

Item 8



Travis County Commissioners Court Agenda Request

Meeting Date: April 2, 2013

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR DESIGN OF FM 969 IMPROVEMENTS PROJECT, RFQ NO. Q120156-JW, TO THE HIGHEST QUALIFIED FIRM, LJA ENGINEERING, 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.
- This project is for the necessary improvements and widening of FM 969 in two (2) phases. The first phase (approximately 2.1 miles) will begin from FM 3177 (Decker Ln.) to FM 973 and will expand the existing 4-lane road to include a continuous left turn lane, paved shoulders, and a sidewalk on one side of the road from FM 3177 to FM 973. The second phase (approximately 1.9 miles) will continue from FM 973 to Hunters Bend Rd. and will widen the existing 2-lane road to a 4-lane road plus a continuous left turn lane, paved shoulders, and a sidewalk on one side of the road.
- As a result of a Pass Through Toll Finance Agreement between the County and the Texas Department of Transportation (TxDOT) executed on January 17, 2012, TxDOT will reimburse the County a portion of the project expenses.
- On September 12, 2012, twelve (12) proposals were received for the design of FM 969 Improvements project, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, a short-list consisting of the top three ranking firms was generated. Each short-listed firm was interviewed on October 19, 2012 to determine the highest qualified firm for completing

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 by Tuesdays at 5:00 p.m. for the next week's meeting.

the required work. TNR staff rated the firms based upon their responses to standardized questions as developed by TNR.

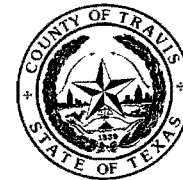
- As a result, on November 27, 2012 the court authorized staff to commence negotiations with LJA Engineering, Inc.
- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the highest rated firm, LJA Engineering, Inc., in the amount of \$1,812,018.04.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$1,812,018.04
 - Contract Type: Professional Services Agreement
 - Contract Period: 2007 calendar days from issuance of NTP
- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**

Solicitations Sent: 43	Responses Received: 12
HUB Information: N/A	% HUB Subcontractor: 22%
- **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:**
 - Shopping Cart/Funds Reservation in SAP: 300000534
 - Cost Center/Fund Center(s): 1490190000

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Comments:

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TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

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

700 Lavaca Street-5th Floor
P.O. Box 1748
Austin, Texas 78767
Phone (512) 854-9383
Fax (512) 854-4626

March 14, 2013

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, P.E., County Executive-TNR

SUBJECT: Proposed FM 969 Pass Through Project
RFQ# Q120156-JW
Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact either me at ext. 4-9383 or Miguel Villarreal, P.E., Project Manager at ext. 4-7586 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to execute a Professional Services Agreement for FM 969 Pass Through Toll Finance Project.

Summary and Staff Recommendations:

On January 17, 2012, Commissioners Court approved a Pass Through Toll Finance Agreement with TxDOT for widening and improving existing FM 969 from FM 3177 to Hunters Bend Road. Purchasing, together with TNR Public Works, developed an RFQ for engineering design services and on September 12, 2012, received proposals from twelve (12) firms. TNR evaluated and rated the qualifications of each firm and determined LJA Engineering, Inc., as the highest rated and the most qualified firm for this project. TNR and Purchasing negotiated a Professional Services Agreement with LJA Engineering Inc. TNR recommends awarding this Professional Services Agreement to LJA Engineering, Inc.

The professional services agreement will be for the development of construction PS&E and bidding documents for the FM 969 widening and improvements located in East Travis County Precinct One. The project includes engineering design for widening existing FM 969 in two phases. The first phase begins on FM 969 from FM 3177 (Decker Lane) to FM 973 and the second phase begins on FM 969 from FM 973 to Hunters Bend Road. The proposed design fee for both phases combined is \$1,812,018.04.

Budget and Fiscal impact:

Funds from bonds sell for this pass through toll finance project have been reserved for this PSA.

WBS Element: RDCN.149.000024

Funds Reservation: 0300000534
Fund: 4075
Fund Center: 1490190000
G/L: 522040

Issues and Opportunities:

This project will widen and reconstruct existing FM 969 from FM 3177 to Hunters Bend Road in two phases. Phase one will begin from FM 3177 to FM 973 and will expand the existing 4 lane FM 969 to include a continuous left turn lane with a sidewalk on one side. Phase Two will begin from FM 973 to Hunters Bend Road and will widen FM 969 from a 2-lane road to a 4-lane road plus a continuous left turn lane with a sidewalk on one side.

Attachments:

- Exhibit A
- Exhibit B
- Exhibit C-schedule
- Rate Table
- Work Product Breakdown

cc: Cyd Grimes, County Purchasing Agent
Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services
Steve Sun, P.E., Assistant Public Works Director TNR
Mike Crawford, Auditor's Office
Miguel Villarreal, P.E., TNR Project Manager

Funds Reservation 300000534

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	03/14/2013
FM area	1000	Posting date	03/14/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	03/14/2013
Last changed by		Last changed	
More Data			
Text	FM 969 - Award LJA Engineering		
Reference			
Overall Amount	1,812,018.04 USD		

Document item 001			
Text	FM 969 - Award LJA Engineering		
Commitment item	522040	Funds center	1490190000
Fund	4075	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	1,812,018.04 USD		

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

LJA ENGINEERING, INC.

FOR

ENGINEERING SERVICES

FOR

DESIGN OF FM 969 IMPROVEMENTS

IN PRECINCT 3

FEDERAL PROJECT NUMBER: CSJ #1186-01-090 & 1186-01-091

CONTRACT NO. 12AE0156JW

**STATE OF TEXAS
COUNTY OF TRAVIS**

PROFESSIONAL SERVICES AGREEMENT (PSA)

<u>SECTION:</u>	TABLE OF CONTENTS	PAGE
1	EMPLOYMENT OF THE CONSULTANT	4
2	BASIC SERVICES OF THE CONSULTANT	5
3	CONSTRUCTION COST	7
4	COMPENSATION AND PAYMENT SCHEDULE	8
5	PERIOD OF SERVICE	8
6	COORDINATION WITH COUNTY	9
7	WORK PRODUCT	10
8	REVISION TO WORK PRODUCT	11
9	REIMBURSABLE EXPENSES	11
10	SUSPENSION AND TERMINATION OF AGREEMENT	12
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY	15
12	OWNERSHIP OF DOCUMENTS	17
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS	18
14	MISCELLANEOUS:	
	14.1 VENUE	18
	14.2 SEVERABILITY	18
	14.3 EQUAL OPPORTUNITY IN EMPLOYMENT	18
	14.4 CERTIFICATE OF CONSULTANT	18
	14.5 NOTICE	19
	14.6 INSURANCE	20
	14.7 FORFEITURE OF AGREEMENT	21
	14.8 PURCHASE ORDER	21
	14.9 PAYMENT	21
	14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED	22
	14.11 INTEREST ON OVERDUE PAYMENTS	22
	14.12 PROPERTY TAXES	22
	14.13 TAXPAYER IDENTIFICATION	22
	14.14 SUCCESSORS AND ASSIGNS	23
	14.15 DISADVANTAGED BUSINESS ENTERPRISE (DBE)	

	PROGRAM REQUIREMENTS	23
14.16	FUNDING OUT	23
14.17	NON-WAIVER OF DEFAULT	23
14.18	MEDIATION	24
14.19	OFFICIALS NOT TO BENEFIT	24
14.20	CONSULTANT CERTIFICATIONS	24
14.21	CIVIL RIGHTS/ADA COMPLIANCE	24
14.22	GRATUITIES	26
14.23	MONITORING	26
14.24	INCORPORATION OF ATTACHMENTS	26
14.25	ENTIRE AGREEMENT	26
14.26	TEXAS PUBLIC INFORMATION ACT	26
14.27	CERTIFICATION OF ELIGIBILITY	26
14.28	LOBBYING CERTIFICATION	27
14.29	AMENDMENT	27
14.30	ENTITY STATUS	28

ACKNOWLEDGEMENT AND SIGNATURE PAGE 28

EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS	29
EXHIBIT 2	HOURLY RATES	31
EXHIBIT 3	PROJECT SCHEDULE	32
	ATTACHMENT 1 – PERFORMANCE SCHEDULE	33
	ATTACHMENT 2 –UTILITY RELOCATION SERVICES	34
	ATTACHMENT 3 – CONSTRUCTION ADMINISTRATION SERVICES	35
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT	41
EXHIBIT 5	INSURANCE REQUIREMENTS	42
EXHIBIT 6	ETHICS AFFIDAVIT	46
	ATTACHMENT 1 KEY CONTRACTING PERSONS LIST	47
APPENDIX A	SCOPE OF SERVICES	49
APPENDIX B	CONSULTANT’S QUALIFICATIONS STATEMENT	81
APPENDIX C	FORM 2395 MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY TRAVIS COUNTY	82

PROFESSIONAL SERVICES AGREEMENT ("PSA")

STATE OF TEXAS §
 COUNTY OF TRAVIS §

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and LJA Engineering, Inc. ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, Texas Government Code, Chapter 2254, Subchapter A, sets forth requirements which the County must follow to enter into contracts for professional services as defined in Section 2254.002, Paragraph (2);

WHEREAS, this Agreement is supported, in whole or in part, by federal funds and is subject to applicable federal law, which requires procurement of professional contract services by competitive negotiation using qualifications-based selection procedures involving the selection of the most highly qualified provider of professional services based on demonstrated competence and qualifications to perform the services, where the provider has successfully negotiated the contract with the County;

WHEREAS, the County issued a Request for Qualifications ("RFQ"), No. Q120156-JW on August 16, 2012 for the procurement of the engineering services, design-related services, and other related services covered by this Agreement;

WHEREAS, the professional services covered hereunder were procured in accordance with applicable federal law and state law;

WHEREAS, the County desires to obtain professional engineering services, design-related services, and other related services in connection with FM 969 Improvements in Precinct 3 (the "Project");

WHEREAS, the Consultant has the demonstrated competence, qualifications, expertise and professional ability to fulfill the requirements of the Project covered by this Agreement;

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

**SECTION 1
 EMPLOYMENT OF THE CONSULTANT**

1.1 The County Executive of the Travis County Transportation and Natural Resources Department ("TNR") (the "County Executive") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Executive, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.

- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those documents, in accordance with industry standard practice. Information provided in record or as-built documents, which are critical to the current design work, should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.
- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, , which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.
- 2.2 Consultant shall perform the "Basic Services," which means:
 - 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager 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 for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");
- 2.2.3 all Project technical and management expertise stated in the Qualifications Statement submitted by Consultant in response to the RFQ attached to this Agreement as Appendix B and made a part of this Agreement for all purposes;
- 2.2.4 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

- 2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

For TNR (non-building) projects:

- 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, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

**SECTION 3
CONSTRUCTION COST**

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by 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, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for 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 Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 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, 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 (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, Consultant if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will 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, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed

remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of Consultant's services as "Basic" or "Additional" services under this Agreement, the Consultant's decision of the County Executive will be final and binding on Consultant.
- 4.4 County shall not be liable to Consultant for the payment of any unallowable costs described in applicable provisions of Title 48 Code of Federal Regulations Part 31 or other applicable law.
- 4.5 Satisfactory progress of work shall be maintained as a condition of payment.
- 4.6 To compensation and payment obligations hereunder shall not apply to any services performed before or after the contract period.
- 4.7 Compensation hereunder shall not include taxes paid by the Consultant. The Consultant may obtain a tax exempt certificate from the Travis County Purchasing office.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, 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 in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement 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 to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such

occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent 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. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
 - 6.1.1 The County Executive shall have complete authority to interpret and define the County's policies and decisions with respect to the Consultant's services. Consultant's services are also subject to applicable federal regulations and decisions of the Federal Highway Administration ("FHWA") under such regulations.
 - 6.1.2 The County Executive may designate representatives to transmit instructions and receive information.
 - 6.1.3 The County Executive may visit the actual work site to inspect the work environment and/or the administrative offices to review documents and other contract records.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall 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. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that

reasonable compliance will cause no delay to the Project Schedule.

- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

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 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission 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, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to 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 Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County 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 Consultant's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the County Project Manager

will be final and binding on Consultant.

- 7.8 The Consultant shall promptly advise the County in writing of events that have a significant impact upon the progress of services provided hereunder including the following:
- 7.8.1 Problems, delays, or adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of Project goals by established time periods. This disclosure will be accompanied by a statement of the action taken or contemplated, and may state or federal assistance needed to resolve the situation; and
- 7.8.2 Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.
- 7.9 This Subsection 7.9 shall apply to all services performed under this Agreement. The County, the Texas Department of Transportation, the Federal Highway Administration, or the U.S. Department of Transportation ("DOT") or any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the services performed hereunder and the premises in which such services are being performed. If any review or evaluation is made on the premises of the Consultant or its subconsultant, Consultant shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the County, state or federal representatives in the performance of their duties.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has 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, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services 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 specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by 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 Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;

- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.
- 9.4 To be eligible for reimbursement, the Consultant's cost also must:
- 9.4.1 Be incurred in accordance with the terms and conditions of this Agreement including the Exhibits and Attachments hereto and any amendments or modifications hereto;
- 9.4.2 Be in accordance with Attachments A and B; and
- 9.4.3 Comply with cost principles set forth in Title 48 Code of Federal Regulations Part 31, Federal Acquisition Regulations ("FAR 31") and the cost principles set forth in Title 49 Code of Federal Regulations Part 26.
- 9.5 Satisfactory progress of work shall be maintained as a condition of payment.
- 9.6 Any costs incurred before or after the contract period shall be ineligible for reimbursement. In addition, those costs which are "unallowable costs" under Title 48 Code of Federal Regulations Part 31 shall not be reimbursable hereunder. Costs which may not be reimbursed under Title 49 Code of Federal Regulations Part 26 also shall not be reimbursable hereunder.
- 9.7 The County does not reimburse for sales tax paid by the Consultant. The Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.
- 9.8 If federal funds are used to reimburse costs incurred under this Agreement, the services and all reimbursements will be subject to the periodic review by the U.S. Department of Transportation and/or the Federal Highway Administration.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** 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" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare 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, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 **TERMINATION FOR CONVENIENCE.** County reserves the right to terminate this Agreement for reasons other than default by 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 Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

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

10.2.2 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled 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 shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, 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 Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, 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 shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled 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 Consultant covenants to undertake no task for 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, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect. Federal and state laws, rules, regulations and codes include but are not limited to:
- 11.2.1 Workers Compensation laws;
 - 11.2.2 Minimum and maximum salary and wage statues and regulations;
 - 11.2.3 Non-discrimination statutes and regulations;
 - 11.2.4 Licensing laws and regulations;
 - 11.2.5 Compliance with Texas Accessibility Standards ("TAS") and ADA requirements, issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, or other applicable Texas Law;
 - 11.2.6 All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738;
 - 11.2.7 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PUB L 94-163, 89 Stat. 871); and
 - 11.2.8 National Environmental Policy Act ("NEPA") including Environmental Protection Agency regulations (40 C.F.R. Part 15), and National Historic Preservation Act of 1966, which require environmental clearance of federal aid projects; and in connection with NEPA requirements, Consultant is responsible for the preparation of NEPA documents required for environmental clearance of the Project covered hereunder.

When required, the Consultant shall furnish the County, TxDOT, the U.S.DOT or the FHWA with satisfactory proof of its compliance therewith.

- 11.3 Acceptance and Approval of the Work Product by County will not release 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 County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a

professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL 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 CONSULTANT OR ANY OF CONSULTANT'S 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 person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:
- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
 - (ii) 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;
 - (iii) the alleged basis of the claim, action or proceeding;
 - (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - (v) the name or names of any person against whom this claim is being made.
- 11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.
- 11.9 **CONTRACT ADMINISTRATION; DISPUTES.** The Purchasing Agent acts as the County representative in the administration of this Agreement. 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 Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Consultant's satisfaction, Consultant may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's 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 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 County or the FHWA. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy. The County and the FHWA shall have a royalty-free, non-exclusive and irrevocable right to use and authorize others to use any patents developed by the Consultant under this Agreement. All intellectual property of CONSULTANT, including but not limited to any computer software (in object code and source code form), tools, systems, equipment, and any know-how, methodologies or processes used by CONSULTANT to provide the services or Work Product to COUNTY, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of CONSULTANT or its suppliers, without limiting the COUNTY'S intellectual property and proprietary rights to the Work Product hereunder as specified in the preceding sentence.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County or FHWA will be at Consultant's sole risk and without liability or legal exposure to County. Should this Agreement be terminated prior to completion of the Project, the Consultant shall not be liable for the County's or FHWA's use of partially completed designs, plans, or specifications on this Project of any other Project.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 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 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 13.3 The records described in Subsection 13.1 above shall be maintained during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation has been completely and fully resolved or until all pending matters relating to this Agreement are closed, whichever occurs last.
- 13.4 At no expense, the County, TxDOT, the FHWA, the Comptroller General of the United States, the U.S. Office of the Inspector General, and other federal agencies or any other duly authorized representatives shall have access to the records described in Subsection 13.1 above for 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 a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 **EQUAL OPPORTUNITY IN EMPLOYMENT.** Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 **CERTIFICATION OF CONSULTANT.** Consultant certifies that neither Consultant nor any members of 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 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 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 Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.
- 14.4.5 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.
- 14.4.6 This Agreement is subject to the procurement requirements set forth in 23 C.F.R. Part 172, 49 C.F.R. Section 18.36, and 49 C.F.R. Part 26.
- 14.5 **NOTICE.** Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will 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. The notice will be given and deemed to have been given 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 County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (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)
County Executive
Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

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

LJA Engineering, Inc.
5316 Highway 290 East

Austin, TX 78735

14.6 **INSURANCE.** Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

14.7 **FORFEITURE OF AGREEMENT.** Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

- (i) 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) 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.

14.7.1 "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;

but does not include:

- (c) 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;
- (d) 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 Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 **PURCHASE ORDER.** Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the

Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Facilities Management Department]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

- 14.9 **PAYMENTS.** Each payment made hereunder must be allowable under Title 48 Code of Federal Regulations Part 31 and must be consistent with Attachments A and B. County will make payment by check or warrant 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, as indicated on Purchase Orders.

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

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

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.
- 14.9.6 Consultant shall 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 County to document the progress of the work.
- 14.9.7 Payments made under this Agreement are subject to cost principles set forth in Title 48 Code of Federal Regulations Part 31. In addition, this Agreement is subject to the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between Title 48 C.F.R. Part 31 and the Prompt Payment Act, applicable provisions of Title 48 C.F.R. Part 31 shall control.
- 14.9.8 Consultant must pay its subconsultants for satisfactory performance of their contracts no later than ten (10) days from the Consultant's receipt of payments from County hereunder. Consultant must complete and submit the Prompt Payment Certification (Federal-Aid Projects) form set forth in Exhibit H-7 as prescribed therein.

14.9.9 Consultant shall complete and submit other forms and reports, as required, including the forms and reports set forth in Exhibits H-1 – H-7 and other forms and reports required by FHWA or TxDOT as submitted to Consultant for completion.

14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. 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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

14.10.2 the debt is paid.

14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.

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

14.13 TAXPAYER IDENTIFICATION. Consultant shall provide 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 will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

- 14.15.1 The Consultant agrees to comply with the requirements set forth in Q120156-JW, Attachment 2 covering TxDOT's DBE Program adopted by Travis County, including all documents attached thereto, in accordance with applicable provisions of the Memorandum of Understanding between Travis County and the Texas Department of Transportation ("MOU"), contained in Appendix C Form 2395 hereto.
- 14.15.2 The Consultant shall submit progress assessment reports to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement, and one copy shall be submitted to the County's DBE Liaison officer at 700 Lavaca Street, Suite 800, Austin, Texas 78701.
- 14.15.3 Prior to contract closeout, the Consultant shall submit a final report (Form SMS.4904) to the County's DBE Liaison officer at 700 Lavaca Street, Suite 800, Austin, Texas 78701.
- 14.15.4 The Consultant's subcontracting program must comply with the requirements of Attachment 2 of Q120156-JW (DBE requirements).
- 14.15.5 The Consultant must not terminate for convenience a listed DBE subconsultant or an approved substitute firm and subsequently perform the work of the terminated subconsultant with Consultant's own personnel or those of an affiliate, without prior written consent of County or FHWA as appropriate.
- 14.15.6 All subcontracts for professional services shall include the provisions of this Subsection 14.15 and any other provisions required by law.
- 14.16 **FUNDING OUT.** Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it, without penalty to the County or FHWA.
- 14.17 **NON-WAIVER OF DEFAULT.** No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to 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 in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.18 **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

shall 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.

14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, 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.

14.20 CONSULTANT CERTIFICATIONS:

14.20.1 Consultant certifies that 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.

14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, 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.

14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall 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, the Civil Rights Restoration Act of 1987, 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 Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

14.21.1 The Consultant shall 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 shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age, or handicapped condition.

14.21.2 The Consultant shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 40 as they relate to non-discrimination, as well as Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375. The

contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- 14.21.3 The Consultant, with regard to work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap condition.
- 14.21.4 In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, for this Project, including procurement of materials or leases of equipment, each potential subcontractor, subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations relevant to non-discrimination on the grounds of race, religion, color, sex, national origin, age, or handicap condition.
- 14.21.5 The Consultant shall provide all information and reports required by the above regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the FHWA, TxDOT, or the County to be pertinent to ascertain compliance with the regulations or directives.
- 14.21.6 Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the FHWA, TxDOT, or the County, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 14.21.7 In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, upon advance written notice to Consultant and if such non-compliance is not cured within the time set forth in Section 10 hereof, the County shall impose such contract sanctions as the County, TxDOT, or FHWA may determine to be appropriate, including, but not limited to:

14.21.7.1 Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or

14.21.7.2 Cancellation, termination, or suspension of this Agreement, in whole or in part.

- 14.22 **GRATUITIES.** County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of 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 County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 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 in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$100,000. By submitting a Qualifications Statement in response to RFQ# Q120156-JW, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.27.1 When requested by the County, TxDOT or FHWA Consultant shall furnish a copy of the certification in accordance with Title 49 Code of Federal Regulations Part 29 (Debarment and Suspension).
- 14.28 LOBBYING CERTIFICATION.
- 14.28.1 In executing this Agreement, the signatories certify to the best of his or her knowledge and belief that:
- 14.28.1.1 No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an

officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and any extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

14.28.2 Consultant shall include the above language in all contracts and subcontracts between Consultant and its contractors, subcontractors, subconsultants, agents, or representatives.

14.28.3 Submission of this certification is a prerequisite for making or entering into this transaction, as required by Title 31 U.S.C. Section 1352.

14.28.4 Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14.28.5 The Consultant and its contractors, subcontractors or subconsultants shall complete the federal standard Form 111, "Disclosure Form Report Lobbying" in accordance with its instructions, as set forth in Exhibit 8 hereto.

14.29 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.

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

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

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

CONSULTANT:

By: Jeff P. Collins

Printed Name: Jeff P. Collins

Title: Executive Vice President

Authorized Representative

Date: March 19, 2013

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.

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO PROCUREMENT COMPLIANCE:

By: _____
Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

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 will be the sum of (\$1,798,108.04).
- 1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:
- (i) Design Phase: includes:
- | | |
|---|-----------------------|
| Work Product 1- Environmental & Schematic | <u>\$631,882.12</u> |
| Work Product 2 – PS&E through 90% Design | <u>\$1,026,140.68</u> |
| Work Product 3 – Final Plans | <u>\$60,695.49</u> |
- (ii) Construction Phase: includes
- | | |
|---|------------------------------|
| Work Product 4 – Construction Phase Services | <u>\$57,684.75</u> |
| Work Product 5 – Final Walk-through & As-builts | <u>\$21,705.00</u> |
| TOTAL: | <u>\$1,798,108.04</u> |

SECTION 2 - FIXED FEE

- 2.1 Consultant and 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 Consultant's services as either "Basic" or "Additional" services, the decision of the County Project Manager will be final and binding on 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 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.

- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 County will reimburse Consultant for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a N/A percent (N/A%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: $\$13,910.00 \times 1.00 = \$13,910.00$

Sub-Contract Management Fee: $\$N/A \times N/A\% = \N/A

REIMBURSABLES TOTAL NOT TO EXCEED: \$13,910.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$1,798,108.04, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$13,910.00, will not exceed \$1,812,018.04.

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 thirty (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**Schedule of Rates (Hourly):**

<i>Senior Project Manager</i>	\$210.00
<i>Senior Engineer</i>	\$160.00
<i>Project Engineer</i>	\$135.00
<i>E.I.T.</i>	\$95.00
<i>Senior Engineering Specialist</i>	\$140.00
<i>Senior Engineering Tech</i>	\$100.00
<i>CADD Operator</i>	\$80.00
<i>Admin</i>	\$65.00

ADDITIONAL SERVICES**Schedule of Rates (Hourly):**

<i>Senior Project Manager</i>	\$210.00
<i>Senior Engineer</i>	\$160.00
<i>Project Engineer</i>	\$135.00
<i>E.I.T.</i>	\$95.00
<i>Senior Engineering Specialist</i>	\$140.00
<i>Senior Engineering Tech</i>	\$100.00
<i>CADD Operator</i>	\$80.00
<i>Admin</i>	\$65.00

EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall 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 Project Manager and Consultant will 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 architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall 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 specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to 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.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **2007 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **2007** days specified in paragraph C, above, does not include any time period during which 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.

PERFORMANCE SCHEDULE

Phase	Precedent	Duration [Coinciding Phase 1]
Work Product #1 – Environmental & Schematic	Notice to Proceed	730 days [547 days]
Work Product #2 – PS&E through 90% Design	County acceptance of WP #1 Phase 1	821 days [638 days]
Work Product #3 – Final Plans	County acceptance of WP #2 for each Phase	*60 days
Work Product #4 - Construction Phase Services	County receipt of TxDoT Construction NTP for Phase 1	730 days [547 days]
Work Product #5 – Final walk-through & As-builts	County receipt of TxDoT Acceptance for each Phase	**30 days

* Per each Phase. Due to the considerable lapse in time affecting the County's ability to accept each Phase's Work Product #2, such lapsed time will not be accounted for during this Work Product.

** Per each phase. Due to the considerable lapse in time affecting TxDoT's ability to notify County of their acceptance of each Phase's Work Product #4, such lapsed time will not be accounted for during this Work Product.

ATTACHMENT 2 to EXHIBIT 3

UTILITY RELOCATION SERVICES

- I. Research records of properties within Project limits of construction
 - a) identify all utility companies that serve the properties
 - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
 - c) identify owners of utilities and their contact information
- II. Obtain existing conditions and proposed improvement information from utility companies
 - a) determine type, size, and approximate location of existing utilities
 - 1) interview appropriate utility company representatives
 - 2) obtain as-built drawings, if available
 - b) determine future plans for utility work within the limits of construction
 - 1) interview appropriate utility company representatives
 - 2) if available, obtain preliminary utility engineering plans and schedule for future improvements
 - 3) if no engineering plans are available, obtain description of proposed improvements, including design criteria that will be used, including but not limited to:
 - i) utility assignment
 - ii) depth requirements
 - iii) design requirements for separation from other utilities, structures, or activities
- III. Review Project design information for existing and potential conflicts
 - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
 - b) profile sheets showing existing and proposed conditions
 - c) detail sheets for foundations showing size and depth requirements
 - d) cross sections showing existing ground and proposed improvements, including excavations, embankments, drainage channels, etc.
- IV. Coordinate the relocation, protection, upgrading, or abandonment of utilities
 - a) identify for the County Project Manager any apparent conflicts between existing or proposed utilities and the Project improvements shown in the design documents
 - b) provide copies of design documents to all utility service providers along with a list of conflicts identified
 - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
 - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to TNR
 - iii) meet with TNR and County Attorney's Office and/or the utility company representatives and other public entities as needed to assist with reconciling conflicts between utilities and the proposed improvements, and record and distribute minutes of such meetings
 - iv) prepare draft of elements to be included in any utility agreements or memoranda of understanding to be developed between TNR and utility service providers, including responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes and types, vertical and horizontal locations; and any special construction and/or protection requirements

- v) provide documentation of correspondence and coordination efforts to TNR upon completion of assignment

V. Additional Services

- a) field check locations of above-ground utilities and visible components of below-ground utilities and mark locations relative to existing topographic features on mapping to be provided by TNR
- b) provide, or contract with companies that can provide, underground utility locating services
- c) hand excavate to verify location of utilities
- d) represent TNR at Austin Area Utility Coordinating Committee meetings
- e) attend pre-construction and construction meetings
- f) provide documentation and testimony as needed to help resolve claims related to utility work or property condemnation cases

ATTACHMENT 3 to EXHIBIT 3**CONSTRUCTION ADMINISTRATION SERVICES****(a) Coordination and Pre-Construction Meeting Services****(i) Technical Submittals and Samples**

Prepare a list of all technical submittals required by the Contractor. Distribute this list at the pre-construction meeting.

(ii) Permits

Prepare a list of all permits to be obtained by the Contractor. Distribute this list at the pre-construction meeting.

(iii) Material Testing and Inspections

Prepare recommendations for the Project construction and materials testing protocols.

(iv) Pre-construction Submittals

Provide review comments on Contractor's pre-construction submittals. Pre-construction submittals include the Contractor's construction schedule, division of contract, subcontractor list, materials supplier list, or any special submittals requested of the Contractor prior to the pre-construction meeting.

(b) Administrative Tasks

(i) Prepare draft agenda for pre-construction meeting.

(ii) Determine the Project communication, reporting, submittal approval/rejection protocol, and documentation requirements.

(iii) Conduct weekly job site meetings. Determine the format for scheduling, conducting, and recording construction meeting minutes.

(iv) Review and become knowledgeable about any required County construction administration processes.

(v) Record meeting minutes.

(vi) Maintain Project construction records consisting of all correspondence related to the construction of the Project, including but not limited to:

(A) all approved technical submittals and a technical submittal checklist;

(B) all approved field orders and change orders;

- (C) contract specifications and drawings;
- (D) daily log;
- (E) job meeting minutes;
- (F) clarifications drawings;
- (G) daily progress reports; and
- (H) processed pay requests.

(vii) The daily log, as a minimum, must contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, subcontractor manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information, and other observations.

(viii) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request.

(ix) Maintain complete files of all Project-related documents at the Project site.

(x) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.

(xi) After the Project has been completed, submit the Project files, along with the original daily logs, to the County.

(c) Construction Phase Services

(i) Submittals

Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for County approvals of "or equal" substitutions along with any recommended cost adjustments.

(ii) Contract Modifications

For modifications required by the County to resolve design errors or omissions, the County Project Manager will coordinate with Consultant to provide the following services:

- (A) provide recommendations to the County concerning potential changes and modifications to the Project that are encountered during construction.
- (B) identify and investigate feasible alternatives, to the extent practical, and

prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.

(C) evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.

(iii) Contractor Pay Requests

Upon receipt of a pay request from the Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation.

(iv) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Contractor beforehand.

(v) Observation

Site visits are to be performed to the extent necessary to:

(A) observe, document, and report to the County and the Contractor whether the Project is being constructed in accordance with the contract documents.

(B) observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.

(C) observe, document, and report to the County the progress of the Contractor and resources committed to the Project by the Contractor.

(vi) Materials Testing and Inspections

(i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, develop a testing program for the Project. The testing program must designate what services are to be provided by Consultant and what services are to be provided by the Contractor. Services must include, but not be limited to, soils compaction testing, concrete cylinder compression strength testing, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by County. A copy of the proposed testing program shall be prepared for review by County prior to beginning work.

(ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.

(vii) Claims

Assist County with claim reviews and negotiations upon request. Assist County with the preparation of related correspondence and documentation.

(viii) Contract Enforcement

Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and County. Communicate to the Contractor and County steps that may be necessary to effect corrective action. Document deficiencies and actions taken by Contractor to correct them. Assist County with evaluating impacts of potential contract termination upon Project costs and the Project Schedule.

(ix) Contract Termination

Assist County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's surety to complete the work, and preparing and holding a pre-construction meeting with the replacement contractor.

(x) Project Acceptance and Close-out

(A) Perform substantial completion and final inspections with County and the Contractor and compile and distribute related punchlist items requiring correction.

(B) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies.

(C) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to County.

(D) Upon Project completion, obtain the original drawings, incorporate all as-built conditions on the original drawings and provide copies to County at Project close-out.

(D) Post Construction Services

(i) Meet with County upon request during the warranty period to investigate problems with materials, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.

(ii) Coordinate and attend with County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment,

and/or materials or by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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 must 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. 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 Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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. 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 Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and 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. 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. 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured

retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$1,000,000* per occurrence for coverage A and B with a \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a \$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance[†]

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County

- a. Waiver of Subrogation (Form TE 2046A)
- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
- c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability and/or E & O Insurance

1. Minimum Limit: \$ 1,000,000 per Occurrence
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional insured status for Travis County is **not** required

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional Insured status for Travis County is **not** required

Insurance covering work on state right-of-way

A. If this Agreement authorizes the Consultant or its subcontractors or subconsultants to perform any work on state right-of-way before beginning work, the entity performing the work shall provide the state with a fully executed copy of the state's Form 1560, Certificate of Insurance, verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right-of-way. [Specify location of work.] This coverage shall be maintained until all work on the state right-of-way is complete.

B. If coverage is not maintained, all work on state right-of-way shall cease immediately, and the state may recover damages and all costs of completing the work.

EXHIBIT 6

STATE OF TEXAS }
COUTNY OF TRAVIS }

ETHICS AFFIDAVIT

Date: March 20, 2013
Name of Affiant: Jeff P. Collins
Title of Affiant: Executive Vice President
Business Name of CONSULTANT: LJA Engineering, Inc.
County of CONSULTANT: Travis

Affiant on oath swears that the following statements are true:

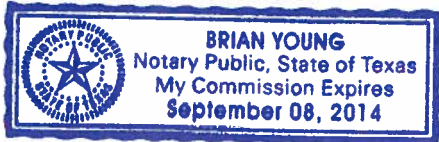
1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to 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.

Jeff P. Collins
Signature of Affiant

5316 Highway 290 West, Suite 150, Austin, Texas 78735
Address

SUBSCRIBED AND SWORN TO before me by Jeff Collins on 3/19, 2013.

Brian Young
Notary Public, State of Texas



Brian Young
Typed or printed name of notary
My commission expires: September 08, 2014

EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS

March 14, 2013

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	Vacant	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas 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	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyln Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
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.	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter Lagrone	
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	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
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., CPPO
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent..... Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV CW Bruner, CTP
 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 Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant II Vacant
 Purchasing Agent Assistant II L. Wade Laursen*
 Purchasing Agent Assistant II Sam Francis*
 HUB Coordinator..... Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis
 TNR... Steve Sun, P.E.
 TNR... Miguel Villarreal, P.E.

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III ..	Elizabeth Corey, C.P.M..	03/14/13
Attorney, Transactions Division .	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV...	George R. Monnat, C.P.M., A.P.P.....	09/26/13
Executive Assistant	Cheryl Aker.....	10/05/13
Purchasing Agent Assistant II ...	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler ...	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14

* - Identifies employees who have been in that position less than a year.

APPENDIX A

SCOPE OF SERVICES

I. SERVICES TO BE PROVIDED BY THE ENGINEER

Roadway: FM 969
County: Travis
Limits: Phase 1: From Decker Lane/FM 3177 to FM 973- Widening of roadway that current varies from 2-lanes to 4-lanes with no shoulders to a consistent 5-lane section with continuous left turn and shoulders.
 Phase 2: From FM 973 to Hunters Bend Road – Widening of a 2-lane no shoulder road to a 5-lane section with continuous left turn and shoulders. Note : The CAMPO Plan calls for both phases to be a 4-lane divided highway.

General Work Description: Provide surveying, preliminary engineering, environmental studies, plans, specifications, and estimate (PS&E) development, limited construction phase services, and as-built drawings to develop FM 969 from Decker Lane/FM 3177 to Hunters Bend. It is anticipated that Phase I will be processed as an Environmental Assessment and Phase II will be an added capacity Categorical Exclusion.

The Engineer will perform the following tasks listed below each Major Heading as shown:

	TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN	51
1.1	Project Management Plan	51
1.2	Meetings	51
1.2	QA/QC & Document Control	51
1.3	Invoicing, Contract Document Coordination	52
1.4	Sub Consultant Management	52
1.5	Project Scheduling	52
	TASK 2 – ROUTE AND DESIGN STUDIES	52
2.1	Field Reconnaissance	52
2.2	Traffic Signal Detailed Design	53
2.3	Preliminary Drainage	54
2.4	Alternative Schematic Development	54
2.5	Preliminary Construction Estimates	54
2.6	Schematic Development	55
2.7	Typical Sections	55
2.8	Develop Horizontal Alignments	55

2.9	Develop Vertical Profiles and balance earthwork	56
2.10	Develop Cross Sections	56
2.11	Prepare Geometric Schematic	56
TASK 3 – RIGHT-OF-WAY DOCUMENTS		56
3.1	Boundary Surveying Service:	56
3.2	Right-of-Entry:	56
TASK 4 – FIELD SURVEYING		57
4.1	Field Surveying	57
4.1	Aerial Photography Services	57
4.2	Aerial Mapping Services	57
4.3	Topographic Design Survey	57
TASK 5 – PUBLIC INVOLVEMENT		58
5.1	Public Involvement	58
TASK 6 - UTILITIES		59
TASK 7 - ENVIRONMENTAL STUDIES		65
7.1	TxDOT Environmental Assessment and Categorical Exclusion	65
All environmental documentation, including any technical reports, will be prepared in accordance with applicable TxDOT SOUs.		66
7.2	Project Description/Purpose and Need/Alternatives	66
7.3	Affected Environment and Environmental Consequences	66
7.3.1	Land Use Impacts	66
7.3.2	Socio-economic and Community Impacts	67
7.3.3	Noise	67
7.3.4	Air Quality	67
7.3.5	Cultural Resources	67
7.3.6	Water Resources	68
7.3.7	Biological Resources	69
7.3.8	Hazardous Materials	69
7.3.9	Construction Impacts	69

7.3.10	Indirect Cumulative Impacts	69
7.4	EA & CE Document Preparation/Comment Response	69
TASK 8 - GEOTECHNICAL SERVICES		71
8.1	Field Sample Collection	71
8.2	Laboratory Testing	71
8.3	Geotechnical Report	72
TASKS 9 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT PHASE 1		72
9.1	Plans, Specifications, and Estimate (PS&E) Development	72
9.2	Drainage Design	73
9.3	Traffic Signal Detailed Design	74
9.4	Signing and Pavement Markings Design	74
9.5	Traffic Control	74
9.6	Storm Water Pollution Prevention Plan	74
9.7	Construction Estimates	74
9.8	ADA Compliance	75
TASKS 10 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT PHASE 2		75
10.1	Plans, Specifications, and Estimate (PS&E) Development	75
10.2	Drainage Design	76
10.3	Traffic Signal Detailed Design	76
10.4	Signing and Pavement Markings Design	77
10.5	Traffic Control	77
10.6	Storm Water Pollution Prevention Plan	77
10.7	Construction Estimates	77
10.8	ADA Compliance	78
TASK 11 - CONSTRUCTION PHASE SERVICES		78
11.1	Advertising, Bidding Phase	78
11.2	Construction Phase – Shop Drawings, Requests for Information from Contractor	78

TASK 1 – PROJECT MANAGEMENT AND COMMUNICATION PLAN

Project Management

Purpose: To coordinate and integrate the work of the project team (Engineer and County) in an efficient and timely manner; and to ensure the highest quality work on all tasks in this work authorization.

1.1 Project Management Plan

- Develop a Project Management Plan that will establish all the responsibilities and roles of the team members, including the prime firm and subs. The plan will also detail the procedure process for all submittals and the QA/QC process that will be followed.
- The basis for the design criteria will be from the latest versions (unless otherwise noted) of the following manuals and publications (other manuals/publications referenced in these manuals are to be understood to be included: TxDOT Roadway Design Manual, A Policy on Geometric Design of Highways and Streets (AASHTO “Green Book”), TxDOT Hydraulic Design Manual, TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges (2004), Texas Manual on Uniform Traffic Control Devices, and the Travis County Design Manual)

Deliverables:

- Project Management Plan

1.2 Meetings

The Engineer will:

- Hold initial kick-off meeting with all team members during the first week after receiving the notice to proceed. QA/QC procedures will be detailed during this meeting. Initial kick-off meeting will be held for each phase if necessary (up to 2 total).
- Attend Design Concept Conference for each phase of the project, if necessary (up to 2 total), at TxDOT District Office to determine design criteria. The Engineer will document the various design criteria on a standard TxDOT Design Summary Report (DSR) form. One DSR will be required for each phase (2 total).
- Hold bi-weekly staff meetings at the Engineers office beginning with the second week of the project. The staff attending will be appropriate based upon the current assignments.
- Send weekly email updates to TxDOT and Travis County, limited to 48 maximum. These updates will summarize the weekly staff meetings and keep the County and TxDOT updated on the project progress.
- Attend Schematic, 30%, 60%, and 100% TxDOT review meetings at the District Office. Each phase will require individual review meetings (10 meetings total).
- No set “weekly” meetings with Travis County will be held, correspondence limited to phone calls and emails.
- Milestone Meetings with County will be held for each of the following submittals: Schematic, 30% PS&E, 60% PS&E, and 100% PS&E.

Deliverables:

- Meeting minutes.

1.2 QA/QC & Document Control

The Engineer will:

- Perform Document Control throughout the entire project. All documents and submittals from every member of the Engineers team will go to the QA/QC manager. Appropriate reviews and documentation of that review will be required at that time. Upon approval by the QA/QC manager the document will be given to the Project Manager for inclusion in the current submittal package.
- Required reviews: Detailed Check Review for all designs, Inter-discipline coordination review, detailed plan review, and County oversight review.

Deliverables:

- Documentation of QA/QC Process if requested by TxDOT.

1.3 Invoicing, Contract Document Coordination

The Engineer will:

- Prepare monthly progress reports and send electronically.
- Prepare monthly invoices for submission to the County for all requests for payment.

Deliverables:

- Monthly invoices and progress reports.

1.4 Sub Consultant Management

The Engineer will:

- Monitor and supervise sub consultant activities (staff and schedule).
- Review all work products prepared by sub consultants in accordance with QA/QC Process
- Require sub consultant to perform Detailed Check Reviews of their own work and participate in Inter-discipline Coordination Reviews.
- Review and approve sub consultant progress reports and invoices.

1.5 Project Scheduling

The Engineer will:

- Prepare an initial critical path schedule for approval by the County indicating tasks, milestones, major meetings, and reviews.
- Provide monthly progress schedules with the progress reports and invoices.

Deliverables:

- Schedule and Monthly Schedule Updates.

TASK 2 – ROUTE AND DESIGN STUDIES

The Engineer will develop a schematic meeting TxDOT requirements for both Phase 1 and Phase 2 of the project.

2.1 Field Reconnaissance

The Engineer will:

- At various times throughout the schematic design process, the Engineer will conduct site visits to collect data on geometry, drainage issues, and other engineering aspects, and collect additional

photography of existing conditions. For the purposes of estimating the effort for this task, it is assumed that the design team will conduct four (4) site visits using two (2) personnel.

Deliverables:

- Brief Field Reconnaissance Reports/pictures detailing any findings which could affect schematic development.

2.2 Traffic Signal Detailed Design

Develop plans, specifications and estimates for construction of traffic signal improvements at FM 3177, Imperial Drive, Blue Bluff Road, FM 973, SH 130, Gilbert Road, Hound Dog Trail, and Hunters Bend Road. Construction documents will be developed as part of a larger construction set for overall project improvements.

The Engineer will:

- Discuss signal requirements with TxDOT, including signal type, communication needs with existing signals
- Prepare Quantity Summaries and Basis of Estimate Sheets including;
 1. Determine quantities and prepare quantity summary sheet
 2. List of all bid items
 3. Bid item quantities
 4. Specification item number
 5. Paid item description and unit of measure
- Prepare General Notes and specifications including;
 1. general notes sheet
 2. governing specifications and special provisions list
- Prepare Signal Layout sheet(s) including;
 1. Existing intersection conditions
 2. Existing utilities
 3. Proposed signal improvements
 4. Proposed additional traffic controls
 5. Proposed safety illumination (attached to signal poles)
- Prepare phase sequence diagram(s) including;
 1. Signal locations
 2. Signal indications
 3. Phase diagram
 4. Signal sequence table
 5. Flashing operation (normal and emergency)
 6. Preemption operation (when applicable)
 7. Interval timing, cycle length and offset
- Prepare construction detail sheets(s) including;
 1. Poles (TxDOT standard sheets)
 2. Detectors
 3. Pull Box and conduit layout
 4. Controller Foundation standard sheet
 5. Aerial or underground interconnect details (when applicable).
 6. Signal Interconnect requirements
- Coordinate with local electric utility company to confirm power source and routing of aerial or underground interconnect (if applicable), and required adjustment of overhead utility lines (if applicable).

Deliverables:

- Traffic signal estimate of probable cost for each submittal noted below.

- Submit 11"x17" plan sets in electronic format for the following reviews:
 1. Submit 30% Layouts for review.
 2. Submit 60% Plans for Review.
 3. Submit 90% Plans for Review.
 4. Submit 100% Plans (paper) for approval and, after approval, prepare mylars for letting.

2.3 Preliminary Drainage

The Engineer shall develop and perform the following for the preliminary drainage design as related to the project layout to determine the preliminary storm sewer and culvert designs, and determine ditch design to convey the runoff properly:

- Visit the project site and collect pertinent and available data.
- Delineate drainage area maps.
- Analyze existing cross culverts, driveway culverts, and storm sewer systems to determine potential drainage improvements.
- Analyze ditch conveyance and potential for erosion (based on shear calculations) to determine if additional ROW or special grading is required.
- Perform value engineering analysis to determine most cost effective approach to limit ROW purchase.
- Analyze outfall treatments of the culverts previously identified and determine grading requirements and the need for drainage easements.
- Preliminary floodplain study will be performed to determine the potential impacts to Elm Creek. No CLOMR or LOMR will be prepared as part of the project, if desired a supplemental work authorization will be required. The floodplain study will be performed by modeling the existing and proposed condition in the software program HEC-RAS. A report documenting the findings will be created and shared with the local floodplain administrator for their use. However, in accordance with TxDOT policy the coordination will be limited to notification of findings.

2.4 Alternative Schematic Development

The Engineer will develop one schematic selected from 2 options developed during the schematic process. The alternative schematic options will be developed to a level that will enable the engineer to quantify such factors as: cost, right of way acquisition required, traffic operations, environmental concerns and constraints, utility relocations or adjustments, etc. The comparison of such factors will greatly assist in the selection of a preferred alternative. The resulting preferred alternative schematic will be further developed into the geometric schematic to meet TxDOT and County requirements. Alternatives may include items such as sidewalk location, curb and gutter to minimize ditch size, alignment or profile improvements, Travis County driveway connection, etc.

2.5 Preliminary Construction Estimates

The Engineer will prepare a preliminary construction estimate for up to Two (2) alternative schematic designs.

The estimate will be in Microsoft Excel spreadsheet format, reflect current bid items and descriptions, and contain all major items that will likely be on the project (e.g., earthwork, pavement structure items, MBGF, signing, drainage features, etc.) Current TxDOT unit bid prices, with a reasonable adjustment for inflation to the anticipated bid opening date, will be used in preparation of the estimates.

Deliverables: Preliminary Construction Estimate for each of 2 alternative schematics (estimated at one (1) iteration per alternative) developed in Microsoft Excel format.

2.6 Schematic Development

The Engineer will develop Geometric Schematics for both Phase 1 and Phase 2 of FM 969 based on the selection determined from the Decision Matrix and approved by TxDOT. The content shown on the alternative design schematics will include items mutually agreed upon by the Engineer and the County such as listed in items 1 thru 17 below and as taken from the TxDOT Austin District Design Schematic Checklist and the Schematic Layouts section from the latest version of TxDOT's Roadway Design Manual. The Geometric Schematic will contain all of the content shown on the alternative design schematics and will also include those items listed in items 1 thru 17:

1. Existing and proposed typical sections
2. The location of intersecting roadways and driveways
3. Horizontal and Vertical alignments for proposed improvements. Vertical alignments may be shown on a separate plot.
4. Existing and proposed ROW information
5. Existing 2011 and projected 2030 traffic volumes
6. Traffic flow arrows (lane designations)
7. Proposed lanes, cross streets, right turn lanes, left turn lanes, etc.
8. Existing utility information
9. Proposed widening of existing structures, replacement structures, and new structures
10. Design speeds of lanes and cross streets
11. Existing and proposed hydraulic information for cross drainage structures including water quality / detention facilities (if any)
12. Proposed noise barriers (if any)
13. Existing and proposed control of access (if any)

The completion of the schematics will be accomplished in the following subtasks:

2.7 Typical Sections

The Engineer will develop existing and proposed typical sections for FM 969 and all cross-streets. The FM 969 typical section for Phase 1 and Phase 2 will be developed for schematic purposes and then updated and revised during design.

2.8 Develop Horizontal Alignments

The Engineer will develop horizontal alignments for FM 969 and for each cross street that intersects FM 969, as follows:

Phase 1:
 FM 969
 FM 3177
 Imperial Drive
 Blue Bluff Drive
 FM 973

Phase 2:
 FM 969
 SH130
 Gilbert Road
 Hound Dog Trail
 Hunters Bend

2.9 Develop Vertical Profiles and balance earthwork

The Engineer will develop vertical alignments for all lanes and locations on FM 969 and cross-streets. The Engineer will evaluate the geometry, cross slopes, earthwork balancing, and anticipated operations when developing the vertical profiles.

2.10 Develop Cross Sections

The Engineer will develop proposed cross sections for both Phase 1 and Phase of FM 969, at 100 foot intervals at a scale of 1" = 20' horizontally and 1" = 10' vertically on a roll plot within the limits of ROW and of cross streets within 200 feet of FM 969. This will help to evaluate cross slopes, limit cut/fill, identify and evaluate existing and proposed drainage issues, and other potential construction issues or impacts.

2.11 Prepare Geometric Schematic

The Engineer will perform the following prior to submission of the final Geometric Schematic for approval for each phase:

The Engineer will compile and display the design working drawings in final deliverable format. The schematic full scale will be 1"=100' horizontal and 1"=10' vertical. The Engineer will submit electronic copies (pdf) of the Draft Geometric Schematic at half scale. The Engineer will incorporate the revisions by the County and deliver the final Design Schematic.

Deliverables:

- PDF of the Draft Geometric Schematic at half scale (Phase 1)
- PDF of the Draft Geometric Schematic at half scale (Phase 2)
- PDF of the Geometric Schematic at full scale and one (1) at half scale (Phase 1)
- PDF of the Geometric Schematic at full scale and one (1) at half scale (Phase 2)
- Graphic files on CD-ROM, used in developing the schematic

Deliverables: • Conceptual Traffic Control Plan

TASK 3 – RIGHT-OF-WAY DOCUMENTS

3.1 Boundary Surveying Service:

- Provide 45 Texas Department of Transportation (TxDOT) style parcel plats and descriptions for proposed acquisition.
- Provide a TxDOT style Right-of-Way map of the project limits.

Deliverables:

- TxDOT ROW Map
- Parcels

3.2 Right-of-Entry:

- We will obtain right-of-entry from property owners adjoining FM 969 as necessary for our surveying efforts. If we are not able to do so due to property owner's reluctance to grant, we will look to you and/or Travis County to obtain right-of-entry.

Deliverables:

- acquisition maps (field notes & exhibits)

TASK 4 – FIELD SURVEYING**4.1 Field Surveying****Survey Limits**

- FM 969 from FM 3177 to SH 130 – ROW to ROW plus 25 ft on both sides of each ROW.
- FM 969 from SH 130 to 500 ft east of Hunters Bend – ROW to ROW plus 50 ft on both sides of each ROW.
- Cross-streets – Cross-street ROW to ROW from the FM 969 ROW to 50 ft outside the FM 969 ROW
- FM 973 – FM 969 ROW to 200' outside the FM 969 ROW

The design survey will include the following: topography with 1 foot contour intervals, natural and man-made features, trees 8" or greater, visible evidence of buried utilities, overhead utilities, sewer invert elevations and flow direction, and roadway features. Survey will show the connectivity of overhead utilities between surveyed features. Surveyor will locate paint marks established by SUE work. For the two FEMA stream crossing, cross sections will be provided at the roadway, ROW, and 500 ft and 1000 ft both upstream and downstream of the ROW.

4.1 Aerial Photography Services

- Aerial photography shall be acquired over the entire length of approximately 4.19 miles.
- Aerial photography acquisition shall conform to all applicable Federal and State regulations.
- Aerial photography shall be acquired by a FAA-licensed pilot utilizing a photogrammetric-grade, precision aerial camera with current USGS calibration report.
- The project's photo scale will be 1"=250' scale taken at a flight height of 1,500 feet above mean terrain (AMT). There will be four flight lines with a total of approximately 40 color exposures.

4.2 Aerial Mapping Services

- Mapping data will be collected in accordance with TxDOT level structure, specified in the TxDOT Survey Manual, Section 4. Photogrammetry, Table 3.4 of standard deliverables for aerial mapping projects.
- Create digital orthoimagery of the project corridor area with 0.25' pixel resolution
- Fully-analytical aerial triangulation adjustment will be performed to conform to the American Society of Photogrammetry and Remote Sensing (ASPRS). From this adjusted control network, Contractor will photogrammetrically-collect topographic map data utilizing Summit Evolution Professional photogrammetric "soft-copy" workstations.
- Topographic mapping for approximately 4.19 miles, appropriate for plotting at a 1"=50' scale, will include planimetric features where clearly visible and discernible from the aerial photography, one foot (1') contours and customized Digital Terrain Model (DTM) along a corridor 500 feet wide (250 feet left and right).
- Topographic mapping will be compiled to meet the American Society of Photogrammetry and Remote Sensing (ASPRS) standard for Class 1 accuracy.

4.3 Topographic Design Survey

- Provide topographic surveying for the obscured areas from the aerial mapping.
- Ground verification of pavement, flow lines, and drainage structures.
- Topographic data will be merged into the aerial mapping file to create a single DTM.
- Cross sections will be provided at approximately 2,000' intervals for use as QA/QC of the aerial mapping.
- Cross sections will be provided at the roadway, Right-of-Way, 500' and 1000', upstream and downstream at two FEMA stream crossings.

Deliverables:

- Signed right-of-entry forms
- Excel spreadsheet of landowner contact information
- Survey information in electronic micro station format

TASK 5 – PUBLIC INVOLVEMENT

The Engineer will perform public involvement tasks throughout the project. The LJA Team PM will facilitate all meetings with the public and the stakeholders. The tasks are broken-down here according to each work product:

5.1 Public Involvement

The LJA PM will lead all public involvement activities and serve as the point of contact between the team and the public.

The Engineer will:

- Develop Stakeholder Database that includes contact information for businesses, abutting property owners, schools and churches within the project area.
- Create Project Fact Sheet that includes information about the project, including an overall description, project schedule, costs for the project and information on how the project addresses neighborhood and mobility needs.
- Develop and distribute Door Hangers #1 for 'Meet the Team' Meeting. (At each major milestone a door hanger will be developed and distributed to inform residences of progress related to the project).
- Prepare yard signs announcing the 'Meet the Team' meetings for distribution.
- Set Up and Monitor Hotline and Email for 2 months- The Project Team will set up a hotline and email account to gather questions and comments from stakeholders. A log of all inquiries will be recorded.
- Conduct Meet the Team Meeting - The project team will coordinate venue arrangements, facilitate the meeting and prepare meeting minutes for distribution to the Project Team.
- Create a list of frequently asked questions that addresses a core set of stakeholder questions about the project.
- Check the project phone and email daily and follow through on action items.
- The project team will schedule, prepare for, and attend up to two (2) meetings with key officials. These meetings will be coordinated with the County.
- Develop and distribute Door Hanger #2.
- Prepare yard signs announcing the Public Meeting for distribution.
- The project team will prepare, organize and host one Public Meeting/Community Open House. The purpose of the meeting will be to involve the community in the roadway design providing an engaging and constructive environment. The project team will be responsible for the meeting strategy and logistics, as well the creation of all the necessary meeting materials. Attend preparation meeting (s) with the County to ensure proper items are discussed and covered at the Public Meeting/Open House.
- One Public Hearing (if needed)

Deliverables:

- Stakeholder database, updated after each meeting
- Fact Sheet, Draft, Revised and Final (400 printed b/w)
- Yard Signs, Draft and Final in English and Spanish (30 printed)
- Map of Locations to Place Yard Signs in English and Spanish
- Door Hanger's at milestones, Draft, Revised and Final in English and Spanish (2000 printed and distributed)
- Log of questions and comments from public
- Agenda for Public Meetings
- Room Layout
- Sign In Sheet
- Draft Presentation
- Meeting Materials
- Summary meeting notes
- FAQs, Draft, Revised and Final (400 printed b/w)
- Meeting agenda, Draft, Revised and Final
- Open House presentation, Draft
- Maps, exhibits, and display boards
- Summary and Analysis and Comment Response Report of the Public Meeting /Open House
- Summary and Analysis and Comment Response Report of the Public Hearing

TASK 6 - UTILITIES

The Engineer will perform Subsurface Utility Engineering Services (SUE) – Quality Levels A thru D, and Utility Adjustment Coordination and Engineering Services related to the coordination and/or adjustment of the following eight utilities:

- AT&T Texas (Telecommunications)
- Texas Gas Service (Gas Distribution)
- Atmos Gas (Gas transmission)
- Koch Pipeline (Gas transmission)
- Time Warner Cable (CATV)
- City of Austin (Water/Wastewater)
- Hornsby Bend Utility Company/Southwest Water Company
- Austin Energy (electric distribution)

6.1 Subsurface Utility Engineering Services:

The ENGINEER shall perform subsurface and above ground utility investigations prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

- Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
 - Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information.
 - Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B.
 - Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

- **Designate (Quality Level B).** Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.
 - The ENGINEER shall:
 - As requested by the State compile "As Built" information from plans, plats and other location data as provided by the utility owners.
 - Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ENGINEER shall examine utility owner's work to ensure accuracy and completeness.
 - Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the State. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.
 - Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable shall be prepared and delivered to the County. It is understood by both the ENGINEER and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information shall be provided in Microstation. The electronic file shall be delivered on floppy disk or C.D., as required by the County. A hard copy is required and must be sealed and dated by the ENGINEER. When requested by the County, the designated utility information must be over laid on the roadway design plans using the format specified by the County.
 - Determine and inform the County of the approximate utility depths at critical locations as determined by the County. This depth indication is understood by both the ENGINEER and the County to be approximate only and is not intended to be used preparing the right of way and construction plans.
 - When requested, provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
 - Provide an itemized bill on company letterhead including County issued work authorization number and project CSJ number. The bill must clearly document whether it is a partial billing or a final billing. All billing statements must include the beginning and ending dates of work.
 - Close-out permits as required.
 - Clearly identify all utilities that were discovered from quality levels C and D investigation, but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
 - Comply with all applicable State policy and procedural manuals.
- **Subsurface Utility Locate (Test Hole) Service (Quality Level A).** Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

- The ENGINEER shall:
 - Review requested test hole locations and advise the County in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
 - Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 - Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
 - Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the ENGINEER:
 - Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - Elevation of existing grade over utility at test hole location.
 - Horizontal location referenced to project coordinate datum.
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility facility material(s).
 - Utility facility condition.
 - Pavement thickness and type.
 - Coating/Wrapping information and condition.
 - Unusual circumstances or field conditions.
 - Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate TxDOT District office.
 - Be responsible for any damage to the utility during the locating process. In the event of damage, the Engineer shall stop work, notify the appropriate utility facility owner, the County, the State, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ENGINEER shall not resume work until the utility facility owner has determined the corrective action to be taken. The ENGINEER shall be liable for all costs involved in the repair or replacement of the utility facility.
 - Back fill all excavations for test holes with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The ENGINEER shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
 - Furnish and install a permanent above ground marker (as specified by TxDOT District office), directly above center line of the utility facility.
 - Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ENGINEER shall return to correct the condition at no extra charge to the County.

- Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible ENGINEER. This information shall be provided in Microstation. The electronic file shall be delivered on a floppy disk or C.D. When requested by the County, the locate information must be over laid on the roadway design plans.
- Return plans, profiles, and test hole data sheets to the State. If requested, conduct a review of the findings with the State.
- Close-out permits as required.

Twelve (12) Level A test holes are anticipated on this project (6 for each segment)

6.2 Utility Adjustment Coordination Services

Utility Adjustment Coordination including utility coordination meetings with individual utility companies, communication and coordination with utilities, and preparation of utility agreement assemblies including utility agreements, joint use agreements, and notice of installation permits. All utility coordination activities shall be in accordance with State's ROW Utility Manual, the Utility Accommodation Rules "UAR", or as directed by the County or State.

- The ENGINEER shall perform utility coordination and liaison activities with involved utility owners, their consultants, roadway designer, the County, and the State to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution. The ENGINEER shall act as the "Responsible Party" as indicated in the State – Utility Cooperative Management Process (See State ROW Utility Manual, chapter 2). The ENGINEER shall also ensure that all utility conflicts are resolved as mutually agreed by all parties, help establish, coordinate, and update design and sequence of utility work schedules, and track the schedule of all agreements.
- The ENGINEER shall coordinate all activities with the County, the State, and/or their designee, to facilitate the orderly progress and timely completion of the design phase. The ENGINEER shall be responsible for the following:
 - Work Plan: Coordinate a work plan including a list of the proposed meetings and coordination activities, and related tasks to be performed, a schedule and an estimate. The work plan must satisfy the requirements of the project and must be approved by the County prior to commencing work.
 - External Communications: Coordinate all activities with Design Consultant or other contractors or representatives as authorized by the County. The ENGINEER shall also provide the County and/or State copies of diaries, correspondence and other documentation of work-related communications between the ENGINEER, utility owners and other outside entities when requested by the County or State.

The work authorization includes one (1) project kick-off meeting with the Utility Companies as a group for each design segment. Group utility meetings will not be held at each design milestone (30%, 60%, and 90% design meeting). Any additional group utility meetings outside the one (1) project kick-off per segment will be considered a change in scope and will be negotiated with the County.

- Permits and rights of entry: Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction to allow the ENGINEER to work within existing streets, roads or private property for additional designating and/or subsurface utility locating.
- The ENGINEER will determine which utilities will conflict with highway construction or the "Utility Accommodation Rules" (UAR), and make the utility company aware of these conflicts. The ENGINEER shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of state right of way; all agreements will be prepared according to the State's ROW Utility Manual, and conform to the UAR-rules and regulations. Any discrepancies or disagreements concerning the preparation of

the agreements in which a higher degree of attention may be required, and we shall be responsible for obtaining all necessary documents or other material to complete same.

- **Utility Agreement Assemblies:** The ENGINEER shall prepare a packaged agreement consisting of a Utility Joint Use Acknowledgement, Standard Utility Agreement, plans on 11x17 sheets, statement of contract work form, affidavit form and copy of recorded easement, schedule of work and various attachments as detailed in the UAR.

- **Utility Agreements:** If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement document. ENGINEER shall determine whether or not a compensable interest exists and the owner's degree of eligibility. The ENGINEER shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ENGINEER shall review plans to ensure compliance with UAR and to ensure that the proposal will not conflict with highway construction. The ENGINEER shall determine all eligibility ratios as well as any betterments and betterment ratio, associated with the proposed adjustments. The ENGINEER will submit a copy of the easement, plans and estimate to the County and the State by letter recommending approval (4 copies of each). The utility shall be reimbursed all cost incurred within their easement limits for replacement in kind.

One (1) Agreement Assemblies (reimbursable Utilities) is anticipated in Segment 1; three (3) are anticipated on Segment 2.

- **Utility Acknowledgements:** For this project, all Non-Reimbursable Utility Adjustments shall be submitted with the Form 1082 or Notice of Proposed Installation. The term permit refers to Form 1082. The UC will furnish the appropriate form to the utility company and assist them with adjustment plan preparation. The utility company should submit the permit, adjustment plans, and schedule to the ENGINEER for review. The ENGINEER shall review plans to ensure compliance with UAR and to ensure that the proposal will not conflict with highway construction. The Utility will submit the permit online upon approval of relocation plans by the ENGINEER.

Four (4) non-reimbursable utilities are anticipated on Segment 1 and on Segment 2.

- The ENGINEER shall determine which utilities shall conflict with highway construction or the Utility Accommodation Rules (UAR), and make the utility company aware of these conflicts. The ENGINEER shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of state right of way. All agreements shall be prepared according to State's ROW Utility Manual, the County's guidelines, and conform to the UAR rules and regulations. Any discrepancies or disagreements concerning the preparation of the agreements in which a higher degree of attention may be required, the ENGINEER shall be responsible for obtaining all necessary documents or other material to complete same.
- Utility Engineering including the identification of utility conflicts, coordination, compliance with Utility Accommodation Rules, and resolution of utility conflicts. The ENGINEER shall coordinate all activities with the County, the State, or their designee, to facilitate the orderly progress and timely completion of the roadway design phase.
 - Coordination of Engineering activities include:
 - **Utility Exhibit:** The ENGINEER shall maintain a utility layout in Microstation format. The information must be provided in a format compatible with the current CADD system used by the County. This layout shall include all existing utilities which are to remain in place or be abandoned, and all proposed adjusted utilities. These layouts are required to establish the location of the utility in plan view within the limits of the project & profile view at locations mutually agreed upon by the County. This layout shall be utilized to compare all utility locations in relation to County's plan & profiles, storm sewer drawings,

bridge layouts, retaining walls as well as any other pertinent design in which the utility may effect, monitor the necessity of proposed adjustments and evaluate proposed alternatives. All facilities/utilities shall be noted by size, location, ownership, and number of lines in particular. Hard copy of the utility exhibit shall be available to the County or State, as needed. The ENGINEER shall utilize the exhibit of existing utilities and make a determination of the following:

- Facilities in conflict with the proposed project that are to be relocated.
 - Facilities to be abandoned in place.
 - Facilities to remain in service and in place as a result roadway design adjustments and meeting the current UAR.
- The ENGINEER shall establish a conflict list of all utilities that are in direct conflict with the proposed design to help in the evaluation of all conflicts. This list shall note all conflicts by station number, right or left, note what the utility is in conflict with, such as pavement, storm sewer, bridge layout, retaining wall, or other roadway designed feature. The ENGINEER shall consider the location of all utilities and the impacts of the utilities on the project with the goal to avoid utility adjustments to the extent allowable and minimize the potential costs and delays relating to the Utility Adjustments to the extent practicable and allowable. The ENGINEER shall work with the roadway design consultant and/or County to achieve the least amount of impacts as practicable to the utility with the intent to suggest possible changes to the roadway design where possible. All utility conflict lists shall be updated to the extent possible and shall be provided to the Utility Companies/Owners and to State at the periodic meetings.

Monthly Utility Tracking Reports will not be provided. Preparation and maintenance of a monthly Utility Tracking Report will be considered a change in scope and will be negotiated with the County.

- Public and individual meetings with utility companies, as required, to facilitate utility conflict identification and resolution.

Work Authorization includes up to one (1) individual meetings with each of the Utility Companies, including travel time, meeting time, and meeting minutes, for a total of five (5) for Segment 1 and seven (7) for Segment 2. Any additional individual utility meetings outside the twelve noted above will be considered a change in scope and will be negotiated with the County.

- Initial Project Meeting: Attend an initial meeting and an on-site inspection, when appropriate, to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- Progress Meetings: Meet with the Design Engineer, the County and/or the State periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings.
 - The meetings shall review:
 - Activities completed since the last meeting
 - Problems encountered
 - Late activities
 - Activities required by the next progress meeting
 - Solutions for unresolved and/or anticipated problems
 - Information or items required from agencies/consultants

One (1) progress meeting per segment, for a total of 2, included. Any additional progress meetings outside the two noted will be considered a change in scope and will be negotiated with the County.

- Review of Utility's Proposed Adjustments

- The ENGINEER shall utilize the existing utility layout prepared to evaluate the nature of the conflict, and develop a plan to perform SUE investigations in a cost effective manner. This shall be developed utilizing the utility layouts with Test Holes depicted at the approximate locations. The SUE Work Plan shall identify the SUE Levels to be conducted for each potential conflict and tentative schedule for its completion in an Excel spreadsheet format.
- Evaluate Alternatives: The ENGINEER shall evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
- Review Estimates and Schedules for Joint bid and Reimbursable utilities: The ENGINEER shall review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment

One (1) estimate for Segment 1; three (3) estimates for Segment 2 are anticipated

- Review plans for compliance with Utility Accommodation Rules, County Guidelines, and proposed location data. The responsibility for quality and accuracy of utility adjustment plans shall remain with the utility company

Five (5) utility adjustment plans for Segment 1 and seven (7) for Segment 2 are anticipated

- Prepare proposed utility exhibit in MicroStation format that can be overlaid on the base file with drainage and determine the following:
 - All facilities conflicts have been resolved.
 - All stakeholders have concurred with the various alignments.
 - Establish the sequence of construction for roadway improvements. The ENGINEER will evaluate any recommendations brought forth by applicable utility agencies in order to consider reasonable modifications to the roadway TCP or schedule. These recommendations shall be presented in a compatible MicroStation format and include a detailed exhibit including narrative and schedule. Compatible MicroStation files will be available upon request.
 - Recommend which utilities shall be built as part of the contract.
 - Recommend which facilities shall be relocated prior to construction.
 - Scope does not include placing proposed utilities in the cross sections
- Include and compile joint bid utilities within contract documents. Review for compliance of the UAR and conflict resolution.
- Utility Certification/Special Provisions: The ENGINEER shall submit upon request from the State, a Utility Certification or a Special Provisions report. Utility Certification shall certify that all utilities are clear for highway construction. However, if the utility adjustments are not complete prior to highway project letting, a Special Provision shall be required outlining all outstanding utility conflicts and their affects on highway construction. Furthermore, a utility clearance schedule signed by the utility owner shall be provided with the certification as noted above. The formats for the certification and the clearance schedule shall be provided by the County.

Utility billings and adjustment monitoring and verification are not included in this scope of services.

TASK 7 - ENVIRONMENTAL STUDIES

7.1 TxDOT Environmental Assessment and Categorical Exclusion

All environmental documentation, including any technical reports, will be prepared in accordance with applicable TxDOT SOUs.

An initial study corridor centered on the existing FM 969 will be the focus of constraints data collection and alternatives analysis (assume three preliminary alternatives). It is anticipated that Phase I will be processed as an Environmental Assessment and Phase II will be an added capacity Categorical Exclusion. A Project Scope and Environmental Issues Checklist would be completed for the CE project (D-list). A Project Scope for Environmental Review Documents would be submitted for the Environmental Assessment.

7.2 Project Description/Purpose and Need/Alternatives

CMEC will prepare a project description to include a brief project history and a description of the proposed action.

CMEC, with assistance from the Engineer, will prepare the Purpose and Need statement according to guidance from FHWA Technical Advisory T6640.8A and TxDOT's "Guidance on Purpose and Need" memo dated July 5, 2001. Travis County and/or TxDOT will supply pertinent data to allow for the development and preparation of this statement. Pertinent data will include but is not limited to any adopted Advanced Funding agreements between TXDOT and Travis County, traffic data, adjacent roadway deficiencies, and project goals and objectives.

CMEC will prepare an analysis of the various project alternatives, narrowing down from three preliminary build alternatives to one build alternative and the no-build alternative. The project alternatives will be analyzed on environmental, engineering, cost, and community acceptance issues and impact avoidance, minimization, and mitigation options will be addressed.

7.3 Affected Environment and Environmental Consequences

CMEC will obtain publicly available information (GIS and/or electronic data as well as hardcopy data), such as:

- Land use maps and filed development plats;
- Land use plans, comprehensive plans, or thoroughfare plans;
- Location of public buildings, schools, churches, parks, etc.;
- Aerial photography;
- Historical site listings;
- USGS quad maps;
- National Wetland Inventory maps;
- County Soil Survey maps;
- FEMA floodplain maps; and
- GIS resource information.

Through data collection and field investigation, CMEC will prepare a description of the affected environment to serve as the basis for determining the environmental consequences of the proposed action, as outlined below.

7.3.1 Land Use Impacts

Existing land uses in the project area will be identified and mapped. The direct impacts on land uses will be documented and the compatibility of the proposed improvements with local plans and policies will be assessed.

Impacts to agricultural operations or farmlands, if any, will also be addressed. If needed, project environmental staff will complete Form AD-1006 for coordination with the Natural Resources Conservation Service regarding prime and unique farmlands.

Under Section 4(f) of the Department of Transportation Act (49 USC 303), the FHWA may not approve the use of land from a publicly owned park, recreational area, wildlife and waterfowl refuge lands, or significant historic sites of national, State or local significance unless a determination is made that: 1) there is no feasible and prudent alternative; and 2) action includes all possible planning to minimize harm to the property resulting from use. Section 6(f) of the Land and Water Conservation Act requires that recreational facilities that receive U.S.

Department of Interior (DOI) funding under the Land and Water Conservation Act as allocated by the TPWD may not be converted to non-recreational uses unless approval is received from the director of the National Park Service. Potential Section 4(f) or 6(f) land would be identified and discussed in the EA. If a full Section 4(f) or 6(f) analysis is needed due to unavoidable impacts to a protected resource, an additional scope and fee estimate would be prepared.

This assessment will note any changes to vehicular access, transit service, bicycle and pedestrian access, freight access, or emergency vehicle access. This effort will include an analysis of potential impacts on safety and contiguous routes for bicyclists and pedestrians, to be summarized in the CE and EA documents.

7.3.2 Socio-economic and Community Impacts

The CE and EA will address potential relocation and displacement impacts, environmental justice and LEP considerations, impacts to community cohesion, impacts to neighborhoods and other residential areas, impacts to community or public resources (places of worship and cemeteries, schools, parks, recreational lands and recreational facilities, public facilities), impacts to traffic and public safety, impacts to travel patterns and accessibility, and economic effects. This assessment will address the potential economic effects upon adjacent businesses and landowners due to any temporary or permanent changes in access.

7.3.3 Noise

The noise impact analysis will inventory potential noise sensitive receptors and establish the project area's existing noise environment through field measurements. In accordance with TxDOT noise assessment guidelines, the roadway alignment for the build year and 20-year design year will be computer simulated and future noise levels will be predicted at each of the sensitive receptors using the FHWA/TxDOT approved Traffic Noise Model (TNM), based on projected traffic numbers to be provided by the Engineer. The noise analysis will include predicted noise impact contours at appropriate distances from the roadway project. Project environmental personnel will perform a field investigation to confirm existing conditions and assess potential impacts to traffic noise resources. This scope assumes no design changes and no revisions to traffic data after the noise modeling analysis is completed.

If the noise modeling identifies impacted noise receivers (receivers whose noise levels exceed regulatory thresholds) and those impacted receivers are in close proximity to each other, it is possible that an additional noise barrier analysis would be needed. At this time, a noise barrier analyses is not expected for this project. However, if warranted due to the results of modeling, a noise barrier analysis would be prepared under an additional scope and budget.

7.3.4 Air Quality

The CE and EA will address air quality pursuant to current TxDOT and FHWA requirements. Based on the proposed project design and expected Annual Average Daily Traffic (AADT) data of less than 140,000 vehicles per day, a qualitative Mobile Source Air Toxics (MSAT) emissions analysis will be prepared for the project.

7.3.5 Cultural Resources

Historic Resources Survey Report Prepare Research Design

- Prepare a research design that defines the project Area of Potential Effect (APE), summarizes the historic context and research questions for the study area, specifies the research and field survey methods, proposes the public involvement efforts in accordance with Section 106 requirements, and provides a critical-path schedule for completing the historic resources studies.
- TxDOT requires that the Historical Studies Branch review and approve the research design prior to initiation of fieldwork. Thus, this task is critical to the schedule for completing the historical studies.

Conduct Reconnaissance Survey Fieldwork

- Conduct reconnaissance-level field surveys to identify historic-age resources that may be present in the project Area of Potential Effects, to be defined in coordination with TxDOT ENV historians. Intensive-level field documentation is not included in this task.

Prepare Historic-age Resources Survey Report

- Preparation of the Historic-age Resources Survey Report (HRSR) for the reconnaissance survey. The HRSR will be prepared in accordance with TxDOT's *SOU*s and TxDOT historical studies branch staff guidance. We anticipate that three drafts of the HRSR will be prepared.
- The preliminary draft HRSR will provide all required content necessary to coordinate with the THC and other parties regarding the determinations of NRHP eligibility and findings of effect under Section 106 (based upon the preliminary determinations of eligibility). This draft will be prepared for review by the City.
- The draft HRSR will incorporate and resolve all comments provided by the project team and the City. The draft HRSR is intended for use in coordinating Section 106 review with the TxDOT Historical Studies Branch. Intensive studies are required in order to resolve eligibility determinations are not included in this scope.
- The final HRSR will incorporate all comments on the determinations of effect and other outstanding issues, and will include final recommendations for mitigation or other efforts to resolve adverse effects, if any are identified. The final HRSR is intended for TxDOT's coordination with the Texas Historical Commission. This task does not include preparation of mitigation plans, Section 106 agreement documents or Section 4(f) analysis since adverse effects are not anticipated at this time.

Prepare NEPA Documentation

- Project architectural historians will summarize the findings of the HRSR and the Section 106 findings of eligibility and effects for incorporation into the environmental constraints and environmental consequences sections of the NEPA document.
- Based upon assumptions that there would be no adverse effects on NRHP resources, we anticipate that historic resources would not be carried forward in the indirect and cumulative impacts analysis. If it is determined that the project results in an adverse impact to historic properties, then an indirect and cumulative impact assessment can be added under a supplemental scope and budget.

Cultural Resources — Archeology

Project archeologists will conduct cultural resource investigations for the project area, including a summary discussion that will be included in the CE and EA. Archival research will be performed in the electronic and mapping files of the Texas Historical Commission (THC) Atlas Sites database, the Texas Archeological Research Laboratory (TARL), and/or any other relevant archives for information on previous cultural resource investigations conducted and previously recorded sites and historic properties in the vicinity of the project's Area of Potential Effect (APE). The results of this research will be summarized in the CE/EA document.

A pedestrian archeological survey will be completed within the right-of-way to be acquired for the preferred alternative, consistent with THC survey standards. The survey results will be summarized in a professional report (one for each phase) and coordinated with the THC through TxDOT. Any required testing or data recovery would be completed under an additional scope and budget.

7.3.6 Water Resources

CMEC will collect data on surface water streams and other existing water resources and the potential for pollution during construction and from the completed facility. The 100-year flood plain, as delineated by FEMA, will be identified and the impacts of the proposed project will be assessed. Potential for impact to groundwater will be evaluated. No Edwards Aquifer Recharge Zone (EARZ) requirements would apply. If any potential caves or karst features are identified during field work, an additional scope/budget would be required for a karst specialist to evaluate the feature. Any Water Pollution Abatement Plan (WPAP) preparation would be carried out under an additional scope and budget.

Wetlands and Other Waters of the U.S.

CMEC wetlands specialists will perform evaluations of wetlands and waters of the U.S. in all areas potentially affected by the proposed project. Wetland field delineations will be conducted and wetland data sheets will be prepared and included in the CE/EA appendix. This task will include a determination of the type of permit (if any) that will be needed from the U.S. Army Corps of Engineers (USACE). The permit determination will be summarized in the CE/EA. Any 404 permit preparation would be carried out under an additional scope and budget.

7.3.7 Biological Resources

CMEC biologists will describe project area biological resources including vegetation communities and wildlife habitat in accordance with the TPWD MOU and MOA. Ecologically sensitive resources, including potential threatened or endangered species habitat, will be identified and their potential to be affected by project construction and operation will be assessed and described in the CE/EA. Alternatives will be evaluated to determine avoidance and minimization measures.

A wildlife habitat assessment for suitability for endangered species will be conducted by CMEC. No presence/absence surveys are anticipated. If required, they would be completed under an additional scope and budget. This scope does not include preparation of a Biological Assessment or a formal Section 7/ Section 10(a) consultation with USFWS, but such consultation could be added under a Supplemental Agreement.

7.3.8 Hazardous Materials

A database search of previously recorded hazardous material sites in the project area will be conducted and a summary incorporated into the CE/EA. During field visits, project environmental staff will identify sites within and near the project corridor that may pose a potential hazardous materials risk. An Initial Site Assessment (ISA) will be prepared consistent with TxDOT standards for both phases. A Phase I Environmental Site Assessment is not included in this Scope of Services.

7.3.9 Construction Impacts

The CE/EA will characterize and present mitigation measures for the temporary effects of construction on land use, air quality, noise, water quality, traffic control, and other resources or issues as appropriate. Preparation of Environmental Permits, Issues, and Commitments (EPIC) sheets for the project would be completed under an additional scope and budget.

7.3.10 Indirect Cumulative Impacts

An indirect and cumulative impacts analysis will be conducted for the EA using the eight-step process described in current TxDOT Guidance on Preparing Cumulative Impact Analyses. This effort will include up to three meetings with city and/or county planning staff, local officials and other stakeholders to establish baseline conditions and identify reasonably foreseeable future actions. The study area for this effort will be established in consultation with the Engineer, the City and TxDOT-Austin District and is expected to include the immediate project area and an appropriate portion of the City of Austin and Travis County.

Based upon assumptions that there would be no adverse effects on NRHP resources, we anticipate that historic resources would not be carried forward in the indirect and cumulative impacts analysis. If it is determined that the project results in an adverse impact to historic properties, then an indirect and cumulative impact assessment can be added under a supplemental scope and budget.

An abbreviated analysis will be conducted for the CE in Phase II, consistent with current ENV guidance.

7.4 EA & CE Document Preparation/Comment Response

This task includes the writing and production of a complete CE and EA document for the two phases as well as revisions to the document in response to comments from the Engineer, Travis County, TxDOT (Austin District and ENV), FHWA, resource agencies, or as a result of the public hearing. Only generalized, preliminary mitigation measures will be presented where adverse impacts may potentially occur; detailed mitigation plans are not part of this Scope of Services. This task includes the submittal of five (5) unbound copies of the draft CE/EA (the Engineer/Travis County/TxDOT Austin District review), 10 unbound copies of the revised draft CE/EA (TxDOT-ENV/agency review), 10 unbound copies of the CE/EA to be approved for further processing (FHWA review), and 10 unbound copies and one electronic CD copy of a revised final CE/EA (if revised after the public hearing). The initial draft CE/EA will be submitted not less than 60 calendar days after receiving an approved schematic drawing, traffic projections and preliminary cost information, including drawings that depict the plan, profile and right-of-way detail for the preferred alternative to be addressed in the CE/EA document.

B. Public Involvement Activities

This scope assumes that one combined Public Meeting and one Public Hearing for Phase 2 will be held for the proposed improvements. The Engineer and Travis County staff shall also meet with affected property owners during the CE/EA development process, and Sub-consultant will assist with those meetings as appropriate. The accompanying fee estimate assumes that others will be responsible for all facility rental costs, newspaper publication costs, and court reporter costs required for public involvement.

CMEC will assist with preparation of newspaper notices, provide exhibits and staff to assist in carrying out the meetings, and provide summary and response documents following the public involvement events.

C. Assumptions

- This scope assumes no design changes and no revisions to traffic data after the noise and air modeling are completed. Should changes be made that would result in the need for additional analysis and/or revisions to the environmental assessment (including required noise and air analysis), any related effort would be considered out of scope and subject to a supplemental work authorization.
- All necessary rights-of-entry will be secured by the Engineer/surveyor.
- An Environmental Assessment (for Phase I) or Categorical Exclusion (for Phase II), rather than an EIS, would be acceptable for both projects. Scope assumes no local controversy, or NEPA-related litigation.

D. Exclusions

The following tasks are not covered in this scope of work and may or may not be necessary. If deemed necessary, these tasks could be conducted under a separate or supplemental work authorization.

- Formal Section 7/Section 10(a) ESA Consultation, including preparation of a Biological Assessment or coordination under the Travis County Regional HCP/BCCP;
- Presence/absence surveys for endangered species;
- Construction phase services, including preparation of Environmental Permits, Issues and Commitments (EPIC) sheets;
- Work extending beyond the specified limits of the project at the time of this work order;
- Any Section 404 permit preparation or agency correspondence;
- Formal, programmatic, or *de minimis* Section 4(f) / 6(f) Statement;
- Hazardous materials Phase I & Phase II ESAs;
- Regional tolling analysis;
- Intensive historic structures surveys, archeological assessments of eligibility, or management recommendations for any historic structures;
- If it is determined that the project results in an adverse impact to historic properties, then an indirect and cumulative impact assessment for those resources can be added under a supplemental scope and budget.
- Archeological site testing, or data recovery;

- Additional documentation services requested as a result of a change in environmental regulations or TxDOT/FHWA documentation standards from those in practice and acceptable at the time of approval of this work authorization.

Deliverables:

- Environmental Technical Memos (all-electronic) to include archeological and historic project coordination requests (PCRs) for both projects; Hazardous materials initial site assessment (ISA) for both projects;
- Draft and final EA for Phase I (number of copies described in 7.4)
- Draft and Final Categorical Exclusion document for Phase II (number of copies described in 7.4).
- Draft archeological survey report for each segment.
- Final archeological survey report for each segment.
- Reconnaissance-level historic resources survey report (draft and final) for Phase I (five paper copies and one electronic copy of each).

TASK 8 - GEOTECHNICAL SERVICES

8.1 Field Sample Collection

1. Rodriguez Engineering Laboratories will contact Texas One Call services for utilities location prior to starting any drilling. Staking the borings and legal access to the boring locations will be handled by the Design Engineer. Traffic control and clearing will be charged at cost of materials plus labor if needed. Borings may need to be extended in cut areas; this will be based on survey data and will need to be determined by the Design Engineer prior to drilling.
2. Obtain soil samples from the areas to be evaluated (Phase I and II).
 - 2.1. Phase I: Drill twenty-three borings to a depth of 5 feet along the proposed road widening area and six borings to a depth of 5 feet along the existing pavement. A boring log will be recorded for each of these borings to document material field description and thickness of every soil strata.
 - 2.1.1 Obtain soil samples to determine material properties. Approximately 2 soil samples per every 5 feet of drilling, obtain additional soil samples if material changes.
 - 2.1.2 Obtain subgrade samples from proposed widening area to perform Texas triaxial test, soluble sulfate content, and lime stabilization by pH method.
 - 2.1.3 The soil samples will be properly sealed and protected from moisture evaporation.
 - 2.1.4 All borings will be properly backfilled after completion.
 - 2.2 Phase II: Drill twenty-one borings to a depth of 5 feet along the proposed road widening area and five borings to a depth of 5 feet along the existing pavement. A boring log will be recorded for each of these borings to document material field description and thickness of every soil strata.
 - 2.2.1 Obtain soil samples to determine material properties. Approximately 2 soil samples per every 5 feet of drilling, obtain additional soil samples if material changes.
 - 2.2.2 Obtain subgrade samples from proposed widening area to perform soluble sulfate content, and lime stabilization by pH method.
 - 2.2.3 The soil samples will be properly sealed and protected from moisture evaporation.
 - 2.2.4 The boring will be properly backfilled after completion.

8.2 Laboratory Testing

1. A testing program will be conducted on the soil and subgrade samples to aid in classification and evaluation of the engineering properties required for analysis.
2. Phase I: Each of the estimated 58 soil samples will be tested for the following properties:
 - 2.1. Determining Moisture Content of Soil Materials (Tex-103-E)

- 2.2. Determining Atterberg Limits of Soils (Tex-104, 105, & 106-E)
 - 2.3. Determining Sieve Analysis of Soils (Tex-110-E)
 - 2.4. Determining the Amount of Material in Soils Finer than No. 200 Sieve (Tex-111-E)
 - 2.5. Laboratory Classification of Soils for Engineering Purposes (Tex-142-E)
3. **Phase II:** Each of the estimated 52 soil samples will be tested for the following properties:
 - 3.1. Determining Moisture Content of Soil Materials (Tex-103-E)
 - 3.2. Determining Atterberg Limits of Soils (Tex-104, 105, & 106-E)
 - 3.3. Determining Sieve Analysis of Soils (Tex-110-E)
 - 3.4. Determining the Amount of Material in Soils Finer than No. 200 Sieve (Tex-111-E)
 - 3.5. Laboratory Classification of Soils for Engineering Purposes (Tex-142-E)
 4. Subgrade samples will be obtained from the project (Phase I & II) to perform the following tests:
 - 4.1. Texas Triaxial Test (Tex-117-E), 1 test
 - 4.2. Determining Lime Stabilization Effectiveness by pH Method (Tex-121-E, Part III), 2 tests
 - 4.3. Determining Water Soluble Sulfate Content (Tex-145-E), 15 tests

8.3 Geotechnical Report

1. The geotechnical investigation report will include the following:
 - 1.1. A summary of field and laboratory test results will be provided.
 - 1.2. Flexible pavement design recommendations satisfying the requirements of the TxDOT Design Guidelines & Construction Standards will be provided. Additional information will be required in order to determine the recommended pavement sections.
 - 1.3. Soil stabilization will be recommended if needed.
2. The geotechnical investigation report and pavement design will not include potential vertical rise (PVR). Additional geotechnical investigation should be performed if PVR values are desired by the Design Engineer.

TASKS 9 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT PHASE 1

9.1 Plans, Specifications, and Estimate (PS&E) Development

Roadway Design

The Engineer shall develop the following design packages:

1. Phase 1 PS&E: FM 969 from FM 3177 to FM 973

The Engineer will develop the following plan sheets or perform the following engineering tasks in accordance with TxDOT, Travis County, and the TxDOT Austin District PS&E manual:

- **Title Sheet** (with Index of Sheets thereon or on a Supplemental Index).
- **General Notes and Estimate & Quantity Sheet**
- **Summaries** for Roadway, Traffic Control, Traffic Signals, Drainage, Erosion Control, Signing, Pavement Markings & Delineation, and .
- **Project Layout** / Horizontal Alignment Layout with survey benchmarks and datum.
- **Typical sections** required for FM 969 and cross-streets develop from the preliminary typical sections and shall incorporate the pavement design developed by the engineer and approved by TxDOT.
- **Traffic control plans** separated by each phase
- **FM 969 Roadway plan and profiles**
- **Cross-street plan and profiles**
- **Intersection Layouts** required for each cross-street
- **Miscellaneous Roadway Details Sheet.**

- **Driveway Details Sheet**
- **EPIC Sheet:** Environmental Permits, Issues, and Commitments Sheet.
- **Earthwork:** The Engineer shall analyze the earthwork to develop cut and fill quantities.
- **Cross Sections:** Develop final design cross sections at 100' intervals along FM 969 and along each cross street for up to 200' back from the FM 969 centerline. The Engineer will develop the Cross Sections at 1"=10' and shall be delivered in standard GeoPak format on 11" x 17" sheets. Electronic files will be delivered on CD along with all other PS&E files.
- **Bid Tabs**

General Notes and Specifications

- **General Notes:** The ENGINEER shall prepare general notes for the project.
- **Specifications:** The Engineer shall prepare a list of specifications complete with standard and special specifications with applicable special provisions needed for the project.

Deliverables

- **Electronic Graphics Submittal** - The Engineer shall provide to the County, an electronic deliverable (CD-ROM) of the plans (including standard drawings) for this project.
- **Final Mylar Tracings (100%)** - The Engineer shall provide one set of 11"x 17" mylar originals with a registered Professional Engineer's seal on each sheet, and multiple sets of prints of the plans including all applicable standards as required for each submittal (see below). Phase 1 and Phase 2 will each require 1 mylar submittal (2 total).
- **Submittals** - 30%, 60%, 90%, and 100% submittals will be made. Comments and revisions requested at the review meetings shall be incorporated into the plans for the subsequent submittal.

9.2 Drainage Design

Drainage Structure Design – develop construction plans for the conveyance of the design storm event and check the 100-year storm event following the TxDOT Hydraulic Design Manual to ensure that there are no adverse impacts to adjacent property or the project itself, above the current existing condition.

For storm sewer, cross culverts, pavement drainage, and ditch design, the Engineer shall:

- Finalize cross-culvert hydrology and hydraulics developed under the schematic phase of the project.
- Perform a value engineering approach to ensure the most cost efficient design of the storm sewer system.
- Compute pavement drainage runoff, and design storm sewer system, ditches and driveway culverts to convey runoff. The Engineer shall include safety end treatments (SETs) for the driveway culverts.
- Design storm sewer system to convey the design storm event with the hydraulic grade-line contained within the pipe.

PS&E Drainage Sheets:

The Engineer shall prepare the following drainage PS&E sheets:

- Overall Drainage Area Map
- Drainage Area Maps
- Storm Sewer Plan and Profile Sheets
- Storm Sewer Hydraulic Data Sheets
- Culvert Hydraulic Data Sheets for cross-culverts.
- Culvert Plan and Profile Sheets
- Ditch design and data tables,
- Driveway culvert design and data tables.
- Drainage Standard Details.

The Engineer shall prepare the following erosion control PS&E sheets:

- Storm Water Pollution Prevention Plan (SW3P) Sheets
- Temporary and Permanent Erosion Control Sheets

9.3 Traffic Signal Detailed Design

Signal Layout

Provide the design for the traffic signal required for the project. This work will include general notes and specification data sheet, existing conditions sheet, signal layout sheet, wiring diagrams, quantity summary tables, phasing diagrams and construction detail sheets.

Assemble Applicable Standards

Identify and acquire all applicable TxDOT or Travis County standards. Modify standards as needed. Plot sheets and incorporate into the plans.

Attend Meetings and Coordination Time

Attend up to three (3) meetings with TxDOT.

9.4 Signing and Pavement Markings Design

Signing and Pavement Marking Layouts

Prepare abbreviated roadway layouts. Layouts will not show horizontal curvature of the roadway alignment, but will include centerline with station numbering. Proposed Layouts will include pavement markings, object markers, delineators, and proposed signs in accordance with TxDOT design standards, the Texas Manual on Uniform Traffic Control Devices (TxMUTCD), and Texas Department of Transportation Sign Crew Field Book.

Pavement Marking Details

Prepare pavement marking details (1"=100') for proposed left turn lane construction and intersection striping at existing FM 969/Gilbert Road.

Sign Details

Provide sign details for non-standard signs identifying directional signs to nearest towns and signs identifying cross streets.

Summary of Pavement Markings

Compute quantities and summarize in the bid tab and prepare a bid item list and estimated prices for all pavement markings, markers, object markers and delineators.

Small Sign Summary

Determine the mounting requirements for each sign or sign cluster based on TxDOT standards. List all the signs on the TxDOT Standard Summary sheets together with totals for each mount type.

9.5 Traffic Control

Traffic control sequencing plans will be developed in accordance with TxDOT standards and the latest MUTCD.

9.6 Storm Water Pollution Prevention Plan

Storm water pollution prevention plans will be developed using TxDOT standards to treat storm runoff during construction activities.

9.7 Construction Estimates

The estimate started in the preliminary phase will be updated at the end of each Work Product, 30%, 60%, 90% And Final Plans. They will be in Microsoft Excel spreadsheet format, reflect current bid items and descriptions, and contain all major items that will likely be on the project (e.g., earthwork, pavement structure items, MBGF, signing, drainage features, etc.) Current TxDOT unit bid prices, with a reasonable adjustment for inflation to the anticipated bid opening date, will be used in preparation of the estimates.

Deliverables: Construction Estimate for the selected alternative developed in Microsoft Excel format.

9.8 ADA Compliance

A Certified Registered Accessibility Specialist (RAS) will review roadway and sidewalks for ADA Compliance.

- Review 30%, 60%, 90%, and Final Plans for Compliance
The RAS will register the project with TDLR and perform final inspection after construction has completed.

TASKS 10 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) DEVELOPMENT PHASE 2

10.1 Plans, Specifications, and Estimate (PS&E) Development

Roadway Design

The Engineer shall develop the following design packages:

1. Phase 2 PS&E: FM 969 from FM 973 to Hunters Bend Road

The Engineer will develop the following plan sheets or perform the following engineering tasks in accordance with TxDOT, Travis County, and the TxDOT Austin District PS&E manual:

- **Title Sheet** (with Index of Sheets thereon or on a Supplemental Index).
- **General Notes and Estimate & Quantity Sheet**
- **Summaries** for Roadway, Traffic Control, Traffic Signals, Drainage, Erosion Control, Signing, Pavement Markings & Delineation, and .
- **Project Layout / Horizontal Alignment Layout** with survey benchmarks and datum.
- **Typical sections** required for FM 969 and cross-streets develop from the preliminary typical sections and shall incorporate the pavement design developed by the engineer and approved by TxDOT.
- **Traffic control plans** separated by each phase
- **FM 969 Roadway plan and profiles**
- **Cross-street plan and profiles**
- **Intersection Layouts** required for each cross-street
- **Miscellaneous Roadway Details Sheet.**
- **Driveway Details Sheet**
- **EPIC Sheet:** Environmental Permits, Issues, and Commitments Sheet.
- **Earthwork:** The Engineer shall analyze the earthwork to develop cut and fill quantities.
- **Cross Sections:** Develop final design cross sections at 100' intervals along FM 969 and along each cross street for up to 200' back from the FM 969 centerline. The Engineer will develop the Cross Sections at 1"=10' and shall be delivered in standard Geopak format on 11" x 17" sheets. Electronic files will be delivered on CD along with all other PS&E files.
- **Bid Tabs**

General Notes and Specifications

- **General Notes:** The ENGINEER shall prepare general notes for the project.

- **Specifications:** The Engineer shall prepare a list of specifications complete with standard and special specifications with applicable special provisions needed for the project.

Deliverables

- **Electronic Graphics Submittal** - The Engineer shall provide to the County, an electronic deliverable (CD-ROM) of the plans (including standard drawings) for this project.
- **Final Mylar Tracings (100%)** - The Engineer shall provide one set of 11"x 17" mylar originals with a registered Professional Engineer's seal on each sheet, and multiple sets of prints of the plans including all applicable standards as required for each submittal (see below). Phase 1 and Phase 2 will each require 1 mylar submittal (2 total).
- **Submittals** - 30%, 60%, and 100% submittals will be made. Comments and revisions requested at the review meetings shall be incorporated into the plans for the subsequent submittal.

10.2 Drainage Design

Drainage Structure Design – develop construction plans for the conveyance of the design storm event and protect against the 100-year storm event following the TxDOT Hydraulic Design Manual.

For storm sewer, cross culverts, pavement drainage, and ditch design, the Engineer shall:

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- Driveway culvert design and data tables.
- Drainage Standard Details.

The Engineer shall prepare the following erosion control PS&E sheets:

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10.3 Traffic Signal Detailed Design

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Assemble Applicable Standards

Identify and acquire all applicable TxDOT or Travis County standards. Modify standards as needed. Plot sheets and incorporate into the plans.

Attend Meetings and Coordination Time

Attend up to three (3) meetings with TxDOT.

10.4 Signing and Pavement Markings Design**Signing and Pavement Marking Layouts**

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10.5 Traffic Control

Traffic control sequencing plans will be developed in accordance with TxDOT standards and the latest MUTCD.

10.6 Storm Water Pollution Prevention Plan

Storm water pollution prevention plans will be developed using TxDOT standards to treat storm runoff during construction activities.

10.7 Construction Estimates

The estimate started in the preliminary phase will be updated at the each submittal, schematic, 30%, 60%, and Final Plans. They will be in Microsoft Excel spreadsheet format, reflect current bid items and descriptions, and contain all major items that will likely be on the project (e.g., earthwork, pavement structure items, MBGF, signing, drainage features, etc.) Current TxDOT unit bid prices, with a reasonable adjustment for inflation to the anticipated bid opening date, will be used in preparation of the estimates.

Deliverables: Construction Estimate for the selected alternative developed in Microsoft Excel format.

10.8 ADA Compliance

A Certified Registered Accessibility Specialist (RAS) will review roadway and sidewalks for ADA Compliance.

- Review Final Plans for Compliance

The RAS will register the project with TDLR and perform final inspection after construction has completed.

TASK 11 - CONSTRUCTION PHASE SERVICES

11.1 Advertising, Bidding Phase

The Engineer will:

- Attend the preconstruction meeting.
- Address addendum items

Deliverables:

11.2 Construction Phase – Shop Drawings, Requests for Information from Contractor

- ADA Compliance RAS inspection of sidewalks forms prior to pouring.
- Final Walk Through
- Produce As-Built Plans that have been redlined from contractor

II. SERVICES TO BE PROVIDED BY TRAVIS COUNTY

FM 969 Phase 1 and Phase 2 Decker Lane to Hunters Bend

1. Travis County will provide a Project Manager to serve as the primary point of contact for the consultant.
2. Travis County will act as direct contact with TxDOT
3. Travis County shall provide all existing CADD files, GeoPak files, Cross-Sections, and As-built plans for FM 969. It is our understanding that TxDOT will provide this information to Travis County.
4. County will attend Public Involvement Meetings.
5. County will work with the LJA Team to secure a location for the public involvement meetings.
6. Travis County will provide timely reviews in conjunction with the agreed upon schedule. It is our understanding that TxDOT will also provide reviews through Travis County.
7. TxDOT requires asbestos testing on all real property abandoned in place as a result of right-of-way acquisition. Travis County will procure all asbestos testing and removal required for the FM 969 Project.
8. The County will provide right-of-way acquisition services for this project.
9. The County will provide right-of-way relocation assistance if necessary.
10. The County will purchase, install, and maintain the traffic counter equipment needed for reimbursement from TxDOT.

APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT
(SEE CONTRACT FILE)

APPENDIX C**FORM 2395**

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF
TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
BY TRAVIS COUNTY**

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and Travis County, a political subdivision of the State of Texas ("County").

Whereas, from time to time from the County receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the County with the construction or design of projects partially or wholly funded through FHWA; and

Whereas, the County, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the County's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the County and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the County desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the County find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the County's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and Travis County, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that is federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The County is a sub-recipient of federal assistance for construction projects and design projects ("Construction and Design Projects") and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The County receives its federal assistance through TxDOT. As a sub-recipient, the County has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the County, adopt the DBE program, administered through TxDOT, and Travis County hereby chooses to adopt the TxDOT DBE Program.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the County to achieve its DBE participation in federally assisted Construction and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the County and for TxDOT.

(5) The County and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by Travis County:

(a) The County will be responsible for project monitoring and data reporting to TxDOT. The County will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the County.

(b) The County will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The County's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the County in an effort to meet the timing and other requirements of the County projects.

(d) The County will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the County construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the County project under applicable law or a the County Procurement Policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program.

(f) The County will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort, Commercially Useful Function, etc. The County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.

(g) The County will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the County's administration of the DBE Program through TxDOT.

(h) The County will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. the County and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Travis County area.

(j) The County will submit DBE semi-annual progress reports to TxDOT.

(k) The County will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the County projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the County about the implementation of the TxDOT DBE Program by the County, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible. If the parties are not able to resolve any material

disagreement to the satisfaction of all parties, either party may terminate this Memorandum of Understanding by written notice to the other party and FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the County will be allowed reasonable time in which to seek approval for a DBE Program without being deemed non-compliant with 49 CFR Part 26 or with an approved DBE Program.

(9) This Memorandum of Understanding applies only to projects for which Travis County is a sub-recipient of federal funds through TxDOT. The County may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The County may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached) and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11)

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M. (or successor)
Travis County Purchasing Agent

Hand Delivery:

314 W. 11th St., Ste. 400
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748
Austin, Texas 78767

TEXAS DEPARTMENT OF TRANSPORTATION

Michael W. Behrens, P.E.
Executive Director
Address: 125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both Travis County and the Texas Department of Transportation and dated subsequent to the date(s) of this MOU. Except as otherwise authorized by the Travis County Commissioners Court, no official, employee, agent, or representative of Travis County has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the County and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14)

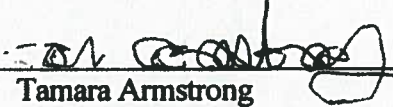
(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

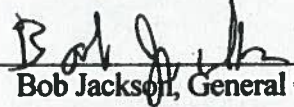
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by Travis County of any immunities from suit or liability that the County may have by operation of law, and Travis County hereby retains all of its affirmative defenses.

EXECUTED by TxDOT and the County, acting through each duly authorized official and effective on the latest date signed.

APPROVED AS TO FORM:

By: 
Tamara Armstrong
Assistant County Attorney
Travis County

Date: 4/19/07


By: 
Bob Jackson, General Counsel
Texas Department of Transportation

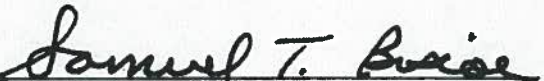
Date: 5/23/07

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

TRAVIS COUNTY

By: 
Michael W. Behrens, P.E.
Executive Director

By: 
Samuel T. Biscoe
Travis County Judge

Date: 5-24-07

Date: 5-8-07

RECEIVED
TRAVIS COUNTY
2007 MAY 10 AM 10:24
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OFFICE