REQUEST FOR QUALIFICATIONS
For Phase II and Phase III Engineering Design Services

The Upper Kirby Redevelopment Authority (UKRA) intends to contract with professional engineering firms to provide engineering services for the projects listed below. The work to be performed by the engineering firm under each proposed contract shall consist of Phase II and III professional engineering services pursuant to the City of Houston’s standard design criteria and UKRA’s standard design contract attached to this document. The UKRA intends for these design packages to be managed by Gunda Corporation, LLC, UKRA’s Program Manager. To qualify for selection, the submitting firm must have a professional engineer, registered in Texas, who can sign and seal the work to be performed under the contract.

The successful firm will be required to fully complete the Certificate of Interested Parties Form 1295 found on the Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Neither engineer(s) nor any person acting on engineer’s behalf shall attempt to influence the outcome of the selection or award by the offer, presentation, or promise of gratuities, favors, or anything of value to any appointed official or employee of the Upper Kirby Redevelopment Authority, their families or staff members. All inquiries regarding the solicitation are to be directed to UpperKirbyRFQs@gundacorp.com. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from engineer’s formal response to the solicitation and written requests for clarification during the period officially designated for such purpose by the UKRA Representative, neither engineer(s) nor persons acting on their behalf shall communicate with any appointed official or employee of the UKRA, their families, or staff through written or oral means in an attempt to persuade or influence the outcome of the award, or to obtain or deliver information intended to or which could reasonably result in an advantage to any engineer.

To be considered for evaluation, firms should submit a specific statement of qualifications (SOQ) for the project(s) below and may not submit more than one response to this RFQ. The submittal shall include a transmittal letter. Following the transmittal letter shall be a one-page letter from each sub-consulting firm proposed in the submittal indicating that firm’s desire to be included and indicating a general statement of the scope of services that the sub-consultant will perform if the submitting firm is selected. The length of submittal document shall not exceed 10 pages (single sided). The qualifications shall include:

- Specific technical capabilities of the firm(s) for the project(s), including, capability to prepare designs for Capital Improvement Plan (CIP) projects;
- Demonstrated experience in accomplishing similar projects;
- Demonstrated record of timeliness on similar projects;
- Demonstrated ability to find cost saving/cost effective solutions;
- Examples of effective services rendered during the construction phase of projects engineered by the firm;
- Identification and qualifications of employees proposed to be assigned on the project(s) along with their availability for the project;
- Identification and qualifications of sub-consultants proposed to be used on the project(s);
- Demonstrated knowledge of local conditions, especially knowledge relevant to scope;
- Demonstrated ability to fulfill M/WBE goals;
- List of references with contact information for whom similar work has been performed.
A committee appointed by UKRA’s Board of Directors will review the submittals and recommend the most highly qualified submitting firms for selection.

A pre-submittal meeting to discuss these solicitations will be held at 2:00 PM on June 1, 2017 in the UKRA offices at 3120 Southwest Freeway, Suite 102, Houston Texas 77098. A firm may not have more than two (2) representatives at this meeting.

**SUBMISSIONS:** Provide one (1) hard copy of a letter of interest and a pdf copy on a flash drive notifying the UKRA of the provider’s intent to be considered for these professional services, including, qualifications and accompanying statements. Submit qualifications in a sealed envelope and clearly identify firm name on the outside of the envelope. Submissions should be addressed to the Upper Kirby Redevelopment Authority, 3120 Southwest Freeway, Suite 102, Houston, Texas 77098 Attention: Jamie Brewster, President.

**DEADLINE:** Submissions will be received until 2:00 p.m. (CDT) on June 22, 2017. Submissions received after this time will not be considered. If firms wish to be considered only for specific packages of the 9 listed below, please indicate such in the letter of interest.

**PACKAGE NO. 1**  
**UK-109 - Kirby Drive Paving and Drainage Improvements from San Felipe to Westheimer**

This project will reconstruct the roadway along Kirby Drive between San Felipe Street and Westheimer Road to the latest City of Houston standards. The project will include reconstruction of the roadway, reconstruction of the sidewalks to ADA requirements, and reconstruction of traffic signals within the project area. The existing 18-inch storm sewer within the Kirby right-of-way north of Westheimer will be replaced with 24-inch RCP. All of the existing inlets and inlet leads will be replaced in accordance with City of Houston standard design requirements. The existing sanitary sewer will be upsized from 24-inch and 36-inch pipe to 30-inch and 42-inch pipe.

Anticipated Milestones:

**PACKAGE NO. 2**  
**UK-113 - Greenbriar Drainage Improvements**

The main storm sewer trunk will be upsized with 36-inch to 78-inch RCP with the laterals from 24 to 36 inches in diameter. Greenbriar Drive between Westheimer Road and US Highway 59 will be completely replaced with new concrete pavement following the existing pavement cross section. Pavement conditions on the adjacent side streets vary causing varying recommendations concerning partial or complete removal or replacement of pavement.

- Kipling Street between Westgate Street and Newman Street
- West Alabama Avenue West of Greenbriar Drive
- Sul Ross Avenue West of Greenbriar Drive
- West Main Street from Greenbriar Drive to Morningside Drive
- Richmond Avenue West of Greenbriar Drive
- Lexington Avenue from Greenbriar Drive to South Sandman Street

The existing aerial private utilities between Richmond Avenue and US Highway 59 will be relocated into underground ducts that will be constructed with this project. Coordination with all existing aerial private utilities is required.

Anticipated Milestones:
PACKAGE NO. 3  
UK-118 – Buffalo Speedway Paving & Drainage Improvements from US Highway 59 to Westheimer Road

Improvements include the replacement of the existing 24-inch storm sewers with 36-inch and 42-inch diameter RCP from south of Westheimer Road to US Highway 59. All inlets and leads will be replaced in accordance with the current City of Houston design requirements. The pavement along Buffalo Speedway will be reconstructed to current City of Houston standards following the existing lane configuration – a 4-lane boulevard with two (2) lanes in each direction and three (3) lanes southbound south of Richmond Avenue. All sidewalks between Westheimer Road and US Highway 59 will be replaced with minimum 6-foot wide concrete sidewalks. The existing 12-inch water line between Westheimer Road and US Highway 59 will be replaced size-for-size. The existing 8-inch to 12-inch sanitary sewers between West Alabama and Danville Street will be replaced size-for-size. The existing aerial private utilities between Westheimer Road and US Highway 59 will be relocated into underground ducts that will be constructed with this project. Coordination with all existing aerial private utilities is required.

Anticipated Milestones:  

PACKAGE NO. 4  
UK-119 – Westpark Paving and Drainage Improvements from Kirby to Edloe

Storm sewers along Westpark Drive will be replaced with 24-inch and 30-inch RCP between Edloe Street and Buffalo Speedway and with 24-inch to 42-inch RCP between Buffalo Speedway and Kirby Drive. All inlets and leads will be replaced in accordance with current City of Houston design requirements. The pavement along Westpark Drive will be replaced to current City of Houston standards as a 4-lane concrete roadway. Between Wakeforest Street and Kirby Drive, the proposed cross section will include a 10-foot wide median. All sidewalks along the south side of the road between Edloe Street and Kirby Drive will be replaced with a minimum 6-foot concrete sidewalk. To replace the bicycle lanes previously lost on Westpark Drive, construction of a 14-foot wide shared path within the 50-foot METRO right-of-way adjacent to the north side of Westpark Drive is anticipated.

Anticipated Milestones:  

PACKAGE NO. 5  
UK-120A – West Alabama Paving and Drainage Improvements from Kirby to Shepherd

West Alabama improvements include the replacement of the existing 18-inch storm sewers between Revere Avenue and Greenbriar Drive with 48-inch RCP. The existing inlets, leads, and trunk collector storm sewers between Kirby Drive and Revere Avenue, with the exceptions of the intersections of Kirby Drive and Shepherd Drive, will be replaced in conformance with current City of Houston design requirements. The pavement along West Alabama will be reconstructed with a 44-foot wide concrete pavement section meeting the current City of Houston design standard and providing a minimum of one (1) lane in each direction with a center or left turn lane. Bicycle facilities will be provided along the corridor and will be coordinated with the City of Houston’s improvements east of Shepherd Drive. The existing sidewalks will be replaced with minimum 6-foot wide concrete sidewalks and will be coordinated with the placement of the proposed bicycle facilities throughout the corridor. The existing aerial private utilities between Kirby Drive and Shepherd Drive...
will be relocated into underground ducts that will be constructed with this project. Coordination with all existing aerial private utilities is required.


PACKAGE NO. 6
UK-120B – West Alabama Paving and Drainage Improvements from Buffalo Speedway to Kirby

The existing inlets, leads, and trunk collector storm sewers between Buffalo Speedway and Kirby Drive, with the exceptions of the intersections of Eastside Street and Kirby Drive, will be replaced in conformance with current City of Houston design requirements. The pavement along West Alabama will be reconstructed with a 44-foot wide concrete pavement section meeting the current City of Houston design standard and providing a minimum of one (1) lane in each direction with a center or left turn lane. Bicycle facilities will be provided along the corridor and will be coordinated with the City of Houston’s improvements west of Buffalo Speedway. The existing sidewalks will be replaced with minimum 6-foot wide concrete sidewalks and will be coordinated with the placement of the proposed bicycle facilities throughout the corridor. The existing aerial private utilities between Buffalo Speedway and Kirby Drive will be relocated into underground ducts that will be constructed with this project. Coordination with all existing aerial private utilities is required.

Initiation of Construction: FY 2024.

PACKAGE NO. 7
UK-121 – Edloe Paving and Drainage Improvements

Between Westpark Drive and Bissonnet Street, the pavement along Edloe Street will be replaced with new concrete pavement meeting the current City of Houston design standards and following the existing lane configuration of three (3) lanes in each direction. The 11-foot by 6.5-foot reinforced concrete box storm sewer under Edloe Street serves as the enclosure of HCFCD unit D111-01-00 Poor Farm Ditch that conveys drainage from the US Highway 59 and Westpark Drive corridors to Brays Bayou and will remain. All existing inlets and leads along Edloe Street will be removed and replaced to current City of Houston design standards. A new 12-inch sanitary sewer will be constructed between Westpark Drive and Bissonnet Street. This project must coordinate with the proposed improvements along Westpark Drive and Bissonnet Street. The existing bridge over US Highway 59 will remain.

Initiation of Construction: 2nd Quarter 2023.

PACKAGE NO. 8
UK-122 – Bissonnet Paving and Drainage Improvements

Improvements along Bissonnet Street include the replacement of the existing 24-inch and 36-inch storm sewers with 36-inch to 54-inch RCP. All inlets and leads will be replaced in accordance with the current City of Houston design requirements. The pavement along Bissonnet Street will be reconstructed to current City of Houston design standards with two (2) lanes in each direction separated by a 14-foot wide median. All sidewalks between Edloe Street and Buffalo Speedway will be replaced with minimum 6-foot wide concrete sidewalks. A new 12-inch sanitary sewer will be constructed between Edloe Street and Buffalo Speedway.

PACKAGE NO. 9
UK-126 – Kirby Drive Paving Improvements from US59 to Bissonnet

Improvements include replacement of the existing inlets and leads along Kirby Drive between US Highway 59 and Bissonnet Street per current City of Houston design standards. The pavement along Kirby Drive will be reconstructed to current City of Houston requirements for a concrete roadway with three (3) lanes in each direction between US Highway 59 and Bissonnet Street. All sidewalks will be replaced with minimum 6-foot wide concrete sidewalks. The existing aerial private utilities between US Highway 59 and Bissonnet Street will be relocated into underground ducts that will be constructed with this project. Coordination with all existing aerial private utilities is required.

Anticipated Milestones:  
SAMPLE CONTRACT

CONTRACT

FOR

PHASES II AND III

PROFESSIONAL ENGINEERING SERVICES

FOR DESIGN OF:

Project Name

FILE NO. UK-X, WBS No. T19XXX-000X-3

THE STATE OF TEXAS

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COUNTY OF HARRIS:

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THIS CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES is made on the date countersigned by the Director, Planning and Development, City of Houston, by and between UPPER KIRBY REDEVELOPMENT AUTHORITY ("UKRA"), a non-profit local government corporation created under the laws of the State of Texas and principally situated in Harris County, and Engineer Firm Name (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:

UKRA

President

Upper Kirby Redevelopment Authority

3120 Southwest Freeway, Suite 102

Houston, Texas 77098

Engineer

Engineer Signatory Name

Engineer Firm Name

Address

City, Texas 7XXXX

RECITALS:

WHEREAS, UKRA desires to obtain professional engineering services in connection with the planning and 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
DEFINITIONS USED IN THIS CONTRACT

1.1 Additional Services: Services that are not part of Basic Services but are included in the list of Additional Services in Section 2.6.

1.2 Basic and Additional Services Fee Markups: Fee factors to be applied to Engineer’s Basic and Additional Services costs shall be as follows:

1.2.1 Consultant Subcontracts:
   .1 Consultant Subcontract Cost: The ordinary and reasonable cost of Consultant subcontracts made by Engineer and approved by the President for the principal purpose of obtaining the professional services of others in connection with the performance of any service under this Contract.
   .2 Consultant Markup: The markup factor to be added to the Consultant Subcontract Cost or contract personnel cost is 8%.

1.2.2 Engineer’s Fees:
   .1 Raw salary: The actual cost of salary (annual base salary (excluding bonuses) divided by 2080) of an employee or Engineer for each hour during which such employee is actively performing services of benefit to UKRA and directly related to the Project. Maximum raw salary rates by employee category for the duration of the Contract are shown on Exhibit "D" attached hereto and, by reference, incorporated.
   .2 Raw Salary Multiplier: The Raw Salary Multiplier (when applied to Raw Salary) is «rawsal» 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 at Exhibit “D”. All other categories of service are treated as overhead and are a part of Raw Salary Multiplier. Payments to contract personnel and personnel employed through employment agencies are not subject to enhancement by the Raw Salary Multiplier.

1.3 City: The City of Houston.

1.4 City Personnel: All City employees, but not elected officials.

1.5 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.

1.6 Construction Package: The whole or a part of the Project pursuant to Section 2.2.3.

1.7 Consultant: The professional Consultant or other professional entity subcontracted by Engineer to provide a portion of Engineering services required under the UKRA-Engineer Contract.

1.8 President: The President of Upper Kirby Redevelopment Authority or such other person
designated from time to time by the President by notice to Engineer to administer this Contract on behalf of UKRA.

1.9 **Documents**: The reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, the original transparencies of all drawings, Construction Documents, and other work products obtained by or prepared by Engineer as part of its services under this Contract. The President shall specify the medium and format in which Engineer shall provide such documents.

1.10 **Engineer**: As defined in the preamble of this Contract, including its successors and assigns.

1.11 **Limit on Phase I Compensation**: Not used.

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

1.13 **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/UKRA staff. The Project Schedule shall be drafted by Engineer in consultation with the President, approved by the President, and updated monthly at the time of invoice submittal.

1.14 **Reimbursable Expenses**: Reimbursable Expenses are limited to the following: (1) 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 President as a Basic or Additional Service; and (2) the ordinary and reasonable cost of copying and printing incurred by the Engineer in the course of producing bid-ready documents under this Contract, including any sales tax Engineer is legally required to pay for Reimbursable Expenses. Costs for copying, printing, postage, delivery services, long distance telephone calls, and any additional expenses incurred by the Engineer for interim or review submittals are not reimbursable.

1.15 **UKRA**: The Upper Kirby Redevelopment Authority, including its successors and assigns.

1.16 **Work**: The entire construction required to be provided by the Construction Documents. The Work may constitute the whole or a part of the Project.

**ARTICLE 2**

**DUTIES OF ENGINEER**

2.1 **Services in General**: Engineer agrees to provide prompt and efficient professional services in relation to the design of the Project for the fees hereinafter specified. Engineer shall coordinate his performance of the services hereunder with the President and such other persons as the President may specify. Engineer shall make periodic verbal or written reports and recommendations to the President 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 President. Engineer shall, upon written request, provide the President with a copy of written materials prepared by Engineer or made available to it as a result of its performance under this Contract. Engineer's performance hereunder shall be performed with care and diligence and shall be in accordance with the standards prevailing in the State of Texas for engineering services performed for similar projects at the time such services are performed.
2.1.1 Engineer agrees to perform such specific tasks as are set forth in this Article 2 of the Contract as well as in Exhibit "A", which is attached hereto and made a part hereof for all purposes. Provided, however, in the event of an inconsistency between the terms of this article relating to Basic or Additional Services and the terms of Exhibit "A", exclusively with respect to the content of the scope of services and required submission Documents, the terms of Exhibit "A" shall control. UKRA may use a Construction Manager as well as UKRA 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 UKRA for complete design of the Project.

2.2 Basic Services: The Basic Services in this Contract are divided into two distinct phases: (1) Phase II - Final Design; and (2) Phase III - Construction Phase Services. Engineer shall perform the services required for each Phase of this Contract only upon receipt of written notice of acceptance of the preceding Phase and authorization by the President to commence Engineer's performance of services for that specific Phase and that adequate funds have been allocated for that Phase. Engineer understands and acknowledges that UKRA may determine not to proceed with this Contract after completion of Engineer's services for Phase II - Final Design.

2.2.1 Final Designs shall conform to the provisions of the edition of the City of Houston Department of Public Works and Engineering publication entitled: "Infrastructure Design Manual" in effect at the time of the execution of this Contract or other design criteria provided for this Contract by the President.

2.2.2 Engineer shall attend meetings including periodic progress review meetings with UKRA, the City and those personnel designated by the President. Engineer shall coordinate the performance of services hereunder with the President and governmental agencies and other bodies having jurisdiction over this Project or UKRA/City consultants performing services related to the Project.

2.2.3 Engineer agrees to perform the services set forth below in Sections 2.3, 2.4 and 2.5 and as further described in Exhibit "A" for each applicable Phase as authorized by the President. The President may reduce the scope of services for any of the Phases for the Project: (1) Phase II - Final Design; and (2) Phase III – Construction Phase Services or may divide the Project into separate Construction Packages by issuing written notice describing 1) the scope of the reduced Project or the scope of each Construction Package, 2) the revised Time of Performance.

2.2.4 Time is of the essence to the performance by the Engineer under this Contract.

2.3 Phase I - Preliminary Design: Not used.

2.4 Phase II - Final Design: Upon issuance of a notice to proceed for Phase II services setting out the agreed lump sum for such services and based upon approved preliminary design Documents and any further adjustments in the scope or quality of the Project authorized by the President, Engineer shall perform the following Phase II services during the Project:

.1 Submit to the President within 10 days of the 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 Prepare detailed Construction Documents based on the guidelines provided by the President. The
Construction Documents shall set forth recommended alternate bid items for the Project in a
manner that permits ready evaluation and comparison.

3 Inform the President 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. Engineer does not guarantee that bids will not vary from the estimate;

4 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; obtain the
signatures of City officials indicated by the City’s standard title block for drawings;

5 Design the Project in compliance with the requirements of applicable laws, codes, and regulations,
including the City of Houston Building Code and the City of Houston Infrastructure Design
Manual in effect at the time of execution of this Contract (which are expressly made applicable to
this Project); make revisions to the Construction Documents necessary to provide clarifications or
to correct discrepancies; and provide the President with Documents necessary for obtaining a City
building permit and other required permits for the Project. The Construction Documents shall
conform to applicable federal, state, and City regulations;

6 Deliver to the President:
   (1) a detailed construction cost estimate at the completion stages of Phase II identified in Exhibit
        "A";
   (2) 3 full-size copies and 2 CDs of the recommendations, analyses and other deliverables
        identified for each milestone in Exhibit “A” for UKRA review;
   (3) 1 full-size copy and 12 CDs containing the recommendations, analyses and other deliverables
        identified for each milestone in Exhibit “A” for City review; and
   (4) Construction Documents identified in Exhibit "A".

7 Assist UKRA in securing bids for the construction of the Project based upon the Construction
Documents; attend prebid conferences; prepare all required addenda to revise the Construction
Documents (1) provide clarification, (2) correct discrepancies, (3) correct errors and omissions;
assist UKRA in evaluating the bid proposals; prepare tabulations of bids received; and furnish
UKRA three copies of the bid tabulation and a written recommendation for the award of a
construction contract for the Project; and assist in the preparation of a construction contract
between UKRA and the successful bidder.

2.5 Phase III - Construction Phase Services: Upon issuance of a notice to proceed for Phase III
services setting out the agreed lump sum for such services, 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. Phase III services shall include, but not be limited to, the following:

.1 Participate in pre-construction conferences and construction progress meetings;
.2 Make visits to the Project site at appropriate intervals identified in Exhibit "A" as construction proceeds to observe and report on the progress and the general quality of the executed Work. The reports shall be in writing, shall include all referenced supporting documents and shall advise the President of deviations from the Construction Documents or the contractor's construction schedule observed by or brought to the attention of Engineer. Such reports shall be submitted in a timely manner so as not to cause delay in the progress of the Work. In performing these services, the personnel provided by Engineer 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;
.3 Review and take appropriate action upon the shop drawings, samples, and other submissions furnished by the construction contractor and submitted to Engineer by UKRA. Engineer shall determine if the shop drawings, samples, and other submissions conform to the requirements of the Construction Documents. Engineer shall notify the President 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 UKRA unless approved in advance by the President. Engineer shall maintain a log of all contractor submittals which shall include the submittal date, the action taken, and the date returned;
.4 Prepare supporting data and provide other services (including revisions to Construction Documents) at no charge to UKRA 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, (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;
.5 Review laboratory, shop, and mill tests of material and equipment for general conformance with Contract Document requirements and report to the President in writing on such matters;
.6 Provide design clarifications and recommendations to assist UKRA in resolving field problems relating to the construction;
.7 Evaluate contractor change and cost proposals and substitutions and recommend to UKRA to either approve or disapprove the contractor's proposal or substitution, unless instructed not to do so by the President;
.8 Perform, together with the UKRA/City's representatives, observations of the construction site to determine the dates of substantial and final completion of the Work. Engineer shall make a recommendation to the President as to the issuance of the final certificate of payment;

.9 No less than thirty days (30) and no more than forty-five (45) days before the expiration of the correction period established by the Construction Documents, Engineer, in company with the President, shall observe the construction site. Within fourteen days after such observation, Engineer shall furnish the President with a written report enumerating items which require repair or replacement as provided under the correction period provisions of the Construction Documents;

.10 To avoid misunderstandings or questions, Engineer understands and agrees that the President 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 contractor, to reject work done by the contractor, or to require special inspections or tests. Engineer, however, shall provide continuing counsel to the President throughout the construction of the Project; and

.11 Post changes on original "record drawings" in whatever format specified by the President at time of execution. The drawings shall become the property of UKRA and shall show significant changes made in the Work during the construction of the Project. Such changes shall be based upon marked up "record drawings", prints, field sketches, and other data furnished to Engineer by UKRA and the contractor, upon change orders issued during construction, and upon on-site observations of Engineer.

.12 Notwithstanding anything in this Agreement and its attachments, the Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents.

2.6 **Additional Services**: Engineer shall perform the Additional Services specified below if and when the President authorizes such services, in advance describing the scope in detail and cost of the Additional Services, in writing:

2.6.1 **Route Topographical Survey Additional Services**:

.1 Perform or obtain the services of a Registered Professional Land Surveyor Consultant to perform Topographical survey services.

.2 Associated office work under the direction of a Registered Professional Land Surveyor.

.3 Delivery of Topographical survey - Original survey field books and electronic files, survey control map, and survey drawing to the President.

2.6.2 **Right-of-Way, Easement or Property Acquisition Survey Additional Services**:

.1 Perform or obtain the services of a Registered Professional Land Surveyor Consultant to perform Survey services for acquisition of right-of-way, easement, or property.
2. Associated office work under the direction of a Registered Professional Land Surveyor.
3. Delivery of Survey for acquisition of right-of-way, easement, or property - Right-of-way survey maps and metes and bound descriptions.

2.6.3 Not used.

2.6.4 **Drug Detection and Deterrence:**
1. Conduct random, reasonable suspicion, and post accident drug testing necessary to comply with Article 7, Basis for Testing of Executive Order 1-31, for this Project.

2.6.5 **Other Additional Services:**
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 President two bound copies of the report.
2. 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 President. 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 limits set out in Section 1.14 of this Contract;
3. Prepare special studies and reports, such as environmental Documents (including representation and testimony at hearings and community meetings), grant applications, etc.;
4. Assist UKRA in securing any special licenses or permits which may be required for the completion of the Project, it being understood by the parties that the fees for said special licenses and permits will be paid by UKRA;
5. Prepare Project-specific traffic control Plans consistent with the Texas Manual of Uniform Traffic Control Devices (TMUTCD);
6. Prepare pollution prevention plans consistent with the Texas Commission on Environmental Quality Pollutant Discharge Elimination System (TPDES) Permit requirements;
7. Provide Urban Forestry services;
8. 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 President (which independent cost estimate shall be in addition to the cost estimates prepared by Engineer);
9. 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;

.10 Provide storm sewer television inspection services;

.11 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;

.12 Provide, in the event of termination of Engineer's services pursuant to Section 4.1, 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.);

.13 Provide Permanent Traffic Signal Design and Fiber Optic Communications Design;

.14 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 President, required to address changed conditions or change in direction previously approved by the President, mandated by changing governmental laws, or necessitated by UKRA's acceptance of substitutions proposed by the contractor;

.15 Prepare supporting data and other services in connection with change orders, other than those change orders and related services included in Section 2.5.4;

.16 Consult with the UKRA/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;

.17 Prepare Hydraulic Impact Analysis;

.18 Provide landscape and streetscape design for the project including, but not limited to, landscape design, irrigation design, street furniture layout, sidewalk layout, paver design and layouts, street lighting and pedestrian lighting layouts, and holiday lighting provisions;

.19 Provide electrical design of the pedestrian lighting;

.20 Provide any additional services as described in Exhibit "A" or other services related to the Project not otherwise included in the Basic Services or other Additional Services as required by President; and

.21 Reestablish survey monuments when necessary.

.22 Perform services in the event the Basic services are suspended by the President for a period exceeding twelve months, and the Engineer provides evidence satisfactory to the President that additional effort is necessary to resume the Basic services.
Unless instructed otherwise by the President, cooperate fully with surety’s representative in the event of Contractor default; permit surety to copy all relevant documents at surety’s expense.

2.7 **Time of Performance:** Engineer shall perform the Basic Services as set forth in Sections 2.3, 2.4, and 2.5 in accordance with the following:

   - **Phase I - Preliminary Design:** Not applicable.
   - **Phase II - Final Design:** Final Design shall be completed per the schedule in Exhibit B for the Utility Construction Package and the Civil and Streetscape Construction Package.
   - **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.

2.7.1 Time taken for review of Phase II designs by UKRA/City personnel shall be in addition to the calendar day periods specified in Section 2.7. In the preparation of the Project Schedule, Engineer shall allow at a minimum, 21 calendar days for UKRA/City review of Phase II.

2.7.2 Engineer shall not commence a Phase until it receives a written notice from the President to proceed with that Phase. Upon written request of Engineer to the President and the President's approval, UKRA shall grant time extensions during each Phase for any delays caused by the City/UKRA or other agencies with which the services must be coordinated and over which Engineer has no control.

2.8 **Insurance:** Engineer shall provide and maintain certain insurance 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:** The insurance, at a minimum, must include the following coverages and limits of liability:

<table>
<thead>
<tr>
<th>(COVERAGE)</th>
<th>(LIMIT OF LIABILITY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory for Workers' Compensation</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>Bodily Injury by Accident $100,000 (each accident)</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury by Disease $100,000 (policy limit)</td>
</tr>
<tr>
<td></td>
<td>Bodily Injury by Disease $100,000 (each employee)</td>
</tr>
<tr>
<td>Commercial General Liability:</td>
<td>Bodily Injury and Property Damage, Combined Limits of</td>
</tr>
<tr>
<td>Bodily and Personal Injury; Products and Completed Operations Coverage</td>
<td>$1,000,000 each Occurrence, and $1,000,000 aggregate per 12-month period (defense costs excluded from face amount of policy)</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos</td>
</tr>
<tr>
<td>Professional Liability Coverage</td>
<td>$1,000,000 per claim/aggregate</td>
</tr>
<tr>
<td>Excess Liability Coverage for Commercial General Liability and Automobile Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Aggregate Limits are per 12-month policy period unless otherwise indicated.**

If professional liability coverage is written on a "claims made" basis, Engineer 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 2 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.
2.8.1.1 **Form of Policies:** The insurance may be in one or more policies of insurance, the form of which must be approved by the President and UKRA Attorney; however such approval shall never excuse non-compliance with the terms of this Section.

2.8.1.2 **Issuers of Policies:** The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall 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 edition of Best's Key Rating Guide.

2.8.1.3 **Additional Insured Parties:** Each policy, except those for Workers’ Compensation, Employer's Liability and Professional Liability, must name the City, Reinvestment Zone Number 19 of the City (Zone), Harris County Improvement District No. 3 (District), UKRA and its officers, employees and representatives, including the Program Manager, Gunda Corporation, LLC (collectively the “Insured Parties”) as additional insured on the original policy and all renewals or replacements during the term of this Contract.

2.8.1.4 **Deductibles:** Engineer shall be responsible for and pay any claims or losses to the extent of any deductible amounts in its policies and waives any claim it may ever have for same against the Insured Parties.

2.8.1.5 **Cancellation:**

1. Engineer shall notify UKRA in writing prior to any cancellation or material change to Engineer’s insurance coverage per standard ISO Acord form wording and the policy provisions. Within the period, Engineer shall provide other suitable policies in lieu of those about to be canceled or non-renewed so as to maintain in effect the required coverage. If Engineer does not comply with this requirement, UKRA, at its sole discretion, may:

1. immediately suspend Engineer from any further performance under this Contract and begin procedures to terminate for default, or
2. purchase the required insurance with UKRA funds and deduct the cost of the premiums from amounts due to Engineer under this Contract.

2.8.1.6 **Subrogation:** Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Insured Parties.

2.8.1.7 **Primary Insurance:** Each policy hereunder, except Workers' Compensation and Professional Liability insurance shall be primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder.

2.8.1.8 **Liability for Premium.** Liability for Premium: Engineer shall be solely responsible for payment of all insurance premiums hereunder, and UKRA shall not be obligated to pay any premium.

2.8.1.9 **Consultants:** Engineer shall require all Consultants whose subcontracts exceed $100,000 to provide proof of professional liability insurance coverage meeting all requirements above except amount. The amount shall be commensurate with the amount of subcontract, but shall in no event be less than $500,000 per claim.
2.8.2 Delivery of Policies:

.1 At the time this Contract is signed and as long as this Contract continues, Engineer must furnish to
UKRA certificates of insurance that meet the requirements of this Contract. These certificates
must bear the Engineers name for which they are insured.

.2 Every certificate of insurance Engineer delivers for the Project shall:
   .1 Be less than 12 months old;
   .2 Include all pertinent identification information for the Insurer, including the company
      name and address, policy number, NAIC number or AMB number, and authorized
      signature;
   .3 Include the Project name and reference numbers and indicates the name and address of
      the Project Manager in the Certificate Holder Box; and
   .4 Be appropriately marked to accurately identify:
      .1 All coverages and limits of the policy;
      .2 Effective and expiration dates; and
      .3 Waivers of subrogation, endorsement of primary insurance and additional
         insured language, as described above.

.3 Engineer shall continuously and without interruption, maintain in force the required insurance
coverage specified in this Section. If Engineer does not comply with this requirement, UKRA, at
its sole discretion, may:
   .1 Immediately suspend Engineer from any further performance under this Contract and
      begin procedures to terminate for default, or
   .2 Purchase the required insurance with UKRA funds and deduct the cost of the premiums
      from amounts due to Engineer under this Contract.

.4 UKRA shall never waive or be estopped to assert its rights to terminate this Contract because of its
acts or omissions regarding its review of insurance documents.

.5 Engineer shall, upon UKRA’s request, deliver an assurance letter from Engineer’s insurer stating
that the insurer intends to issue Engineer a new policy that meets the terms of this Article.

2.8.3 Other Insurance: Not applicable.

2.9 INDEMNITY PROVISIONS:

2.9.1 General Indemnity. ENGINEER SHALL BE RESPONSIBLE TO UKRA, THE CITY,
REINVESTMENT ZONE NUMBER 19 (ZONE), THE HARRIS COUNTY IMPROVEMENT DISTRICT
NO. 3 (DISTRICT), AND THEIR RESPECTIVE OFFICERS, DIRECTORS, DESIGNATED AGENTS,
CONSULTANTS OR SUBCONTRACTORS INCLUDING THE PROGRAM MANAGER GUNDA
CORPORATION, LLC (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FOR THE ACTS AND
OMISSIONS OF ITS EMPLOYEES, ITS SUBCONTRACTORS OF ANY TIER AND THEIR AGENTS
AND EMPLOYEES, AND ALL OTHER PERSONS PERFORMING ANY OF THE SERVICES
IDENTIFIED IN THIS AGREEMENT UNDER A CONTRACT WITH ENGINEER (COLLECTIVELY, THE “ENGINEER PARTIES”). ACCORDINGLY, ENGINEER AGREES TO INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST ALL LIABILITY, LOSS, DAMAGE AND EXPENSE (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY’S FEES AND COSTS), TO THE EXTENT CAUSED BY THE ACTS AND/OR OMISSIONS OF THE ENGINEER PARTIES (WHETHER DUE TO NEGLIGENCE OR GROSS NEGLIGENCE), IN CONNECTION WITH THIS AGREEMENT.

2.9.2. Personal Injuries or Property Damage. ENGINEER HEREBY COVENANTS AND AGREES TO, AND DOES HEREBY, DEFEND, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS, INCLUDING DEATH, TO PERSONS OR PROPERTY, SUSTAINED IN CONNECTION WITH ANY PERFORMANCE BY THE ENGINEER PARTIES UNDER THIS AGREEMENT, INCLUDING AND TO THE EXTENT, WITHOUT LIMITATION, THOSE CAUSED BY:

1. THE ACTUAL OR ALLEGED NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR OMISSIONS OF THE ENGINEER PARTIES;

2. THE ENGINEER PARTIES’ ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT; AND

3. THE ENGINEER PARTIES’ ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT.

ENGINEER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THIS AGREEMENT TERMINATES. ENGINEER’S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. ENGINEER SHALL NOT INDEMNIFY THE INDEMNIFIED PARTIES FOR THE INDEMNIFIED PARTIES’ NEGLIGENCE.

2.9.3. City, District and UKRA Property. ENGINEER ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, THE DISTRICT AND THE UKRA FOR INJURY OR DAMAGE TO CITY, DISTRICT OR UKRA PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSION OF THE ENGINEER PARTIES OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES OR INVITEES.

2.9.4. RELEASE. ENGINEER AGREES TO AND SHALL RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE OR LOSS TO PERSONS OR
PROPERTY SUSTAINED IN CONNECTION WITH AND TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF THE ENGINEER PARTIES UNDER THIS AGREEMENT.

2.9.5. ENGINEER SHALL REQUIRE ALL ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS OF ANY TIER) ENGAGED TO PERFORM SERVICES ON THE PROJECTS FOR UKRATO RELEASE AND INDEMNIFY THE INDEMNIFIED PARTIES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PARTIES HEREUNDER.

2.9.6. Indemnification procedures.

A. Notice of Claims. If the Indemnified Parties or Engineer receive notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:

   i. A description of the indemnification event in reasonable detail;
   ii. The basis on which indemnification may be due; and
   iii. The anticipated amount of the indemnified loss.

This notice does not estop or prevent the Indemnified Parties from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the Indemnified Parties do not provide this notice within the ten (10) day period, they do not waive any right to indemnification except to the extent that the Engineer is prejudiced, suffers loss, or incurs expense because of the delay.

B. Defense of Claims. (a) Assumption of Defense. Engineer may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Parties. Engineer shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, Engineer must advise the Indemnified Parties as to whether or not it will defend the claim. If Engineer does not assume the defense, the Indemnified Parties shall assume and control the defense, and all defense expenses constitute an indemnification loss.

   (b) Continued Participation. If Engineer elects to defend the claim, the Indemnified Parties may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Engineer may settle the claim without the consent or agreement of the Indemnified Parties, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Parties to comply with restrictions or limitations that adversely affect the Indemnified Parties; (ii) would require the Indemnified Parties to pay amounts that the Engineer does not fund in full; or (iii) would not result in the Indemnified Parties’ full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

2.9.7 The indemnifications set out above apply whether: (i) the activities involve employees, independent contractors, or agents of Engineer, or (ii) the claim results in a monetary obligation that exceeds any contractual commitment made by Engineer or any such other parties.
2.9.8 The indemnifications set out above extend to the successors and assigns of Engineer, and the indemnifications and releases survive the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Engineer.

2.9.9 Engineer will procure, within an insurance policy obtained pursuant to this Article 2, specific insurance coverage to cover the indemnifications set out above, in accordance with the terms of this Section 2.9.

2.9.10 The indemnities set out above shall not be limited as to amount or type of damages by the provisions of any worker’s compensation act, disability act or other employee benefit act.

2.10 No Limitation of Liability of Others: Notwithstanding the limitation of liability conferred upon Engineer contained in this Article 2, such limitation of liability will in no way attach to or include or benefit any other engineer engaged in work or services on the Projects.

2.11 Limitation of Liability for Special Damages: In no event shall UKRA, Engineer, the Zone, the District and/or the City be liable under any claim, demand or action (whether arising in contract, tort or otherwise) arising out of or relating to this Agreement for any special, indirect, incidental, exemplary or consequential damages (including, but not limited to, loss of anticipated profits, loss of use or business disruption), regardless of whether or not such entity, its employees or agents, have been advised of the possibility or likelihood of such damages.

2.12 Ownership of Documents: Engineer shall grant and assign and hereby does grant and assign to UKRA all right, title, interest and full ownership worldwide in and to any work, invention and all Construction 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 specially developed by the Engineer, its agents, employees, contractors and subcontractors pursuant to this Contract (collectively "Works"), to have and to hold the same unto UKRA absolutely.

2.12.1 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 President, 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 UKRA/City of Houston.

2.12.2 Engineer shall execute all documents required by the President to further evidence such assignment and ownership. Engineer shall cooperate with UKRA 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, UKRA 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 President, Engineer shall deliver all Works to UKRA. Engineer shall obtain written agreements in the form specified in Exhibit “J” from its agents, contractors and subcontractors performing work hereunder which bind them to the terms contained in this Section.
2.12.3 The Engineer may, however, retain copies of such Documents. The Engineer shall have the right of use such copies internally, but the Engineer may not sell, license or otherwise market such Documents. Upon request by the President, the Engineer shall deliver such Documents to UKRA.

2.12.4 Engineer does not represent that the Documents are or are intended to be, suitable for use on other Projects or extensions of this Project. Engineer shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

2.13 **Consultants:** Engineer shall not subcontract any part of its Contract without approval by the President. Engineer shall be responsible for services performed by Consultants to the same extent as if the services were performed by Engineer. Engineer shall replace any Consultant when requested to do so by the President, who shall state the reasons for such request. Engineer shall provide the President with a copy of any of its Consultant subcontracts at President’s request.

2.14 **Payment of Consultants:** 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. Engineer agrees to protect, defend, and indemnify UKRA from any claims or liability arising out of Engineer's failure to make such payments. Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of Engineer to comply with the decisions of the arbitrator may, at the sole discretion of UKRA, be deemed a material breach leading to termination of this Contract.

2.15 **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.

2.16 **Equal Employment Opportunity:** The Provisions set out in the attached Exhibit "C" are incorporated herein by reference for all purposes.

2.17 **Minority and Women Business Enterprises Participation:** It is UKRA’s policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in UKRA 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.

2.17.1 Engineer shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Contract to MWBEs. The City’s policy does not require Engineer to in fact meet or exceed this goal, but it does require Engineer to objectively demonstrate that it has made good faith efforts to do so. To this end, Engineer shall maintain records showing

(a) subcontracts and supply agreements with Minority Business Enterprises,

(b) subcontracts and supply agreements with Women’s Business Enterprises, and
specific efforts to identify and award subcontracts and supply agreements to MWBEs. Engineer shall submit periodic reports of its efforts under this Section to the President in the form and at the times he or she prescribes.

2.17.2 Engineer shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas if directed to do so by the resident. All Contracts must contain the terms set out in Exhibit "I". 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.

2.18 **Drug Abuse Detection and Deterrence**

2.18.1 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.

2.18.2 Before UKRA signs this Contract, Engineer shall file with the President:

.1 a copy of its drug-free workplace policy,

.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit “F,” together with a written designation of all safety impact positions and, if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit “H.”

2.18.3 If Engineer files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Contract or on completion of this Contract if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit “G.” Engineer shall submit the Drug Policy Compliance Declaration to the President within thirty days of the expiration of each 6-month period of performance and within 30 days of completion of this Contract. The first 6-month period begins to run on the date UKRA issues its notice to proceed or if no notice to proceed is issued, on the first day Engineer begins work under this Contract.

2.18.4 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.

2.18.5 Engineer shall require that its subcontractors comply with the Executive Order, and Engineer shall secure and maintain the required documents for City/UKRA inspection.

2.19 **Confidentiality:** Engineer and each of its Consultants shall keep all Documents and UKRA/City work products or data it receives in the strictest confidence. Engineer shall not divulge such records or the information contained therein except as approved in writing by the President or as otherwise required by law.

2.20 **Licenses and Permits:** Engineer shall obtain, maintain, and pay for all licenses, permits, and certificates needed to perform its services, including all professional licenses required by any statute, ordinance,
rule, or regulation. Engineer shall immediately notify the President of any suspension, revocation, or other detrimental action against his or her license.

**ARTICLE 3**

**DUTIES OF UKRA**

3.1 **Fees, In General:** Subject to all the terms and conditions of this Contract, UKRA shall pay fees to the Engineer as specified in Sections 3.2 and 3.3 and for all services rendered by Engineer in accordance with the terms and conditions of this Contract, but subject to Section 3.4 hereof relating to appropriations made by UKRA, and subject to the limit on all lump sum prices. If services are suspended by the President for a period exceeding twelve months, Engineer's fees will be subject to renegotiation, subject to Section 3.4.

3.1.1 If Engineer receives payment from UKRA 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 President 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, UKRA 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 UKRA receives reasonable documentation that the deficiency has been remedied.

3.2 **Basic Service Fees; Method of Payment:** Subject to all the terms and conditions of this Contract, UKRA shall pay, and Engineer agrees to accept as full compensation for the Basic Services, the following fees:

3.2.1 **Phase I - Preliminary Design:** Not used.

3.2.2 **Phase II and III – Final Design and Construction Phase Services:** For Phase II and III services performed for a Construction Package, UKRA shall pay a lump sum amount agreed upon by the President and Engineer which will be set out in the notice to proceed for such Construction Package. The President shall negotiate a lump sum fee for each Phase II and III respectively for each Construction Package equal to or less than the following:

1. Raw Salary times Raw Salary Multipliers (where the total salary cost is calculated by multiplying actual Raw Salary times Raw Salary Multiplier times the estimated hours necessary to complete the Construction Package) for services that are performed directly by the Engineer or its employees, plus
2. Estimated Reimbursable Expenses, plus
3. Estimated Consultant Subcontract Cost plus Consultant Markup for services that Engineer subcontracts to a Consultant, plus
4. Estimated reasonable contract personnel cost and cost of personnel employed through employment agencies plus Consultant Markup.

The President and Engineer shall agree to Phase II and III lump sum fees prior to issuance of the Phase II notice to proceed, and these lump sum fees shall be set out in the notice to proceed for Phase II, which shall be approved in writing by Engineer prior to proceeding with any Phase II work on a Construction Package. These lump sum amounts shall include total compensation for Engineer, for Basic Services including all Consultant costs and all
Reimbursable Expenses, but Engineer shall not proceed with Phase III Services until the President issues a separate notice to proceed for Phase III. Engineer agrees to perform all Phase II and III services for the lump sums set out in the notice to proceed.

3.2.3 Engineer’s Invoices:

.1 Not used.

.2 Unless instructed otherwise in writing by the President, Engineer must invoice UKRA for all Phase II lump sum payments plus all Phase II-related Additional Services and Reimbursable Expenses before the President issues a notice to proceed for Phase III. The President shall not approve or pay any Phase II invoices delivered after issuance of the Phase III notice to proceed.

.3 The amounts set out in Sections 3.2.3.1 and 3.2.3.2 plus the Phase III lump sum identified in the Phase III notice to proceed, plus all Phase III-related Additional Services and Reimbursable Expenses shall constitute Engineer’s total compensation under the Contract for a Construction Package unless the President requests in writing an Additional Service or Reimbursable Expense not related to any of the above phases.

.4 If President and Engineer do not agree to the lump sum amount for such Construction Package, then the President may send notice to the Engineer deleting such Construction Package from the Contract.

3.2.4 Not used.

3.2.5 For Phase II and III, UKRA shall make partial payments of the fees on the basis of monthly invoices submitted by Engineer and approved by the President. The invoices must show for each Construction Package the following on the standard format provided by UKRA:

.1 the percentage of the total services completed in the applicable Phase in the preceding month;

.2 a summary of the services performed for each Construction Package during the period covered by the invoice; and

.3 the amount due for such services.

3.2.6 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:

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>MAXIMUM PHASE II PAYMENT (Cumulative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Research Utilities</td>
<td>10%</td>
</tr>
<tr>
<td>2. Topographic Survey &amp; Utilities</td>
<td>35%</td>
</tr>
<tr>
<td>3. Submit 70% Drawings &amp; Draft Specifications</td>
<td>60%</td>
</tr>
<tr>
<td>4. Submit 90% Drawings &amp; Draft Specifications</td>
<td>80%</td>
</tr>
</tbody>
</table>
5. Submit 100% Drawings & Specifications 90%
6. Bid-Ready Drawings and Specifications 95%
7. Completion of Phase II Services 100% (less any Phase II payments previously made)

3.2.7 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. After Engineer has completed the performance of all the required services for Phase III, UKRA shall pay Engineer the total amount owed for that Phase less any amounts previously paid pursuant to the monthly invoices.

3.2.8 All invoices for the Basic Services are subject to approval by the President and are due and payable thirty (30) days after receipt and approval by the President. 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. UKRA 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 President 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.

3.2.9 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 President's consideration.

3.3 Fees for Additional Services; Method of Payment: Subject to all the terms and conditions of this Contract, UKRA shall pay and Engineer agrees to accept, as full compensation for the Additional Services described in Section 2.6, the fees specified in this Section.

3.3.1 Survey Additional Services:
.1 For Route Topographical Survey set forth in Section 2.6.1, UKRA shall pay Engineer a lump sum amount agreed to by the President and the Engineer equal to or less than 3.2.2.1 – 3.2.2.4 in advance or at the rate of $5.00 per linear foot for major streets, and $3.50 per linear foot for minor streets of actual Survey performed. If these services are provided by the Engineer's Consultant, UKRA shall pay Engineer at the above rates plus Consultant markup.

.2 For Right-of-Way Acquisition Survey as set forth in Section 2.6.2, UKRA shall pay Engineer as follows:
   a. ROW Corner Clips $2,500 per parcel
   b. ROW Parcel Acquisition $2,500 per parcel

3.3.2 For Drug Detection and Deterrence Additional Services set forth in Section 2.6.4, UKRA shall pay a lump sum amount agreed to by the President and the Engineer equal to or less than 3.2.2.1 – 3.2.2.4 in advance or as follows:
The cost of invoiced laboratory analyses necessary for personnel producing services under this Contract, and

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

3.3.3 For the Other Additional Services set forth in Section 2.6.5 UKRA will pay a lump sum amount agreed to by the President and the Engineer equal to or less than 3.2.2.1 – 3.2.2.4 in advance or as follows:

.1 Raw Salary times Raw Salary Multiplier plus Reimbursable Expenses for Additional Services that are performed directly by Engineer or its employees;

.2 Consultant Subcontract Cost plus Consultant Markup for Additional Services that Engineer subcontracts to a Consultant;

.3 Contract personal cost and cost of personnel employed through employment agencies, plus Consultant Markup; or

.4 An agreed Lump Sum.

3.3.4 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:

.1 a breakdown of the type and cost of each item included within the definition of Reimbursable Expenses;

.2 a breakdown of the individual expenditures allowable as travel costs in the definition of Reimbursable Expenses;

.3 the actual invoice cost of Consultant Subcontract Cost plus Consultant Markup, including copy of that the Consultant’s invoice;

.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 President a copy of employee time sheets; and

.5 Reasonable contract personnel cost of personnel and personnel employed through employment agencies, plus Consultant Markup.

3.3.5 Claims for Additional Services shall be submitted for payment within a maximum of 60 days from the date of completion of the Additional Service.

3.3.6 The Additional Services Fees incurred shall be paid by UKRA in the same manner as specified for payment for Basic Services in Section 3.2.8, above.

3.4 **Limit of Appropriation:** Engineer recognizes that under certain provisions of the Charter of UKRA, UKRA may not obligate itself by contract to an extent in excess of an amount therefor appropriated by the Board of Directors and further recognizes that only $xxxx,xxx.00 has been appropriated and budgeted by the Board of Directors to pay the Cost of Basic Services hereunder and that only $xxx,xxx.00 has been appropriated and
budgeted by the Board of Directors to pay the cost of Additional Services hereunder for a total amount of $xxx,xxx.00. The maximum compensation for each item is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Compensation</th>
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<tbody>
<tr>
<td>Phase II and III Basic Services</td>
<td>$xxx,xxx.00</td>
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<tr>
<td>Additional Service</td>
<td>$xxx,xxx.00</td>
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<td>Additional Service</td>
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<tr>
<td>Drug Testing</td>
<td>$xxx,xxx.00</td>
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<tr>
<td>Additional Service</td>
<td>$xxx,xxx.00</td>
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<td>Additional Service</td>
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<tr>
<td>Additional Service</td>
<td>$xxx,xxx.00</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>$xxx,xxx.00</td>
</tr>
<tr>
<td>Total</td>
<td>$xxx,xxx.00</td>
</tr>
</tbody>
</table>

3.4.1 In the event the appropriation for Basic Services is insufficient to compensate Engineer for Basic Services in accordance with the payment provisions of Article 3 hereof, Engineer may 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 President as provided elsewhere herein, upon transfer of funds by the President or appropriation of additional funds by the Board of Directors 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 may 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 President as provided elsewhere herein, upon transfer of funds by the President or appropriation of additional funds by the Board of Directors for Additional Services.
3.4.3 The President may authorize the transfer of funds between Basic Services and Additional Services when necessary to continue services, provided that the total funds authorized do not exceed the total amount appropriated by Board of Directors.

3.5 Repayment for Non-Projects Costs: Consultant shall repay UKRA for any payments made by UKRA to Consultant pursuant to this Agreement that are determined by UKRA or the City to be an ineligible cost for a Project. Such repayment shall be made within thirty (30) days from the date of notice from UKRA that such amounts are due. If such repayment is not made within such time frame, UKRA shall have the right to withhold such amounts from the Consultant Fee.

3.6 Certain Duties of UKRA: In addition to its other duties under this Contract, UKRA shall perform the following services:

.1 When requested to do so in writing by the Engineer, facilitate with the City to 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 President's opinion will assist the Engineer in the performance of its services hereunder; and

.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.

ARTICLE 4
TERMINATION

4.1 Termination by UKRA for Convenience: The President 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 President and submit an invoice showing in detail services performed under this Contract to the date of termination. UKRA 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 Sections 3.2 and 3.3. 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.

4.1.1 Engineer understands and acknowledges that UKRA may determine not to proceed with subsequent phases after the completion of Engineer's services for Phase II - Final Design. In such event the President shall provide Engineer with a written notice of the intent to terminate this Contract and this Contract shall
terminate upon Engineer's receipt of such written notice. Any sums paid to Engineer prior to its receipt of such written notice plus any retained sums to which Engineer is entitled shall constitute full and complete compensation for the services rendered to the date of receipt of the written notice and Engineer agrees that it will not be entitled to any additional sums.

4.2 **Termination by UKRA for Cause**: UKRA may terminate this Contract in the event of default by Engineer and a failure by Engineer to cure such default after receiving notice thereof, all as provided in this Section. Default by Engineer shall occur if Engineer fails to observe or perform any of its duties under this Contract, to include, any breach by the Engineer of any of the provisions of Article 2 of this Contract or Exhibit A hereof, or if Engineer dies (if an individual) or for some other reason is unable to render services hereunder. Should such a default occur, the President will deliver a written notice to Engineer describing such default and the proposed date of termination. Such date may not be sooner than the 7th day following receipt of the notice. The President, at his or her sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Engineer cures such default to the President's satisfaction, then the proposed termination shall be ineffective unless such termination is for a violation of Paragraph 5.11 of this Contract which shall be deemed non-curvable. If Engineer fails to cure any default, other than that of Paragraph 5.11 of this Contract, prior to the proposed date of termination, then UKRA may terminate its performance under this Contract as of such date, and Engineer shall deliver all Documents to the President within seven days of the effective date of the termination. In the event of a termination for cause, UKRA may withhold any further payments to the Engineer until the work for which not to exceed caps or lump sum amounts have previously been established. If UKRA's cost of obtaining completion of the work by other engineers exceeds the remaining contract amounts unpaid to Engineer, or if UKRA sustains other charges as a result of the default, UKRA shall not be obligated to make any further payment to Engineer and UKRA may seek any other remedy to recover its costs and damages occurring as a result of the termination of the Engineer for cause. This provision does not relieve Engineer of any other obligation Engineer may have to UKRA.

4.3 **Termination by Engineer for Cause**: Engineer may terminate its performance only upon default of UKRA and a failure by UKRA to cure such default, after receiving notice thereof, all as provided in this Section. Default by UKRA shall occur if UKRA fails to perform any of its duties under this Contract. 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 UKRA of a notice from Engineer describing such default and intended termination, provided: (1) such termination shall be ineffective if within the fourteen day period UKRA cures the default and (2) such termination may be stayed beyond such fourteen 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 UKRA shall be that of an independent contractor.
5.2 **Business Structure and Assignments**: Engineer shall not assign this Contract at law or otherwise. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Engineer shall immediately furnish UKRA 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.

5.2.1 Engineer shall not delegate any portion of its performance under this Contract without the President’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 UKRA 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 **Applicable Laws**: This Contract is subject to and shall be construed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Houston, and to the extent required by any agreement between the City and any Federal agency, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction over this Project. This Contract is performable in Harris County, Texas.

5.6 **Notices**: All notices required or permitted hereunder shall be in writing and delivered personally, delivered by Federal Express, or other nationally recognized overnight express delivery service, or sent by facsimile transmission with transmission confirmation set forth below:

**Notice to UKRA:** Upper Kirby Redevelopment Authority  with copy to: Mr. P. John Kuhl, Jr.
c/o President  Sanford & Kuhl
3120 Southwest Freeway, Suite 102  1980 Post Oak Blvd., Suite 1380
Houston, Texas 77098  Houston, Texas 77056

**Notice to City:** City of Houston
Deputy Director, Economic Development
P.O. Box 1562
Houston, Texas 77251
Attention: Mr. Ketan Inamdar – TIRZ Program

**Notice to Engineer:** Engineer Signatory Name and Title
Engineer Firm Name
Address
City, Texas 7XXXX

**Notice to Program Manager:** Mr. Raj Tanwani, P.E., Program Manager
Gunda Corporation, LLC
6161 Savoy, Suite 550
Houston, Texas 77036

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or at such other address as from time to time is designated by the party receiving the notice. Such notices shall be
dehemed received on (i) the date of delivery, if delivered by hand or by overnight express delivery service, or (ii) on
the date of transmission, if sent by facsimile transmission.

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/UKRA, 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 UKRA, 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/UKRA 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/UKRA.

5.10 Mediation: Any claim, dispute or other matter in question arising out of or related to this Contract
shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings
by either party. The parties shall share the mediator's fee and any filing fees equally conditioned upon the UKRA's
appropriation of sufficient funds to pay such fee. The mediation shall be held in Houston, Texas.

5.11 Business Ethics Clause: During the course of pursuing agreements, and the course of
Performance of this Contract, Engineer and its Professional Consultants and vendors will maintain business ethics
standards aimed at avoiding real or apparent impropriety or conflicts of interest. No gifts, entertainment, payments,
loans or other considerations shall be made to any City/UKRA personnel, its Contractors, Consultants, or its
Construction Managers, or to family members of any of them. At any time, Engineer believes there may have been a
violation of this obligation, Engineer shall notify UKRA of the possible violation. UKRA is entitled to request a
representation letter from Engineer, its Professional Consultants or vendors at any time to disclose all things of value
passing from Engineer, its Professional Consultants or vendors to City/UKRA personnel, its Contractors,
Consultants and Construction Managers.

5.12 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
exceed, Engineer will notify UKRA of its awareness of that likelihood.
5.13 **Site Conditions:** Engineer understands that it is in the interest of the City/UKRA that the construction of the Project being designed by the Engineer under this Contract will 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.

5.14 **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 hereto on the basis that such party did or did not author the same.

5.15 **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 not other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the subject matter hereof, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

5.16 **Survival:** Engineer shall remain obligated to the City/UKRA 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 provisions of Section 2.9, Ownership of Documents.
The parties have executed this Contract in multiple copies, each of which shall be an original, as of this the date countersigned by the Director, Planning and Development, City of Houston.

ENGINEER:      UKRA:
ENGINEER FIRM NAME    UPPER KIRBY REDEVELOPMENT AUTHORITY

By: ________________________________  By: ________________________________
Name: Signatory Name                  President, Upper Kirby Redevelopment Authority
Title: Signatory Title

ATTEST: ATTEST:

By: ________________________________
    Corporate Secretary
    Tax Identification No. XX-XXXXXXX

APPROVED:

Pursuant to Article III, Section B of the Agreement by and between the City of Houston, Texas (the “City”), Tax Increment Reinvestment Zone Number Nineteen, City of Houston, Texas (the “TIRZ No. 19”) and Upper Kirby Redevelopment Authority (the “Authority”), I hereby approve, on behalf of the City, the Project Consultant Agreement by and between the Authority and Engineer Firm Name.

CITY OF HOUSTON, TEXAS

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
EXHIBIT A

SCOPE OF SERVICES AND DELIVERABLE DOCUMENTS

UKRA CONTRACT FOR ENGINEERING SERVICES

PROJECT NAME

File No. UK-XXX, WBS NO. T19XXX-00X-3

1.0 GENERAL

The Engineer shall provide professional engineering services as described in the Contract, and as further defined by this Exhibit A, Scope of Services.

1.1 Description of Project

The Project generally is described as follows:

GENERAL PROJECT DESCRIPTION.

1.2 Reference Standards and Criteria


1.3 Review of Existing Information

A. Existing utility information, existing record drawings of previous contracts, and existing survey information are readily available to the Engineer and the public. UKRA shall facilitate with the City to provide the Engineer access to such information. It is the responsibility of the Engineer to physically gather this information from all available sources.

B. The Engineer shall review applicable existing information and develop independent recommendations based on the information. It is expected that the investigative work involved in these previous engineering efforts will not be duplicated, except as included in this Scope of Services.

2.0 BASIC SERVICES

2.1 General

A. The Engineer shall reference the UKRA Project Title and UKRA’s Project File Numbers on all correspondence and submittals.

B. 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.
C. Periodic meetings shall be held to review the progress of the engineering effort, or to address other issues which may arise. The President shall initiate meetings that include the Engineer and his Consultants, and if necessary, the President and other applicable parties. The Engineer shall prepare and deliver meeting record memorandum of decisions and action items to UKRA within 2 working days after each meeting.

D. The Engineer shall notify the President immediately of any deviation from the Scope of Engineering Services and Fee agreed to in this Scope of Services. The Engineer shall not perform services outside of the Contract scope without an Amendment to this Contract.

E. Route all written communication with regulatory agencies, neighborhood associations, UKRA Board of Directors and City Council through the President.

F. Submit invoices on UKRA’s standard form to document and present the current status of each milestone noted within attached Exhibit “B” (Project Schedule), to record activities and deliverables completed within the month, and to note activities planned for next month.

2.2 Phase I - Preliminary Design

A. Utility Plan Review

1. Refer to the City Design Manual.

2. The Engineer shall verify findings from Utility Plan Review with the results of the Route and Site Topographical Survey Services (see Additional Services).

3. The Engineer shall research all available information and show all existing water mains and appurtenances, well collection lines, sanitary sewer and storm water lines and facilities (house service lines, manholes, etc.), and lot lines from subdivision plats, telephone, power, gas, cable TV, and other private utilities. All above-referenced utilities shall be shown in plan and profile in accordance with the most recent edition of the City Design Manual. If manholes and other underground structures are not available at critical points to obtain elevations of underground utilities, the elevations shall be obtained, if necessary, by probing or excavating holes down to the structures (should excavation become necessary, the Engineer will be compensated under Additional Services). Where manholes, valves, etc., are buried under pavement, or after due diligence cannot be located, those installations will be shown as per record drawings and labeled “Not Field Located.”

4. On major transmission pipelines, the Engineer shall contact the various pipeline companies for their assistance to determine the product material, type of pipe material, depth, and routing of pipelines. Names of contacts, dates, times, and other pertinent information obtained at the field meeting shall be recorded.

B. Schedule of Design Activities

1. The Engineer shall submit a schedule that contains actual dates, based on the date of the notice to Proceed and the number of calendar days from Exhibit “B” milestones.
C. Preliminary Engineering Report

Not used.

2.3 Phase II - Final Design

A. Estimate of Construction Cost

1. Refer to the City Design Manual.

2. The Engineer shall submit an estimate of Construction Cost at the 70 percent, 90 percent, and Final Drawings stages.

B. Agency Approvals and Signatures

1. Refer to the City Design Manual.

2. 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, SBC, CenterPoint Energy Gas, Inc., CenterPoint Energy Electric, AT&T, and cable TV.

3. Obtain necessary approvals (permits, license agreements, etc.) from TXDOT and railroad and pipeline companies prior to final approval by the Department of Public Works and Engineering.

C. Engineering

1. The Engineer is responsible for quality of the final design.

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 contractor.

3. The Engineer shall review results from additional services 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, and special studies.

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 President. The Engineer shall notify the President 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.

5. 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 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 President. 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.

6. The Engineer shall incorporate the front-end documents provided by the City into the Project specifications.

7. Not used.

D. Application and Approval of Construction Permit

1. The Engineer shall secure approval of the Plans necessary for the Construction Permit Application, which provides the President with documents necessary for obtaining a City Construction Permit.

E. Bidding Services

1. The Engineer shall assist UKRA in conducting the pre-bid conference, and submit meeting minutes within 3 working days.

2. The Engineer shall furnish a tabulation of bids received with a written recommendation for the award of a construction contract, and submit within 24-hours after the bid opening.

2.4 Phase III - Construction Phase Services

A. The Engineer shall make site visits during times when the contractor is actively performing major construction activities. The site visits should be one visit per site location monthly, after the contractor has mobilized and is working. These visits may be combined with any site visits made to resolve field problems relating to the construction.

B. Upon the completion of a site visit by the Engineer, a “Construction Site Observation/Status Report” shall be submitted to UKRA. This report shall include, as a minimum, the following:

1. Introduction and project description;
2. Status of Submittals (shop drawings, RFIs, and RFPs);
3. Site observation - to include discussion on whether the work observed was in general conformance with the contract documents;
4. Closing remarks;
5. Location maps;
6. Site photos.

C. Requests for Information (RFI) 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 and a complete and fully responsive written answer provided to UKRA within 48 hours, or as otherwise directed.

D. The Engineer shall submit the as-built record drawings within 30 days after receipt of contractor red-lined as-builts.

3.0 ADDITIONAL SERVICES

Unless otherwise authorized or modified by the President, the Engineer shall perform Additional Services in accordance with the following:

3.1 Survey

A. Perform in accordance with the City Design Manual.

B. Revise 2.07 C of Chapter 2 of the Design Manual to read as follows:

"All projects must be tied to the Texas State Plane Coordinate System; all coordinates shown or displayed on any drawings must be true State plane coordinates."

C. Revise 2.07F of Chapter 2 of the Design Manual to read as follows:

“Route Topographical Survey - Record all topographic features and improvements within the public right-of-way, permanent right-of-way, any contiguous easements to the right-of-way, and any construction right-of-way of the Project, and on all intersecting streets for a distance of 20 feet beyond the intersection of the right-of-way lines. For paving projects, extend the topographic survey at intersecting streets to 150 feet beyond the end of new pavement. Locate sufficient monumentation to determine lot lines, lot street address (unless instructed otherwise by the City/UKRA), tract lines, and rights-of-way. Identify visible underground structures (by type, type of service, size, invert elevations, and depth) including manholes, inlets, and junction boxes. In general, do not open SWBT, HL&P, and other private utility manholes and junction boxes.”

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D. Deliverables shall be submitted no later than when the 70% drawings are submitted for review. Deliverables for route topographical survey services to UKRA include the following:


2. Survey Control Map - A survey control map sheet drawn to scale of 1 inch = 100 feet shall show location and give a description of the vertical and horizontal City of Houston survey control monuments used for the Project. The sheet shall show both the survey base line and the Project alignment and give bearings and distances of all control lines. The beginning point, all P.I. points, and end point of both the Project alignment and the survey base line shall list the City of Houston survey control system coordinates and be tied into existing topography. The map shall contain the following: street names, centerline bearings, street intersection station equations, P.C.’s, P.T.’s, P.I.’s and curve data. All found property monuments shall be shown on the map with station-offset references made to the Project alignment. Those property monuments used as control monuments in setting the Project alignment shall be indicated. Project benchmarks, swing-tie (three-point tie) sketches, benchmark loops, and traverse shall be provided. The survey control map sheet shall be signed, sealed, and dated by the registered surveyor responsible for the survey.


E. Survey services for acquisition of right-of-way, easement, or property shall include:

1. Right-of-way surveys and maps which show and describe the right-of-way, easement, or property to be acquired.

2. Deed research.

3. Metes and bounds descriptions.

F. Deliverables for Site Topographical Survey to UKRA, to be submitted no later than when 70% drawings are due, shall include original survey field books and electronic files, survey control map, and survey drawing.

G. In compliance with the geotechnical requirements of the City Design Manual, all geotechnical boring locations shall be surveyed upon completion of the geotechnical investigation. Provide station and offset including true State plane coordinates with an accuracy of plus or minus one foot. The Engineer shall deliver the electronic files of this work to UKRA.
3.2 Geotechnical Investigation

A. Perform in accordance with the City Design Manual.

B. Provide geotechnical engineering report, signed and sealed by Professional Engineer, registered in the State of Texas.

C. A boring location map and individual boring logs shall be incorporated into the geotechnical engineering report. All boring locations shall be clearly identified in the field to permit compliance with the Survey Requirements of the City Design Manual.

D. Boring logs shall include as a minimum the following information:

1. UKRA and Project File Number.
2. Boring number.
3. Boring location-station and either offset or distance from curb, and one other semi-permanent feature.
4. Date of field work.
5. Depth to groundwater (both at end of drilling and at 24-hour readings).
6. Depth to caving.
7. Completion depth.
8. Soil and sample symbology.
9. Soil description - soil type identifications in accordance with the Unified Soil Classification System.
10. Geotechnical analytical data.

E. Provide a soil type report, in compliance with the City Design Manual, signed and sealed by a Professional Engineer, registered in the State of Texas. This should consist of a letter report addressing the OSHA soil types and required trench safety system to be included in the construction specifications.

F. The Engineer shall obtain and review boring logs by others. While the Engineer is not responsible for the accuracy of these borings, this information, along with boring logs gathered during the records review, are to be included in the Geotechnical Engineering Recommendations section of the geotechnical report. Include these logs in the appendix.

G. At each boring location take surface and subsurface roadway core within the existing pavement area to determine the existing pavement section, including the thickness of the pavement, base and subgrade, and material types.
H. If the potential for contamination exists, or if contamination is encountered at a bore hole location, the Engineer shall immediately notify the President before proceeding. Comply with all applicable local, state, and federal environmental guidelines.

I. The Engineer shall obtain permits and arrange for access to boring locations on private property.

J. The Engineer shall provide for the safety of boring sites, including traffic control commensurate with the traffic and road conditions while working in street right-of-way.

K. Critical locations (i.e., bayou crossings, railroads, etc.) which occur along the alignment may require site specific geotechnical information. Where the initial alignment borings cannot be positioned so that they provide part or all of this site specific information, additional borings (to depths in excess of the alignment borings) may be in order. Such cases will be handled on an individual basis.

L. If no water-bearing layer is encountered, one piezometer shall be installed at the deepest boring location.

M. For tunnel construction:
   1. Piezometers shall be installed, in water-bearing layer, at every other boring location.
   2. Perform continuous sampling through the tunnel zone (typically 6 feet above and below the tunnel). Sampling outside the tunnel zone should be in accordance with the requirements of the City Design Manual.
   3. Extend borings for tunnels typically one tunnel diameter below the tunnel invert, but not less than 15 feet.
   4. Extend borings for tunnel shafts typically 1.5 shaft diameters below the bottom of the shaft, but not less than 30 feet. Increase boring depths if necessary to determine the location of water-bearing layers and piezometric levels potentially affecting bottom stability. Use borings of less depth if ground water conditions are not of concern at the particular location.

N. Obtain a minimum of two borings at each bridge site. Their depth shall be sufficient to develop pile curves, bearing and structural recommendations for the design and construction of the bridge structure.

O. For bridge and retaining structure designs, in conjunction with TXDOT, perform TXDOT Cone Penetrometer test.

P. Perform Slope Stability Analysis for projects that are adjacent to the bank of a bayou or creek where the slope stability is of concern.

Q. Perform Running Soil and Ground Water Aggressivity tests for projects where metallic pipes are used.
R. In Projects where sandstone is encountered (also known as cemented soil or cemented sand), the Standard Penetration Test (SPT) shall be done continuously throughout the sandstone layer. Verify the length of the sandstone with additional borings.

3.3 Environmental Site Assessment

A. Refer to Department of Public Works and Engineering Standard Practice for Environmental Site Assessments, latest edition.

B. Provide environmental site assessment report.

3.4 Special Licenses and Permits (Payment)

A. The actual cost of special licenses and permits, including required inspection fees, shall be reimbursed by UKRA.

B. This additional service does not include Engineering work associated with Basic Services.

3.5 Traffic Control Plan (TCP)

A. General

1. The specific traffic control work consists of the completed TCP, appropriate specifications and general notes, and traffic control construction cost estimates.

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.

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.

B. Standards and Guidelines:

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.

1. The construction of the Project should be scheduled or sequenced to minimize the down time for the contractor and to maximize the utilization of space for the travelways. 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. 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.

3. Maintain minimum emergency travel lane width of 10 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.

4. The TCP should contain the following basic elements:
   a. Project approach signing.
   b. Phasing overview (as applicable).
   c. Detailed plans for each phase of construction and any designated steps.
   d. Necessary TCP details, including appropriate City standards (Barricade & Construction, etc.), typical lane closures, and intersection details.

C. Drawings:

1. Engineer shall verify and show existing field conditions of roadways and access to adjacent properties.

2. Engineer shall show traffic control devices and location of traffic flow, indicated by direction arrows, for each phase of the Project.

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.

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.

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.

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.

7. Engineer shall use a “typical” TCP detail for portions of the Project wherever possible.
D. General Notes and Specifications:
   1. Engineer shall add general notes to the drawings or to the City’s Standard General Note Drawing, as required for clarity.
   2. Engineer shall include The City of Houston Standard Specifications for Traffic Control, and supplement as required.

E. Graphical Standards:
   1. Engineer shall use no smaller scales than 1 inch equals 50 feet for details and 1 inch equals 100 feet for overall signage or detour routing. Smaller scales shall require prior approval of the President.
   2. Engineer shall prepare traffic control construction quantities and estimate of Construction Cost.

F. For paving projects, include the following:
   1. Engineer shall show temporary traffic control measures required during construction, such as temporary adjustments to traffic signals, 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. 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.

3.6 Storm Water Pollution Prevention Plan (SWPPP)

A. Refer to City of Houston Standard Details and Standard Specifications.

B. Refer to City of Houston “Storm Water Management Handbook for Construction Activities.”

C. The Engineer shall prepare the following documents in accordance with the above referenced standards and as described below:
   1. Pollution Prevention Plan Report, as required.
   2. Pollution Prevention Plan drawings having a minimum scale of 1 inch equals to 100 feet and showing all existing and proposed streets, Project alignments, applicable notes, proposed storm water conveyance systems, overland flow arrows, and pollution prevention measures.
   3. Pollution Prevention Plan specifications.
   4. Pollution Prevention Plan construction quantities and estimate of Construction Cost.
5. The EPA Notice of Intent form (if required).

3.7 Existing Conditions Survey and Analysis

A. 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.

B. 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.

Example - Consider a project that includes the mechanical and electrical rehabilitation of an existing pump station at a treatment plant site. Surveying and analyzing the existing conditions of the pump station would not be included under Additional Services, since it is covered under Basic Services with associated enhancement factors (if fee curves are used). However, if on the same project the Public Utilities also desired a survey and analysis of the electrical/mechanical systems of the aeration blowers, but no new work to the existing aeration blowers was included, then this would be an example of Additional Services.

3.8 Technical Review Committee (TRC) Meeting – Not used.

4.0 DEFINITION OF PHASE II MILESTONES FOR PAYMENT (Refer to Article 3.2.3 of Contract)

4.1 Research Utilities

A. Engineer obtains and completes review of available record drawings.

B. Engineer completes the utility plan review, as defined in this Scope of Services.

C. Engineer completes coordination with other agencies, as defined in this Scope of Services.

D. Engineer verifies information obtained in steps A, B, and C above against findings from Survey.

E. Engineer obtains maps and correspondence from applicable private utilities, showing and verifying location of existing private utilities.

4.2 Plot of Topographical Surveys and Utilities

A. Engineer prepares set of plan drawings showing results of topographic survey and location of existing public and private utilities.
4.3 70% Drawings

A. Engineer submits sets of completed construction drawings including as a minimum:

1. Cover Sheet
2. Index Sheet (list of drawings)
3. Overall Layout Sheet
4. Survey Control Map
5. General Notes Sheets (as required)
6. Plan and profile drawings of existing conditions, existing utilities and proposed improvements
7. Details of crossings (RR, HCFCD, TXDOT, etc.), potentially contaminated areas, and proposed real estate acquisitions
8. Standard Details
9. Traffic Control Plan and Detour Plans (if required)
10. Storm Water Pollution Prevention Plan (if required)
11. Tree and plant protection plan (if required)
12. For Paving Projects, also include:
   a. Typical roadway section/cross section
   b. Traffic Signal Plans (temporary and permanent)
   c. Permanent Paving Marking and Signage Plans
   d. Street Lighting Plans
   e. Drainage Area Maps

B. Engineer submits sets of draft construction specifications including as a minimum:

1. Table of Contents
2. Document 00405 (Schedule of Unit Price Work) with all bid items, but excluding quantities
3. Section 01110 (Summary of Work)

C. Engineer submits documentation that drawings were submitted to private utilities for review.
D. Engineer submits design review checklist (as available).

4.4 90% Drawings and Draft Specifications

A. Engineer submits sets of completed construction drawings including as a minimum:

1. Cover Sheet
2. Index Sheet (list of drawings)
3. Overall Layout Sheet
4. Survey Control Map
5. General Notes Sheets (as required)
6. Plan and profile drawings of existing conditions, existing utilities and proposed improvements
7. Details of crossings (RR, HCFCD, TXDOT, etc.), potentially contaminated areas, and proposed real estate acquisitions
8. Standard Details
9. Traffic Control Plan and Detour Plans (if required)
10. Storm Water Pollution Prevention Plan (if required)
11. Tree and plant protection plan (if required)
12. For Paving Projects, also include:
   a. Typical roadway section/cross section
   b. Traffic Signal Plans (temporary and permanent)
   c. Permanent Paving Marking and Signage Plans
   d. Street Lighting Plans
   e. Drainage Area Maps

B. Engineer submits sets of draft construction specifications including as a minimum:

1. Table of Contents
2. Document 00405 (Schedule of Unit Price Work) with all bid items, but excluding quantities
3. Section 01110 (Summary of Work)
4. Completed technical specifications (Division 2 through 16, as required)

5. All supplemental and non-standard technical specifications included in Divisions 2 through 16 identified.

C. Engineer submits documentation that drawings were submitted to private utilities for final review.

D. Engineer submits design review checklist (as available).

4.5 Final Drawings and Specifications

A. Engineer submits completed sets of signed and sealed construction drawings, with all private utility and other agency signatures.

B. Engineer submits completed construction specifications.

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

D. Engineer provides permit approval, as applicable, from TXDOT, Railroads, U.S. Army Corps of Engineers, and Harris County Public Infrastructure Department.

E. Engineer documents submittals of plans to City for Construction Permit Application and to Texas Department of Licensing and Regulations for ADA requirements, if applicable.

F. For wastewater projects, Engineer submits Final Engineering Design Report (FEDR) in conformance with TNRCC requirements.

4.6 Bid-ready Drawings and Specifications

A. Engineer submits bid-ready construction documents (signed and sealed construction drawings with all review comments resolved and with all required signatures; and completed construction specifications).

B. Engineer documents that application for City Construction Permit is approved, if applicable.

4.7 Bidding Services

A. Engineer completes services as per requirements of the Contract and the Scope of Services.

5.0 TYPICAL TABLE OF CONTENTS FOR PRELIMINARY ENGINEERING REPORT (PER)

Not used
EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further UKRA/City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said
Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.
Pursuant to Section 1.2.2 of the Contract the following table represents the classifications and maximum hourly raw salary rates of personnel the Engineer anticipates will be directly engaged on the Project.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Raw Salary Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Graduate Engineer/ EIT</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Senior Engineering Technician</td>
<td>$XX.00</td>
</tr>
<tr>
<td>CADD Operator</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Clerical</td>
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</tr>
<tr>
<td>Title</td>
<td>$XX.00</td>
</tr>
<tr>
<td>Title</td>
<td>$XX.00</td>
</tr>
</tbody>
</table>
EXHIBIT "E"

CERTIFICATE OF INSURANCE
EXHIBIT "F"

DRUG POLICY COMPLIANCE AGREEMENT

I, __________________________________________________________ as an owner or officer of

(Name) (Print/Type) (Title)

_____________________________________________________________________

(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 Upper Kirby Redevelopment Authority (UKRA); 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 UKRA 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 UKRA, provide confirmation of such testing and results.


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 UKRA.

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 UKRA and may result in non-award or termination of the contract by UKRA.

________________________________________
Date

________________________________________
Engineer Name

________________________________________
Signature

________________________________________
Title
EXHIBIT "G"

DRUG POLICY COMPLIANCE DECLARATION

I, ____________________________________________ as an owner or officer of
(Name) (Print/Type) (Title)
_________________________________________________________________________(Engineer)
(Name of Company)

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

This reporting period covers the preceding 6 months from __________ to __________ 20__.

_____ A written Drug Free Workplace Policy has been implemented and employees notified.
Initials

The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
Initials

Drug Detection and Deterrence Procedures for Engineers, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
Initials

Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
Initials

performing on UKRA contract. The number of employees in safety impact positions during this reporting

period is ________________________.

_____ From __________ to __________ the following test has occurred
Initials

<table>
<thead>
<tr>
<th>Start date</th>
<th>End date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Random</td>
<td>Reasonable</td>
</tr>
<tr>
<td>_____</td>
<td>_______</td>
</tr>
</tbody>
</table>

Number Employees Tested

Number Employees Positive

Percent Employees Positive

_____ Any employee who tested positive was immediately removed from the UKRA/City worksite
Initials

consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance
Initials

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.

________________________________________
(Date) (Typed or Printed Name)

________________________________________
(Signature)

________________________________________
>Title)
EXHIBIT "H"

ENGINEER'S CERTIFICATION

OF NO SAFETY IMPACT POSITIONS

IN PERFORMANCE OF A UKRA CONTRACT

(Name)       (Title)
as an owner or officer of (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 (Project).

Engineer agrees and covenants that it shall immediately notify the President, UKRA if any safety
impact positions are established to provide services in performing this Contract.

(Name)       (Typed or Printed Name)

(Date)       (Signature)       (Title)
EXHIBIT "I"

MWBE SUBCONTRACT TERMS

Engineer shall insure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. __________________________ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the UKRA's President ("the President").

2. __________________________ (MWBE subcontractor) shall permit representatives of the UKRA/City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.

3. Within five business days of execution of this subcontract, Engineer (prime engineer) and Subcontractor shall designate in writing to the President an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

4. Any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by President served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:

   a. Upon the decision of the President or upon written notice to the President from either party that a dispute has arisen, the President shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.

   b. If the dispute is not resolved within the time specified, any party or the President may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.

   c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

   d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the President shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

   e. All arbitrations shall be conducted in Houston, Texas unless the parties agree to another location in writing.
EXHIBIT “J”

SUBCONTRACTOR’S ASSIGNMENT OF COPYRIGHT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

1. Engineer has entered into a Contract with the UPPER KIRBY REDEVELOPMENT AUTHORITY, TEXAS (“UKRA”) to provide as well as related support and consulting services (“Services”).

2. Subcontractor is or will be providing services for Engineer related to its Contract with UKRA.

3. In the course of Subcontractor’s work for Engineer related to the provision of Services to UKRA, Contract Documents and other work products will be produced by Subcontractor for the benefit of the City/UKRA 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/UKRA 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/UKRA 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/UKRA.

7. The Subcontractor shall execute all documents required by the Engineer and the President of UKRA to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Engineer and the City/UKRA 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/UKRA 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 President, the Subcontractor shall deliver all Works to the City/UKRA. 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________day

of________________, 20____.

Subcontractor: ________________________________

__________________________________________

By:  
Title:
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"J" SUBCONTRACTOR’S ASSIGNMENT OF COPYRIGHTS
AGREEMENT BETWEEN
UPPER KIRBY REDEVELOPMENT AUTHORITY

AND

ENGINEER FIRM NAME

FOR

PHASES II, AND III

PROFESSIONAL ENGINEERING SERVICES

FOR DESIGN OF:

PROJECT NAME

WBS No. T-19XXX-000X-3; File No. UK-XXX