



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 28, 2012

**Prepared By/Phone Number:** J. Lee Perry/512-854-9724; M. Brice, CPPB, 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for Quinlin Park Road Design Project, RFQ No. Q110243-LP, to the highest qualified firm, RW Armstron & Associates, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- TNR, with Purchasing's concurrence, requests contract approval from the pre-qualified list of professional engineering and architecture firms, for the design services of Quinlin Park Road Design Project, in the amount of \$93,328.08.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Sixty-One (61) firms submitted qualification statements, and 58 firms qualified and were approved by Commissioners Court on October 25, 2011, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed all firms on the pre-qualified list and has determined that RW Armstrong & Associates, Inc. is the most qualified firm for the Quinlin Park Road Design Project, consisting of widening of Quinlin Park Road between Bella Mar and Tierra Grande, approximately 1,800 feet long.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, RW Armstrong & Associates, Inc., in the amount of \$93,328.08.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
  - Award Amount: \$93,328.08
  - Contract Type: Professional Services Agreement
  - Contract Period: Through Completion
- **Contract Modification Information: N/A**
  - Modification Amount:
  - Modification Type:
  - Modification Period:
- **Solicitation-Related Information:**
  - Solicitations Sent: N/A                      Responses Received: N/A
  - HUB Information: Vendor is                      % HUB Subcontractor: 46%  
not a HUB
- **Special Contract Considerations:**
  - Award has been protested; interested parties have been notified.
  - Award is not to the lowest bidder; interested parties have been notified.
  - Comments: N/A
- **Funding Information:**
  - Purchase Requisition in H.T.E.: 548773
  - Funding Account(s): 508-4931-808-8164
  - Comments:

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LEE  
2-10-12  
MB

**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13<sup>th</sup> Street  
Executive Office Building, 11<sup>th</sup> Floor  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
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**RECEIVED**

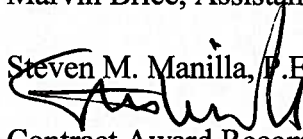
FEB 10 2012

TRAVIS COUNTY  
PURCHASING OFFICE

February 9, 2012

**MEMORANDUM**

**TO:** Cyd V. Grimes, County Purchasing Agent  
Marvin Brice, Assistant Purchasing Agent

**FROM:**  Steven M. Manilla, P.E., County Executive TNR/FMD

**Subject:** Contract Award Recommendation for Design Services for small A/E Quinlan Park Road Project  
RFQ# Q110243-LP

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact me at ext. 4-9383 if you have any questions or need additional information.

**Proposed Motion:**

~~A) Consider and take appropriate action on TNR's request to use up to \$500,000 of 2001 Bond Precinct Three projects savings for engineering and construction services for the Quinlan Park Road Improvements project.~~ (Dept. Item)

B) Consider and take appropriate action on TNR's request to enter into a Professional Services Agreement with RW Armstrong for Quinlan Park Road Improvements in Precinct Three; and

**Summary and Staff Recommendations:**

TNR Public Works initially reviewed the SOQ's that were submitted by the engineering firms that responded to the RFQ issued on September 2, 2011 for small projects (RFQ# Q110243-LP). The proposed project improvements are widening of Quinlan Park Road between Bella Mar and Tierra Grande, approximately 1,800 feet long. The result of this evaluation determined that RW Armstrong is the most qualified firm for this assignment.

TNR staff has now completed its negotiation with RW Armstrong and requests Commissioners Court's approval of entering into a Professional Service Agreement with this consultant to perform necessary professional engineering services.

**Budgetary and Fiscal Impact:** Funding for this project, if approved by the Commissioners Court, will come from 2001 Bond Precinct Three projects savings. The contract amount of this PSA is \$93,328.08. The source of funding is as follow:

<u>Funding Source</u>	<u>Requisition</u>	<u>Account No.</u>	<u>Amount</u>	<u>Com/Sub</u>
2001 Bond Pct 3	548773	508-4931-808-8164	\$100,000.00	968/057

A summary of the 2001 bond savings by precinct is attached.

**Issues and Opportunities:**

Quinlan Park Road is a 2-lane road at the newly constructed River Ridge Elementary School. A center turn lane is needed to relieve traffic congestions during morning and afternoon peak hours. Construction work is planned to be performed by Road and Bridge crews during the school summer break.

**Required Authorizations:**

Jessica Rio, PBO

Chris Gilmore, County Attorney's Office

**Attachment:**

Scope and fee proposal

2001 Bond Savings

CC: Steve Sun, P.E., TNR Public Works, Engineering Division Manager

Miguel Villarreal, P.E., TNR Public Works, Project Manager

David Greear, P.E., TNR Road and Bridge

Cynthia McDonald, Donna Williams-Jones, TNR Financial Services

Lee Perry, Purchasing

Fiscal Year 2012

Account Balance Inquiry

12:25:25

Account number . . . : 508-4931-808.81-64  
Fund . . . . . : 508 U/T ROAD BONDS, 2007  
Department . . . . . : 49 TNR (TRANS & NATRL RESRC)  
Division . . . . . : 31 RD CAPACITY/BRIDGE REPLMT  
Activity basic . . . . . : 80 CAPITAL PROJECTS  
Sub activity . . . . . : 8 INFRA&ENV SVS (TRANS&RDS)  
Element . . . . . : 81 CAPITAL OUTLAY  
Object . . . . . : 64 PURCH SVC-INFRASTRCTR RDS

Project Req'd

Original budget . . . . . : 0  
Revised budget . . . . . : 7,440,907 12/12/2011  
Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . : 176,888.47-  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 3,975,494.58  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 100,000.00  
Total expenditures & encumbrances: 3,898,606.11 52.4%  
Unencumbered balance . . . . . : 3,542,300.89 47.6

F5=Encumbrances      F7=Project data      F8=Misc inquiry  
F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys

Purchase Requisition

Number . . . . . : 0000548773  
 Type . . . . . : 1 PURCHASE REQUISITION  
 Status . . . . . : AUDITOR APPROVAL  
 Reason . . . . . : 53933 ENC \$\$ PENDING AWARD ATTN: MARVIN BRICE  
 By . . . . . : DONNA WILLIAMS 854-7677  
 Date . . . . . : 12/16/11  
 Vendor . . . . . : RW ARMSTRONG ENGINEERING  
 Contract nbr . . . . . :  
 Ship to . . . . . : Z1 TNR ADMIN - 11TH FLR  
 Deliver by date . . . . . : 12/16/11  
 Buyer . . . . . :  
 Fiscal year code . . . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
1	100000.00	DOL	ENGINEERING SERVICES FOR QUINLAN PARK ROAD IMPROVEMENTS-2001 BOND

Total: 100000.00

+

COMMENTS EXIST

F3=Exit F7=Alternate view  
 F10=Approval info F12=Cancel F20=Comments

F9=Print

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TRAVIS COUNTY

AND

**RW ARMSTRONG & ASSOCIATES, INC**

FOR

**PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES**

FOR

**QUINLAN PARK ROAD DESIGN PROJECT  
(SMALL PROJECTS)**

DRAFT

PROFESSIONAL SERVICES AGREEMENT (PSA)

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ACKNOWLEDGEMENT AND SIGNATURE PAGE

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DRAFT

**DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)**

**STATE OF TEXAS                    §**  
**§**  
**COUNTY OF TRAVIS       §**

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "COUNTY") and Halff Associates, Inc. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional architectural/engineering services for Quinlin Park Road Design Project (Small Projects) (the "Project");

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives; and

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1**  
**EMPLOYMENT OF THE CONSULTANT**

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional architectural/engineering services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder must be submitted to the County Executive of the Travis County Transportation and Natural Resources Department (the "COUNTY EXECUTIVE "). Disputes pertaining to non-technical matters will be handled in accordance with Paragraph 11.9 of this Agreement. The COUNTY EXECUTIVE MANAGER has complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") will be final and binding.
- 1.2 The COUNTY will provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT must make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material must be returned to the COUNTY upon completion of the Project, if the COUNTY EXECUTIVE so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent

that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that are critical to the current design work should be field-verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the COUNTY EXECUTIVE observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the COUNTY EXECUTIVE will give prompt written notice thereof to the CONSULTANT. The CONSULTANT must correct any such fault or defect at no cost to the COUNTY.

## **SECTION 2 BASIC SERVICES OF THE CONSULTANT**

- 2.1 The CONSULTANT is responsible for the complete design and documentation of the work described herein, and must prepare the Work Product, as defined herein, in a manner that will be acceptable to the COUNTY EXECUTIVE. The CONSULTANT must also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and must consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT must perform the "Basic Services," which mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the COUNTY EXECUTIVE and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
  - 2.2.2 the detailed Scope of Services prepared for the Project, set forth in Appendix A, attached hereto and made a part hereof (the "Scope of Services");
  - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
  - 2.2.4 the Work Product, as defined herein, which the CONSULTANT must submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT must use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project must be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include, but are not limited to:
- a. International Building Code
  - b. National Fire Code
  - c. National Plumbing Code
  - d. National Mechanical Code

- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

2.4 As part of the Basic Services, the CONSULTANT must report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

### **SECTION 3 CONSTRUCTION COST**

3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").

3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.

3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.

3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if

directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.

- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
- 3.6.1 give written approval of an increase in the Project budget or fixed limit,
  - 3.6.2 authorize rebidding of the Project within a reasonable time,
  - 3.6.3 if the Project is abandoned, terminate this Agreement, or
  - 3.6.4 revise the scope of the Project to reduce the Construction Cost.
- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, must modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.8 The CONSULTANT must estimate the total project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget must not include (1) hazardous material testing and removal, if any is required; or (2) any costs for furniture, fixtures, and equipment. As part of the services, the CONSULTANT must report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

#### **SECTION 4 COMPENSATION AND PAYMENT SCHEDULE**

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT will receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation will be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT will receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER will be final and binding on the CONSULTANT.

#### **SECTION 5 PERIOD OF SERVICE**

- 5.1 The CONSULTANT must perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification must include an update to the Project.
- 5.2 This Agreement will become effective on the Effective Date, as defined herein, and will remain in full force and effect for the period required for the complete design of, construction contract

award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.

- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section must notify the other party, and a special meeting will be called by the COUNTY EXECUTIVE to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the COUNTY EXECUTIVE.

## **SECTION 6 COORDINATION WITH COUNTY**

- 6.1 The COUNTY EXECUTIVE will act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The COUNTY EXECUTIVE has complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The COUNTY EXECUTIVE may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT must not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the COUNTY EXECUTIVE. The CONSULTANT must not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the COUNTY EXECUTIVE (the "Notice to Proceed"). The CONSULTANT must not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the COUNTY EXECUTIVE.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT must submit to the COUNTY EXECUTIVE the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT must make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that must not exceed 30 days, the CONSULTANT must arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT must furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT must familiarize itself with and comply with established application, review, and approval processes as necessary to assure

that reasonable compliance will cause no delay to the Project Schedule.

- 6.6 The CONSULTANT has the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT must cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the COUNTY EXECUTIVE.

## **SECTION 7 WORK PRODUCT**

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product must be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission will be checked for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY will notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY will notify the CONSULTANT, who must perform such professional services as are required to complete the Work Product for that phase and must resubmit it to the COUNTY.
- 7.4 The COUNTY's "Technical Review Process" means the County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product will be returned to the CONSULTANT, who must perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the COUNTY EXECUTIVE's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT must perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the COUNTY EXECUTIVE. "Approval" means formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the COUNTY

EXECUTIVE will be final and binding on the CONSULTANT.

## **SECTION 8 REVISIONS TO WORK PRODUCT**

- 8.1 After Approval by the County of the Work Product for each Project phase, the CONSULTANT must, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, the CONSULTANT must do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, will entitle the CONSULTANT to additional compensation for such extra services and expenses and will be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

## **SECTION 9 REIMBURSABLE EXPENSES**

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and must include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
  - 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
  - 9.1.3 The Sub-consultant Management Fee is a to be determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT, for the management of any sub consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time may the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses will be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses must be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.



**SECTION 10**  
**SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 **SUSPENSION**. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" is the date on which CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT must follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, must be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE**. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience").
- 10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
- 10.2.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default will take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives will not be liable for loss of any profits.

Termination by CONSULTANT:

10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT must submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.3.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination for Default, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

- 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

**SECTION 11**  
**CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within five working days.
- 11.2 The CONSULTANT is responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT must perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT must perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement is to be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, must upon the COUNTY's request be immediately removed from association with the Project.

- 11.6 The CONSULTANT must place his Texas Professional CONSULTANT's seal of endorsement on all documents and engineering data furnished to the COUNTY, as required by law.
- 11.7 The CONSULTANT is an independent contractor under this Agreement. Neither the CONSULTANT nor any officer, agent, servant, or employee of the CONSULTANT will be classified as an employee or servant of COUNTY.
- 11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT must give written notice to County of the following information:
- (a) the existence of the claim, or other action, within ten (10) working days after being notified of it;
  - (b) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
  - (c) the alleged basis of the claim, action or proceeding;
  - (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
  - (e) the name or names of any person against whom this claim is being made.
- 11.8.2 Except as otherwise directed, the CONSULTANT must furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.
- 11.9 DISPUTES AND APPEALS: The Purchasing Agent acts as the County representative in the issuance and administration of this contract. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the CONSULTANT must submit a written notice to the Purchasing Agent, or other authorized County person, within ten calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

**SECTION 12  
OWNERSHIP OF DOCUMENTS**

- 12.1 The CONSULTANT must furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT has the right to retain copies of the Work Product for its records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY will be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT is not liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT is not responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

**SECTION 13  
MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY and its duly authorized representatives will have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

**SECTION 14  
MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of

the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

- 14.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
  - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
  - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
  - 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes (or successor)

Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas. 78767

with copies to (registered or certified mail with return receipt is not required):

Steven M. Manilla, P.E. (or successor)  
Travis County Transportation and Natural Resources, County Executive  
P.O. Box 1748  
Austin, Texas 78767

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

RW Armstrong & Associates, Inc.  
Attn: Christopher S. Wickham, PE  
901 South MoPac Expressway  
Building V, Suite 110  
Austin, Texas 78746

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.8.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; 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 a calendar year;

(c) but does not include:

- (1) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (2) 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 the CONSULTANT in the ordinary course of its business; or
- (3) a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about the Contract.

14.8.2 "Key Contracting Person" means any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors and vendors must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors must reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 PAYMENTS. Payment will be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

14.10.1 In order to be considered "correct and complete," an invoice must include at least the following information:

- (a) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) Identification of items or services as outlined in the Agreement,
- (d) Quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) Any additional payment information which may be called for by this Agreement.

The Consultant must also submit a statement with each invoice showing the percentage



completion of the work to date, as well as any additional written information requested by the County to document the progress of the work.

14.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONSULTANT, or an agent or assignee of the CONSULTANT until:
  - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
  - (2) the debt is paid.
- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 14.10.2(a) above, if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

14.13 TAXPAYER IDENTIFICATION. The CONSULTANT must provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

14.14 SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

#### 14.15.1 HUB Program Requirements

14.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 7 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). *(Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American)* of the Contract Sum. For purposes of this Agreement, all references to "HUB" means "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within CONSULTANT's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

#### 14.15.2 Subcontractor Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. The COUNTY understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve

efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 The CONSULTANT must designate, and must require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, the CONSULTANT must record and submit electronically payments made to all Subcontractors/subconsultants for Work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15<sup>th</sup> day after such payments are made. The CONSULTANT must contractually require all Subcontractors/ subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which the CONSULTANT enters the Subcontractor/subconsultant payment information as required herein. The CONSULTANT must attempt to resolve any payment discrepancies or disputes in good faith. The CONSULTANT will not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described herein or by providing to the COUNTY payment documentation satisfactory to the COUNTY.

14.15.2.3 The CONSULTANT must report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by the CONSULTANT to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and contract termination in accordance with the procedures set forth in this Agreement. Additionally, if the CONSULTANT is determined to be in default of these mandatory reporting requirements, it may have such conduct considered against it, in assessment of responsibility, in the evaluation of future contracts with the COUNTY.

14.15.2.5 The CONSULTANT must register, and must contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 The COUNTY understands and believes that the Subcontractor Tracking Software System will assist the COUNTY in ensuring compliance with the County's HUB Program, and will allow COUNTY staff to closely monitor The CONSULTANT and all Subcontractors/subconsultants performing Work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by the CONSULTANT performed the work and received payment.

14.15.2.7 During the term of this Agreement, the CONSULTANT is encouraged to inform the COUNTY of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant Work assignments, percentage of goal achieved, and

substitutions. When substituting a Subcontractor/subconsultant, the CONSULTANT is highly encouraged to utilize HUBs, M/WBEs and DBEs. The CONSULTANT must notify the COUNTY of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice must be sent electronically to the Purchasing Agent or HUB Program Coordinator. The CONSULTANT may be requested to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turn around time will be within 24 – 48 hours. If the CONSULTANT has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 The COUNTY understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.15.2.10 The COUNTY encourages the fostering of mentor/protégé relationships through the Community Mentor Protégé Initiative, and Travis County Purchasing Office HUB staff will cooperate with and assist the CONSULTANT in initiating and/or developing such efforts.

14.16 FUNDING OUT. The COUNTY will make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement will terminate without penalty to the COUNTY.

14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. The Commissioners Court expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

14.18 NON-WAIVER OF DEFAULT. No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are

specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.21 CONSULTANT CERTIFICATIONS:

14.21.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.21.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY will not be liable for any infringement of those rights and any rights granted to the COUNTY will apply for the duration of this Agreement. The CONSULTANT must indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT must provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY will be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY will provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.28 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 Texas Local Government Code, CONSULTANT must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, CONSULTANT must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. CONSULTANT should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and CONSULTANT, CONSULTANT is solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code
- 14.29 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract

exceeds \$100,000. CONSULTANT certifies that at the time of submission of its Qualifications Statement, CONSULTANT was not on the federal government's list of suspended, ineligible or debarred contractors and that CONSULTANT has not been placed on this list between the time of its Statement submission and the time of execution of this Agreement. If CONSULTANT is placed on this list during the term of this Agreement, CONSULTANT must notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

14.30 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

DRAFT

Contract No. 12AE0082LP

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT:

By: Steve Fleming  
Printed Name: STEVE FLEMING

Title: VICE PRESIDENT  
Authorized Representative

Date: 2/17/12

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals who are registered under Chapter 1051 of the Occupations Code to engage in the practice of architecture.

TRAVIS COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

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

AVAILABILITY OF FUNDS CONFIRMED:

By: \_\_\_\_\_  
Susan Spataro  
Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant County Attorney



**EXHIBIT 1**  
**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

1.1 The fixed fee for the performance of the Basic Services is the sum of (\$90,984.95).

1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below is:

(i)	Work Product 1 – 60% Plans (Scope Paragraph 2.2)	\$71,434.13
(ii)	Work Product 2 – 100% Plans (Scope Paragraph 2.2) Design Development:	\$12,505.62
(iii)	Project Management:	\$7,045.20

TOTAL: \$90,984.95

**SECTION 2 - FIXED FEE**

2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the COUNTY EXECUTIVE will be final and binding on the CONSULTANT.

**SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 The County will pay the CONSULTANT for the performance of Additional Services only if:

3.2.1 TNR recommended the Additional Services to the Travis County Purchasing Agent, and the Travis County Purchasing Agent issues a written authorization to the CONSULTANT to perform the Additional Services before any of those services are performed;

3.2.2 there is a written amendment to this Agreement regarding the Additional Services;

3.2.3 the work to be performed was not made necessary by the CONSULTANT's errors or omissions; and

3.2.4 the work is performed to the satisfaction of the County Executive.

3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services are the hourly rates set forth in Exhibit 2.

**SECTION 4 – REIMBURSABLE EXPENSES**

4.1 The CONSULTANT will be reimbursed for non-labor expenses at invoice cost and a subcontract management fee (5%) incurred in the performance of the Basic Services under this Agreement, Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$300.00

Sub-Contract Management Fee:  $\$40,862.60 \times 5\% = \underline{\$2,043.13}$

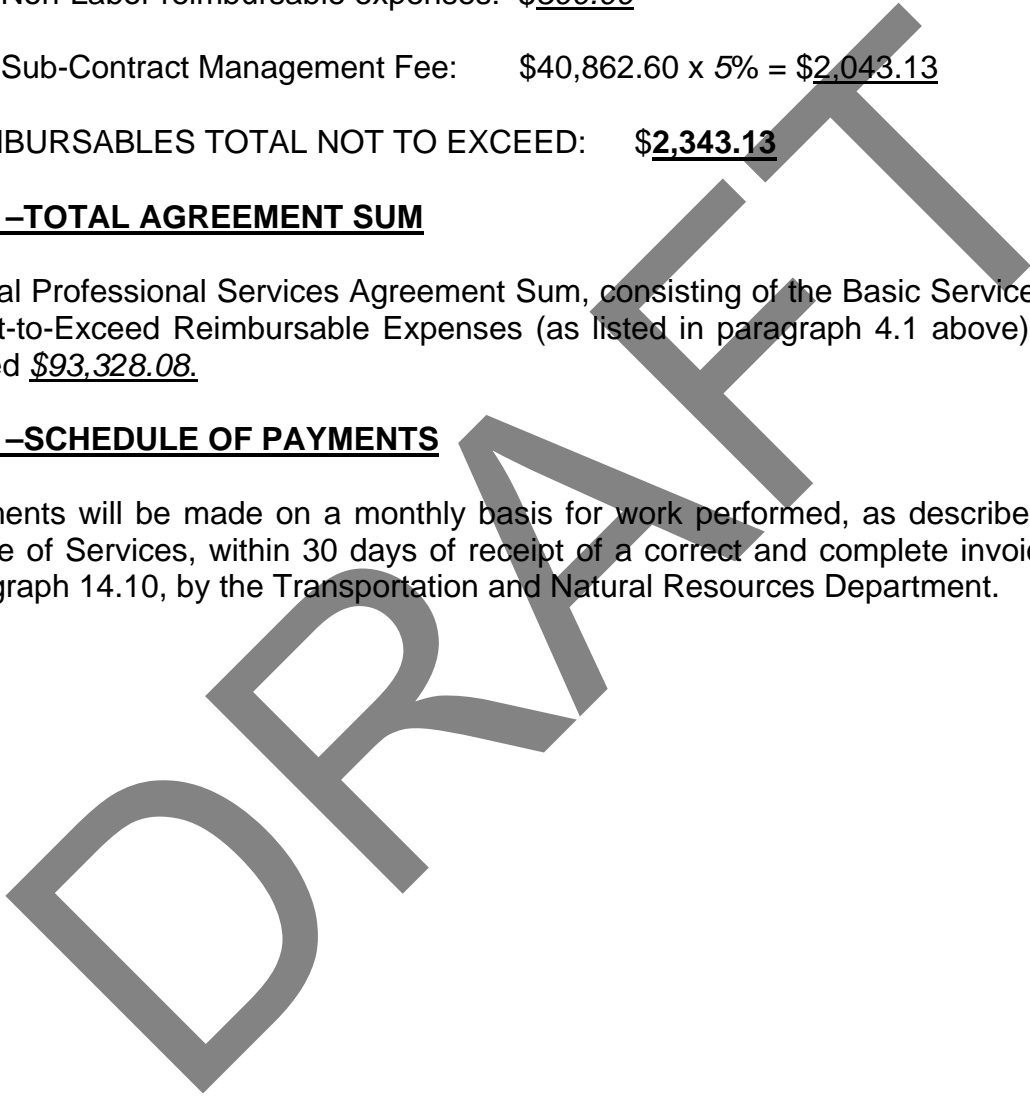
REIMBURSABLES TOTAL NOT TO EXCEED: \$2,343.13

**SECTION 5 –TOTAL AGREEMENT SUM**

5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$90,984.95, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$2,343.13, is not to exceed \$93,328.08.

**SECTION 6 –SCHEDULE OF PAYMENTS**

6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within 30 days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.



**EXHIBIT 2**  
**HOURLY RATES**

**BASIC SERVICES/ADDITIONAL SERVICES**

<b>RW Armstrong Employee Category</b>	<b>Hourly Rate</b>
Principal	\$262.65
Project Manager	\$156.56
Senior Engineer	\$134.87
Project Engineer	\$104.61
Designer	\$98.50
ENV Manager	\$167.31
Senior Biologist	\$100.01
Biologist	\$82.50
GIS Specialist	\$59.78
Admin/Clerical	\$97.85

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**EXHIBIT 3**  
**PROJECT SCHEDULE**

- A. The CONSULTANT must provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the COUNTY EXECUTIVE and the CONSULTANT must update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The CONSULTANT must provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
  2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
  3. a force majeure event has occurred; and
  4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT must present the COUNTY EXECUTIVE with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT must complete all design work described herein, and must submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within the timeframe specified by the County in the first written Notice to Proceed received from the County for the Project.

Calculation of the timeframe referenced in paragraph C does not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

**ATTACHMENT 1 TO EXHIBIT 3**

**PERFORMANCE SCHEDULE**

<b>Phase</b>	<b>Precedent</b>	<b>Calendar Days</b>
Work Product #1 (60% Design)	Notice to Proceed	50
Work Product #2 (100% Design)	County acceptance of WP#1	30

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**EXHIBIT 4**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. The CONSULTANT shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency, the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT 5**

**INSURANCE REQUIREMENTS**

During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT must require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

The CONSULTANT must not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT must not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY does not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT must furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company is subject to the approval of the COUNTY. The CONSULTANT must not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY MUST NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

**EXHIBIT 6**

STATE OF TEXAS }  
COUTNY OF TRAVIS }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of CONSULTANT: \_\_\_\_\_  
County of CONSULTANT: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary

My commission expires: \_\_\_\_\_



**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**December 8, 2011**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	Cheryl Aker	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicita Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) .....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Karen Huber	
Commissioner, Precinct 3 (Spouse) .....	Leonard Huber	Retired
Executive Assistant .....	Garry Brown	
Executive Assistant .....	Lori Duarte	
Executive Assistant .....	Jacob Cottingham*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Susan Spataro, CPA	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leroy Nellis, Interim	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Joe Harlow	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	

Attorney, Transactions Division .....Tamara Armstrong  
 Attorney, Transactions Division .....Daniel Bradford  
 Attorney, Transactions Division .....Mary Etta Gerhardt  
 Attorney, Transactions Division .....Barbara Wilson  
 Attorney, Transactions Division .....Jim Connolly  
 Attorney, Transactions Division .....Tenley Aldredge  
 Director, Health Services Division .....Beth Devery  
 Attorney, Health Services Division .....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M.  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....Diana Gonzalez  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter\*  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....George R. Monnat, C.P.M., A.P.P.  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM\*  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Elizabeth Corey, C.P.M.  
 Purchasing Agent Assistant III .....Rosalinda Garcia  
 Purchasing Agent Assistant III .....Loren Breland, CPPB  
 Purchasing Agent Assistant II .....C.W. Bruner, CTP  
 Purchasing Agent Assistant III .....Nancy Barchus, CPPB  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst.....Scott Worthington  
 Purchasing Business Analyst .....Jennifer Francis  
 TNR.....Miguel Villarreal

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV .....	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades	08/19/12

**EXHIBIT 7**

**HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Insert RFQ Attachment 2 at Contract Award)

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## **APPENDIX A**

### **SCOPE OF SERVICES**

Quinlan Park Road  
From Bella Mar Trail to Tierra Grande Trail  
Travis County, Texas

#### **SERVICES TO BE PERFORMED BY THE CONSULTANT**

Quinlan Park Road, located in Travis County's Precinct 3, is a two-lane rural roadway with left turn bays at Bella Mar Trail and Tierra Grande Trail. Travis County (COUNTY) wishes to widen Quinlan Park Road to provide a continuous left turn lane throughout the project limits, approximately 1800' (the "Project").

The COUNTY has determined, on the basis of demonstrated competence and qualifications, that the RW Armstrong Team (CONSULTANT) is the most highly qualified firm to perform this work. The scope of the Project is to complete PS&E for the widening of Quinlan Park Road to provide two (2) through lanes and a continuous left turn lane through the corridor. It is anticipated that the proposed improvements will occur within the existing ROW.

#### **1.0 GENERAL SCOPE OF SERVICES**

Provide professional services to produce final PS&E Documents for the center left turn lane widening and associated improvements of Quinlan Park Road from Bella Mar to Tierra Grande Trail.

#### **2.0 SPECIFIC PROJECT INFORMATION, LOCATION AND LIMITS**

This Project consists of widening Quinlan Park Road from Bella Mar Trail to Tierra Grande Trail for a center left turn lane and associated improvements.

The CONSULTANT will be expected to provide up to three specific work products and/or support services tasks in connection with the Project, referred to herein as Work Product 1 and Work Product 2. Upon execution of this Agreement, County will engage the CONSULTANT to produce Work Product 1 by issuing a "Notice to Proceed" covering the services described below. Upon satisfactory completion of all services, and submission of all deliverables, required for the Work Product 1 services, County, in its sole discretion, may issue a second Notice to Proceed covering the Work Product 2 services.

The required work products include: Work Product 1, 60% - Plan Submittal; Work Product 2 - 100% Plan Submittal. Each Work Product shall be submitted for review; if the Work Product meets the requirements of this PSA, and if the COUNTY decides to engage the CONSULTANT for additional Work Product services, a written Notice to Proceed will be issued by the COUNTY to initiate the next Work Product services. The review process shall consist of submitting two (2) sets of the plans (11"x17"), specifications, and estimates of probable construction costs to TNR when the design is 60% and 100% completed in electronic PDF format. Each submittal shall include a cover letter from the CONSULTANT identifying the individual from the design team who performed a Quality Assurance/Quality Control Check, which must be performed by a professional engineer. The CONSULTANT must allow three weeks for TNR to review and provide written comments and/or approval for each submittal. The CONSULTANT must submit two final check sets and allow three weeks for TNR to review and provide written comments and/or approval.

## **2.1 WORK PRODUCT 1 - 60% PLAN SUBMITTAL**

The 60% Plan Submittal will address all major design issues and set direction for completion of the construction documents. The requirements for the 60% design submittals as a minimum shall include the following:

### **2.1.1 DATA COLLECTION**

The CONSULTANT will:

- a) Coordinate with Travis County to obtain and verify pertinent Project information, including existing roadway plans to the extent they are available.
- b) Perform up to two (2) site visits to gather pertinent information relating to the corridor.
- c) Develop a photo inventory of the Project site for reference in Project meetings.

### **2.1.2 SURVEYING and UTILITY COORDINATION SERVICES**

#### **a) DESIGN SURVEY**

The CONSULTANT will survey the limits of the Project as necessary to complete the design for the widening of Quinlan Park Road within the Project limits. It is not anticipated that right of entry will be required for this Project.

#### **b) EXISTING UTILITY IDENTIFICATION AND MAPPING**

The CONSULTANT will identify the utilities on the Northern half of Quinlan Park Road and all utilities crossing the pavement through Sue QL-C. The CONSULTANT will: (i) identify and compile contact information for the utility companies within the Project limits; (ii) Review utility plans and surface features located during the survey and map the same in electronic format; (iii) prepare plan sheets (11"x 17") utilizing the format required by the COUNTY; and (iv) reference all utilities by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person. It is anticipated that no test holes will be required to locate utilities (SUE QL-A). If the need for test holes arises, and the COUNTY authorizes such services in writing, they will be considered Additional Services.

#### **c) UTILITY COORDINATION**

The CONSULTANT will:

1. Hold a kickoff meeting with the utility owners to describe the Project and collect information from the utility owners.
2. Hold up to three (3) additional meetings to determine probability of a conflict.
3. It is assumed that that the project will not require any utility relocations. Coordination to relocate a utility is not part of the scope and, if authorized by the COUNTY in writing, will be considered Additional Services.

### **2.1.3 GEOTECHNICAL INVESTIGATIONS AND PAVEMENT DESIGN**

CONSULTANT and COUNTY acknowledge and agree that an initial scoping meeting was held at the Project site with the CONSULTANT and the COUNTY, at which it was observed that:

1. The existing pavement section appeared to be a 2-course surface treatment over a flexible base course.
2. The pavement was in generally good condition with no alligator cracks seen. Some polishing of the pavement wearing surface was noted. Some settling appeared to occur at the seam where a left turn bay was added for Tierra Grande Trail. It was agreed that this could likely be resolved with a level-up course.

These observations led the CONSULTANT and the COUNTY to the conclusion that the existing pavement structure is adequate and that the widening would utilize the existing design. A final HMAC overlay is expected and will be included in the final design plans by the CONSULTANT.

#### **2.1.4 HYDROLOGY and HYDRAULIC ANALYSIS**

- a) **HYDROLOGY / EXISTING AND PROPOSED CONDITIONS** – The CONSULTANT will prepare drainage area boundaries and hydrologic calculations for the existing and proposed conditions.
- b) **HYDRAULICS** - The CONSULTANT will design the proposed improvements such that there will be no significant impacts to adjacent properties. The Engineer-of-Record will analyze the existing and proposed water surface elevations at the outfall features to verify there are no significant impacts.
- c) **WATER QUALITY CALCULATIONS** - The CONSULTANT will prepare calculations to determine the amount of Total Suspended Solids pollutant removal within the ROW through the use of grass lined ditches. This Project is not within the Edward's Aquifer Recharge Zone, but does drain directly to Lake Austin. The purpose of the calculations is to show the COUNTY is being good stewards of the environment.
- d) **STANDARDS and SPECIFICATIONS** – The CONSULTANT will compile all related drainage standards necessary to construct the Project and supply estimated quantities of all related items.
- e) **HYDRAULIC REPORT** - The CONSULTANT will prepare preliminary and final hydraulic reports summarizing the methodology used in the hydrologic and hydraulic analyses. Results will be tabulated and presented.

#### **2.1.5 TRAFFIC and PEDESTRIAN ENGINEERING**

- a) **PEDESTRIAN FEATURES** – The CONSULTANT will design sidewalk and cross walk improvements impacted by the proposed widening. Limits of removal and construction will be clearly identified.
- b) **SIGNING and STRIPING** – The CONSULTANT will prepare Signing, Striping and Delineation Plans for the proposed improvements. Existing signs (including one (1) solar powered flashing beacon for a school zone) that can be salvaged will be removed and relocated on new poles with a 2'x2' concrete apron. All cross walks will be restriped according to Texas MUTCD.
- c) **STANDARDS and SPECIFICATIONS** – The CONSULTANT will compile all related traffic standards necessary to construct the Project and supply estimated quantities of all related items.

#### **2.1.6 ROADWAY DESIGN**

- a) **DESIGN CRITERIA** – The CONSULTANT will establish the roadway design criteria to be used for the Project with the COUNTY during a Design Development Meeting. This information will be compiled and distributed to the COUNTY and team.
- b) **DESIGN FEATURES** – The Consultant will:
  - 1. Verify existing and develop proposed typical sections.
  - 2. Determine widening plan to minimize costs and impacts to the COUNTY.
  - 3. Develop existing and proposed alignments.
  - 4. Develop project cross sections at 50' intervals.
  - 5. Develop limits of construction and verify proposed improvements are within the existing ROW.
  - 6. Develop Construction Phasing and TCPs.
  - 7. Develop Erosion Control Plans in sync with Construction Phasing.
  - 8. Identify utilities that could be affected by the proposed design.
  - 9. Preparation of final ROW documents is not anticipated and not included in the scope.

#### **2.1.7 60% DESIGN PLANS**

*Plan scales listed below are for 11" x 17" plan sheets.*

- a) MISCELLANEOUS PLANS
  1. TITLE - Develop a Project title sheet as required for the construction plans.
  2. INDEX - Prepare a detailed index of sheets that shows each sheet's location in the plan set, as well as its corresponding sheet number.
  3. LAYOUT - Create Project layout sheets at a scale of 1"= 100' that clearly indicates the limits of the entire project.
  4. UTILITY LAYOUT SHEET – Plan sheets (11"x 17") will be prepared utilizing the format required by the COUNTY. The utilities will be referenced by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person.
- b) TRAFFIC CONTROL PLANS
  1. SEQUENCE of CONSTRUCTION – Prepare a sequence of construction that is in sync with the Project phasing.
  2. CONSTRUCTION TYPICALS – Prepare typical sections that are in sync with construction phasing.
  3. CONSTRUCTION PHASING – Prepare Phased Plans that clearly define work zones and how traffic will be maintained. Detail temporary work zone signing, pavement markings and delineators. Include notes for contractor addressing special circumstances.
- c) ROADWAY PLANS
  1. TYPICALS - Create an typical section sheet depicting the existing conditions of the Project roadway and the proposed improvements to Quinlan Park Road.
  2. GEOMETRY - Prepare a horizontal alignment data sheet depicting the horizontal geometric information for Quinlan Park Road.
  3. PLAN & PROFILE - Create roadway plan and profile sheets for Quinlan Park Road depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=50' H and 1"=5' v. Limits of construction will be identified in the P&P sheets.
  4. CROSS SECTIONS - Develop design cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities.
- d) DRAINAGE PLANS
  1. DRAINAGE AREA MAPS – Prepare plan sheets delineating drainage boundaries.
  2. DRAINAGE CALCULATIONS – Prepare plan sheets that summarize all existing and proposed drainage calculations
- e) EROSION CONTROL PLANS
  1. LAYOUTS – Prepare Erosion Control Plan sheets that detail location and quantities of best practices proposed on the Project. Include SWPPP TxDOT sheet in plans.
- f) TRAFFIC PLANS
  1. LAYOUTS – Prepare signing and striping layouts throughout the Project limits.
- g) STANDARDS
  1. Compile the standards necessary to build the Project.
- h) ENGINEER'S REPORT

CONSULTANT will include a preliminary engineering report with this submittal that includes the following:

  1. Summary of Design Criteria
  2. Summary of impacted property owners
  3. Summary of easements and utilities that could be impacted by construction
  4. Summary of environmental commitments and permit status
  5. Summary of outstanding design issues
  6. Summary of Calculations

7. Estimate of Probable Cost
8. Updated schedule

### **2.1.8 QA/QC DESIGN PLANS**

Work Product 1 will undergo an independent review prior to submittal to the COUNTY.

### **2.2 WORK PRODUCT 2 - 100% PLAN SUBMITTAL**

The 100% Plan Submittal will include final plans, specifications, estimates, bid quantities, and permits. This submittal will include complete plans for the Quinlan Park Road widening.

Total projected time for completion of Work Product 2 will be no more than 45 calendar days. A detailed list of tasks follows:

#### **2.2.1 100% DESIGN PLANS**

- a) PLAN SHEETS
  - a. Address all remaining comments.
  - b. Issue final set of plan sheets in electronic format for plotting at the COUNTY print shop.
- b) SPECIFICATIONS, ESTIMATE AND PERMITS
  - a. Address all remaining comments.
  - b. Provide plan and profiles, culvert layouts, cross sections and other sheets as required to utility providers to assist them in any relocation efforts.
  - c. Issue final specifications, estimate and bid quantities into bid-ready format.
- c) Perform a final QAIQC review prior to submittal of Work Product 2.

### **2.3 MANAGEMENT TASKS**

#### **2.3.1 PROJECT MANAGEMENT**

- a) Create and submit monthly invoices suitable for payment by the COUNTY.
- b) Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the Project.
- c) Meet formally once a month with the COUNTY up to a maximum of four (4) meetings to review Project progress.
- d) Prepare project meeting summaries up to a maximum of six (6) for applicable meetings during the Project development process.
- e) Project closeout.

### **3.0 DELIVERABLES**

3.0.1 The following is a summary of deliverables the CONSULTANT will submit to the COUNTY:

1. Completed specific work product/plan stage documents for review.
2. PS&E.
3. Engineer's Opinion of Construction costs, Project Schedule, & CPM, updated and submitted with each submittal, including at monthly invoicing.
4. Electronic and hard copy of plans of record for the final project within thirty working days after completion of the project.
5. Survey services with electronic and soft copy of survey on NAD 83 or as determined by Travis County.
6. Engineering and Drainage Study Reports.
7. Design calculations.



8. Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation format, as appropriate. A set of construction plans with engineer's PE seal and signature shall be provided. Text documents must be in Microsoft Word or Excel format as applicable. Schedules and CPMs must be in Microsoft Project Gantt chart format with tracking).
9. Project Management File within 30 days of Project completion.

### **ADDITIONAL SERVICES**

The following services are not included in this scope of work and can be provided as additional services if authorized in writing by Travis County in accordance with the terms of this PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance:

- a) Detention design or related calculations
- b) City of Austin Submittal and/or Review
- c) Landscape and Tree Protection sheets
- d) Permit acquisition
- e) Potholing Existing Utilities
- f) Utility design
- g) Coordination of Utility Relocations
- h) Bid and Construction phase services
- i) Site visits in excess of two (2) visits.
- j) Monthly project meetings in excess of four (4) meetings.
- k) Meeting summaries in excess of six (6) summaries.

### **APPENDIX B**

### **CONSULTANT'S QUALIFICATIONS STATEMENT**

(SEE SOQ IN SEPARATE FILE)