



# TRAVIS COUNTY PURCHASING OFFICE

Bonnie S. Floyd, MBA, CPPO, CPPB, Purchasing Agent

PO BOX 1748 / Austin, Texas 78767 / (512) 854-9700 / Fax (512) 854-9185

August 4, 2017

You are invited to submit your Qualifications Statements in accordance with the instructions in this Request for Qualifications (RFQ) **Q1707-021-LP**, Professional Engineering Services for the design of the **Steiner Ranch Evacuation Route Design**. An original Qualifications Statement and three (3) copies must be submitted to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas no later than **2:00 p.m., Central Standard Time, on September 14, 2017.**

Or, you may upload your Statement of Qualifications (SOQ) to Travis County's third-party online procurement website, **Bidsync.com**, no later than **2:00 p.m., Central Standard Time, on September 14, 2017.**

**\*Please upload only one pdf document. If you submit your SOQ online, there is no need to submit an original and three (3) hard copies.**

There is no expressed or implied obligation for Travis County to reimburse respondents for preparing Qualifications Statements in response to this request, and Travis County will not reimburse such expenses.

**An optional pre-proposal conference will be held for this project on August 23, 2017 at 10:00 a.m., Central Standard Time, Purchasing Office Conference Room, at 700 Lavaca, Suite 800, Austin, Texas 78701.**

Qualifications Statements not submitted electronically must be submitted to the Travis County Purchasing Agent using any of the following methods:

<b><u>1. Hand Delivery:</u></b> Travis County Purchasing Office 700 Lavaca Street, Suite 800 Austin, Texas 78701	<b><u>2. Mailed via United States Postal Service (USPS):</u></b> Travis County Purchasing Office P.O. Box 1748 Austin, Texas 78767	<b><u>3. Third-Party Delivery (i.e. DHL, FedEx, UPS, or other private courier service):</u></b> Travis County Purchasing Office 700 Lavaca Street, Suite 800 Austin, Texas 78701
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and the envelope in which the Qualifications Statements are enclosed is to be marked:

**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE STIENER RANCH EVACUATION ROUTE DESIGN  
RFQ Q1707-021-LP  
DO NOT OPEN IN MAILROOM**

Further information may be obtained by calling the Purchasing Office at (512) 854-9700.

Sincerely,

Bonnie S. Floyd, MBA, CPPO, CPPB  
Purchasing Agent

**REQUEST FOR QUALIFICATIONS (RFQ)  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE STIENER RANCH EVACUATION ROUTE DESIGN**

**TABLE OF CONTENTS**

**PART I**      **GENERAL INFORMATION**

- 1.0      REQUEST FOR QUALIFICATIONS STATEMENT
- 2.0      THE PROJECT
- 3.0      SCOPE OF SERVICES
- 4.0      REQUIREMENTS FOR STATEMENT
- 5.0      HISTORICALLY UNDERUTILIZED BUSINESS (“HUB”) PROGRAM
- 6.0      STATEMENT OF QUALIFICATIONS EVALUATION
- 7.0      OTHER CONDITIONS

**PART II**      **PROFESSIONAL SERVICES**

This entire section will become Appendix A, Scope of Services, to the Professional Services Agreement (PSA). To view a draft version of the PSA, please visit the Travis County FTP site.

To access Travis County's FTP site, please go to link below and use the login name and password as provided, which are case-sensitive:

<https://ftpservice.co.travis.tx.us>

Username: purchguest

Password: Purchguest1

Select the project folder named RFQ.DRAFT.PSA, and then click the left arrow to transfer the project folder to your local computer directory.

**PART III**      **RFQ ATTACHMENTS**

- ATTACHMENT 1      PROFESSIONAL SERVICES QUESTIONNAIRE
  
- ATTACHMENT 2      ETHICS AFFIDAVIT  
EXHIBIT A: SEE ATTACHED, KEY CONTRACTING  
PERSONS LIST, IN DOCUMENTS SECTION OF BIDS SYNC
  
- ATTACHMENT 3      STATEMENT INFORMATION AFFIDAVIT
  
- ATTACHMENT 4      HUB PROGRAM REQUIREMENTS AND HUB PROGRAM  
DECLARATION

**REQUEST FOR QUALIFICATIONS (RFQ)  
PROFESSIONAL ENGINEERING SERVICES  
FOR THE STIENER RANCH EVACUATION ROUTE DESIGN**

**PART I - GENERAL INFORMATION**

**1.0 REQUEST FOR QUALIFICATIONS STATEMENT**

The Travis County Purchasing Office, in conjunction with the Travis County Transportation and Natural Resources Department (collectively, the “County”) seeks Qualifications Statements from professional engineering firms (“Respondent” or “Engineer”) to provide professional engineering services as described in this RFQ.

**2.0 THE PROJECT**

For purposes of this RFQ, the “Project” means professional engineering services required for the development of preliminary design and plans, specifications, and engineering (“PS&E”) documents for the STIENER RANCH EVACUATION ROUTE DESIGN, located in Precinct(s) 2 and 3.

**3.0 SCOPE OF SERVICES**

Refer to Part II of this RFQ.

**4.0 REQUIREMENTS FOR STATEMENT**

- 4.1 Statements submitted in response to this RFQ must include the completed Professional Services Questionnaire (Attachment 1) and any other information supplemental to the questionnaire that will aid in the evaluation. The questionnaire must be filled out completely. No modifications may be made to the wording of the questions. Statements submitted with questionnaires that are incomplete or inaccurate, or that have been altered, are subject to rejection.
- 4.2 Respondents may submit Qualifications Statements as individual firms or as joint ventures, provided that all Joint Venture firms must be engaged in the actual performance of professional engineering services (requiring a registered professional on staff) where these activities are defined as basic services in the Draft Professional Services Agreement.
- 4.3 RESERVED
- 4.4 The Qualifications Statement must include an organizational chart showing the organizational structure of the Project, a single point of contact with the County, and a general explanation describing Project leadership and reporting responsibilities.
- 4.5 The Statement must include the name, address, and telephone number of the Respondent or the person in the Respondent’s organization who is authorized to negotiate contract terms and render binding decisions on contract matters.

## RFQ Q1707-021-LP

- 4.6 The County, at its sole discretion, expressly reserves the right to request any additional information from a Respondent that is deemed relevant to this RFQ. All responses in the Statement will be reviewed for accuracy and Respondent may be required to provide additional information in support of those Statements. Statements that cannot be verified as to accuracy may be discounted in the evaluation process.

## 5.0 **HISTORICALLY UNDERUTILIZED BUSINESS (“HUB”) PROGRAM REQUIREMENTS**

### 5.1 GENERAL INFORMATION

- 5.1.1 It is the policy of Travis County that HUBs will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program requires consultants to make a Good Faith Effort (“GFE”) to meet or exceed the HUB participation goals stated in the HUB Program Declaration attached to this solicitation as Attachment 4.
- 5.1.2 To be considered a “Certified HUB,” consultant and/or subconsultants must have officially been certified as a HUB, Minority-Owned, Women-Owned Business Enterprises (M/WBE), or a Disadvantaged Business Enterprise (DBE) by the State of Texas, the City of Austin, or the Texas Unified Certification Program, and hold a current certification at the time the contract or subcontract is entered into.
- 5.1.3 A “subconsultant” for the purpose of this section, is defined as any consultant who provides supplies, materials and/or services to a second consultant if the supplies/materials/services are used in fulfillment of the second consultant’s contractual obligations with the County.

### 5.2 REQUIREMENTS DURING STATEMENT EVALUATION PROCESS

- 5.2.1 During the statement evaluation process, consultant will be required to comply with all HUB Program requirements described in the HUB Program Declaration. *Note: The HUB Program Declaration is considered an integral component of this solicitation and consultant must complete all sections of the Declaration. Travis County will consider a qualifications statement that does not include a completed HUB Program Declaration as non-responsive, and may recommend to the Commissioners Court that the qualifications statement be rejected.*
- 5.2.2 If consultant complies with all GFE requirements stated in the HUB Program Declaration and is unable to achieve the aspirational or project-specific goals stated for this project, consultant may be invited to meet with HUB Staff to discuss ways in which to increase HUB participation. If consultant has exhausted all reasonable efforts to meet the stated goals, HUB Staff may issue a waiver with Commissioners Court approval.
- 5.2.3 If consultant fails to comply with all GFE requirements stated in the HUB Program Declaration, consultant’s qualifications statement will be considered non-responsive. The County may, at its sole option, provide that consultant with an opportunity to cure the non-compliance with the assistance of HUB Staff. If consultant succeeds in curing the non-compliance, has exhausted all reasonable efforts to meet the stated goals, and is unable to achieve the aspirational or project-specific goals stated for this project, HUB Staff may issue a waiver with Commissioners Court approval.

### 5.3 VENDOR TRACKING SYSTEM

- 5.3.1 Consultant must maintain business records documenting compliance with the HUB Program requirements, and must enter payments made to subconsultants of all tiers into the Travis County Purchasing Office’s electronic reporting system (the “Vendor Tracking System” or “VTS”). This

## RFQ Q1707-021-LP

electronic report is required as a condition for payment to facilitate the County's ability to track the identity of and the amount paid to all subconsultants.

- 5.3.2 Consultant will be responsible for the use of the system and must require all subconsultants to comply with VTS system reporting procedures.
- 5.3.3 Failure by consultant to comply with the requirements of this Section 5.3 may result in cancellation of the contract award and/or contract termination in accordance with the procedures set forth in this solicitation. Additionally, if the County determines that consultant is in default of the mandatory VTS reporting requirements, the County may consider such conduct against consultant in the evaluation of future solicitation responses submitted by consultant and in considering future contract awards to consultant.
- 5.3.4 Training and additional information regarding the use of this system will be provided to consultant by HUB staff after contract award but prior to commencement of contract performance. If consultant has any questions regarding the VTS system or difficulty in locating Certified HUB subconsultants, consultant should contact HUB staff at (512) 854-9700 or [hubstaff@traviscountytexas.gov](mailto:hubstaff@traviscountytexas.gov) for assistance.

### 5.4 CONSULTANT ATTESTATION REGARDING PAYMENT INFORMATION

- 5.4.1 Consultant will be required to attest to the following facts prior to submission of payment applications, invoices, and PARs:

- (1) that consultant has received all invoices from subconsultants and/or suppliers for the current payment period;
- (2) that consultant will pay subconsultants and/or suppliers within ten (10) business days of receiving payment from Travis County;
- (3) that consultant's Progress Assessment Report ("PAR") for the specified audit period, as well as the date of payment provided with her/his payment application to the County department for the project, are complete and accurate;
- (4) that consultant understands, acknowledges and agrees that misrepresentation of payment information will be considered a breach of contractual obligations and that Travis County may exercise all rights and remedies, at law or in equity, in response to such breach.

## 6.0 STATEMENT OF QUALIFICATIONS EVALUATION

- 6.1 An evaluation committee comprised of County staff will review and evaluate the Statement of Qualifications ("SOQ") submission as follows:

A. Written submissions will be evaluated and scored using the Technical Expertise Evaluation Criteria set forth in paragraphs 6.4A – 6.4E, below. The scores received may be used to identify a "shortlist" of the Respondents.

B. If the County short-lists the Respondent firms, those shortlisted may be asked to make an oral presentation of their Technical Plan to the evaluation committee. The oral presentation will be evaluated and scored in those categories listed in paragraph 6.5.1, below. In addition to the oral presentation, each firm will be interviewed. Interviews will be evaluated and scored as described in paragraph 6.5.2, below.

C. After interviews, the Purchasing Agent and the County Executive for Transportation and Natural Resources (“TNR”) may make a recommendation for contract negotiation to the Commissioners Court based upon the SOQ evaluation scores alone or, if oral presentations and interviews are conducted, the combined scores of the SOQ and oral presentation/interview. Alternatively, the Purchasing Agent and the County Executive for TNR may proceed to engage in contract negotiation without the participation of the Commissioners Court.

*NOTE: The SOQ evaluation score and the combined oral presentation and interview score will be added together and divided by 2, creating a final score represented by a percentage between 0 to 100%.*

D. If the recommendation is presented to the Commissioners Court, the Court, at its option, may accept the recommendation of the evaluation committee and/or request that presentations be made directly to the Court for further evaluation. An overall evaluation score for each Respondent will be presented to the Court; however, Respondents’ individual criteria scores will be released only upon request and only once the contract has been awarded.

E. If the recommendation is presented to the Commissioners Court, the Court may select the firm that is determined to be the most highly qualified Respondent on the basis of demonstrated competence and qualifications, and authorize the Purchasing Agent and County Executive for TNR, or their authorized representatives, to negotiate a contract at a fair and reasonable fee.

F. If the Commissioners Court participates in the evaluation process and an agreement is not reached with the selected firm, the Court will then direct staff to begin negotiations with the next most highly qualified Respondent. This process will continue until a contract is finalized. If the Commissioners Court does not participate in the evaluation process and the Purchasing Agent and the County Executive for TNR, or their authorized representatives, do not reach agreement with the selected firm, the Purchasing Agent and the County Executive for TNR, or their authorized representatives, will begin negotiations with the next most highly qualified Respondent. This process will continue until a contract is finalized.

- 6.2 The County reserves the right to consider any other criteria that might be relevant with respect to the goals to be achieved by this RFQ. In consideration of the submittals, the County reserves the right to select the acceptable Respondent(s) that offer conditions most favorable to the County. As a result of any past experience with or investigations into any proposed firms or team member, the County reserves the right to suggest changes to the makeup of any proposed Project team.

Additional information that the County may consider in evaluating Respondents is listed below:

- A. Local Office; Work to be performed locally
- B. Previous Work Load with Travis County
- C. Financial Limitations: Financially Capable
- D. Recent Audit by a Governmental Entity
- E. Legal Considerations: Liability Insurance, Lawsuits
- F. Will workload impede firm’s ability to complete this work on time?
- G. Objections to PSA

- 6.3 Respondent may submit either as a Prime Firm or a Joint Venture, provided that all Joint Venture firms must be engaged in the actual performance of the professional services solicited in this RFQ.

The Technical Expertise Evaluation Criteria set forth in paragraphs 6.4A – 6.4D, below, will be evaluated using the weighted evaluation factors and corresponding percentage (%) scale as listed below, for which points (1 – 5) will be assigned, based on information submitted for all Primes or Joint Ventures, and Subconsultants. The scale is as follows:

- 1 - Minimally Acceptable
- 2 - Acceptable
- 3 - Slightly Above Acceptable
- 4 - Significantly Above Acceptable
- 5 – Superior

6.4 TECHNICAL EXPERTISE

Technical Expertise will be evaluated in four categories, each weighted with the percentage indicated. All four categories add up to 100%.

Example: Evaluation Committee Member #1 assigns Firm XYZ the following points:

Adequacy of Staff: 3  
Prime Firm's Comparable Project Experience: 4  
Sub-Consultant's Comparable Project Experience: 4  
Project Manager and Principal: 3  
HUB Program Evaluation: 3

Calculation of Score:

$3 \times 10\% = .3$   
 $4 \times 40\% = 1.6$   
 $4 \times 15\% = .6$   
 $3 \times 30\% = .9$   
 $3 \times 5\% = .15$

$.3 + 1.6 + .6 + .9 + .15 = 3.55$

The scores of all Evaluation Committee Members will be added together to arrive at each firm's total score for Technical Expertise based on the SOQ.

A. **ADEQUACY OF STAFF (10%)**

Respondent must have adequate current full-time staff, both registered professionals in the applicable field and technical and administrative support staff, to competently and efficiently perform the work. For this Project a minimum staff size will be required (see Exhibit A).

B. **PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (40%)**

Members of the prime firm's (or Joint Venture Firm's) Project team assigned to this Project and identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions. All work performed by the members of the Project team during the past **five years** that relates to, and will contribute toward, the success of the Project will be considered. For this Project, Respondent is required to indicate a minimum number and total construction cost of successful similar projects designed by the members of the Project team. A minimum aggregate fee dollar volume of work performed by the staff will also be required for areas of design that are applicable to this Project (see Exhibit A). Respondent must provide

documentation for the projects claimed as pertinent that demonstrate experience with local conditions and design standards.

**C. SUB-CONSULTANT’S COMPARABLE PROJECT EXPERIENCE (15%)**

Members of the sub-consultant’s Project team assigned to this Project and identified in the Project management chart must have work experience pertinent to the Project under consideration and local conditions. All work performed by the members of the Project team during the past ten years that relates to, and will contribute toward, the success of the Project will be considered. Respondent must provide documentation for the projects claimed as pertinent that demonstrate experience with local conditions and design standards.

**D. PROJECT MANAGER AND PRINCIPAL (30%)**

The Project Manager assigned by Respondent must be registered as a professional engineer in the State of Texas and must have adequate experience in managing projects of a similar size and type. For each project a minimum number of years’ experience in applicable project management will be required (see Exhibit A). Project Principal shall also demonstrate applicable management skills and experiences overseeing project implementation, resource management, conflict resolution, and performance evaluation.

**E. HUB PROGRAM (5%)**

The Respondent must submit a completed HUB Program Declaration and supporting documentation verifying that the Respondent(s) has notified a minimum of three (3) HUBs and all plan rooms pursuant to the subconsulting opportunities identified in the County Special Instructions and Additional Requirements.

**6.5 PROFESSIONAL SERVICES – ORAL PRESENTATION OF TECHNICAL PLAN AND INTERVIEW EVALUATION**

Highest-ranked firms that meet the minimum requirements listed above may be “shortlisted” (a minimum of 2 firms and maximum of 5 firms) and invited to have their key staff members make a presentation of their technical plan to the evaluation committee and/or the Commissioners Court. In addition, each shortlisted firm will be interviewed as described below. Each interviewed firm will be asked the same questions. The oral presentation score will be added to the interview score for the Respondent’s combined total score for this Section 6.5.

**6.5.1 TECHNICAL PLAN (WEIGHTED 60%)**

The Technical Plan will be evaluated in six categories, each weighted with the percentage indicated. All six categories add up to 60%. As in the Technical Expertise evaluation process, scoring will be based on points (1 – 5) assigned for each of the six categories.

- A. Project knowledge (10%)
- B. Completeness (10%)
- C. Clarity (10%)
- D. Conciseness (10%)
- E. Cohesiveness (10%)
- F. Graphics (10%)

The evaluation committee members will also consider as a general matter if they like the plan and believe it will be suitable to the task at hand.



For the Technical Plan evaluation, points will be assigned on the following basis:

Score of 1 = Minimally Acceptable: Typical Basic Services tasks listed and/or discussed with no reference to specific Project design concerns.

Score of 2 = Acceptable: Typical Basic Services tasks listed and/or discussed with little reference to specific Project design concerns.

Score of 3 = Slightly Above Acceptable: Basic Services tasks listed, plus discussion of specific aspects of this Project.

Score of 4 = Significantly Above Acceptable: Basic Services tasks listed, plus discussion of specific aspects of this Project. Plan demonstrates familiarity with or demonstrated experience in the Project area and knowledge of local criteria conditions, ordinances, permitting processes, etc., and includes recommendations for reducing Project costs by outlining a value engineering approach.

Score of 5 = Superior: The above, plus solutions to Project-specific design issues or methods of expediting design and construction timelines.

#### 6.5.2 INTERVIEW QUESTIONS (WEIGHTED 40%)

The interview panel will ask 5 questions relevant to the Project and/or the firm. All questions will be weighted equally.

The Interview will be evaluated using weighted evaluation factors established specifically for the Project and developed to address the Project's unique requirements. Each factor will carry a corresponding percentage of 8%. Scoring will be based on points (1 – 5) assigned for each question. The scale is as follows:

- 1 - Minimally Acceptable
- 2 - Acceptable
- 3 - Slightly Above Acceptable
- 4 - Significantly Above Acceptable
- 5 – Superior

### 7.0 OTHER CONDITIONS

- 7.1 All costs directly or indirectly related to the preparation of the response to this RFQ, including any oral presentation that may be required by the County, will be borne solely by Respondent.
- 7.2 Respondent shall provide a statement that it will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin and that Respondent will make efforts to ensure that employment is offered to applicants without regard to their race, religion, sex, color, or national origin. The Statement should include a description of any existing affirmative action plan.
- 7.3 Respondent shall provide a statement indicating compliance by all Prime firms with the Travis County Ethics Policy.

7.4 DEFINITIONS:

7.4.1 The term "Agreement" means the Professional Services Agreement awarded pursuant to this Request for Qualifications, including any and all attachments, exhibits, appendices, and other documents incorporated therein by reference.

7.4.2 Transportation and Natural Resources Department ("TNR") means the County department that reports to the County Executive for the Transportation and Natural Resources Department and acts as staff to the Commissioners Court. The County Executive for TNR, or designated representative, shall administer the Professional Services Agreement for this Project. A Project Manager shall be assigned to this Project from the TNR Public Works Division. All communications and direction shall be through the Project Manager.

7.4.3 The Travis County Purchasing Office ("TCPO") means the County Office responsible for advising the Commissioners Court on all procurements by the County. The Purchasing Agent reports to the Purchasing Board.

7.5 FORFEITURE OF AGREEMENT:

Respondent shall forfeit all benefits of the Agreement and County shall retain all performance by Respondent and recover all consideration or the value of all consideration, paid to Respondent pursuant to the Agreement if:

7.5.1 Respondent was doing business with any Key Contracting Person at the time of execution of the Agreement or had done business during the 365 day period immediately prior to the date on which it is executed; or

7.5.2 Respondent does business with a Key Contracting Person at any time after the date on which the Agreement is executed and prior to full performance of the Agreement.

7.5.3 "Is doing business" and "has done business" means:

(A) paying or receiving in any calendar year any money or other valuable thing with a value of more than \$250 in the aggregate in exchange for personal services or for purchase or use of any property or property interest, either real or personal, either legal or equitable; or

(B) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in any calendar year but does not include

(i) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

(ii) Any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business, or

(iii) If Contractor is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Contractor by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the contract.

## RFQ Q1707-021-LP

- 7.5.4 “Key Contracting Person” means any person or business listed in listed in Exhibit A to Attachment 2 (“Ethics Affidavit”), attached to and made a part of the Agreement.
- 7.6 RESERVED
- 7.7 In considering the Qualifications Statements, the County reserves the right to select the Respondent who offers contractual terms and conditions most favorable to the County.
- 7.8 The County expressly reserves the right to reject any or all Qualifications Statements or part(s) of any Qualifications Statement received in response to this RFQ and/or to contract with other entities for provision of the services related to this RFQ, regardless of whether said entity submitted a Qualifications Statement in response to this RFQ. Requirements stated in the RFQ may become part of the Agreement and any deviations from these requirements must be specifically defined by the Respondent in the resulting Qualifications Statement, which, if accepted, may also become part of the Agreement. The County, however, reserves the right to modify the conditions of this RFQ, to contract for segments of this RFQ, and/or to negotiate the price and any other terms with prospective Respondents as needed. The work to be provided under this RFQ is not assignable by Respondent without the express written permission of the Commissioners Court.
- 7.9 Respondent shall comply with all applicable rules and regulations of federal, state, and local governing entities.
- 7.10 Respondent(s) shall provide a notarized Statement Information Affidavit (Attachment 3) that all information provided in the Qualifications Statement and in any discussions with the Commissioners Court and/or staff is true and accurate to the knowledge of Respondent(s).
- 7.11 Conflict of Interest Questionnaire
- If required by Chapter 176, Texas Local Government Code, the CONSULTANT shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONSULTANT shall update this Questionnaire by September 1 of each year for the duration of the Agreement, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the CONSULTANT shall submit an updated Questionnaire. The CONSULTANT should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.
- 7.12 Certification of Eligibility
- This provision applies if the anticipated contract exceeds \$25,000. By submitting a statement in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not on the federal government’s list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of Statement submission and time of award, the Respondent shall notify the Travis Purchasing Agent. Failure to do so may result in terminating the Agreement for default.
- 7.13 Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the

**RFQ Q1707-021-LP**

Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The successful Respondent will be required to submit a signed and notarized 1295 form to the Travis County Purchasing Office prior to the award of this solicitation and/or prior to signing a contract with the County. The successful Respondent will be required to download the form via the Texas Ethics Commission's website at:

<https://www.ethics.state.tx.us/forms/1295.pdf>

For more information and an instructional video go to:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The "identification number" to be used on the 1295 form for this procurement is:

*Q1707-021-LP*

All prospective Respondents shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful Respondent for this procurement.

7.14 **RFQ DOCUMENTS WHICH MUST BE COMPLETED AND RETURNED WITH THE QUALIFICATIONS STATEMENT ARE:**

**ATTACHMENT 1** PROFESSIONAL SERVICES QUESTIONNAIRE

**ATTACHMENT 2** ETHICS AFFIDAVIT  
EXHIBIT A: SEE ATTACHED, KEY CONTRACTING  
PERSONS LIST, IN DOCUMENTS SECTION OF BIDSUNC

**ATTACHMENT 3** STATEMENT INFORMATION AFFIDAVIT

**ATTACHMENT 4** HUB PROGRAM REQUIREMENTS AND HUB PROGRAM  
DECLARATION

**PART II  
PROFESSIONAL SERVICES  
STIENER RANCH EVACUATION ROUTE DESIGN**

**SCOPE OF SERVICES**

The *Steiner Ranch Evacuation Route* is a capital improvement project proposed to provide an alternative evacuation route out of the Steiner Ranch neighborhood. The project will include identification and evaluation of up to four possible emergency evacuation routes out of the Steiner Ranch subdivision and subsequent design of the final selected route.

This project is located in Travis County Precincts Two and Three.

Proposed funding is by 2017 Certificate of Obligation bonds.

**1.0 General Scope of Services:**

The Consultant shall provide professional services to identify four possible evacuation routes, evaluate all identified routes, collaborate with citizens of the area affected, and produce complete preliminary and schematic recommendations, preliminary and final Plans, Specifications, and Estimates (PS&E) for the final selected route and roadway. In general, route refers to the all-weather surfaced road located within the evacuation route easement, and roadway refers to an existing or proposed road located within public right-of-way accepted for Travis County maintenance.

These services will include, but are not limited to the following:

**STEP 1:**

- Identify up to four feasible alternative evacuation routes out of the Steiner Ranch Neighborhood.
- Evaluate the effectiveness, cost and feasibility of each proposed route.
  - Prepare exhibits for public meetings to include layout, row, easement, neighborhood compatibility, environmental & drainage considerations.
- Meet with local community representatives to obtain feedback on possible routes
- Conduct a community meeting to propose the feasible routes and obtain community comment.
- Identify the most feasible route with consensus from Travis County and community representatives.
- Proceed to Step 2.

**STEP 2:**

- Evaluate/modify/recommend existing and proposed roadway/route geometries, alignments and profiles;
- Evaluate/recommend route standard and non-standard cross sections and materials;
- Prepare stormwater/drainage management and quality control mitigation plans;
- Prepare environmental management plans, assessments and mitigation plans including a construction mitigation schedule;
- Prepare Stormwater Pollution Protection Plan and Federal Emergency Management Agency Letter of Map Revision (LOMR) if required;
- Prepare schematic and final right-of-way and easement parcel exhibits for improvements;
- Develop and prepare a complete set of Plans, Specifications, and Estimates (PS&E documents) for the project including Construction Documents to standards stipulated by the County;
- Prepare landscape plans, in schematic and final document form (PS&E);
- Perform and prepare land surveys, geotechnical investigations and reports with analysis for alignment, alternate pavement design and slope stability analysis, and parcel acquisition documents, planimetric and topographic;
- Develop and complete a Community Wildfire Protection Plan (CWP Plan) for this project including traffic flow, intersection safety analyses, include turn lanes and counter-flow lanes, public outreach, and actions necessary to obtain concurrence from ESD No. 6, neighborhoods and other parties affected by the plan. This CWP Plan shall enhance the existing *Community Wildfire Protection Plan, 2014*;
- Develop roadway/route signage, pavement marking plans and traffic control plans for typical and evacuation use;
- Develop plans for utility relocation;
- Prepare and monitor project costs and apply cost recovery methodologies such as value engineering;
- Prepare and execute project management, risk reduction and QA/QC plans;

## RFQ Q1707-021-LP

Acquire all appropriate regulatory Federal, State, County, ESD No. 6 and City permit approvals and clearances;  
Provide Bid assistance; and  
Construction Administration and Management Services.

In addition, the Consultant will also perform the following services:

Preserve existing neighborhood characteristics throughout process;  
Perform and prepare tree survey;  
Submit Plans to Austin Area Utility Coordination Committee;  
Coordinate all services to meet project deadlines, meetings and project phases;  
Prepare exhibits and attend meetings with Travis County staff, Emergency Service District number 6 - Lake Travis Fire Rescue (ESD 6), regulatory agencies, and public groups, both as a technical advisor and as a project presenter;  
Provide final CWP Plan in format acceptable to the County and ESD 6.  
Develop and submit an Engineer's estimate of costs at each phase or part of the project;  
Follow generally recognized professional engineering methodology and standards of care;  
Establish and provide a detailed project design task chart to minimally include start, end, ties to other tasks and criticality. Monitor and provide task completion report to the County monthly or as agreed by the County. Detailed task chart shall minimally include milestones, phases, work tasks, and permitting;  
Produce a utility relocation plan and coordinate ALL utility relocation efforts with the appropriate utility company. See Attachment 2 to Exhibit 3 of the draft Professional Services Agreement for detailed explanation of services required;  
Compile all reports, charts, schedules, Engineer's estimate of costs, calculations, studies and other information due, but not part of the plan set, in the form of a Preliminary, Updated or Final Technical Memorandum as required by project phase or part;  
Provide Construction Administration to include coordination with Contractor, other agencies and the County; provide technical review for project submittals from Contractor or other agency; and other work further described by Construction Administration and Management Services below; and  
Submit any and all information with the appropriate document date, date of revision with preparer's name. Cover sheet dating is required, but will not provide appropriate date for attachments to submittal.

### **2.0 Specific Project Information:**

The proposed alignment of the route is not determined. The project is generally located on the western side of the Steiner Ranch subdivision; this does not preclude inclusion of other area(s) for consideration. The project shall not move beyond Preliminary Engineering (Work Product 1 Part 1) until consensus, as defined by the County, is reached. Therefore, review and preliminary engineering analysis of numerous evacuation routes and safety plans are anticipated.

The evacuation route, located within an easement, shall be limited to emergency traffic use only. This part of the route shall be configured to preclude accidental and regular use. Consultant shall consider non-standard route cross section and materials; recommendations with priorities shall minimally be based upon an all-weather surface, length of route, terrain, in-situ and post development geology, cost, and neighborhood & environmental compatibility. The minimum desirable design speed is 25 MPH but consideration will be given to using 20 MPH where significant excavations and embankments can be avoided. Parts of the evacuation route will include existing right-of-way, this part of the route shall maintain posted speed at all times. Sidewalks, other than sidewalk replacement, are not required. Consultant shall recommend easement width required for route to accommodate a 20' wide vehicular access route. Consultant shall also evaluate existing roadways and infrastructure along the overall evacuation route by assessing, recommending and designing improvements required for a permanent safe evacuation route from Steiner Ranch to a publically maintained arterial roadway. The construction plans shall clearly delineate the right-of-ways and easements, both temporary and permanent, necessary to construct the evacuation route.

The following information should be considered in the development of the roadway/route improvements:

- Limited access in the area may preclude road closures for construction; and

## RFQ Q1707-021-LP

- Due to the proximity of existing homes, established neighborhoods and sensitive habitat; consideration shall be made for visual screening, protection and mitigation, and compatibility with and minimal impact to existing infrastructure, including construction impacts such as timing, detours and construction sequencing.

The Consultant shall provide five specific Work Products and/or support services, each with a separate agreement and a separate fee, each requiring a separate “Notice to Proceed (NTP)” under the same Agreement. After the first Work Product, the County may or may not exercise the option to proceed to the next Work Product or to amend the Agreement to produce additional Work Products. Authorization to proceed to the next Work Product or phase shall be in writing in the form of a “Notice to Proceed”. Each phase shall commence with a kick-off meeting including attendees as directed by the County.

The required Work Products/Phases include:

- Work Product 1, Part 1 and Part 2** preliminary engineering documents;
- Work Product 2, 60%** complete design documents;
- Work Product 3, 90%** complete design documents;
- Work Product 4, 100%** complete “bid-ready” set of construction documents;
- Work Product 5,** Construction Administration and Management Services.

Each Work Product shall be submitted for review and a written Notice to Proceed shall be issued by the County before commencing the next Work Product. A subsequent Notice to Proceed shall not be issued until a complete and appropriate submittal by the Consultant for the preceding phase is approved by the County. Each work product submittal shall include a cover letter from the Consultant stating the name of the Consultant’s design team who performed a Quality Assurance/Quality Control Check and the appropriate Technical Memorandum. Allow three weeks for County review. Review may include written comments and/or approval for each submittal. Resubmittals require three weeks for the County review. Resubmittal(s) required unless specifically stated, “resubmittal not required”, in review comments.

### 2.1 Work Product 1

This Work Product is two parts.

#### 2.1.1 Work Product 1 Part 1:

Part 1 will be the results of preliminary engineering analysis, the Consultant’s recommendations in prioritized format and community consensus. Part 1 deliverables shall be submitted in four bound reports. The requirements for Part 1 deliverables shall be determined with the County’s Project Representative on a case-by-case basis, at a minimum shall include the following:

- a) Preliminary engineering assessments, surveying, research and calculations to make sound engineering recommendations;
- b) Prioritized route and roadway improvement recommendations;
- c) Schematic alignments;
- d) Route pavement, construction materials, and design;
- e) Roadway/route cross-sections, typical and worst case;
- f) Design and construction schedule (project schedule), all schedules shall include CPM;
- g) Construction environmental timing and mitigation plans;
- h) Neighborhood considerations;
- i) Engineer’s estimate of costs for each recommendation;
- j) Preliminary permit and clearance list;
- k) Exposure and obstacle summary;
- l) Exhibits/visuals for Public meeting(s);
- m) Signed Work Product 2.1.1 QA/QC documentation, format as agreed to by the County;
- n) Prepare for, attend and document public and regulatory agency meeting(s); and
- o) Prioritized recommendations shall be presented to the County at a workshop. Consultant shall prepare for, attend and document workshop. It is the objective of this workshop to consider all recommendations, public and regulatory comments, and establish consensus or develop a plan to move preliminary engineering forward to Part 2. Part 2 shall commence after the workshop, or review and concurrence by the County of Part 1; but not prior to the first Public



## RFQ Q1707-021-LP

Meeting. Should the Public Meeting result in minimal preliminary engineering redirection, Part 1 shall be considered complete. Should the Public Meeting result in significant preliminary engineering redirection, Part 1 shall not be considered complete. Significant redirection shall be resolved jointly by the Consultant and the County, and a preliminary engineering revision shall be established. Subsequent Workshops or Public Meeting(s) will be considered at the time of the workshop.

### **2.1.2 Work Product 1 Part 2:**

Part 2 shall result in complete preliminary engineering documents for the improvements after approvals noted above. Part 2 deliverables to include a final preliminary engineering report and plans for the design elements to fully address the project scope. The requirements for the Part 2 deliverables shall be determined with the County's Project Representative on a case-by-case basis, at a minimum shall include the following:

- a) Cover sheet indicating project name and #; site location; design speed; project limits with beginning and ending stations; names and signature blocks for the project owners/partners; plan legend; design assumptions list and the proposed index of drawings to be included in the plan set;
- b) Site layout drawing;
- c) Typical roadway/route sections with proposed and existing conditions;
- d) Plan and profile sheets with existing conditions and explanation of design speed, sight distance, drainage, landscape, water quality, and environmental determinations are met as well as the proposed type and location of any significant structures to be included, moved, modified or demolished, utilities are typically considered significant;
- e) Plan sheets shall include location of proposed right-of-way and easement acquisition, temporary and permanent;
- f) Cross-sections for roadways/routes showing existing ground conditions and depicting proposed conditions based upon preliminary alignments and typical sections, alternate materials or design shall be clearly identified;
- g) Identification of limits of construction and properties that could be affected by the proposed construction;
- h) Identification of existing easements and utilities that could be affected by the proposed construction;
- i) Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made.
- j) Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget, update exposure and obstacle summary with resolutions/recommendations;
- k) Stormwater Management plan including 10, 25, 50 and 100 year design storm analyses;
- l) Updated list of permits and clearances required by regulatory agencies, and right-of-way/easement parcels needed;
- m) Prepare updated CWP Plan;
- n) Prepare updated project schedule with status tracking, all schedules shall be updated and shall include CPM; and
- o) Preliminary Technical Memorandum to include Environmental & Geotechnical Report, all calculations, reports, update to Part 1 report, if changes occurred, schedules, Engineer's estimate of costs, charts and other information to be submitted which are not a part of the construction document plan set, indexed with table of contents (toc);
- p) Signed Work Product 2.1.2 QA/QC documentation, format as agreed to by the County;
- q) Prepare for, attend and document Public Meeting(s) and meeting(s) with regulatory agencies; and
- r) Prepare for, attend and document Work Product 2.1.2 workshop.

Total projected time for completion of Work Product 1 Part 1 is 120 calendar days from date of NTP issuance. Total projected time for completion of Work Product 1 Part 2 is 90 calendar days from date of NTP issuance.

### **2.2 Work Product 2 60% Design**

The 60% drawings shall address all major design issues and set direction for completion of the construction documents. Public meetings may be required. The requirements for the 60% design deliverables shall be determined with the County's Project Representative on a case-by-case basis, at a minimum shall include the following:

- a) Complete site layout drawings;
- b) Drawings that represent all items of work in the scope of services for the project, including coordinates for proposed alignment (no blank pages or missing pages).
- c) Typical roadway/route sections and cross sections to reflect more complete design;
- d) Draft specifications to include special provisions and special specifications (specifications);
- e) Update project schedule with status tracking and include sequence of construction, all schedules shall include CPM;
- f) Updated list of permits and clearances required, and schedule for obtaining all permits/clearances/ approvals/utility coordination required prior to bidding;

## RFQ Q1707-021-LP

- g) Drawings that demonstrate coordination between prime consultant and sub-consultants (no missing design components, including sub-consultant work);
- h) Update Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made.
- i) Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget, update exposure and obstacle summary with resolutions and recommendations;
- j) Draft ROW strip maps, sketches, & field notes. Final ROW documents to be submitted within 30 days of receiving review comments from the County;
- k) Detour and construction sequencing plan, and Traffic Control Plan;
- l) Updated CWP Plan;
- m) Updated project schedule with status tracking, all schedules shall be updated and shall include CPM;
- n) Signed Work Product 2 QA/QC documentation, format as agreed to by the County;
- o) Prepare for, attend and document Public Meeting(s) and meeting(s) with regulatory agencies;
- p) Prepare for, attend and document Work Product 2 workshop; and
- q) Prepare updated Preliminary Technical Memorandum to include Environmental & Geotechnical Report, all calculations, reports, updated Part 1 report, schedules, Engineer's estimate of costs, charts and other submittals, deliverables and information which are not a part of the construction document plan set, indexed with table of contents (toc).

Total projected time for completion of Work Product 2 is 90 calendar days from date of NTP issuance.

### **2.3 Work Product 3: The 90% complete PS&E documents**

The 90% documents shall be virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. Public Meeting(s) may be required. The requirements for the 90% design deliverables shall be determined with the County's Project Representative on a case-by-case basis, at a minimum shall include the following:

- a) Complete set of PS&E construction drawings with all design elements, details, cross-sections, profiles, quantities, utility plans and title sheet, all updated where appropriate;
- b) Full set of detailed specifications and index in bid-ready format (Microsoft Word format);
- c) Update Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made, clearly delineating changes to previous costs;
- d) Recommended changes for the County to consider if a problem has been identified that could adversely affect the project schedule or budget, update exposure and obstacle summary with resolutions and recommendations;
- e) Detailed bid schedule and alternates in the County's format and calculations for unit price quantities and final engineering design calculations;
- f) Updated list of permits and clearances required, and schedule for obtaining all permits/clearances/ approvals/utility coordination required prior to bidding;
- g) Final utility company costs and documentation including schedule from each utility contacted;
- h) Updated CWP Plan;
- i) Update and provide final project schedule and sequence of construction, all schedules shall include CPM;
- j) Prepare for, attend and document Public Meeting(s) and meeting(s) with regulatory agencies;
- k) Signed Work Product 3 QA/QC documentation, format as agreed to by the County;
- l) Prepare for, attend and document Work Product 3 workshop; and
- m) Prepare Final Technical Memorandum, formerly the updated Preliminary Technical Memorandum, containing all submittals, deliverables and information which are not a part of the construction document plan set, indexed with table of contents (toc).

Total projected time for completion of Work Product 3 is 60 calendar days from date of NTP issuance.

### **2.4 Work Product 4: 100% PS&E Bid Ready documents:**

The Consultant shall develop 100% complete, "bid-ready" PS&E documents. The documents shall include the final plans, specifications, Engineer's estimate of costs, bid schedule, permits, and calculations, and a list of any outstanding issues to be resolved before or during the Project bidding process. The design and environmental reports and permits shall be in

## RFQ Q1707-021-LP

compliance with County requirements and standards, and submitted in the form of a Final Technical Memorandum. The development requirements for the Work Product 4 tasks and deliverables shall be determined by the County, at a minimum shall include the following:

- a) Submittal cover letter; Final signed and sealed plan set of construction drawings with all sheets included, in electronic format and 3 ½-size sheet hard copies, all updated where appropriate;
- b) Final Engineer's estimate of costs, and bid & bid alternate, and project schedule in County-approved detailed format, include explanation of the method used and any assumptions that were made;
- c) Recommended changes for the County to consider if a problem has been identified that could adversely affect the project schedule or budget, update exposure and obstacle summary with resolutions and recommendations include schedule for all obtained and pending permits/clearances/ approvals/utility coordination required prior to bidding, during or after construction;
- d) Final updated construction schedule and sequence of construction, and final project schedule, all schedules shall include CPM;
- e) Provide updated utility status;
- f) Final set of detailed specifications, including an index, in "bid-ready" format (Microsoft Word (DOCX) format) and 3 sets of 8-1/2" x 11" printed copies, confirm format prior to print or submittal;
- g) Final calculations for quantities for bid and alternate items (organized by pay-item), and design elements, include in Final Project Technical Memorandum;
- h) Final CWP Plan;
- i) Final design shall include or address all previous review comments to the satisfaction of the County;
- j) Project Status Report, including the list of outstanding issues, see item c above, to be resolved before or during the Project bidding process, include final list of permits and clearances secured or pending;
- k) Provide Project Items and Project Directory documents;
- l) Electronic copy of Work Product 4 deliverables, where applicable, is due within ten (10) calendar days after submittal of Work Product 3. Construction drawings/CADD files shall be in MicroStation (DGN) format. Text documents shall be in Microsoft Word (DOCX) format. Schedules, including CPM, shall be in Microsoft Project (MPP) format, Microsoft Excel format, or pdf format;
- m) Signed Work Product 4 QA/QC documentation, format as agreed to by the County;
- n) Plan, attend, and document coordination meetings with utility and regulatory agencies;
- o) Final permits and environmental reports;
- p) Prepare for, attend and document Public Meeting(s) and meeting(s) with regulatory agencies;
- q) Prepare for, attend and document Work Product 4 workshop;
- r) Prepare Final Project Technical Memorandum delivered in an electronic format as described by l) and two 3-ring bound notebooks to include all reports, documents, permits, design calculations, all project submittals, deliverables and information which are not a part of the construction document plan set, indexed by a toc with divider tabs for each item labeled to correspond with toc. Plans and documents larger than 11" x 14" shall not be bound in notebooks, but indexed in toc indicating location of document. All documents shall be provided electronically regardless of document size. Electronic documents shall be indexed by a toc so documents may be readily found. Provide examples and format for review by the County prior to publishing either electronic or paper version of Final Project Technical Memorandum; and
- s) Provide bid assistance including, but not limited to:
  - 1) attendance at pre-bid meeting;
  - 2) response to Requests for Information;
  - 3) Prepare and distribute Addenda;
  - 4) Prepare and evaluate bid tabulation; and
  - 5) Other assistance necessary to achieve an apparent low qualified bidder.

Total projected time for completion of Work Product 4 is 60 calendar days from date of NTP issuance.

### **2.5 Work Product 5: Construction Administration and Management Services**

The Consultant shall provide Construction Phase services. The development requirements for the Work Product 5 (limited services and part of Agreement) tasks and deliverables shall be determined by the County, at a minimum shall include the following:

## RFQ Q1707-021-LP

- a) Administrative tasks to include:
- 1) Prepare conformed construction documents based on Addenda (if Addenda occurs) assume a quantity of 4 printed sets delivered to the County representative, confirm quantity to print and format with the County prior to printing;
  - 2) Attend, and prepare agenda and documents for Pre-Construction Meeting. Documents to include, but not limited to list of permits required by Contractor with schedule, materials and testing requirements, environmental requirements, review of Contractor's pre-construction submittals, and other agenda items described herein. Submit draft agenda to the County for review and approval;
  - 3) Determine the Project communication, reporting, submittal approval/rejection protocol, and documentation requirements and present at pre-construction meeting;
  - 4) Conduct weekly job site meetings, present proposed agenda to the County for review and approval;
  - 5) Determine the format for scheduling, conducting, and recording construction meeting minutes, present proposed format to the County for review and approval;
  - 6) Review and become knowledgeable about any required County construction administration processes;
  - 7) Record meeting minutes and distribute to CPS team, present format to the County for review and approval; and
  - 8) Maintain Project construction records consisting of all correspondence related to the construction of the Project, including but not limited to:
    - i) All approved technical submittals and a technical submittal checklist;
    - ii) All approved field orders and change orders;
    - iii) Contract specifications and drawings;
    - iv) Job meeting minutes;
    - v) Clarifications drawings;
    - vi) Daily progress reports;
    - vii) Processed pay requests;
    - viii) Daily log will minimally include the following:
      - a) The daily log, as a minimum, must contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, subcontractor manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information, and other observations;
      - b) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request; and
      - c) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.
    - ix) After the Project has been completed, submit the Project files, along with the original daily logs, to the County.
- b) Construction Phase Services shall include, including but not limited to the following:
- 1) Submittals:
    - i) Process submittals, including date of receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations to the County on submittal including "or equal" substitutions along with any recommended cost adjustments; and
    - ii) Update weekly submittal spreadsheet summary for status of all submittals including date due, date submitted, status, date returned, with or without comment; submit summary to the County for review and approval.
  - 2) Contract Modifications, for modifications required by the County to resolve design errors or omissions, the County will coordinate with Consultant to provide the following services:
    - i) Provide recommendations to the County concerning potential changes and modifications to the Project that are encountered during construction;.

## RFQ Q1707-021-LP

- ii) Identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor; and
  - iii) Evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.
- 3) Contractor Pay Requests:
  - i) Upon receipt of a pay request from the Contractor, review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay request;
  - ii) Verify the accuracy of quantities of installed, delivered, and stored materials;
  - iii) Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation; and
  - iv) Process in a timely manner as required by Contract and the County.
- 4) Interpretation of the Contract Documents:
  - i) Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine and describe method for communicating interpretations and clarifications directly to the Contractor at the pre-construction meeting.
- 5) Observation, site visits are to be performed to the extent necessary to:
  - i) Observe, document, and report to the County and the Contractor whether the Project is being constructed in accordance with the contract documents;
  - ii) Observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items; and
  - iii) Observe, document, and report to the County the progress of the Contractor and resources committed to the Project by the Contractor.
- 6) Materials Testing and Inspections:
  - (i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, develop a testing program for the Project. The testing program must designate what services are to be provided by Consultant and what services are to be provided by the Contractor. Services must include, but not be limited to, soils compaction testing, concrete cylinder compression strength testing, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by the County. A copy of the proposed testing program shall be prepared for review by the County prior to beginning work; and
  - (ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.
- 7) Claims:
  - i) Assist the County with claim reviews and negotiations upon request. Assist the County with the preparation of related correspondence and documentation.
- 8) Contract Enforcement:
  - i) Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and the County. Communicate to the Contractor and the County steps that may be necessary to effect corrective action. Document deficiencies and actions taken by Contractor to correct them. Assist the County with evaluating impacts of potential contract termination upon Project costs and the Project Schedule.
- 9) Contract Termination:
  - i) Assist the County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's surety, or other means, to complete the work, and prepare and hold a pre-construction meeting with the replacement contractor. Means to remedy to be determined based upon all available information, Consultant to make recommendation to the County.
- 10) Project Acceptance and Close-out:
  - i) Perform substantial completion and final inspections with the County and the Contractor, and compile and distribute related punchlist items requiring correction;

## RFQ Q1707-021-LP

- ii) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies;
  - iii) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to the County; and
  - iv) Upon Project completion, obtain the original drawings, incorporate as-built conditions on the original drawings and provide copies to the County within thirty days of Project completion.
- 11) Post Construction Services:
- i) Meet with the County upon request during the warranty period to investigate problems with materials, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions:
  - ii) Coordinate and attend with the County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period:
  - ii) All required permits for project; and
  - iii) Electronic copy of deliverables for all Work Products and where applicable, all drawings and e-files shall be in MicroStation format, as appropriate. Text documents shall be in Microsoft Word or pdf format. Schedules including CPM shall be in Microsoft Project format, Excel format, or pdf format. Coordinate format with the County prior to publishing documents;

Total projected time for completion of Work Product 5 shall run the duration of the Construction Phase.

### SERVICES TO BE PROVIDED BY THE COUNTY

In conjunction with the services to be provided by the Consultant, the County may provide the following:

- a) A Project Representative to serve as the primary point of contact for the Consultant;
- b) Documents available to the County that are applicable as background information in performance of the Agreement when requested;
- c) Timely reviews of documents, reports, drawings, and other deliverables;
- d) Assistance with public meetings and public hearings;
- e) ROW acquisitions; and
- f) Construction inspection and construction testing shall be performed by the County or a County retained firm at the County's discretion.

**EXHIBIT A**  
**MINIMUM STAFF AND EXPERIENCE LEVELS**  
**@ Local Office**

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**1. Adequacy of Team Staff**

a) No. of Civil PE's	1
b) No. of Structural PE's	1
c) No. of Geotechnical PE's	1
d) No. of RPLSs	1
e) No. of Landscape Architects	1
 Total Key Staff	 5

**2. Aggregate Project Team Experience**

a) No. of Similar Projects within past 5 yrs	5
b) Construction dollar volume of similar projects / per project	\$1,000,000

**3. Variety of Prime Experience**

(Aggregate fee dollar volume/yr)	\$500,000
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**4. Project Manager**

Years in Project Management on Similar Projects	5
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NOTE: Project team consists of the prime firm and all sub-consultants.