.5.6.5.4.1 Project approach signing;
  - 2.5.6.5.4.2 Phasing overview (as applicable);
  - 2.5.6.5.4.3 Detailed plans for each phase of construction and any designated steps; and
  - 2.5.6.5.4.4 Necessary TCP details, including appropriate City standards (Barricade & Construction, etc.), typical lane closures, and intersection details.
- 2.5.6.6 Drawings
  - 2.5.6.6.1 Engineer shall verify and show existing field conditions of roadways and access to adjacent properties.
  - 2.5.6.6.2 Engineer shall show traffic control devices and location of traffic flow, indicated by direction arrows, for each phase of the Project.
  - 2.5.6.6.3 Engineer shall define construction areas by appropriate identifications, such as cross-hatching. Show all barricades, traffic signing, traffic signal changes, detour routing, and special intersection treatment details.
  - 2.5.6.6.4 Engineer shall show only roadways that are existing or to be constructed under the Project. Do not show roadways that have been removed or that will be constructed in future contracts.
  - 2.5.6.6.5 Engineer shall prepare cross sections for major thoroughfares and for each roadway variation showing the traffic lanes, construction pavement markings, delineators, barriers, buffer zone for barrels and concrete traffic barriers (CTBs), pavement drop-off, and construction details.
  - 2.5.6.6.6 Engineer shall pictorially represent all construction signing and label with appropriate identification number as shown in TMUTCD. Show and identify all other traffic control devices in the plans and cross sections.
  - 2.5.6.6.7 Engineer shall use a "typical" TCP detail for portions of the Project wherever possible.
  - 2.5.6.6.8 Engineer shall prepare traffic control construction quantities and estimate of construction cost.

- 2.5.6.6.9 Engineer shall add general notes to the drawings or to the City's Standard General Note Drawing, as required for clarity.
- 2.5.6.6.10 Engineer shall include the City of Houston Standard Specifications for Traffic Control, and supplement as required.
- 2.5.6.7 For paving projects, include the following.
  - 2.5.6.7.1 Engineer shall show temporary traffic control measures required during construction, such as temporary adjustments to traffic signal configurations, revisions to signal timing sequences, installations of contractor-supplied equipment and conduit to provide for proper signal operation, and parking restriction signs in areas where parking is not currently restricted but added roadway capacity is required.
  - 2.5.6.7.2 Where substantial roadway capacity is being lost during construction, the Engineer shall show placement of contractor-supplied changeable message signs with proposed messages to encourage use of alternative routes by the traveling public.
- 2.5.7 Storm Water Pollution Prevention Plan (SWPPP). Perform in accordance with the City Design Manual and other City requirements.
- 2.5.8 Existing Conditions Survey and Analysis
  - 2.5.8.1 The Engineer shall perform a survey and analyses of the existing conditions at designated locations. The Engineer shall submit the results of this work in a separate report.
  - 2.5.8.2 This special service is used where a separate deliverable is desired, and where the survey/analysis is not directly related to the scope of the new work, thus the engineering cost would not be included in the Basic Services.
- 2.5.9 Street Lighting Plans
  - 2.5.9.1 For new roadway construction or complete roadway reconstruction, it is the City of Houston's practice to upgrade street lighting along all roadways to current recommended levels as part of the Capital Improvement Projects.
  - 2.5.9.2 Proposed Street Lighting locations shall be provided at 1"=40' scale (minimum) consistent with project overall layouts.
  - 2.5.9.3 Design consultant will prepare the lighting layout, spacing the streetlights in accordance with the current published CenterPoint Energy Guidelines and Specifications. Distances shall avoid driveway/utility conflicts. The design should include any existing street lighting and generally begin layouts at intersections working away from them.
  - 2.5.9.4 Street Lighting plans shall show the proposed street lighting locations, electrical conduits, pull boxes and power feed locations provided by CenterPoint Energy in accordance with published CenterPoint Energy specifications.

- 2.5.9.5 The approved layout will be submitted to CenterPoint Energy for review and cost estimate preparation for temporary or new fixtures. Conduit and pull box costs shall be included in the Engineer's Project construction cost estimate.
- 2.5.9.6 Street Lighting Plans shall include a table showing the locations of the existing and proposed streetlights by station number.
- 2.5.10 Tree Protection, Mitigation, and Planting Plan. Perform in accordance with the City Design Manual and other City requirements, as designated in writing by the Director.
- 2.5.11 Traffic Signals. Perform in accordance with the City Design Manual and other City requirements, as designated in writing by the Director.
- 2.5.12 Impact Analysis and Mitigation Report for projects requiring drainage and pavement improvements.
  - 2.5.12.1 Perform Impact Analysis and Mitigation Report when authorized by the City as designated in writing by the Director.
  - 2.5.12.2 A separate hydraulic analysis and report as required by government agencies having regulatory jurisdiction.
  - 2.5.12.3 Includes quantification of existing and proposed outflows and water surface elevation at outfall to the receiving system.
- 2.5.13 Design of detention pond or low impact development. For mitigation of adverse impacts; perform in accordance with the City Design Manual and other City requirements as designated in writing by the Director.
- 2.5.14 Technical Review Committee (TRC) Meeting
  - 2.5.14.1 The Engineer shall attend a Pre-TRC meeting, as scheduled by the Director.
    - 2.5.14.1.1 The purpose of the Pre-TRC is to allow the Director to review the preliminary design, presentation materials, and recommendations.
    - 2.5.14.1.2 The Engineer shall have completed and submitted the Preliminary Engineering Report (PER) prior to the Pre-TRC meeting.
    - 2.5.14.1.3 As part of the Pre-TRC, the Engineer shall prepare a Microsoft PowerPoint presentation, a TRC agenda and an executive summary showing the alternatives, recommendations, and estimated construction and project costs.
  - 2.5.14.2 The Engineer will have two weeks to revise the report and presentation based on comments from the Pre-TRC. Once revisions have been made, the Engineer shall submit to the Director one copy of the report with all exhibits, maps, and computer model output listed in other parts of this Contract. The Executive Summary from the report will be included with the notice of TRC distribution.
  - 2.5.14.3 Upon successful completion of the Pre-TRC meeting, the Engineer shall attend a TRC Meeting.
    - 2.5.14.3.1 The purpose of the TRC meeting is to present the preliminary engineering recommendations to the City's Technical Review Committee for approval to proceed to Final Design.

- 2.5.14.3.2 The Engineer will provide equipment for preparation and presentation of the TRC meeting.
- 2.5.14.3.3 Members of the TRC are City staff and may include senior managers representing engineering, operations, maintenance, and construction divisions. Other stakeholders may attend at the City's direction.
- 2.5.14.3.4 The TRC will evaluate the Engineer's recommendations and approve or modify as appropriate.
- 2.5.14.3.5 Within three business days following the TRC Meeting, the Engineer shall submit a summary of the decisions and action items from the meeting, and a revised construction cost estimate.
- 2.5.14.3.6 At the conclusion of the TRC, Engineer shall:
  - 2.5.14.3.6.1 Submit a revised estimate of probable construction cost, based on the outcome of the TRC;
  - 2.5.14.3.6.2 Revise the PER in response to the Technical Review Committee's record of decisions and action items and furnish three final copies of the PER; and
  - 2.5.14.3.6.3 Submit final PER in PDF Format on a CD in a single file with a Table of Contents.
  - 2.5.14.3.6.4 Engineer shall make such revisions to the preliminary design as may be required by the Director as a result of Committee recommendations.
- 2.5.14.3.7 Upon acceptance by the TRC of the need to acquire additional right-of-way or easements for the project, the Director may issue to the Engineer a Notice to Proceed for the preparation of right-of-way and easement documents. These documents shall be delivered to the Director within the time specified in the Notice to Proceed.

#### 2.5.15 Independent Quantity Take-Off

- 2.5.15.1 Engineer shall perform the following service(s).
  - 2.5.15.1.1 Have an independent third party (Estimator) perform a quantity take-off from the Bid Ready Drawings and Specifications prior to Final Submittal. Engineer may provide other documents that will assist the Estimator to complete the task; however, these documents shall in no way compromise the independent judgment of the Estimator. Estimator shall identify each bid item and prepare the quantities for each bid item in accordance with the City of Houston's Standard Construction Specifications and/or Custom Specifications, as applicable, that is part of the detailed construction cost estimate.
  - 2.5.15.1.2 Engineer is to review the quantity take-off with the Estimator and resolve all discrepancies in the bid items and quantities.

2.5.15.1.3 Engineer is to submit a signed letter confirming that an independent quantity take-off was performed, identifying the independent third party who performed the quantity take off, and certifying the accurateness of the bid items and quantities that are included in the detailed construction cost estimate.

2.5.15.1.4 The Engineer shall submit a check print of the third party review and mark-up of an independent quantity take-off to accompany the signed letter deliverable. Each unit price item shall be highlighted indicating that it has been checked. The check print shall be initialed by the author and the reviewer.

#### 2.5.16 Other Additional Services

2.5.16.1 Provide the services of a Consultant to perform subsurface investigations, including performance of test borings, soil samples, and other foundation investigations, laboratory analyses of the samples, and engineering analyses. Engineer or the Consultant shall prepare a detailed report of all findings, and Engineer shall deliver to the Director two bound copies of the report and an electronic copy in the form requested by the Director.

2.5.16.2 Prepare special studies and reports, such as environmental Documents (including representation and testimony at hearings and community meetings), grant applications, etc.

2.5.16.3 Provide the services of an independent cost estimator as a consultant to make a comprehensive construction cost estimate for the Project, in a form satisfactory to the Director. The independent cost estimate shall be in addition to the cost estimates prepared by Engineer.

2.5.16.4 Provide value engineering services including the review of other engineers, either within the same organization or in other firms, to determine whether a proposed solution is optimum and, if not, to suggest a better approach for meeting the Project's functional and financial criteria.

2.5.16.5 Provide a scale model of the Project.

2.5.16.6 Reproduce Construction Documents, reports, and other materials, other than those reproductions included in the Basic Services, and excluding reproductions for the office use of Engineer and Engineer's Consultants.

2.5.16.7 Provide, in the event of termination of Engineers services pursuant to this Contract, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner (including the making of record prints of drawings, etc.).

2.5.16.8 Provide construction management services on the site during Project construction.

2.5.16.9 During the Final Design or Construction Phase, make revisions to Construction Documents, prepare addenda, or prepare change orders to reflect Project scope changes requested by the Director, required to address changed conditions or change

in direction previously approved by the Director, mandated by changing governmental laws, or necessitated by City's acceptance of substitutions proposed by the construction contractor.

- 2.5.16.10 Prepare supporting data and other services in connection with change orders, other than those change orders and related services included in Section 2.4 of Article 2 of this Contract.
- 2.5.16.11 Consult with the City concerning replacement of any construction work damaged by fire or any other causes and furnish professional services as may be required in connection with the replacement of such work.
- 2.5.16.12 Prepare or obtain the services of a Consultant to prepare Operation and Maintenance (O & M) Manuals.
- 2.5.16.13 Prepare for, present to, and attend public engagement, preliminary conferences with the City, as requested by the Director. In addition to the foregoing, Engineer shall attend all other meetings as required by the Director.
- 2.5.16.14 Perform services in the event the Basic Services are suspended by the Director for a period exceeding 12 months, and the Engineer provides evidence satisfactory to the Director that additional effort is necessary to resume the Basic Services.
- 2.5.16.15 Unless instructed otherwise by the Director, cooperate fully with surety's representative in the event of construction contractor default; permit surety to copy all relevant documents at surety's expense.
- 2.5.16.16 Provide any Additional Services or other design services related to the Project and not otherwise included in the Basic Services or Additional Services as requested by the Director.
- 2.5.16.17 Travel to points outside Houston and its extraterritorial jurisdiction, if such travel is reasonably necessary to accomplish a task under this Contract and is authorized in writing by the Director. Travel costs shall include common carrier fares, ground transportation expenses and parking fees, and for overnight trips, the costs of lodging and meals and shall not exceed the appropriation limits of this Contract.

2.6 **Time of Performance:** Engineer shall perform the Basic Services in accordance with the following:

- 2.6.1 Phase I - Preliminary Design - **N/A** calendar days for each Construction Package separately;
- 2.6.2 Phase II - Final Design - **N/A** calendar days for each Construction Package separately;
- 2.6.3 Phase III - Construction Phase Services shall be completed at reasonable intervals in conjunction with the progress of the Project construction and for the period of construction time stated in the Construction Documents;
- 2.6.4 Time taken for review of Phase I and Phase II designs by City personnel shall be in addition to the calendar day periods specified above. In the preparation of the Project Schedule, Engineer shall allow at a minimum, 21 calendar days for City review of Phase I, and 21 calendar days for City review of Phase II; and

- 2.6.5 Upon written request of Engineer to the Director and the Director's approval, the City shall grant time extensions during each Phase for any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

## 2.7 **Engineer's Invoices**

- 2.7.1 Unless instructed otherwise in writing by the Director, Engineer must invoice the City for all Phase I amounts plus all Phase I-related Additional Services and Reimbursable Expenses before the Director issues a Notice to Proceed for Phase II.
- 2.7.2 Unless instructed otherwise in writing by the Director, Engineer must invoice the City for all Phase II lump sum payments plus all Phase II-related Additional Services and Reimbursable Expenses before the Director issues a Notice to Proceed for Phase III.
- 2.7.3 The amounts set out in the Phases I, II, and III Notices to Proceed shall constitute Engineer's total compensation under the Contract for a Construction Package unless the Director requests in writing an Additional Service or Reimbursable Expense not related to any of the above phases.
- 2.7.4 If Director and Engineer do not agree to the lump sum amount for such Construction Package, then the Director may send notice to the Engineer deleting such Construction Package from the Contract.
- 2.7.5 To receive fees for Phase I Services, Engineer shall submit copies of original invoices showing the corresponding Phase I Services and associated costs performed for each Construction Package and not previously invoiced. The invoice must include itemizations supporting the costs included. The itemization shall include, where applicable:
- 2.7.5.1 A breakdown of the type and cost of each item included within the definition of Reimbursable Expenses;
  - 2.7.5.2 A breakdown of the individual expenditures allowable as travel costs in the definition of Reimbursable Expenses;
  - 2.7.5.3 The actual invoice cost of Consultant Subcontract Cost plus Consultant Markup, including a copy of the Consultant's invoice;
  - 2.7.5.4 The number of hours expended by Engineer's employees times Raw Salary times Raw Salary Multiplier for each Construction Package and upon request by the Director a copy of employee time sheets;
  - 2.7.5.5 Reasonable costs of contract personnel and personnel employed through employment agencies plus the Consultant Markup; and
  - 2.7.5.6 A breakdown of the work performed in the Construction Package and a percent of the total that is completed.
- 2.7.6 To receive fees for Additional Services, Engineer shall submit copies of original invoices showing the corresponding Additional Services performed and not previously invoiced. The invoice must include itemizations supporting the costs included. The itemization shall include, where applicable:
- 2.7.6.1 A breakdown of the type and cost of each item included within the definition of Reimbursable Expenses;
  - 2.7.6.2 A breakdown of the individual expenditures allowable as travel costs in the definition of Reimbursable Expenses;

- 2.7.6.3 The actual invoice cost of Consultant Subcontract Cost plus Consultant Markup, including a copy of that the Consultant's invoice;
  - 2.7.6.4 The number of hours expended by Engineer's employees times the Raw Salary times the Raw Salary Multiplier for each Additional Service and upon request by the Director a copy of employee time sheets;
  - 2.7.6.5 Reasonable contract personnel cost of personnel and personnel employed through employment agencies, plus Consultant Markup; and
  - 2.7.6.6 A reference to the work description in the applicable Notice to Proceed that authorized the item.
- 2.7.7 With each monthly invoice Engineer shall submit a copy of the updated Project Schedule, a brief narrative of the services performed in the preceding month, and a list of the planned activities for the following month. Any request for modification of the approved Project Schedule shall be submitted by Engineer in writing for the Director's consideration.
- 2.7.8 Claims for Additional Services shall be submitted for payment within a maximum of 60 days from the date of completion of the Additional Service.
- 2.7.9 Upon request of the Director, Engineer shall submit reports to the Director for informational purposes, showing all of the information set out in this Section, although such information shall not affect the method by which Engineer is paid.

2.8 **Insurance.** Engineer shall provide and maintain certain insurance and Endorsements in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows.

2.8.1 **Risks and Limits of Liability**

2.8.1.1 Engineer shall maintain the following insurance coverages in the following amounts:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	<ul style="list-style-type: none"> <li>• Texas Statutory for Workers' Compensation</li> </ul>
Employer's Liability	<ul style="list-style-type: none"> <li>• Bodily Injury by accident \$1,000,000 (each accident)</li> <li>• Bodily Injury by Disease \$1,000,000 (policy limit)</li> <li>• Bodily Injury by Disease \$1,000,000 (each employee)</li> </ul>
Commercial General Liability: Including Broad Form Coverage, Bodily Injury and Property Damage (Products and Completed Operations required when Physical Operations performed)	<ul style="list-style-type: none"> <li>• \$1,000,000 Limit each Occurrence and \$2,000,000 aggregate per 12-month period</li> </ul>
Automobile Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos</li> </ul>
Professional Liability	<ul style="list-style-type: none"> <li>• \$2,000,000 Limit per claim/aggregate</li> </ul>
Excess Liability applicable to Commercial General and Automobile Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 Limit each occurrence/aggregate</li> </ul>



- 2.8.2 **Insurance Coverage.** At all times during the term of this Contract and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Contract, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.
- 2.8.3 **Form of insurance.** The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Contract. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.
- 2.8.4 **Required Coverage.** The City shall be an Additional Insured under this Contract, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Contract. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Project covered by this Contract with a duration of two years after substantial completion.
- 2.8.5 **Notice.** **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

2.9 **INDEMNIFICATION.** ENGINEER AGREES TO AND SHALL, TO THE EXTENT PERMITTED BY TEXAS LOCAL GOVERNMENT CODE §271.904, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY ARISING AS A RESULT OF ENGINEER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONSULTANTS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS IN CONNECTION WITH ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER ENGINEER IS IMMUNE FROM LIABILITY OR NOT. ENGINEER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE INDEMNITY SHALL APPLY WHETHER OR NOT THE EVENT IS CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE CITY.

2.10 **Ownership of Documents:** Engineer shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Documents, including Construction Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets, source and object codes and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Engineer, its agents, employees, contractors and subcontractors pursuant to this Contract (collectively, the "Works"), to have and to hold the same unto the City absolutely. This right of ownership shall include the City's ability to modify, sell, or license all computer programs, including all access to programming codes necessary to do so.

2.10.1 Engineer agrees that neither it nor any of its agents, employees, contractors or subcontractors shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Director, the Engineer shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.

2.10.2 Engineer shall execute all documents required by the Director to further evidence such assignment and ownership. Engineer shall cooperate with the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Engineer is requested and rendered pursuant to this Section, the City shall reimburse Engineer for all out-of-pocket expenses incurred by Engineer in rendering such assistance. On termination of this Contract or upon request by the Director, Engineer shall deliver all Works to the City. Engineer shall obtain written agreements in the form specified in Exhibit "H" from its agents, contractors and subcontractors performing work hereunder which bind them to the terms contained in this Section.

2.10.3 The Engineer may, however, retain copies of such Documents. The Engineer shall have the right to use such copies internally, but the Engineer may not sell, license or otherwise market such Documents. Upon request by the Director, the Engineer shall deliver such Documents to the City.

2.10.4 Engineer does not represent that the Documents are or are intended to be, suitable for use on other Projects or extensions of this Project, to the extent that the Documents are site-specific. Any modification to the Engineer's work product or unintended use of same will be at the sole risk of the City.

## 2.11 **Consultants**

2.11.1 Engineer shall not subcontract any part of its Contract without approval by the Director.

2.11.2 Engineer shall be responsible for services performed by Consultants to the same extent as if the services were performed by Engineer.

2.11.3 Engineer shall replace any Consultant when requested to do so by the Director, who shall state the reasons for such request.

2.11.4 Engineer shall provide the Director with a copy of any of its Consultant subcontracts at Director's request.

## 2.12 **Payment of Consultants**

2.12.1 Engineer shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract in accordance with the State of Texas Prompt Payment Act.

2.12.2 Engineer agrees to protect, defend, and indemnify the City from any claims or liability arising out of Engineer's failure to make such payments.

2.12.3 Disputes relating to payment of MWBE subcontractors shall be submitted to mediation in the same manner as any other disputes under the MWBE subcontract. Failure of Engineer to comply with the decisions of the mediator may, at the sole discretion of the City, be deemed a material breach leading to termination of this Contract.

2.13 **Participation in Bidding and Construction.** Engineer agrees not to participate in the bidding process as a bidder and not to engage in construction of the Project as a contractor or subcontractor. By written agreement, Engineer shall require each Consultant for Project engineering services to be bound by the requirements of this Section.

2.14 **Equal Employment Opportunity.** Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

## 2.15 **Minority and Women Business Enterprises Participation**

2.15.1 It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Contract.

2.15.2 Engineer shall make good faith efforts to award subcontracts or supply agreements in at least **24%** of the value of this Contract to MWBEs. Engineer acknowledges that it has reviewed the requirements

for good faith efforts on file with the City's Office of Business Opportunity ("OBO") and will comply with them. To this end, Engineer shall maintain records showing:

- 2.15.2.1 Subcontracts and supply agreements with Minority Business Enterprises;
  - 2.15.2.2 Subcontracts and supply agreements with Women's Business Enterprises; and
  - 2.15.2.3 Specific efforts to identify and award subcontracts and supply agreements to MWBEs.
- 2.15.3 Engineer shall submit periodic reports of its efforts under this Section to the Director of Office of Business Opportunity in the form and at the times he or she prescribes.
- 2.15.4 Engineer shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding mediation in Houston, Texas if directed to do so by the Director of Office of Business Opportunity. If Engineer is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

## 2.16 **Drug Abuse Detection and Deterrence**

- 2.16.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Engineer shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Contract and is on file in the City Secretary's Office.
- 2.16.2 Before the City signs this Contract, Engineer shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 2.16.2.1 A copy of its drug-free workplace policy;
  - 2.16.2.2 The Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E"; and
  - 2.16.2.3 A written designation of all safety impact positions or, if applicable, a Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G".
- 2.16.3 If Engineer files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six months during the performance of this Contract or on completion of this Contract if performance is less than six months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F". Engineer shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Contract. The first six-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Engineer begins work under this Contract.
- 2.16.4 Engineer also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Engineer's employee work force.
- 2.16.5 Engineer shall require that its subcontractors comply with the Executive Order, and Engineer shall secure and maintain the required documents for City inspection.

- 2.17 **Confidentiality.** Engineer and each of its Consultants shall keep all Documents and City work products or data it receives in strict confidence. Engineer shall not divulge such records or the information contained therein except as approved in writing by the Director or as otherwise required by law.
- 2.18 **Licenses and Permits.** Engineer shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Engineer shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.
- 2.19 **Title VI Assurances.** The requirements and terms of the United States Department of Transportation Title VI program, as revised from time to time, are incorporated into this Contract for all purposes. Engineer has reviewed Exhibit "J" and shall comply with its terms and conditions.
- 2.20 **Pay or Play.** The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Contract for all purposes. Engineer has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions.
- 2.21 **Anti-Boycott of Israel.** Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.
- 2.22 **Zero Tolerance Policy for Human Trafficking and Related Activities.** The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's effective date. Contractor shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement.
- 2.23 **Preservation of Contracting Information.**
- 2.23.1 The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter. If the requirements of Subchapter J, Chapter 552, Texas Government Code, apply to this Contract, then for the duration of this Contract (including the initial term, any renewal terms, and any extensions), Contractor shall preserve all Contracting Information, as defined by Section 552.003 of the Texas Government Code, related to this Contract as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy, which record retention requirements include but are not limited to those set forth in Chapters 201 and 205 of the Texas Local Government Code and Texas Administrative Code Title 13, Chapter 7. Within five business days after receiving a request from the Director, Contractor shall provide any Contracting Information related to this Contract that is

in the custody or possession of Contractor. Upon the expiration or termination of this Contract, Contractor shall, at the Director's election, either (a) provide, at no cost to the City, all Contracting Information related to this Contract that is in the custody or possession of Contractor, or (b) preserve the Contracting Information related to this Contract as provided by the records retention requirements applicable to the City pursuant to federal or state law or regulation, city ordinance or city policy.

- 2.23.2 If Contractor fails to comply with any one or more of the requirements of this Section, Preservation of Contracting Information, or Subchapter J, Chapter 552, Texas Government Code, then, in accordance with and pursuant to the processes and procedures set forth in Sections 552.373 and 552.374 of the Texas Government Code, the Director shall provide notice to the Contractor and may terminate this Contract. To effect final termination, the Director must notify Contractor in writing with a copy of the notice to the CPO. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Contract, and promptly cancel all orders or subcontracts chargeable to this Contract.

### **ARTICLE 3**

#### **DUTIES OF THE CITY**

- 3.1 **Fees, In General.** The City shall pay fees to the Engineer for all services rendered by Engineer in accordance with the terms and conditions of this Contract, subject to the appropriation limits of Article 3 hereof.
- 3.1.1 If services are suspended by the Director for a period exceeding 12 months, Engineer's fees will be subject to renegotiation, subject to the appropriation limits described this Contract.
- 3.1.2 If Engineer receives payment from the City for work performed by any Consultant or for materials provided by any supplier and Engineer withholds or has withheld payment to the Consultant or supplier on account of a deficiency in the quality or quantity of that Consultant's or supplier's work or materials, or if the Director reasonably believes that the work or a portion thereof cannot be completed for the remaining unpaid amount of any applicable limit or lump sum prices, the City may withhold the amount associated with such work or materials from any pending or future payments to the Engineer until the next regular payment to Engineer occurring after the City receives reasonable documentation that the deficiency has been remedied.
- 3.1.3 The City shall not authorize any work on the Project without issuing a Notice to Proceed.
- 3.1.4 All invoices are subject to approval by the Director and are due and payable 30 days after receipt. All payments shall be made by check. Such checks shall be made payable to Engineer and payments shall be addressed to Engineer at its address specified herein for notices. The City agrees that it will not unreasonably delay or withhold payment or approval of any invoice. Neither partial payments made hereunder nor approval of invoices or services by the Director shall be construed as final acceptance or approval of that part of Engineer's services to which such partial payment or approval relates nor shall such payments be construed as relieving Engineer of any of its obligations hereunder with respect thereto.
- 3.2 **Fees for Basic Services:** Subject to all the terms and conditions of this Contract, the City shall pay, and Engineer agrees to accept as full compensation for the Basic Services, the following fees.

- 3.2.1 Phase I - Preliminary Design. Subject to the Limit on Phase I Compensation, the City shall pay a fee for the complete performance of Phase I Basic Services work consisting of:
  - 3.2.1.1 Raw Salary Times Raw Salary Multiplier, plus
  - 3.2.1.2 Reimbursable Expenses, plus
  - 3.2.1.3 Consultant Subcontract Cost for services that Engineer subcontracts to a Consultant, plus
  - 3.2.1.4 Reasonable fees paid to contract personnel and personnel employed through employment agencies.
- 3.2.2 Phase II – Final Design Phase Service. For Phase II services performed for a Construction Package, the City shall pay a Negotiated Lump Sum which will be set out in the Notice to Proceed for such Construction Package. The Director and Engineer shall agree in writing to a Negotiated Lump Sum fee for each Construction Package prior to issuance of the Phase II Notice to Proceed. Engineer guarantees that it shall perform all Phase II services for the Negotiated Lump Sum fees set out in the respective Notices to Proceed.
- 3.2.3 Phase III - Construction Phase Services. For Phase III services performed for a Construction Package, the City shall pay a Negotiated Lump Sum which will be set out in the Notice to Proceed for such Construction Package. The Director and Engineer shall agree in writing to a Negotiated Lump Sum fee for each Construction Package prior to issuance of the Phase III Notice to Proceed. Engineer guarantees that it shall perform all Phase III services for the Negotiated Lump Sum fees set out in the respective Notices to Proceed.
- 3.2.4 At the discretion of the Director, Phase II and III services for a Construction Package may be included in the same Notice to Proceed for a Construction Package. For Phase II and III services performed for a Construction Package, the City shall pay a Negotiated Lump Sum which will be set out in the Notice to Proceed for such Construction Package. The Director and Engineer shall agree in writing to a Negotiated Lump Sum fee for each Phase II and III respectively for each Construction Package prior to issuance of the Notice to Proceed. Engineer guarantees that it shall perform Phase II and III services for the Negotiated Lump Sum fees set out in the respective Notices to Proceed.
- 3.2.5 After Engineer has completed the performance of all of the required services for Phase III, the City shall pay Engineer the total amount owed for that Phase less any amounts previously paid pursuant to the monthly invoices.

3.3 **Fees for Additional Services.** Subject to all the terms and conditions of this Contract, the City shall pay and Engineer agrees to accept, as full compensation for authorized Additional Services, the fees specified in this Section.

- 3.3.1 Survey Additional Services: For Route Topographical Survey only, the City shall pay Engineer a portion of the Negotiated Lump Sum fee according to the terms in the applicable Notice to Proceed or at the rate of **N/A** per linear foot of actual Survey performed. If these services are provided by the Engineer's Consultant, the City shall pay Engineer at the above rates plus Consultant markup.

3.3.2 For Drug Detection and Deterrence Additional Services, the City shall pay Engineer a portion of the Negotiated Lump Sum fee according to the terms in the applicable Notice to Proceed in advance or as follows:

3.3.2.1 The cost of invoiced laboratory analyses necessary for personnel producing services under this Contract; and

3.3.2.2 Raw Salary times Raw Salary Multiplier for employees' time not-to-exceed one hour total for each random test conducted.

3.3.3 For all other Additional Services, the City will pay Engineer a portion of the Negotiated Lump Sum fee according to the terms in the applicable Notice to Proceed.

3.4 **Limit of Appropriation.** Engineer recognizes that under certain provisions of the Charter of the City of Houston, the City may not obligate itself by contract to an extent in excess of an amount appropriated by the City Council and further recognizes that only **N/A** has been appropriated and budgeted by City Council to pay the Cost of Basic Services hereunder and that only **\$5,792,154.00** has been appropriated and budgeted by the City Council to pay the cost of Additional Services hereunder for a total amount of **\$5,792,154.00**.

3.4.1 In the event the appropriation for Basic Services is insufficient to compensate Engineer for Basic Services, Engineer shall suspend its Basic Services at such time as the total appropriation for Basic Services is expended, but shall resume such Basic Services, if and when authorized by the Director as provided elsewhere herein, upon transfer of funds by the Director or appropriation of additional funds by the City Council for Basic Services.

3.4.2 In the event the appropriation for Additional Services is insufficient to compensate Engineer for authorized Additional Services in accordance with the payment provisions of Article 3 hereof, Engineer shall suspend its Additional Services at such time as the total appropriation for Additional Services is expended, but shall resume such Additional Services, if and when authorized by the Director as provided elsewhere herein, upon transfer of funds by the Director or appropriation of additional funds by the City Council for Additional Services.

3.4.3 The Director may authorize the transfer of funds between Basic Services and Additional Services when necessary to continue services by issuing a Supplemental Notice to Proceed, provided that the transfer of funds does not exceed 25% of the Negotiated Lump Sum in the original Notice to Proceed and total funds authorized do not exceed the total amount appropriated by City Council.

3.5 **Method of Payment.** The City shall pay on the basis of monthly invoices submitted by Engineer and approved by the Director, showing the services performed and the fee. Invoices from Engineer shall show the hours worked in the preceding month and the corresponding hourly rates for Services. The City shall pay Engineer within 30 days of the receipt and approval of the invoices. The City shall make payments to the Engineer at the address for notices.

3.6 **Certain Duties of the City**

3.6.1 In addition to its other duties under this Contract, the City shall perform the following services:



- 3.6.1.1 When requested to do so in writing by the Engineer, provide access to information such as existing drawings, maps, field notes, statistics, computations, and other data in the possession of the City which in the Director's opinion will assist the Engineer in the performance of its services hereunder; and
- 3.6.1.2 Examine the Construction Documents submitted by the Engineer and render decisions pertaining thereto within a reasonable time so as to avoid unnecessary delay in the progress of the Engineer's services.

**3.7 Partial Payments**

- 3.7.1 For Phase II and III Basic Services the City shall make partial payments of the fees on the basis of monthly invoices submitted by Engineer and approved by the Director. The invoices must show for each Construction Package the following on the standard format provided by the City:
  - 3.7.1.1 The percentage of the total services completed in the applicable Phase in the preceding month;
  - 3.7.1.2 A summary of the services performed during the period covered by the invoice; and
  - 3.7.1.3 The amount due for such services, according to the below Milestones.
- 3.7.2 The amount of partial payments due for services performed during Phase II shall be a percentage of the total fee due for each Construction Package for Phase II services equal to the percentage of the total Phase II services performed during the period covered by the invoice. The percentage of the total fee due for partial payments for Phase II services shall not exceed the following:

<u>MILESTONE</u>	<u>MAXIMUM PHASE II PAYMENT</u>
1. Research Utilities	N/A
2. Plot Topographic Survey and Utilities	N/A
3. Submit 60% Drawings	N/A
4. Submit 90% Final Drawings and Specifications	N/A
5. Bid-Ready Drawings and Specifications	95%
6. Completion of Phase II Services	100%

- 3.7.3 The amount of partial payment due for services performed during Phase III shall be a percentage of the lump sum fee equal to the percentage of the total services for that Phase performed during the period covered by the invoice.
- 3.7.4 The amount of partial payment due for Additional Services shall be a percentage of the lump sum fee equal to the percentage of the total services (for the Phase for which the Additional Service was authorized) performed during the period covered by the invoice.
- 3.7.5 Definition of above Phase II Milestones for payment
  - 3.7.5.1 Research Utilities
    - 3.7.5.1.1 Engineer obtains and completes review of available record drawings.
    - 3.7.5.1.2 Engineer completes the utility plan review, as defined in this Scope of Services.

- 3.7.5.1.3 Engineer completes coordination with other agencies, as defined in this Scope of Services.
- 3.7.5.1.4 Engineer verifies information obtained in this Section against findings from Survey.
- 3.7.5.1.5 Engineer obtains maps and correspondence from applicable private utilities, showing and verifying location of existing private utilities.
- 3.7.5.2 Plot of Topographical Surveys and Utilities. Engineer submits set of plan drawings showing results of topographic survey and location of existing public and private utilities.
- 3.7.5.3 Submit Drawings and Draft Specifications (60% Design Submittal)
  - 3.7.5.3.1 Engineer submits sets of completed construction drawings, including as a minimum:
    - 3.7.5.3.1.1 Cover Sheet;
    - 3.7.5.3.1.2 Index Sheet (list of drawings);
    - 3.7.5.3.1.3 Overall Layout Sheet;
    - 3.7.5.3.1.4 Survey Control Map;
    - 3.7.5.3.1.5 General Notes Sheets (as required);
    - 3.7.5.3.1.6 Plan and profile drawings of existing conditions, existing utilities and proposed improvements;
    - 3.7.5.3.1.7 Details of crossings (RR, HCFCD, TXDOT, etc.), potentially contaminated areas, and proposed real estate acquisitions;
    - 3.7.5.3.1.8 Standard Details;
    - 3.7.5.3.1.9 Traffic Control Plan, Detour Plans and temporary Traffic Signal plans (if required);
    - 3.7.5.3.1.10 Storm Water Pollution Prevention Plan (if required);
    - 3.7.5.3.1.11 Tree and plant protection plan (if required);
    - 3.7.5.3.1.12 For Paving and Drainage Projects, also include:
      - 3.7.5.3.1.12.1 Typical roadway section/cross section;
      - 3.7.5.3.1.12.2 Proposed Traffic Signal Plans;
      - 3.7.5.3.1.12.3 Proposed Paving Marking and Signage Plans;
      - 3.7.5.3.1.12.4 Street Lighting Plans;
      - 3.7.5.3.1.12.5 Drainage Area Maps; and
      - 3.7.5.3.1.12.6 Houston Storm, and other Hydraulic and Hydrology Sewer Computations.
    - 3.7.5.3.1.13 For Facilities Projects, also include process flow diagrams, piping diagrams, hydraulic profile



The Engineer shall submit a check print of the internal review, initialed by the author and the reviewer. Each unit price item shall be highlighted indicating that it has been checked. This submittal is not considered complete until the Engineer's submittal of associated quality assurance and quality control documents, along with any associated redlines, is provided.

3.7.5.4.4 Engineer submits sheet-by-sheet quantity takeoff, flagman hour calculation, and documentation to support the construction duration specified.

3.7.5.4.4.1 Engineer shall provide evidence of their internal review, a third-party review, and a third party mark-up as preparation for the Engineer's submittal of the sheet by sheet takeoff. The Engineer shall submit a check print of the internal review, initialed by the author and the reviewer. Each unit price item shall be highlighted indicating that it has been checked. This submittal is not considered complete until the Engineer's submittal of associated quality assurance and quality control documents, along with any associated redlines, is provided.

3.7.5.4.5 Engineer provides documentation of permit submittal or permit approvals, as applicable, from TXDOT, HCFCD, Railroads, U.S. Army Corps of Engineers, and Harris County Public Infrastructure Department.

3.7.5.4.6 Engineer provides document submittals of plans to City for Building Permit Application (including Floodplain Management Office) and to Texas Department of Licensing and Regulations for ADA requirements, if applicable.

3.7.5.4.7 For Wastewater projects and other projects as applicable, Engineer submits Draft Engineering Design Report (DEDR) in conformance with TCEQ requirements.

3.7.5.4.8 The Engineer shall provide a PDF with quality assurance and quality control markups for all quantity calculations, and all design calculations.

3.7.5.4.9 The Engineer shall provide an internal quality assurance and quality control marked-up plan set with each submittal.

3.7.5.5 Submit Bid-Ready Drawings and Specifications

- 3.7.5.5.1 Engineer submits bid-ready construction documents, signed and sealed construction drawings with all required signatures, and completed construction specifications, including signed letter of Quantity Take Off.
- 3.7.5.5.2 Engineer provides documentation that application for City Building Permits (including Floodplain Administration) has been approved to Texas Department of Licensing and Regulations for ADA requirements, if applicable.
- 3.7.5.5.3 For Wastewater projects or other projects as applicable, Engineer submits Final Engineering Design Report (FEDR) in conformance with TCEQ requirements.
- 3.7.5.5.4 Engineer submits Final ESA I and II (as applicable), and Final Geotechnical reports, including Trench Safety Letter if required.

**ARTICLE 4**  
**TERMINATION**

**4.1 Termination by the City for Convenience**

- 4.1.1 The Director may terminate Engineer's performance under this Contract at any time by giving seven days written notice to Engineer. As soon as possible, but not later than the effective date of such notice, Engineer shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Contract and shall proceed to promptly cancel all existing orders and Consultant subcontracts insofar as such orders or subcontracts are chargeable to this Contract. Within seven days after the effective date of notice of termination, Engineer shall deliver copies of all Documents to the Director and submit an invoice showing in detail services performed under this Contract to the date of termination. The City shall then pay the prescribed fees to Engineer for services actually performed under this Contract up to the date of termination less such payment on account of charges previously made, in the same manner as prescribed in Article 3 of this Contract. Any installments or lump sum fees shall be prorated in accordance with the progress of the Work at the effective date of termination. Engineer may, if necessary, submit invoices for vendor and Consultant charges reasonably necessary for the Project which are incurred prior to the effective date of termination and received by Engineer after its initial termination invoice.
- 4.1.2 Engineer understands and acknowledges that if the City determines not to proceed with this Contract, according to the terms of this article, the Director shall provide Engineer with a written notice of his intent to terminate this Contract and this Contract shall terminate upon Engineer's receipt of such written notice.

- 4.2 **Termination by the City for Cause.** City may terminate this Contract in the event of a material default by Engineer and a failure by Engineer to cure such default after receiving notice thereof, as provided in this Section. Default by Engineer shall occur if Engineer fails to observe or perform any of its duties under this

Contract, if Engineer dies (if an individual), or for some other reason is unable to render services hereunder. Should such a default occur, the Director will deliver a written notice to Engineer describing such default and the proposed date of termination. Such date may not be sooner than the seventh day following receipt of the notice. The Director, at his or her sole option, may extend the proposed date of termination to a later date. If Engineer cures such default to the Director's reasonable satisfaction prior to the proposed date of termination, then the proposed termination shall be ineffective. If Engineer fails to cure such default prior to the proposed date of termination, then City may terminate its performance under this Contract as of such date, and Engineer shall deliver all Documents to the Director within seven days of the effective date of the termination. If the City's cost of obtaining completion of the work by other engineers, in combination with other direct costs sustained by the City as a result of the default, exceeds the remaining contract amounts unpaid to Engineer, the City shall not be obligated to make any further payment to Engineer. This provision does not relieve Engineer of any other obligation Engineer may have to the City.

- 4.3 **Termination by Engineer for Cause.** Engineer may terminate its performance only upon default of the City. Should such default occur, Engineer shall have the right to terminate all or part of its duties under this Contract as of the 14th day following the receipt by the City of a notice from Engineer describing such default and intended termination, provided: (1) such termination shall be ineffective if within the 14 day period the City cures the default; and (2) such termination may be stayed beyond such 14 day period, at the sole option of Engineer, pending cure of the default.

## ARTICLE 5

### MISCELLANEOUS PROVISIONS

- 5.1 **Independent Contractor.** The relationship of Engineer to the City shall be that of an independent contractor.
- 5.2 **Business Structure and Assignments.** Engineer shall not assign this Contract at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Chapter 9 of the Texas Business & Commerce Code. In the case of such an assignment, Engineer shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee. Engineer shall not delegate any portion of its performance under this Contract without the Director's prior written consent.
- 5.3 **Parties in Interest.** This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and Engineer only.
- 5.4 **Non-waiver.** Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with

any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

- 5.5 **Governing Law and Venue.** This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.
- 5.6 **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.
- 5.7 **Captions.** The captions at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading such articles and sections and, therefore, will be given no effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section, or part of this Contract.
- 5.8 **Acceptances and Approvals.** Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of Engineer, its employees, agents, Consultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by Engineer, its employees, agents, Consultants or suppliers pursuant to this Contract.
- 5.9 **Inspections and Audits.** Representatives of the City shall have the right to examine and review all books, records, and billing documents which are directly related to performance or payment under this Contract. Engineer shall maintain such books, records, and billings for three years after the cessation of its other duties under this Contract. This right of audit extends to the records of Engineer's Consultants, and Engineer's agreements with its Consultants shall provide this right to the City.
- 5.10 **Construction Budget.** If a construction budget for this Project is indicated in an exhibit to this Contract, Engineer will use its best efforts to design the Project so that it is likely that the Project may be constructed within that budget. At any point Engineer becomes reasonably aware that the construction budget will likely be exceeded, Engineer will notify City of its awareness of that likelihood.
- 5.11 **Site Conditions.** Engineer understands that it is in the interest of the City that the construction of the Project being designed by the Engineer under this Contract shall proceed in a prompt and efficient manner. Engineer

will make a reasonable effort to identify and note on its construction documents interferences that will be encountered on the site of the construction by the construction contractor.

- 5.12 **Ambiguities.** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any Party because of such Party's involvement in the preparation or drafting of this Contract.
- 5.13 **Entire Agreement.** This Contract merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the subject matter hereof, whether written or verbal.
- 5.14 **Survival.** Engineer shall remain obligated to the City under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of the term of this Contract, including but not limited to the Ownership of Documents provisions of Article 2 of this Contract.
- 5.15 **ENGINEER'S DEBT: IF ENGINEER, AT ANY TIME DURING THE TERM OF THIS CONTRACT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT ENGINEER HAS INCURRED A DEBT, THE CONTROLLER SHALL IMMEDIATELY NOTIFY ENGINEER IN WRITING. IF ENGINEER DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO ENGINEER UNDER THIS CONTRACT, AND ENGINEER WAIVES ANY RECOURSE THEREFOR. ENGINEER SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS CONTRACT.**



**SIGNATURE**

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ATTEST/SEAL (if a corporation);  
WITNESS (if not a corporation):**

DocuSigned by:  
By: *Michael Sartori*  
Name: MICHAEL SARTORI  
Title: Vice President  
Federal Tax Identification No. 75-1308699

**ENGINEER:**  
HAL DocuSigned by:  
By: *Anthony Sartori, P.E.*  
Name: Anthony Sartori, P.E.  
Title: Vice President



**ATTEST/SEAL:**

**CITY:**  
**THE CITY OF HOUSTON, TEXAS**  
Signed by:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

**APPROVED:**

**COUNTERSIGNED BY:**

DocuSigned by:  
*Carol Haddock*  
Houston Public Works 9/30/2020

DS  
*EH*

\_\_\_\_\_  
City Controller

**APPROVED AS TO FORM:**

**DATE COUNTERSIGNED:**

*Amel G...*  
Assistant City Attorney  
L.D. File No. 066-000024001

\_\_\_\_\_

**EXHIBIT "A"**  
**ADDITIONAL TERMS**

PROFESSIONAL SERVICES AND TECHNICAL SUPPORT FOR PAVING AND DRAINAGE PROJECTS

WBS No. M-430220-0040-3

**GENERAL**

**1.1 Additional Definitions used in this Contract**

- 1.1.1 Limit on Phase I Compensation:** The limit on Phase I Compensation is **N/A** for all Construction Packages. Engineer's total billings for Phase I services, including Basic Services, Additional Services, Reimbursable Expenses, fees paid for contract personnel and personnel employed through employment agencies, and any and all other costs, shall not exceed the Limit on Phase I Compensation.
- 1.1.2 Negotiated Lump Sum:** An amount consistent with the terms of this Contract that City shall pay Engineer for the complete performance of services, not to exceed the estimated total of the following:
- 1.1.2.1 Raw Salary times Raw Salary Multiplier for services performed directly by Engineer and Engineer's employees, plus
  - 1.1.2.2 Reimbursable Expenses, plus
  - 1.1.2.3 Consultant Subcontract Costs plus Engineer's Consultant Markup, plus
  - 1.1.2.4 Reasonable fees paid to contract personnel and personnel employed through employment agencies plus Engineer's Consultant Markup.
- 1.1.3 Negotiated Work Order:** Individual Project assignments issued by the Director under this Contract. The Notice to Proceed for each Negotiated Work Order shall describe the specific requirements of the work to be performed, including Basic and Additional Services, for any Phase of this Contract.

**1.2 General Description of Project**

- 1.2.1** The Project generally is described as follows:

This project consists of project management and staff augmentation as well as technical support services to provide a wide array of specialized skills for paving and drainage Capital Improvements. The specific scope, budget, and schedule shall be established for each separate work order prior to authorization.

- 1.3 Contract Term.** This Contract is effective on the Countersignature Date and expires upon the completion of the last Negotiated Work Order issued within **5** years from the Countersignature Date. If the Director, at his or her sole discretion, makes a written request for renewal to Engineer at least 30 days before expiration of the then-current terms, and if sufficient funds are allocated, then, upon expiration of the then-current term, this Agreement is renewed for **1** year(s) upon the same terms and conditions. This Contract may only be renewed for **1** additional term(s) beyond the initial term.

**EXHIBIT "A-1"**  
**SCOPE OF WORK**

**PROFESSIONAL SERVICES AND TECHNICAL SUPPORT FOR PAVING AND DRAINAGE PROJECTS**

WBS NO. M-430220-0040-3

**1.0 GENERAL SCOPE**

- 1.1 The specific scope, budget, and schedule shall be established prior to authorization of the Project by the City. The Engineer shall not proceed with the Project prior to authorization by the City.
- 1.2 The primary Project scope shall be project management, staff augmentation, and technical support services. Certain services under this contract may consist of program management, construction management, or engineering design.
- 1.3 The mission of Professional Services and Technical Support of Paving and Drainage Projects is implementation of the adopted CIP and support various Houston Public Works Departments and City of Houston Divisions.
- 1.4 Provide a monthly progress report with each invoice, including the authorized scope, current status, work remaining, delivery issues, and resolution of the Project.
- 1.5 Attend internal City meetings, including policy training and weekly staff.

**2.0 PROJECT MANAGEMENT AND STAFF AUGMENTATION**

- 2.1 Provide project management and engineering staff, with expertise in storm water drainage and paving projects, to manage Phase I, II, and III services of selected consultants per current City Professional Engineering Services Contract, Infrastructure Design Manual, and Project Design Management Manual.
- 2.2 Provide qualified administrative support staff.
- 2.3 Staffing needs shall be determined by and coordinated with the City. All staff provided shall be subject to review and approval by the City.
- 2.4 Qualified staff will direct report to assigned City staff and office at 611 Walker or other location as determined by the City. Attend City staff meetings. Parking shall be provided to staff reporting to 611 Walker or other City locations as authorized.
- 2.5 Hardware, software, equipment, and security access needs of staff reporting to work at 611 Walker shall be coordinated with the City.
- 2.6 Perform contract management, invoicing, record keeping, and document control per the Project Design Management Manual and established CIPMS processes.

**3.0 TECHNICAL SUPPORT SERVICES**

- 3.1 Provide engineering technical support with expertise in hydrologic and hydraulic analysis of storm water drainage systems, facilities, and components.
- 3.2 Review engineering design submittals to ensure adherence to all applicable jurisdictional codes, criteria, and policies.
- 3.3 Perform in-depth review and assessment of hydrologic and hydraulic analysis (model).
- 3.4 Maintain quality assurance and control processes to ensure sound engineering and consistent application of

City standards.

- 3.5 Develop design criteria, guides, and technical papers.
- 3.6 Provide continuing education and training to advance the knowledge and skills of City staff and selected consultants.
- 3.7 Work with City staff to develop innovative, sound, and efficient engineering solutions to real drainage, paving and other issues affecting CIP projects.
- 3.8 Prepare for and attend public meetings in support of City staff.
- 3.9 Support City planning and/or programming, including Office of the City Engineer and Floodplain Management Office.
- 3.10 Other special projects.
- 3.11 When authorized by the City, provide Construction Management (CM) Services.
- 3.12 CM services shall apply to any CIP, rehabilitation, or programmatic project as determined by the City.
- 3.13 Support Infrastructure Planning and Programming within Transportation and Drainage Operations.
- 3.14 Support Storm Water Maintenance Branch within Transportation and Drainage Operations.
- 3.15 Support Capital Projects with specialized skills in areas including but not limited to utility coordination, contract administration, public engagement, professional right-of-way acquisition services, appraisals and title services (Turnkey Service), standards and specifications review and management, website designs and graphics, and H&H Modeling and Analysis (1D, and 2D).

## **1.0 ENGINEERING DESIGN SERVICES**

- 4.1 Provide Phase I, II, and III services per current Professional Engineering Services Contract and Infrastructure Design Manual.
- 4.2 Design services shall apply to any CIP, rehabilitation, or programmatic project as determined by the City.

## **5.0 PRELIMINARY ENGINEERING SERVICES**

- 5.1 Provide preliminary engineering services such as Engineering Letter Report (ELR) or Design Concept Report (DCR) per current City guidelines.

## **6.0 REAL ESTATE SERVICES**

- 6.1 Project Administration
  - 6.1.1 Negotiation of the Scope of Services for Work Authorization.
    - 6.1.1.1 ROW Consultant will visit project site with City Personnel.
  - 6.1.2 Communication
    - 6.1.2.1 Maintain status reports of all parcel and project activities and provide weekly to City.
    - 6.1.2.2 Provide schedule of all areas of work indicating anticipated start and end dates.
    - 6.1.2.3 Attend weekly status meetings.
    - 6.1.2.4 Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.
  - 6.1.3 File Management

- 6.1.3.1 Project and parcel files will be kept at the City. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.
- 6.1.3.2 Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
- 6.1.3.3 Maintain records of all payments including warrant/check number, amount, and date paid etc.
- 6.1.3.4 Maintain copies of all correspondence and contacts with property owners.

## 6.2 Title and Closing Services

- 6.2.1 Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
  - 6.2.1.1 The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- 6.2.2 Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- 6.2.3 Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- 6.2.4 The curative services necessary to provide clear title to the City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.
- 6.2.5 The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- 6.2.6 The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- 6.2.7 Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- 6.2.8 Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.
- 6.2.9 **Title Examination Services**
  - 6.2.9.1 Research recorded documents including but not limited to deeds, easements, plats, map records, probate documents, ordinances, restrictions, abstracts of judgments, liens, etc. of the appropriate county to respond to the needs of the project.
  - 6.2.9.2 Produce a report/title certificate identifying ownership, encumbrances, boundaries, property interest.
  - 6.2.9.3 Provide links or physical copies of the documents referenced in the report. Costs of the

documents will be paid by City and should not be included in the Consultant's negotiated fee schedule

### **6.3 Negotiation Services**

- 6.3.1** Prepare Notice of Intent and submit Land Owner at the onsite of project.
- 6.3.2** Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- 6.3.3** Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- 6.3.4** Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- 6.3.5** Prepare the initial offer letter, purchase agreement, instruments of conveyance, and any other documents required or requested by City on applicable forms.
- 6.3.6** Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- 6.3.7** Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- 6.3.8** Respond to property owner inquiries verbally and in writing within two business days.
- 6.3.9** Prepare a separate negotiator contact report for each parcel per contact on approved form.
- 6.3.10** Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- 6.3.11** Advise property owner on the Negotiated Business Decision process. Transmit to City any written counteroffer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
- 6.3.12** Prepare final offer letter, documents of conveyance as necessary.
- 6.3.13** Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.
- 6.3.14** Issue Property Owner's Survey to property owner.
- 6.3.15** Draft an Agent's Statement, or summary of negotiations in preparation of parcel file entering into the title curative process and closing. Agent's Statement shall contain all relevant project, parcel and negotiation information on City approved format.
- 6.3.16** If acquiring parcel via condemnation, draft an Agent's Statement, or summary of negotiations in preparation of file being delivered to the Legal Department to initiate formal condemnation procedures. Agent's Statement shall contain all relevant project, parcel, and negotiation information on City approved format.

### **6.4 Initial and Update Appraisal Service**

- 6.4.1** Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.

- 6.4.2 Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.
- 6.4.3 Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- 6.4.4 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contact in file.
  - 6.4.4.1 Appraiser must send notice to landowner via Certified – Return Receipted US Mail.
  - 6.4.4.2 A copy of the return receipt must be included in the appraisal report.
- 6.4.5 For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the HPW Land Acquisition Appraisal Guidelines and appraisal template, the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation and, federal appraisal guidelines if federal funds are involved.
- 6.4.6 For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the HPW Land Acquisition Appraisal Guidelines and appraisal template, the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation and, federal appraisal guidelines if federal funds are involved.
- 6.4.7 As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- 6.4.8 All completed appraisals may be administratively reviewed and approved by the HPW Appraisal staff.
  - 6.4.8.1 City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser. HPW Appraisal may engage or authorize to be engaged a third-party fee review appraiser to perform appraisal reviews of appraisals performed by an appraiser engaged by the Consultant.
- 6.4.9 As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- 6.4.10 The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- 6.4.11 Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

**6.5 Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs.**

- 6.5.1 Pre-planning services for the relocation assistance for the proposed acquisitions, including but not limited to providing an estimate of total relocation costs, including any required relocation payments as well as the costs associated with providing relocation advisory services or any other necessary service in conformance with the City's relocation policies.

- 6.5.1.1 Perform project site visits at initiation of project to determine and identify potential relocation costs. Present those findings to the City for review.
- 6.5.1.2 Prepare a relocation plan for submittal and review by the City.
- 6.5.2 Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
  - 6.5.2.1 Page one of the Relocation Advisory Assistance – Parcel Record form
  - 6.5.2.2 Displacee Move Plan
  - 6.5.2.3 Certification of Eligibility
  - 6.5.2.4 Relocation Assistance Brochure
- 6.5.3 Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.
- 6.5.4 Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
- 6.5.5 Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
- 6.5.6 Provide 90-day notice to vacate, if required by the City, simultaneous with the delivery of relocation benefits package.
- 6.5.7 Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
- 6.5.8 Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
- 6.5.9 Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete Replacement Housing Inspection form and submit to the City Project Manager.
- 6.5.10 For non-residential moves, Negotiated Self-Moves
  - 6.5.10.1 If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
  - 6.5.10.2 If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
- 6.5.11 For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.
- 6.5.12 Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
- 6.5.13 Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all



attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.

- 6.5.14** Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- 6.5.15** Process and compute increased interest payments as required.
- 6.5.16** Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.
- 6.5.17** Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
- 6.5.18** Deliver warrants in accordance with City guidelines.
- 6.5.19** Issue Relocation Survey to all Displacees.
- 6.5.20** Provide an executed Certification of Eligibility form with all Displacee claims.

**6.6** **Condemnation Support** - Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant shall provide those support services to City or to City's attorney as described below:

**6.6.1** Pre-Hearing Support

**6.6.1.1** Request updated Title Commitment from title Company.

**6.6.1.2** Use information from the Title Commitment to identify interested parties.

**6.6.1.3** Submit information packet as requested by Condemning Attorney.

**6.6.1.4** Request update of appraisal.

**6.6.1.5** File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.

**6.6.1.6** File Lis Pendens including the cause number with the County Clerk's Office

**6.6.1.7** Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.

**6.6.1.8** Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.

**6.6.1.9** File all originals with the court and send copies to City and Condemning Attorney.

**6.6.2** Post-Hearing Support

**6.6.2.1** File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.

**6.6.2.2** Obtain certified copy of Award and provide to City with request for funding in amount of Award.

**6.6.2.3** Obtain Commissioners' Fees and submit to City for payment.

**6.6.2.4** File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.

**6.6.2.5** Send written notices of the date of deposit to the City and all interested parties.

*\* Updated Title Commitments shall be paid directly by City. Please refer to 6.2. Title and Closing Services.*

**6.7 Relocation Appeal(s)** - Assist City with coordination of appeal process

**6.7.1** Submit appeal to City for review.

**6.7.2** Provide supporting documentation.

**6.8 Eviction Process** - Assist City with Eviction Process.

**6.8.1** Maintain paperwork necessary for filing eviction.

**6.8.2** File necessary documents with court.

**6.8.3** Attend Hearing(s).

**6.9 Disposal of Property Services**

**6.9.1** Provide a Release of Property to the City Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the City.

**6.9.2** Provide the City Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The City Project Manager will initiate the environmental surveys as needed.

**6.10 Miscellaneous**

**6.10.1** Testimony for Hearing(s) or appeals.

**6.10.2** Document/Form establishment.

**6.10.3** Reporting outside of typical status reports.

**6.11 Services to be provided by the City include, but are not limited to the following:**

**6.11.1** Ensure the right of way project has authority to proceed.

**6.11.2** Provide timely reviews and approval of submissions.

**6.11.3** Provide all necessary standard forms and brochures.

**6.11.4** Process and issues all payments of 6.11.4 approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to the City in accordance with State law.

**6.11.5** Provide final approval for all appraisals, relocation supplements and relocation move payments, including paying movers for a cost estimate for moving personal property.

**6.11.6** Pay pass-through costs charged by the title company for preliminary Title Commitments, update Title Commitments and title insurance for all parcels.

### 3.12 Fee Schedule

The following schedule provides optional pricing for Real Estate services where an hourly rate is not feasible.

#### FEE SCHEDULE

SERVICE CATEGORY	SERVICE TYPE	UNIT OF COST	LOW FEE	HIGH FEE
Project Management	with Project Field Office	Per Month	\$8,000	\$20,000
Project Management	without Project Field Office	Per Month	\$5,000	\$15,000
Real Estate Appraisal	Appraisal	Per Hour	\$150	\$275
Real Estate Appraisal	Appraisal Review	Per Hour	\$150	\$275
Real Estate Appraisal	Preparation and Testimony	Per Hour	\$150	\$275
Negotiation	Excluding Billboards	Per Parcel	\$4,500	\$12,000
Negotiation	for Billboards	Per Sign	\$1,500	\$3,000
Negotiation	Including Billboards (Same Landowner)	Per Parcel	\$4,500	\$14,000
Relocation Assistance	Residential	Per Displacee	\$5,000	\$9,500
Relocation Assistance	Business	Per Displacee	\$5,000	\$12,500
Relocation Assistance	Personal Property	Per Displacee	\$2,000	\$3,000
Condemnation	Preliminary Condemnation	Per Parcel	\$2,000	\$3,000
Condemnation	Condemnation Support	Per Parcel	\$5,000	\$9,000

**EXHIBIT "B"**  
**PROJECT SCHEDULE**  
**N/A**

EXHIBIT "C"

MAXIMUM RAW SALARIES

<u>Classification</u>	<u>Raw Salary Rates</u>
Principal	\$106.00/Hr.
Team Leader / Program Manager	\$94.00/Hr.
Senior Project Manager	\$82.00/Hr.
Project Manager	\$71.00/Hr.
Floodplain Manager	\$77.00/Hr.
Assistant Floodplain Manager	\$47.00/Hr.
H&H Specialist	\$65.00/Hr.
Senior Engineer	\$65.00/Hr.
Project Engineer	\$52.00/Hr.
Graduate Engineer	\$45.00/Hr.
Cost Estimator	\$43.00/Hr.
Specification Writer	\$45.00/Hr.
Senior GIS Specialist	\$65.00/Hr.
GIS Specialist	\$50.00/Hr.
GIS Technician	\$38.00/Hr.
Senior Designer	\$47.00/Hr.
Designer	\$41.00/Hr.
Sr. CADD Technician	\$36.00/Hr.
Jr. CADD Technician	\$32.00/Hr.
Senior Construction Manager	\$88.00/Hr.
Construction Manager	\$59.00/Hr.
Resident Engineer	\$77.00/Hr.
Construction Inspector	\$47.00/Hr.
Structural Engineer	\$77.00/Hr.
Mechanical Engineer	\$77.00/Hr.
Electrical Engineer	\$77.00/Hr.
Right of Way Agent III	\$59.00/Hr.
Right of Way Agent II	\$47.00/Hr.
Right of Way Agent I	\$36.00/Hr.
Relocation Agent III	\$59.00/Hr.
Relocation Agent II	\$47.00/Hr.
Relocation Agent I	\$36.00/Hr.
Condemnation Agent	\$47.00/Hr.
Utility Coordinator	\$68.00/Hr.
Senior Environmental Specialist	\$71.00/Hr.
Environmental Specialist	\$54.00/Hr.
Senior RPLS	\$77.00/Hr.
RPLS	\$56.00/Hr.
Senior Survey Technician/Research Abstractor	\$41.00/Hr.
Survey Technician/Research Abstractor	\$34.00/Hr.
1-Man Crew	\$40.00/Hr.
2-Man Crew	\$60.00/Hr.
3-Man Crew	\$80.00/Hr.
Contract Administrator	\$41.00/Hr.
Administrative Specialist	\$36.00/Hr.
Administrative Assistant	\$30.00/Hr.
Software Engineer	\$53.00/Hr.

Account Coordinator	\$30.00/Hr.
Account Director	\$67.00/Hr.
Account Executive	\$37.00/Hr.
Account Manager	\$40.00/Hr.
Account Supervisor	\$58.00/Hr.
Art Director	\$38.00/Hr.
Broadcast Producer	\$53.00/Hr.
Content Marketing Manager	\$36.00/Hr.
Copywriter	\$45.00/Hr.
Creative Director	\$77.00/Hr.
Creative Services Manager	\$49.00/Hr.
Group Account Director	\$92.00/Hr.
Junior Designer	\$35.00/Hr.
Planner	\$38.00/Hr.
Production Manager	\$59.00/Hr.
Proofreading	\$30.00/Hr.
Senior Art Director	\$59.00/Hr.
Senior Copywriter	\$54.00/Hr.
Senior Marketing Strategist	\$106.00/Hr.
Senior Planner	\$67.00/Hr.

**EXHIBIT "D"**  
**CERTIFICATE OF INSURANCE**

Please visit <http://purchasing.houstontx.gov/guide.shtml>, and find "Insurance & Indemnification" for the most current insurance certificates and requirements.







**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.

- II. But if the **written contract** requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.

- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Nat'l Fire Ins Co of Hartford

Insured Name: HALFF ASSOCIATES, INC.

Policy No: 6049909053  
 Endorsement No: 10  
 Effective Date: 07/12/2020

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Nat'l Fire Ins Co of Hartford

Insured Name: HALFF ASSOCIATES, INC.

Policy No: 6049909053  
Endorsement No: 10  
Effective Date: 07/12/2020



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through I. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through I. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Engineers, Architects or Surveyors Engaged By You**

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

**D. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage or the offense giving rise to such personal and advertising injury** takes place prior to the termination of such lease.

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage or the offense giving rise to such personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. ADDITIONAL INSURED – EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



Architects, Engineers and Surveyors General Liability Extension Endorsement

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES provision of this endorsement for additional coverage and restrictions applicable to spouses of natural person Insureds.

4. BOATS

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to add the following additional exception to the exclusion entitled Aircraft, Auto or Watercraft:

This exclusion does not apply to:

Any watercraft owned by the Named Insured that is less than 30 feet long while being used in the course of the Named Insured's inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:

- a. on the effective date of this Coverage Part; or
b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
  - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
  - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

**8. CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:





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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
(2) Under which the Insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses of any natural person Insured or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks damages from marital community property, jointly held property or property transferred from such natural person Insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided, however, that the spouse of a natural person Named Insured, and the spouses of members or partners of joint venture or partnership Named Insureds are Insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

10. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A - Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
2. All medical expenses under Coverage C,

that arise from occurrences or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. Damages under Coverage B, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the Insuring Agreement is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
  - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
    - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
    - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES****A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**B. Participation In Current Professional Joint Ventures**

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

**C. WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

**j. Damage to Property**

**Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

**6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

**(ii)** That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

## 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement****17. MEDICAL PAYMENTS**

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:





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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

**24. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**26. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



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- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

- 1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

20020005360489060533618





**CNA PARAMOUNT**

**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Primary and Noncontributory - Other Insurance  
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

**Primary And Noncontributory Insurance**

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

200200536049090533627



CNA74987XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: HALFF ASSOCIATES, INC.

Policy No: 6049909053  
Endorsement No: 14  
Effective Date: 07/12/2020



**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 24; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Policy No: BUA 6049909036

Policy Effective Date: 07/12/2020

Policy Page: 75 of 79



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** HALFF ASSOCIATES, INC.

**Endorsement Effective Date:** 07/12/2020

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 6; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: BUA 6049909036

Policy Effective Date: 07/12/2020

Policy Page: 22 of 79



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 36; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Policy No: WC 6049909067

Policy Effective Date: 07/12/2020

Policy Page: 64 of 65



EXHIBIT "E"

DRUG POLICY COMPLIANCE AGREEMENT

I, Anthony Sartori, P.E. Vice President as an owner or officer of  
(Name) (Print/Type) (Title)  
Halff Associates, Inc. (Engineer)  
(Name of Company)

have authority to bind Engineer with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Engineer is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Engineer that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Engineers (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results, and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Engineer that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

9/29/2020

Date

Anthony Sartori, P.E.

DocuSigned by:

*Anthony Sartori, P.E.*

4A274517E7C4407...

Signature

Vice President

Title

EXHIBIT "F"

DRUG POLICY COMPLIANCE DECLARATION

Anthony Sartori, P.E. Vice President as an owner or officer of Halff Associates, Inc. (Name) (Print/Type) (Title) (Engineer) (Name of Company)

have personal knowledge and full authority to make the following declarations:

Reporting period covers the preceding six months from March 29 to September 29, 2020

ASP Initials

A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

ASP Initials

Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31. Employees have been notified of such procedures.

ASP Initials

Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

ASP Initials

Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is 0

ASP Initials

From 3/29/2020 to 9/29/2020 the following test has occurred (Start date) (End date)

Table with 4 columns: Random, Reasonable Suspicion, Post Accident, Total. Rows: Number Employees Tested, Number Employees Positive, Percent Employees Positive.

ASP Initials

Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

ASP Initials

I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

9/29/2020 (Date)

Anthony Sartori, P.E. DocuSigned by: Anthony Sartori, P.E. 4A274517E7C4407... Vice President (Title)

EXHIBIT "G"

ENGINEER'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT

Anthony Sartori, P.E. Vice President  
\_\_\_\_\_  
(Name) (Title)

as an owner or officer of Halff Associates, Inc. (Engineer)  
\_\_\_\_\_  
(Name of Company)

have authority to bind the Engineer with respect to its bid, and hereby certify that Engineer has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved

In performing City of Houston Paving & Drainage Projects WBS # M430220-0040-3  
\_\_\_\_\_  
(Project)

Engineer agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

9/29/2020  
\_\_\_\_\_  
(Date)

Anthony Sartori, P.E.  
\_\_\_\_\_  
DocuSigned by: (Name)

Anthony Sartori, P.E.  
\_\_\_\_\_  
4A274517E7C4407  
(Signature)

Vice President  
\_\_\_\_\_  
(Title)

EXHIBIT "H"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

1. Engineer has entered into a Contract with the CITY OF HOUSTON, TEXAS ("City") to provide professional engineering services as well as related support and consulting services ("Services").
2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Department of Public Works and Engineering of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this 29th day of September, 2020.

Subcontractor Trilogy Engineering Services LLC

Decided by: Messalorian LeBlanc, MBA  
By: Messalorian LeBlanc, MBA

Title: CEO/President of Finance & Administration

EXHIBIT "H"

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4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 29th day of September, 2020.

Subcontractor JAG Engineering, Inc.

By: John A. Guajardo  
Title: President

EXHIBIT "H"

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5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 29th day of September, 2020.

Subcontractor ML&M Realty Advisors, LLC

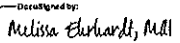
By:   
By: MELISSA ERHARDT, MAI  
Title: Managing Member

EXHIBIT "H"

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4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Department of Public Works and Engineering of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this 28 day of September, 2020.

Subcontractor HVJ Associates, Inc.

Dec. signed by: Sharmi Vandentam, PE  
By: Sharmi Vandentam, PE  
Title: Houston Branch Manager

EXHIBIT "H"

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5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 28th day of September, 2020.

Subcontractor LANGRAND

  
By: Matt Ema  
Title: CAO



EXHIBIT "H"

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5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 28th day of September, 2020.

Subcontractor Pinnacle Consulting Management Group, Inc.

Documented by  
Marcus Boyd  
By: Marcus Boyd  
Title: vice President

EXHIBIT "H"

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2. Subcontractor is or will be providing services for Engineer related to its Contract with the City.
3. In the course of Subcontractor's work for Engineer related to the provision of Services to the City, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City for which Subcontractor will be compensated by Engineer.
4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Engineer.
5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the City all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Engineer (collectively "Works"), to have and to hold the same unto the City absolutely.
6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Engineer, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the City of Houston.
7. The Subcontractor shall execute all documents required by the Engineer and the Director of the Department of Public Works and Engineering of the City ("Director") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the City shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Engineer or upon request by the Director, the Subcontractor shall deliver all Works to the City. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Exhibit.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this 28th day of September, 2020.

Subcontractor: Amani Engineering, Inc.

By: H Prasad Kotturu  
Title: President

EXHIBIT "H"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 28th day of September, 2020.

Subcontractor CJL Real Estate Appraisal & Consulting Services, LLC

DocuSigned by:  
Catherine J. Loonam  
By: Catherine J. Loonam  
Title: owner

EXHIBIT "H"


SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 28 day of September, 2020.

Subcontractor AtLink Communications Inc.

Digitized by

 \_\_\_\_\_  
By: Diinar De Silva

Title: Chief Technology Officer

EXHIBIT "H"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 28 day of August, 2020.

Subcontractor KIT Professionals, Inc.

Declassified by:  
Sudhakar Kataga, PE  
By: Sudhakar Kataga, PE  
Title: President

EXHIBIT "H"

SUBCONTRACTOR'S ASSIGNMENT OF COPYRIGHT

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IN WITNESS WHEREOF, Subcontractor has executed this Assignment as of this 28th day of September, 2020.

Subcontractor Gunda Corporation

Designated by:  
Rajesh Tanwani  
By: Rajesh Tanwani  
Title: vice President

**EXHIBIT "I"**

**FORM POP 2  
CERTIFICATION OF COMPLIANCE WITH  
PAY OR PLAY PROGRAM**

Available at <http://www.houstontx.gov/obo/popforms.html>



**City of Houston  
Certification of Compliance with  
Pay or Play Program**



Contractor Name: Half Associates, Inc. \$ 5,792,154  
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 14800 St. Mary's Lane, Suite 160

Project No.: [GFS/CIP/AIP/File No.] WBS No.: M-430220-0040-3

Project Name: [Legal Project Name] Professional Services and Technical Support for Paving and Drainage Projects

POP Liaison Name: Susie Nevitt

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

**Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.**

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	15	5
Covered Employees	15	5
Non-Covered Employees	0	0
Exempt Employees	0	0

**\*Required**

DocuSigned by: Michael Barbier above information is true and correct.

*Michael Barbier*  
22A662FDF66A4BF  
Contractor Signature

9/29/2020  
 Date

Michael Barbier, Vice President, Operations Manager, Houston  
 Name and Title (Print or type)



## EXHIBIT "J"

### CERTIFICATION OF AGREEMENT TO COMPLY WITH STANDARD DOT TITLE VI ASSURANCES APPENDIX A LANGUAGE

During the performance of this Contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.