

Item 19



Travis County Commissioners Court Agenda Request

Meeting Date: April 16, 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 1626 IMPROVEMENTS PROJECT, RFQ NO. Q120157-JW, TO THE HIGHEST QUALIFIED FIRM, KLOTZ ASSOCIATES, INC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This project is for the necessary reconstruction and widening of FM 1626 from 1,100' west of Brodie Ln. to FM 2304. From 1,100' west of Brodie Ln. to the Bear Creek Bridge, the road will be a 5-lane section including a continuous left turn lane and 10' shoulders. From Bear Creek Bridge to FM 2304, the road will be a 5-lane section including curb and gutter with 6' shoulders. Additionally, in this section a sidewalk will be on one (1) side of the road. The total project length is approximately 1.11 miles.
- 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 August 22, 2012, ten (10) proposals were received for the design of FM 1626 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 two ranking firms was generated. Each short-listed firm was interviewed on October 4, 2012 to determine the highest qualified firm for completing the required work. TNR staff rated the firms based upon their responses

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.

to standardized questions as developed by TNR.

- As a result, on November 27, 2012 the court authorized staff to commence negotiations with Klotz Associates, 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, Klotz Associates, Inc., in the amount of \$722,276.13.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$722,276.13

Contract Type: Professional Services Agreement

Contract Period: 780 calendar days from issuance of NTP

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 71

Responses Received: 10

HUB Information: N/A

% HUB Subcontractor: 55.19%

➤ **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: 300000533

Cost Center/Fund Center(s): 1490190000

Comments:

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.

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.



Jasen
4-1-13
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

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

700 Lavaca St.
Seven Floor
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4626

March 27, 2013

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 MAR 29 PM 3:16

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
FROM: *[Signature]* Steve Manilla, P.E., County Executive, TNR
SUBJECT: FM 1626 Improvements
RFQ# Q120157-JW
Professional Services Agreement for Engineering Design

The following information is provided for your use in preparing an agenda item for Commissioners Court action. Please contact either me at ext. 4-9383 or Tony Valdez, P.E., Project Manager at ext. 4-7567 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to enter into a Professional Services Agreement with Klotz & Associates for FM 1626 Improvements in Precinct Three.

Summary and Staff Recommendations:

On August 10, 2012, TNR requested Purchasing Office to obtain professional engineering services for the design and construction document preparation for the FM 1626 Improvements project. Purchasing, together with TNR Public Works, developed an RFQ for these services and received proposals from ten (10) firms. TNR evaluated and rated the qualifications of each firm and determined Klotz and Associate as the highest rated and the most qualified firm for this project. TNR and Purchasing negotiated a professional services agreement with the selected firm. TNR recommend entering into a Professional Services Agreement with Klotz and Associates for a fee of \$722,276.13.

Budget and Fiscal impact:

Funding for this project is available from certification of obligation road bonds that will be issued over several years for the TxDOT Pass Through Toll Finance program. The total amount approved for this project is \$12.1 million. The \$722,276.13 has been encumbered as follows:

WBS Element: RDCN.149.000019
Funds Reservation Number: 300000533
Funds Center: 1490190000
Fund: 4075

GL Account: 522040

Issues and Opportunities:

This project will improve FM 1626 from north of Johnson Lane to Manchaca Road from a two-lane road to a four-lane road with center turn lane, bike lanes and sidewalk. The improvements will enhance roadway safety, increase traffic capacity and strengthen area transportation network. The project development will go through engineering design, National Environmental Policy Act (NEPA) process, ROW acquisition and utility relocation before bidding and construction. The project implementation may need more than 5 years to complete.

Attachment: Project Scope and Fee Proposal

cc: Steve Sun, P.E., Assistant Public Works Director
Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services
Tony Valdez, TNR Project Manager

Funds Reservation 300000533

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 1626 TX DoT Pass Through - Klotz Associate		
Reference			
Overall Amount	722,276.13 USD		

Document item 001			
Text	FM 1626 TX DoT Pass Through		
Commitment item	522040	Funds center	1490190000
Fund	4075	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	722,276.13 USD		

DRAFT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

KLOTZ ASSOCIATES, INC.

FOR

ENGINEERING SERVICES

FOR

DESIGN OF FM 1626 IMPROVEMENTS

IN PRECINCT 3

FEDERAL PROJECT NUMBER: CSJ #1539-02-026

CONTRACT NO. 12AE0157JW

**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	20
	14.8 PURCHASE ORDER	20
	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	22
	14.15 DISADVANTAGED BUSINESS ENTERPRISE (DBE)	

	PROGRAM REQUIREMENTS	22
14.16	FUNDING OUT	23
14.17	NON-WAIVER OF DEFAULT	23
14.18	MEDIATION	23
14.19	OFFICIALS NOT TO BENEFIT	24
14.20	CONSULTANT CERTIFICATIONS	24
14.21	CIVIL RIGHTS/ADA COMPLIANCE	24
14.22	GRATUITIES	25
14.23	MONITORING	25
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	26
14.29	AMENDMENT	27
14.30	ENTITY STATUS	27

ACKNOWLEDGEMENT AND SIGNATURE PAGE 27

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	36
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT	41
EXHIBIT 5	INSURANCE REQUIREMENTS	42
EXHIBIT 6	ETHICS AFFIDAVIT	45
	ATTACHMENT 1 KEY CONTRACTING PERSONS LIST	46
APPENDIX A	SCOPE OF SERVICES	48
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 Klotz Associates, 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. Q120157-JW on August 10, 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:

Klotz Associates, Inc.

901 S. Mopac, Suite 220
Austin, TX 78746

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 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: _____

Printed Name: _____

Title: _____

Authorized Representative

Date: _____

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

DRAFT

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 (\$685,773.60).

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- 30% Design	<u>\$253,473.71</u>
----------------------------	---------------------

Work Product 2 – 60% Design	<u>\$180,930.53</u>
-----------------------------	---------------------

Work Product 3 – 90% Design	<u>\$182,273.68</u>
-----------------------------	---------------------

Work Product 4 – 100% Design	<u>\$69,095.71</u>
------------------------------	--------------------

TOTAL:	<u>\$685,773.60</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: \$36,502.50 x 1.00 = \$36,502.50

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

REIMBURSABLES TOTAL NOT TO EXCEED: \$36,502.50

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$685,773.60, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$36,502.50, will not exceed \$722,276.13.

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>	\$190.00
<i>Project Manager</i>	\$175.00
<i>Senior Engineer</i>	\$150.00
<i>Project Engineer</i>	\$126.00
<i>Design Engineer</i>	\$113.50
<i>E.I.T.</i>	\$95.00
<i>Engineer Tech</i>	\$90.00
<i>Senior CADD Operator</i>	\$90.00
<i>CADD Operator</i>	\$76.75
<i>Admin/Clerical</i>	\$61.50

ADDITIONAL SERVICES

Schedule of Rates (Hourly):

<i>Senior Project Manager</i>	\$190.00
<i>Project Manager</i>	\$175.00
<i>Senior Engineer</i>	\$150.00
<i>Project Engineer</i>	\$126.00
<i>Design Engineer</i>	\$113.50
<i>E.I.T.</i>	\$95.00
<i>Engineer Tech</i>	\$90.00
<i>Senior CADD Operator</i>	\$90.00
<i>CADD Operator</i>	\$76.75
<i>Admin/Clerical</i>	\$61.50

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 **780 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **780** 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
Work Product #1 – 30% Design	Notice to Proceed	360 days
Work Product #2 – 60% Design	County acceptance of WP #1	180 days
Work Product #3 – 90% Design	County acceptance of WP #2	120 days
Work Product #4 – 100% Design	County acceptance of WP #3	120 days

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 }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of CONSULTANT: _____

County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires:_____

EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS

April 2, 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

Position Held	Name of Individual Holding Office/Position	Date of Expiration
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

Highway: FM 1626

Limits: From: From 1,100' west of Brodie Lane

To: FM 2304

CSJ: 1539-02-026

Contract No.: PT 2011-007-01

Travis County (hereinafter referred to as the "Owner") intends to contract with Klotz Associates (hereinafter referred to as the "Engineer") for the preparation of environmental documents and schematic design to obtain environmental clearance for the widening of FM 1626 from 1,100 feet west of Brodie Lane to FM 2304 and for the preparation of plans, specifications, and estimates (PS&E) on the final selected alternative. The Owner has executed a Pass-Through Agreement with the Texas Department of Transportation (hereinafter referred to as "TxDOT") for the PS&E portion of the project.

The work to be performed by the Engineer under this contract consists of providing engineering services required for the preparation of environmental documents, most likely an Environmental Assessment (EA) and a Finding to obtain environmental clearance for the overall project limits from Brodie Lane to FM 2304. As currently envisioned in the 2035 CAMPO Plan, the project would consist of widening from a two-lane roadway to four-lane roadway with a continuous left turn lane throughout the project limits. The Engineer shall prepare plans, details, and compute quantities to include demolition, roadway design, grading, paving, sidewalks, bicycle accommodation and pedestrian ramps, any water and sewer lines owned by others, drainage, detention facilities, bridges, traffic signals, signing, pavement markings, illumination, traffic control plans, storm water pollution prevention plans, water quality features, retaining walls, noise mitigation determined reasonable, feasible and cost effective, , specifications, and cost estimates.

The Engineer shall coordinate with the Owner to secure right of entry to private property for performing any surveying. The Engineer will make every effort to comply with the wishes and address the concerns of private property owners.

The Engineer shall coordinate for the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g., city, county, State or municipal utility district).

The PS&E shall be developed in English units using the 2004 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The final plan sheets shall be 4 mil white opaque standard mylars, size 11"x17", signed (in blue ink), sealed, and dated by a Professional Engineer registered in the State of Texas. The plans shall be noted as copyrighted with the TxDOT's logo and submitted to TxDOT and the Owner. The final plans and documents will be provided to the Owner in pdf format on CD along with digital files.

PS&E for the above work shall be prepared in accordance with the requirements of the TxDOT's specifications, standards, and manuals (latest revision). Whenever possible, the TxDOT's standard drawings, standard specifications, or previously approved special provisions and/or special specifications shall be used. Special provisions or special specifications developed or modified for this project shall be in the TxDOT's format and, to the extent possible, incorporate references to approved TxDOT test procedures. Any specifications developed by the Engineer shall be submitted to the TxDOT for approval prior to inclusion in the PS&E. The Engineer shall sign, seal, and date all project specific modifications to standard drawings.

The Engineer shall make submittals in accordance with the Owner's agreement with TxDOT. The submittal shall consist of up to 10 copies of 11"x17" paper sets. The Engineer shall reply to each comment either within the plan set or by separate cover letter. The Engineer shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

The written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete.

The Engineer shall prepare a design time schedule using Microsoft Project software. The design time schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items and shall be updated monthly and submitted with the monthly invoice.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The Engineer (RPLS) shall be responsible for delineating easements on areas outside TxDOT ROW for purposes of proposed construction. The Owner and /or Developer will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The Engineer shall furnish a copy to the Owner prints of a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary and are not for plotting purposes. Upon completion of the preliminary drainage plans, the engineer shall distribute to the various utility companies and request their review of possible conflicts. Upon return of these prints, the Engineer will schedule a meeting with the Owner and the various utility companies to discuss potential conflicts. The engineer is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the Owner. The Engineer shall coordinate through the Project Engineer for the development of this project with any local entity having jurisdiction or interest in the project (i.e. city, state, etc.). Keep the Owner in the loop of these meetings.

Specifications, Special Provisions, Special Specifications

Whenever possible, use the standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification are developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The Engineer shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the Owner's Project Engineer. Any replacements to the engineer's designated Project Manager/Engineer must be approved by the Owner.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated.

Design Responsibilities

The Engineer is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Owner and all decisions shall be final and binding. This would include, but not be limited to:

1. All design errors and/or omissions resulting in additional design work to correct errors and/or omissions and cost increases that may occur during construction.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The Engineers shall promptly make necessary revisions or corrections resulting from the engineer's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the Owner will not relieve the Engineer of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Special Provisions, General Notes and/or Specifications provided to the Owner shall be furnished on either CD in word format or other format to be determined by Owner and TxDOT.

The Engineer shall provide to the Owner, a graphics file containing all the plan sheets for the project. The graphics file shall be compatible with the Owner's computer system.

Evaluation

An evaluation of the Engineer's performance, professionalism, quality of plan preparation, etc., will be performed by the Owner. This evaluation will be kept on file and will determine to a large extent the Engineer's consideration for future projects.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

PROJECT DELIVERABLES (GENERAL)

Shown below are the general deliverables for the project to be submitted to the Owner and TxDOT. Detailed descriptions of work products can be found beginning on page A-5 of this scope of work.

Schematic Design

Prior to proceeding with the 30% PS&E Design Phase Submittal, the Engineer shall submit and obtain approval of the following:

1. Schematic Alternatives: The Engineer shall prepare three alternatives for consideration to the Owner and TxDOT
2. Final Schematic: The Engineer shall prepare a final schematic for approval by the Owner and TxDOT.

Construction Document Submittals – PS&E

The engineer shall submit the following:

1. 30% Design Phase Submittal – Plans and Estimate
2. 60% Design Phase Submittal – Plans, Specifications, and Estimate
3. 90% Design Phase Submittal – Plans, Specifications, Estimates, and Standards
4. 100% Design Phase Submittal – Plans, Specifications, Estimates, and Standards

Project Reports

The Engineer shall submit the following:

1. Design Concept Conference Documents

2. Environmental Documents:
 - a. Project Scope and Environmental Checklist
 - b. Technical Reports
 - c. Environmental Assessment
 - d. Public Meetings Summary and Analysis
 - e. Administrative Record and Construction Stage Gate
3. Drainage Report
4. Geotechnical report:
 - a. Pavement Design
 - b. Foundation recommendations
 - c. Backfill Requirements
5. Traffic Study

Utility Exhibits

The Engineer shall submit the following:

1. Utility Conflict List (30%, 60%, 90%, and 100%)
2. Utility Exhibits

Right of Way Mapping (in format approved by TxDOT)

1. Abstract Map
2. ROW Map
3. Parcel Plats
4. Metes & Bounds descriptions
5. Temporary Construction Easements
6. Permanent Easements

ENVIRONMENTAL DOCUMENTS AND SCHEMATIC DESIGN

This portion of the project includes providing engineering services required for the preparation of environmental documents, most likely an Environmental Assessment (EA) and a Finding to obtain environmental clearance for the overall project limits from Brodie Lane to FM 2304. The specific scope of the task required to complete this work is shown below.

Route and Design Studies (Function Code 110)

- A. **Data Collection** - The Engineer shall collect, review, and evaluate data described below.
 1. Record Drawing plans, existing schematics, right-of-way maps, subsurface utility engineering (SUE) mapping, existing cross-sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, bridge inspection records, pavement management information system data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
 2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.

3. Utility plans and documents from the Travis County and appropriate municipalities and agencies.

- B. Field Reconnaissance** - The Engineer shall conduct field reconnaissance and collect data including a photographic record of notable existing features.
- C. Design Concept Conference** - Project specific information shall be provided on the Design Concept Conference (DCC) form. The Engineer, in cooperation with the Owner and TxDOT shall plan, attend, and document a DCC to be held prior to the 30% milestone submittal at TxDOT. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel shall discuss and agree on:
1. Roadway and drainage design parameters
 2. Engineering and environmental constraints
 3. Project development schedule
 4. Other issues as identified by the State
 5. Identify any design exceptions and/or waivers
 6. Preliminary construction cost estimate

The Engineer shall update the DCC form to incorporate comments from the conference and shall maintain the form throughout the contract.

- D. Schematic Design** - The engineer shall prepare at least three alternatives for consideration during the schematic design. The three alternatives will be shown in plan view and will include the latest available aerials for backgrounds. The preferred (final) alternative will include plan, profile, typical section, turning movement diagrams, legend, and title. The preferred (final) schematic design shall be prepared based on a selection of a previous alternative.
- E. Preliminary Cost Estimate** - The Engineer shall review and update a preliminary construction cost estimate using the TxDOT's average bid prices for the Austin District for the preferred (final) alternative. A comparative planning cost estimate will be provided for all three alternatives.
- F. Geotechnical Report** – The Engineer shall drill the number of soil borings necessary to satisfy TxDOT Criteria for bridge design, permanent and temporary pavement, retaining walls, culverts, and backfill requirements.

The Engineer has assumed one bridge and four retaining walls with a total length of 500 feet. Alignments and P&P's have not been generated currently and a proposal will be updated following receipt of the plans. TxDOT criteria shall be followed for spacing borings and sampling including Texas Cone Penetrometer testing as per TxDOT geotechnical manual dated 2010 for bridges and retaining walls.

The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. Appropriate laboratory tests will be performed on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, unconfined compression, and particle size analysis tests.

The construction documents will be reviewed at the various submittal phases to confirm the geotechnical recommendations are properly addressed. Additional detail regarding pavement design scope follows.

1. Pavement Design Scope

The Engineer will design a pavement section to achieve a 20-Year Design Life as approved by TxDOT. The Owner and TxDOT will approve the materials to be considered for this design. The pavement design will include consideration of traffic loads to be provided to the Engineer, lab test results, and borings. The TxDOT pavement design procedure will be followed, using the FPS 21 analysis program. The traffic data required includes current and projected traffic counts and truck percentages.

Because the proposed alignment is along an existing road, it is recommended to utilize nondestructive deflection testing (NDT) with the Falling Weight Deflectometer (FWD) to calculate subgrade design parameters, as per TxDOT requirements. The data may also be used to finalize boring locations to ensure geotechnical data is collected for any changes in subgrade conditions identified in profiles of the NDT data. The Engineer will evaluate the existing pavement section based on deflection data and make recommendations for upgrades as necessary.

The construction documents will be reviewed at the various submittal phases to confirm the pavement design recommendations are properly addressed.

2. Engineering Report Deliverable

The Engineer anticipates providing geotechnical and pavement design deliverables for both Work Product 1, 30% complete design documents and Work Product 2, 60% complete design documents. It is further understood that each Work Product is submitted for review and must not proceed to the next Work Product or phase until it receives a written notice-to-proceed for that next Work Product or phase.

As per the original Travis County RFQ, Work Product 1: The 30% submittal will provide the draft geotechnical report with pavement design. Work Product 2: The 60% submittal will include the final geotechnical report with pavement design. In general, the following items will be included in the geotechnical report:

- a. Site Vicinity map,
- b. Geology map,
- c. Plan of borings,
- d. Boring logs,
- e. Laboratory test results summary,
- f. Swell potential evaluations,
- g. Groundwater conditions,

- h. Generalized subsurface conditions,
- i. Pavement thickness design
- j. Subgrade stabilization, if determined necessary, and
- k. General earthwork recommendations.

G. Water/Wastewater Preliminary Engineering - The Engineer shall contact existing water and wastewater utility providers to determine the location, type, and size of utilities that may be affected by the project. The Engineer shall assess potential conflicts and discuss them with the utilities and design team. The Engineer shall prepare preliminary schematic drawings for the proposed relocation of water and wastewater lines and infrastructure.

Environmental Studies and Public Involvement (Function Code 120)

Environmental Studies

TASK 1: ENVIRONMENTAL SCOPE AND LETTER

The Engineer will complete the Project Scope and Environmental Issues Checklist. The Engineer will also complete a classification letter to be sent by the local sponsor with the above mentioned scope.

TASK 2: ENVIRONMENTAL BACKGROUND STUDIES

To determine the background environmental conditions and select environmental consequences of the proposed project, the Engineer will perform the following required studies in accordance with TxDOT's Standards of Uniformity (SOU): 1) noise analysis, 2) air quality analysis, 3) jurisdictional waters and wetlands investigation, 4) threatened and endangered species/migratory bird investigation, 5) indirect and cumulative impacts analysis, 6) cultural resources investigation. These studies will be utilized during the preparation of the Technical Reports and National Environmental Policy Act (NEPA) Environmental Assessment EA.

A. Noise Analysis

The noise analysis will be performed in accordance with TxDOT's Noise Guidelines and FHWA guidelines. The noise analysis will identify representative receivers that might be impacted by highway traffic noise and determine existing and predicted noise levels using the FHWA Traffic Noise Model (TNM), Version 2.5. The noise analysis shall identify impacted receivers in accordance with the State's absolute and relative criteria and include the development of noise contours. *If the noise analysis for the Preferred Alternative results in noise impacts and noise abatement is required, it will be completed under a supplemental work authorization.*

B. Air Quality Analysis

An air quality analysis will be prepared in accordance with the TxDOT's Air Quality Guidelines-2006 and TxDOT's Air Quality Environmental Standards of Uniformity-2011. The following actions and information will be included:

1. A qualitative MSAT analysis will be included as part of the air quality analysis. A summary of the air quality analysis will be included in the EA.

2. If a Carbon Monoxide Traffic Air Quality Analysis is required, the additional services necessary will be provided through a supplemental agreement.
3. If a quantitative MSAT analysis is required, the additional services necessary will be provided through a supplemental agreement.

C. Jurisdictional Waters and Wetlands Investigation

Engineer will perform an analysis of the most currently available aerial photographs, topographical maps, the National Wetlands Inventory (NWI) database, soil surveys, USGS Quadrangles, jurisdictional waters assessments and wetlands determinations previously performed in the area, and conduct the appropriate field work necessary to identify USACE jurisdictional waters and potential wetlands within the project.

D. Threatened and Endangered Species and Migratory Bird Investigation

A threatened and endangered species habitat assessment will be performed along the proposed build alternatives. A visual inspection within and immediately adjacent to the existing and any proposed right-of-way (ROW) will be performed for state and federal listed threatened and endangered species habitat. Woody vegetation within 300-feet of the existing or proposed ROW on adjacent properties will be surveyed for migratory birds as right-of-entry allows.

The project is outside of the Edward's Aquifer Recharge and Contributing Zones and within karst Zones 3 and 4, which have low or no probability for endangered karst invertebrates, respectively. Therefore, a visual inspection of Karst Zone 3 will be conducted and results summarized in the technical report and environmental document. A geologic assessment will not be required. *If mussel surveys are needed, they will be done under a supplemental agreement.*

This task does not include right-of-entry coordination by Engineer. All potential habitat impacted by this project will be identified and noted during the site investigation. Presence/absence surveys, Section 7 or 10 consultation, and coordination with the U.S. Fish and Wildlife Service are not included in this scope of work if habitat for federally listed species is identified. A supplemental agreement with an additional scope of work and budget will be needed if these activities are required.

E. Hazardous Materials Initial Site Assessment

Engineer will complete a database search and visual inspection within the study area. Travis County and TxDOT will be notified if further testing is required, based on the results of the database search and visual inspection. *If further testing is required, it will need to be done under a supplemental agreement with an additional scope of work and budget.*

F. Indirect and Cumulative Impact Analysis

Engineer will perform an indirect and cumulative impacts analysis in accordance with TxDOT's *Revised Guidance on Preparing Indirect and Cumulative Impact Analyses* (September 2010) and the National Cooperative Highway Research Program (NCHRP) 466 *Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects*. In accordance with the TxDOT guidance, Engineer will perform the analysis on those resources that are: 1) substantially impacted by the proposed project, and 2) currently in poor and/or declining health or at risk even if the project impacts are relatively small. The analysis will span an appropriate geographic and temporal boundary to be agreed upon prior to detailed evaluation.

TASK 3: TECHNICAL REPORTS

Per TxDOT staff guidance, Engineer will prepare technical reports for those areas of concern within the project area that may require technical assistance from TxDOT ENV. The technical reports will detail the results of all field investigations completed under Task2, and will also detail the impacts to each environmental resource for all project alternatives. The technical reports will form the bulk of the text that will be referred to in the NEPA EA document (Task6).

A. Purpose and Need

The purpose and need of the project will be established in a technical report. The need will detail why the project should proceed and why current conditions are unsatisfactory. The purpose will focus on the features of the project, regardless of preferred alternative. This task will also reiterate the logical termini analysis and supporting information prepared and presented to TxDOT Austin District, TxDOT ENV, and FHWA during the Pass-Through Toll Financing project.

B. Alternative Analysis

This task will describe the process used to develop the alternatives analysis, requirements and benefits of each alternative, alternatives eliminated from detailed study, and detailed descriptions of all reasonable alternatives. The EA will evaluate three build alternatives and one no-build alternative.

C. Existing Environment

The existing environment will be established in a technical report. Resources that will be reviewed include, but are not limited to: existing vegetation, geology, soils, hazardous materials, water resources, wildlife, threatened and endangered species habitat, cultural and historic setting, socioeconomics, community impact assessment, noise, air quality, and traffic conditions. Background information detailed in this report will be utilized in the impact analyses in Tasks 3D through 3H below.

D. Noise

A noise analysis will be accomplished in accordance with TxDOT's (FHWA approved) Guidelines for Analysis and Abatement of Highway Traffic Noise in coordination with field data collected in Task 2A. The analysis will be compiled into a technical report for review and summarized in the environmental document.

E. Air

The qualitative air quality analysis completed in Task 2B will be incorporated into a technical report for review. No quantitative analysis will be completed.

F. Federally-listed Threatened and Endangered Species

This task will compile data gathered during field investigations in Task 2D in order to assess each project alternative for potential occurrences of and impacts/effects to state and federally-listed threatened and endangered species. Engineer will utilize applicable federal law, peer-reviewed literature, and USFWS data and guidance to determine potential effects to federally-listed threatened and endangered species for each project alternative.

G. Jurisdictional Waters and Wetlands of the U.S.

This task will compile data gathered during field investigations in Task 2C in order to assess each project alternative for impacts to potential waters and wetlands of the U.S. Any impacts to waters or wetlands of the U.S. are anticipated to be authorized through Nationwide Permit (NWP) #14 for linear transportation projects. To be authorized under NWP #14, discharges cannot cause loss of greater than 0.50-acre of waters or wetlands

of the U.S. Pre-construction notification (PCN) must be given to the USACE if wetlands will be impacted or the loss of waters of the U.S. exceeds 1/10 acre at each crossing or if any of the general conditions of the permit cannot be met, including impacts to cultural resources and/or federally-listed species. *Preparation of an Individual Permit or a PCN to the USACE is not included in this scope of work, and if required, would be completed under a supplemental work authorization. It is assumed that wetland mitigation is not required for this project.*

H. Socioeconomics and Community Impact Assessment

An analysis of community impacts and impacts to socioeconomics will be detailed in a technical report. Socioeconomic resources under evaluation include, but are not limited to: land use, demographics, environmental justice, displacements, community cohesion, and limited English proficiency.

Each technical report will be submitted for review to TxDOT Austin District, and TxDOT ENV.. Comment resolution included as Task 4.

TASK 4: TECHNICAL REPORT COMMENT RESOLUTION

Per TxDOT staff guidance, Engineer will prepare and submit technical reports for certain areas of concern within the project area that may require technical assistance from TxDOT ENV. Each technical report will be submitted for review to TxDOT Austin District, and TxDOT ENV. Based on review, Engineer anticipates comment generation at each step of the review process.

TASK 5: CULTURAL RESOURCES BACKGROUND STUDY

Based on preliminary discussions with the TxDOT Staff Archeologist, Engineer will conduct a background study of the project area in accordance with the TxDOT *Standards of Uniformity (SOU) for an Archeological Background Study*.

The proposed project area has not been previously surveyed for cultural resources and one prehistoric site was recorded in 1966 spanning the FM 1626 roadway within the proposed project area. While a portion of the site was covered by the original construction of FM 1626 and the portion of the site within the FM 1626 ROW was reportedly looted repeatedly, the current condition and significance of this site would need to be assessed. As such, an intensive archaeological survey with shovel testing will be conducted of the entire project area, focusing on areas of new ROW, any easements, the previously recorded site, and the margins of Bear Creek. The survey would include obtaining a Texas Antiquities Permit from the Texas Historical Commission, submitting a Project Coordination Request (PCR) for archeological studies to TxDOT, survey fieldwork and associated expenses, submission of archeological site forms for any documented sites to the Texas Archeological Research Laboratory (TARL), and completion of a survey report that includes National Register of Historic Places (NRHP) and State Archeological Landmark (SAL) eligibility recommendations for any documented sites.

Once right-of-entry has been obtained, our staff can investigate archeological resources, [identify endangered species habitat, and delineate any wetlands to ensure that project designers avoid these constraints to the extent feasible](#). The Texas Historical Sites Atlas indicates that there is no National Register of Historic Places (NRHP) listed sites, Official Texas Historical Markers (OTHM) or Recorded Texas Historical Landmarks (RTHL) present in the vicinity of the proposed project. The Texas Historical Sites Atlas indicates the presence of the Chapel Hill Memorial Cemetery (Cemetery Number TV-CO33) located at Old Manchaca Street, located more than 150-feet from the right-of-way. Another single grave marker was identified on Johnson Road during field investigations. Staff will investigate the potential for additional unmarked burial sites if the project encroaches within the vicinity of this site. There is a low probability that the project area is located within or near potential

historic districts or historically-significant landscapes. Given the proximity to Bear Creek and the presence of one previously recorded prehistoric site, the project area possesses at least moderate probability of containing additional unrecorded aboriginal resources. Archeologist and the Architectural Historian will perform a field assessment to provide clarification on the presence of prehistoric, historic-age, and historically significant resources within the project area that have not been previously documented. Architectural Historian will complete a Project Coordination Request (PCR) and submit this to TxDOT for review and guidance on the level of architectural survey required. Several structures of historic age are located within the APE of the project area. A Research Design and subsequent Reconnaissance Survey Report will likely be required to document the historic standing structures within the APE. These documents, should they be requested following the submittal of the PCR, will be coordinated with TxDOT.

Assumptions:

- Our staff will employ a non-collection policy to the maximum extent practicable. Diagnostic (i.e., time- or culturally sensitive) and non-diagnostic artifacts will be sketched and photodocumented in the field, and notes will be recorded on their provenience and apparent cultural and chronological affiliation. In the event that any cultural materials are collected during the survey, they will be temporarily housed at our laboratory facilities in Austin, Texas, and processed for analysis. Any artifacts collected from public ROW during the survey may need to be curated at an approved curational facility according to guidelines of the THC and the curation facility. Curation includes standardized preparation and labeling of field notes, photographs, and cultural materials. Any cultural materials collected from private land would be returned to the landowner. This scope of work does not cover the costs of processing artifacts for curation, the negotiation of a curation agreement with an approved curation facility, or curation fees.
- This proposal covers only the Phase I archeological inventory survey of the proposed APE. It does not include provisions for conducting NRHP/SAL eligibility testing or data recovery excavations on potentially significant sites.
- This scope does not include provisions for mechanical excavations, such as backhoe trenching in areas of deep alluvium or Gradall stripping adjacent to cemeteries, if such are encountered during the survey fieldwork. Mechanical trenching is required by the state's survey guidelines in areas with a moderate to high probability to contain cultural resources buried more deeply than standard shovel testing is capable of reaching (i.e., 3 to 4 feet below ground surface), and mechanical scraping is sometimes required by the state within any area of the project located with 100 feet of a cemetery. Extensive mechanical operations are anticipated to be unnecessary for this project, though it is possible that any stream crossings, areas of intact alluvium, and/or areas near cemeteries may require mechanical excavations.
- This scope does not include provisions for an intensive level architectural survey, should one be required by TxDOT.

TASK 6: ENVIRONMENTAL ASSESSMENT DOCUMENT PREPARATION

Engineer will prepare an Environmental Assessment (EA) for the proposed improvements on FM 1626 from Brodie Lane to FM 2304. All data and analyses will be in accordance with 43 Texas Administrative Code and the content and format of FHWA Technical Advisory T6640.8A, and TxDOT's SOUs. The EA will incorporate and make reference to the final text from each technical report, as well as additional discussions on topics not reviewed during the technical report process. Discussions not prepared during the technical report

process include, but are not limited to: executive summary, analysis of geology, soils, and vegetation, selection of the recommended alternative, a discussion of environmental permits, issues, and commitments, conclusion section, references, and additional maps and figures. This task includes preparation and submittal of four EA submittals: 1) Preliminary Draft to TxDOT for initial review and comment; 2) Revised Preliminary Draft, with preliminary TxDOT comments addressed, for public involvement; 3) Draft to TxDOT, with comments resulting from the public involvement phase addressed, for review and comment; 4) Draft EA to FHWA for review and comment. This task includes comment resolution after each round of comments. Final EA preparation and development of a draft FONSI document is included as Task 8 and 9 below.

TASK 7: PUBLIC MEETING PREPARATION AND ATTENDANCE

See Task 3 for under Public Involvement for Public Meeting support.

TASK 8: FINAL ENVIRONMENTAL ASSESSMENT DOCUMENT

Engineer will prepare the FINAL EA document after the conclusion of any public meetings or hearings. The Final EA will address concluding comments generated from TxDOT Austin District, TxDOT ENV, and FHWA and/or necessary public comments. Up to twenty copies of the Final Environmental Assessment will be prepared.

TASK 9: PREPARATION OF THE FINDING

A Finding of will be prepared after the Final EA is complete. The Finding will summarize effects to environmental resources, reflects all applicable mitigation commitments for the preferred alternative, and provides determination of no significant impact for the preferred alternative.

TASK 10: PREPARATION OF THE ADMINISTRATIVE RECORD (AR) AND CONSTRUCTION STAGE GATE CHECKLIST (CSGC)

A. Administrative Record

The administrative record (AR) is a record of all documents relied upon during the preparation of NEPA studies that have been directly or indirectly considered by the decision maker(s) in making a final project decision. The task involves the compilation, organization, and indexing of project files relating to the project. Documents that are prepared or dated after the final decision is officially issued are not eligible as part of the AR. Compilation and indexing of the AR is an ongoing activity until the final decision is issued.

The Engineer will:

1. Review and compile information relating the project. This work would be performed in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Practitioner's Handbook *Maintaining a Project File and Preparing an Administrative Record for a NEPA Study* (July 2006); *Guidance to Federal Agencies on Compiling the Administrative Record* (US Department of Justice, 1999); as well as related guidance from the State and FHWA.
2. Review the project file (maintained filing system) for the project to ascertain which information would be required for the AR. Generally, the AR would contain "all documents and materials directly or indirectly considered by the agency" in making its decision.
3. Compile the Administrative Record. All qualified information, data, documentation, and material pertaining to the NEPA study of the project will be compile into one central location. Generally, the AR

would include documents and materials which will be available to the decision-maker at the time of the decision. The AR would include substantive documents that are directly or indirectly considered by the lead agency in reaching a decision; whether the documentation or materials support or do not support the final decision.

4. Once project documents are compiled or concurrent with compiling the documentation, an index and a database of documents contained within the AR would be created. The index will have a cover page that will include the title of the project, date that the AR was originally compiled, date(s) AR was updated. Each information item with regards to each AR item will be designated as a separate field within the database. The database and index will be burned onto a CD(s) and placed within the AR along with a hardcopy of the index (matrix). The database can be used to prepare a variety of reports with regards to the AR sorted by any of the fields.
5. Provide an electronic copy of the AR on a compact disk (CD) and the documents not already in electronic format would be scanned. The scanned documents would be legible. A hardcopy of the AR is not included in this scope of work.

B. Construction Stage Gate Checklist

The Engineer will complete pertinent sections of TxDOT's Construction Stage Gate Checklist (CSGC). Once the pertinent sections are completed, the CSGC will be sent to TxDOT to finalize

Public Involvement

Task 1: Plan

The Engineer will prepare a public involvement plan that describes the planned public involvement activities and provides a timeline and schedule for accomplishing them.

Task 2: Database

The database will include property owners and residents on and near the project limits (via Travis County Appraisal District), HOA/NA/POA contacts, businesses, churches, educational/community organizations, elected/public officials, and any special interest groups (i.e. environmental groups). The Engineer will collect emails when possible. Any contacts, calls, and communications made throughout the project will be documented and included in the database. Deliverables will include development and maintenance of database throughout the project in Excel format, a log of all communications, and a final database

Task 3: Stakeholder Outreach

The Engineer will facilitate outreach with the community throughout the project via telephone and email and if necessary, in person meetings. This outreach will be started before the public meetings are held and we will share project information to be distributed in newsletters, at events, etc. It is important to get the community involved early on to start the project with a good working relationship with different groups in the area, to provide a transparent project, and address questions and concerns. Groups that may be included in outreach include: affected property owners; elected/public officials; local businesses; Neighborhood Associations/Property Owner Associations/Homeowner Associations; schools; and any other opportunities as defined through research and discovery. If there are any events in the area during the project, project information may be distributed at these events. The Engineer will not attend or hold meetings without prior

approval by Travis County. All outreach will be logged and included in the project database. Up to two employees from the environmental consultant will prepare for and attend one public meeting and one public hearing at the request of the Owner. The environmental consultant will provide minimal support to the Public Involvement firm.

Task 4: Media

The Engineer will develop and distribute media releases for project milestones. We will work with major media outlets as well as smaller, more local outlets (such as neighborhood association newsletters). All media outreach and stories will be logged and included in the project database.

Task 5: Project Materials

The Engineer will develop communication tools for public education, to gain and maintain public support, and to notify public of upcoming events. Materials will be developed suitable for multiple media uses (print, web, email). Technical information will be presented graphically rather than textually, where possible. If needed, Spanish translation will be included in meeting announcements. Materials will be developed as needed and may include: educational materials such as fact sheets; illustrative exhibits; web-ready meeting notifications; display boards; handouts;; project updates;; and electronic surveys.

Task 6: Public Meeting

The Engineer will coordinate, publicize, and conduct one public meeting to solicit comments/concerns from the public and preliminary list of stakeholders. The public meeting for corridor determination will include a presentation of the corridor alternatives, preliminary design analysis, and a discussion of the project development and environmental review processes.

Deliverables: The Engineer will schedule, publicize, and conduct one public meeting for the public. The Engineer will create a mailing list of all property owners within and adjacent to the study area prior to the public meeting. The Engineer will create and mail a postcard or letter to all of these property owners informing them of the date, time, and place of the public meeting. The Engineer also will prepare letters to local elected officials to be signed and sent from the Owner. The Engineer will identify and secure a location for the public meeting, and will create and place one display ad (to run twice) in the prominent local newspaper, and a legal notice to be published at 30 days and 10 days prior to the public meeting, in the legal section of two newspapers with general circulation.

The meeting format will consist of an open house followed by a presentation and comment period. For the meeting, the Engineer will prepare an exhibit showing a schematic for the corridor alternatives on photographic background. Also, a presentation board showing the matrix (in tabular form) of general project criteria for route selection will be developed. The Engineer will prepare all required meeting materials (including one handout/fact sheet, project location map, and agenda); meeting signs, nametags, sign-in forms, and comment cards. The

The Engineer will provide a court reporter, security (as necessary) and translation services (as required).

The Engineer will prepare a meeting summary that includes meeting attendance, the meeting presentation, and public comments and responses.

Task 7: Public Hearing

The Engineer will coordinate and conduct one public hearing. The public hearing will include a presentation of the preferred alternative based on previous analysis and public input.

Deliverables: The Engineer will identify and secure a location for the public hearing , and will create and place a legal notice to be published at 30 days and 10 days prior to the public hearing, in the legal section of two newspapers with general circulation, one display ad (to run twice) in the local prominent newspaper; place a

hearing notice on local online community calendars; and prepare a meeting notice for the project web page on the Owner's website. The Engineer will prepare a letter to notify all property owners within and adjacent to the corridor(s) of the date, time and place of the public hearing. The Engineer also will prepare letters to local elected officials to be signed and sent from the Owner.

The hearing format will consist of an open house followed by a presentation and 10 day public comment period. The Engineer will prepare an exhibit showing a schematic of the preferred alternative, as well as a presentation board showing the matrix (in tabular form) of general project criteria for route selection.

The Engineer will prepare all required hearing materials (including one handout/fact sheet, project location map, and agenda); meeting signs, nametags, sign-in forms, and comment cards. The Engineer will provide a court reporter, security (as necessary) and translation services (as required). Finally, the Engineer will prepare a combined Summary and Analysis including Comment and Response report.

Right-of-Way Data (Function Code 130)

- A. Right-of-Way Evaluation** - The Engineer shall review and evaluate the existing right-of-way map from the Owner to verify that all construction staging, roadway and drainage design elements have been taken into account. The Engineer shall make every effort to prevent detours, utility relocations, and easements from extending beyond the existing right of way lines. The Engineer shall notify the Owner in writing of the need and justification for additional construction easements or right-of-way.
- B. Right-of-Way Mapping** – The Engineer shall prepare metes and bounds descriptions and right of way mapping for the proposed ROW as determined by the evaluation above including schematic design in a format approved by TxDOT.
- C. Utility Coordination and Adjustments.** The Engineer shall participate with the Owner to determine the location of all existing and proposed (future) utilities and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall adhere to the *TxDOT Utility Cooperative Management Process* covering milestone meetings, minutes, and correspondence. The Engineer shall provide meeting minutes for the utility meetings. Prepare and update the conflict list prior to the 30%, 60% and final submittals. The utility conflict list must include highway station number, name of utility company and type of facility, the contact person (with address and telephone number), location of conflict (station and offset), proposed highway facility, impacts to storm sewer, roadway, drainage ditch and drilled shaft, expected clearance date, effect on construction and type of adjustment. The Engineer shall maintain and update the conflict list. The Engineer shall arrange for submitting copies of plans (in a timely manner) and attending utility meetings with all utility owners and other interested parties or agencies that are identified to be within the proposed project's area. The purpose of this meeting is to ensure that all utility owners and area entities are aware of the scope and relevant details of the proposed project.
- D. Exhibits for Utility Agreements** - The Engineer shall continue to maintain and update the utility exhibits throughout the project's development. The Engineer shall prepare any exhibits for utility approvals and other governmental/regulatory agencies, specific to the project.
- E. Access Management** - The Engineer shall coordinate and evaluate access management within the project limits in accordance with the latest State *Access Management Manual* or as directed by the State.

Field Surveying and Photogrammetry (Function Code 150)

- A. Field Surveying** -The survey limits for this project are defined along FM 1626 from 1,100 feet west of Brodie Lane to FM 2304. Actual survey limits of items below are within the limits from 1,100 feet west of Brodie Lane to 700 feet east of FM 2304 unless otherwise indicated.

The Engineer's Surveyor shall verify the horizontal and vertical control for the project as established by TxDOT and coordinate data from previous projects.

The Engineer's Surveyor shall:

1. Vertical Control: Locate previously set benchmarks established by TxDOT and establish benchmark circuit (run levels) throughout the Project. All benchmark circuits shall be tied to the State's elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Engineer's Surveyor shall verify the closure and submit adjustments to TxDOT for approval prior to beginning the field surveys.
2. Profile and cross-section intersecting streets and driveways to 50 feet outside ROW for driveways and 200 feet for intersecting streets.
3. Cross-section drainage channels for a distance of 200 feet each way outside the ROW lines. Cross-sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels. The width of the cross-sections shall cover the top of the channel over bank extending at least 50 feet beyond. Cross-section data shall include flow line of the channel. This includes both Little Bear and Bear Creeks.
4. Provide cross sections from 20 feet outside proposed ROW (or farther as needed) at 100-foot intervals from 1,100 feet west of Brodie Lane to 700 feet east of FM 2304.
5. Coordinate with the Owner for securing right-of-entry as needed (short of litigation) for the project.
6. Tie to existing underground and overhead utilities (location, elevation, size, and direction).
7. ROW staking for additional field topography related to design work.
8. Determine and make changes to topography from outdated maps.
9. Determine type of existing pavements by observation.
10. Locate and identify all existing signing within the existing ROW.
11. Provide horizontal and vertical locations of geotechnical borings.
12. Obtain profiles of existing drainage facilities.
13. Obtain measurement of hydraulic opening under existing bridges at Bear Creek.
14. Obtain top and flow line elevations, type, and size of manholes, inlets, and valves of utilities.
15. Provide temporary signs, traffic control, flags, and safety equipment and obtain required permits.
16. Obtain ties to existing bridges or culverts. Obtain ties to the edges of slab, column, lowest elevations of the outside beams, and bent locations.

17. Provide a digital terrain model (DTM) and planimetric mapping (DGN) for the project. LiDAR to be provided initially for preliminary engineering, schematic development and preliminary ROW determination.
18. Perform datum ties as required (i.e. FEMA, Soil Conservation Service, etc.). Establish an elevation base on the State's datum to other public entities published benchmarks.
19. The Engineer's Surveyor shall provide *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet*, signed, sealed, and dated by the surveyor for insertion into the plan set. The Engineer's designated Texas Professional Engineer shall sign, seal, and date the note stating, "*The survey control information has been accepted and incorporated into this PS&E*".
20. The Engineer's Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. In the event field personnel must divert traffic or close travel lanes, a traffic control plan shall be prepared by the Engineer's Surveyor and approved by TxDOT prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times.
21. All standards, procedures, and equipment used by the Engineer's Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors. At a minimum, the following standards of accuracy shall be met:

HORIZONTAL GROUND CONTROL

The coordinate location of the traverse points shall be based on traverses conducted by the Engineer's Surveyor meeting standards of accuracy as set forth below. Reference shall be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.

- a. Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- b. Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- c. In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Engineer's Surveyor has assured itself that gross errors, mistakes, and blunders have been eliminated. The Engineer's Surveyor shall submit the traverse data to TxDOT for further review. TxDOT will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Engineer's Surveyor accordingly.

VERTICAL GROUND CONTROL

Elevations established on the benchmarks shall be conducted by the Engineer's Surveyor meeting standards of accuracy as set forth below. Reference shall be made to standards of accuracy for third order vertical control traverses as described in the latest edition of the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.

- a. Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.

- b. In case where a traverse approaches but does not entirely meet these standards of accuracy and the Engineer's Surveyor has assured itself that gross errors, mistakes, and blunders have been eliminated, the Engineer's Surveyor shall submit the traverse data to TxDOT for review. TxDOT will make a determination as to the acceptability of the traverse as an exception to the standard, and TxDOT will notify the Engineer's Surveyor accordingly.
22. When the Engineer's Surveyor encounters unforeseen circumstances that materially affect the scope, complexity, or character of the work, the Engineer's Surveyor shall notify the Owner in writing immediately with a complete description of the circumstances encountered.
 23. The following definitions shall apply:
 - A. DGN – Two-dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y or North (N) and East (E) axes. A planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.
 - B. DTM – Three-dimensional digital model of the ground containing those features that define surface relief. A three dimensional model does not normally contain planimetric features that do not define relief.

Horizontal and vertical ground control – Survey control points for which the X and Y or N and E coordinate and/or elevation have been determined by the ground surveys.

Signing, Marking and Signalization (Function Code 162)

Traffic Study

The Engineer to provide 24-hour tube counts to determine existing ADT and calculate future ADT and turning Movement Counts to determine optimal lane at locations including:

- A. FM 1626 at Brodie Lane
- B. FM 1626 at FM 2304

The Engineer shall prepare a traffic study to include traffic modeling, traffic counts, and documentation for justification of the number of lanes and intersection improvements along the limits of the FM 1626 corridor being studied.

Drainage Design (Function Code 161)

Hydrology Overview

Approximately 40% of the he proposed FM 1626 expansion lies within the Little Bear Creek and Bear Creek floodplain and flood hazard zone. The proposed improvements will increase the amount of impervious cover in the contributing watershed. In addition, the existing bridge crossing of Bear Creek will be expanded in width.

This scope of work outlines a technical approach to demonstrate that this project will not have an adverse impact on the local drainage or the regulatory floodplain.

The project approach will include the following tasks:

- A. Task 1: Data Collection and Project Planning

- B. Task 2: Field Data Collection
- C. Task 3: Hydrologic and Hydraulic Model Development
- D. Task 4: Drainage Report Preparation

Task 1: Data Collection and Project Planning

In this task, the Engineer will develop a project plan to provide the requested services. This task will include the following subtasks:

- A. Available Data Collection and Review
- B. Development of Technical Approach
- C. Development of Proposed Schedule

The first subtask will consist of collection and review of all available data for the proposed project site including all spatial files (2009 aerial imagery, 2006 Capital Area Council of Governments [CAPCOG] Light Detection and Ranging [LiDAR] data, the 2008 effective FEMA regulatory floodplain data, Edwards Aquifer zones), all drainage studies related to the project area, and all hydrologic and hydraulic models for Little Bear Creek and Bear Creek (effective models, all models related to more recent drainage studies/reports, and 2010 RAMPP remap models).

Following the review of all available data related to the project area, the Engineer will have discussions with Owner officials and stakeholders to develop a preferred approach for achieving project objectives. At the conclusion of these discussions the Engineer will further develop the technical approach for the project. During this time the Engineer will specify source data that will be used, modeling methods to be used, additional data requirements, and any major design assumptions impacting the scope of the project.

A project schedule will be developed based on the selected approach and input from the Owner related to desired project deadlines.

Task 2: Field Data Collection

The extent of field data collection required will be largely based on the amount of current data available and the proposed technical approach. At a minimum, structure invert elevations and dimensions, top of road elevations, and a number of creek cross sections will be required for portions of Little Bear Creek and Bear Creek.

Task 3: Hydrologic and Hydraulic Model Development

There are two prime sets of flood control criteria that have to be met by the project: TxDOT Hydraulic Design Manual (HDM) requirements, FEMA floodplain requirements and the Texas Commission on Water Quality (TCEQ). Design of detention and water quality shall also be in accordance with the HDM. The design approach in this project shall maintain a “zero rise” (no increase) in the headwater for any hydraulic structure proposed in this project. The City of Austin Drainage Criteria Manual and the City of Austin Watershed Protection Department criteria and ordinances, are not applicable to this project.

A. Developing Hydrologic and Hydraulic Models.

For Bear Creek, the current (2008) preliminary HEC-HMS model will be used as the effective (existing conditions) model and will be revised to reflect the proposed increases in watershed percent impervious cover associated with the proposed project.

Given the information known at this time, it is expected that this task will consist of developing duplicate effective, corrected effective, and proposed hydraulic models. “Proposed” is defined as existing conditions with only revisions resulting from the proposed design incorporated.

The task will include:

1. Addition of the existing Bear Creek bridge to the Bear Creek hydraulic model

2. For the Bear Creek model, updating of the cross-sections within the modeled reach to match updated topography;
3. Addition of proposed new bridge and channel cross-sections consistent with alternative designs.
4. The Engineer shall design for “zero rise” (no increase) in the headwater elevations of proposed hydraulic structures
5. The Engineer shall determine if channel improvements and detention are required to accommodate the roadway improvements (more than one third of the project length crosses or is parallel to the Little Bear and Bear Creek floodplains), and if additional Right of Way (ROW) is needed to accommodate detention and water quality facilities.
6. The Engineer will coordinate with TxDOT if the construction of water quality facilities are needed and if additional ROW is needed.
7. At outfall locations, the engineer shall determine if velocity dissipators will be required.
8. The engineer shall determine if any drainage easements will be needed.
9. The Engineer will perform an initial analysis of potential bridge scour.

Task 4: Drainage Report Preparation

This task will consist of the preparation of a document summarizing the methodologies used for drainage analysis and their results. In addition, the report will provide recommended detention, water quality ponds and any other improvements required to prevent the proposed roadway design from having adverse impacts upstream or downstream from the project site.

The following exclusions are stated below to emphasize work that has been assumed to be outside the scope of work for this project:

1. Adhering to the policies and procedures stated in the City of Austin Drainage Criteria Manual and Environmental Criteria Manual as adopted by the Owner.
2. Adhering to the criteria and ordinances of the City of Austin Watershed Protection Department, including provisions for detention facilities or water quality controls.
3. Developing an “ultimate conditions” hydrologic or hydraulic model that incorporates the impact of future development outside the project site

PLANS, SPECIFICATIONS & ESTIMATES

This portion of the project includes providing engineering services for the preparation of plans, specifications, and estimates (PS&E) for the portion of above limits on FM 1626 from 1,100 feet west of Brodie Lane to FM 2304.

Environmental Studies and Public Involvement (Function Code 120)

- A. **Environmental Permits Issues and Commitments (EPIC) Sheets** - The Engineer shall complete the latest version of the EPIC sheets, based on data obtained from the environmental and hydrologic/hydraulic studies. These sheets shall be signed, sealed, and dated by the Engineer. The final sheets shall be submitted to TxDOT for signature. The Engineer shall include 11”x17” copies of the environmental permits to be inserted in the final plans. The Engineer shall prepare cut and fill exhibits for any delineated wetland and Waters of the U.S. as directed by the TxDOT.

Roadway Design (Function Code 160)

- A. Typical Sections** - Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section shall also include PGL, centerline, side slopes, sodding/seeding limits, sidewalks, station limits, common proposed/existing structures including retaining walls, existing pavement removal, riprap, and limits of embankment and excavation.
- B. Roadway Design** - The Engineer shall provide the design of FM 1626 as described in the project limits and as shown on the schematic. The design shall be consistent with the approved and the current TxDOT *Roadway Design Manual*. The Engineer shall provide roadway plan and profile drawings using CADD standards as required by TxDOT. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the topographic file updated by the Engineer. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown.
- C. Cross Streets** - The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement, and drainage details. The Engineer shall provide a transition to the existing roadway. The following intersections are to be included:
1. Brodie Lane
 2. Rancho Alto Road
 3. FM 2304
 4. Lauden Lane
- D. Cut and Fill Quantities.** The Engineer shall develop an earthwork analysis to determine cut and fill quantities. The Engineer shall provide final design cross-sections (station interval: 100 feet). Cross-sections shall be delivered in standard GeoPak format on 11"x17" sheets and electronic files. Cross sections and quantities shall consider existing pavement removals.
- E. Plan Preparation** - The Engineer shall prepare roadway plans, profiles, and typical sections for the proposed improvements. The State will approve the profiles and cross-sections before continuing with the subsequent submittals. The roadway plans shall consist of the types and be organized in the sequence described in Stand Alone Manual Notice 00-1 "*Organization of Plan Sheets.*"
- F. Wetlands Information** - From information provided by the environmental documents, the delineation data for all wetlands shall be shown on the roadway plan-and-profile sheets and the acreage calculated for the delineated areas.
- G. Pavement Design** - The Engineer shall incorporate the pavement design as recommended by the geotechnical report and approved by TxDOT.

- H. Pedestrian and Bicycle Facilities** - The Engineer shall coordinate with the PMC to incorporate pedestrian and bicycle facilities as required. All pedestrian and bicycle facilities must be designed in accordance with the latest *Americans with Disabilities Act Accessibility Guidelines (ADAAG)*, the *Texas Accessibility Standards (TAS)*, and the *AASHTO Guide for the Development of Bicycle Facilities*.

Drainage Design (Function Code 161)

Roadway Hydraulics Overview

The proposed FM 1626 typical section will increase the existing roadway width from a 2-lane rural roadway to a 4-lane divided major arterial. Proposed runoff and conveyance will be handled by a combination of storm drain systems, bridge class structures, open channel parallel flow in roadside ditches and driveway pipe. Drainage outfall locations are assumed at both Little Bear Creek and Bear Creek. The proposed widen roadway surfacing will increase the amount of impervious cover, therefore, outfall locations for a storm drain system and ditches are critical for determination of right-of-way requirements. Water quality, controlling excessive exit outfall velocities my measures

This scope consists of the roadway hydrologic and hydraulic design for culverts, storm drain systems, and open channel parallel ditches based on the Texas Department of Transportation (TxDOT) Hydraulic and Road Design Manuals only. The technical design approach for this project shall be in compliance with the TxDOT Hydraulic Design Manual and in accordance with the scope of work in this contract for “Environmental Documents and Schematic Design”.

Task 1: Drainage Data Collection and Project Plan (Storm Sewer)

In this task, the Engineer will collect record drawing construction plans, drainage reports, and drainage area maps from adjacent development sites (if applicable). This data and in combination with the overall watershed boundaries provided in the H&H modeling will allow the development of a drainage system plan. This task will include the following subtasks:

- A. Site Visit to identify the condition of existing structures, flow patterns, and erosion control
- B. Development of the Storm Sewer details shall be coordination with the geometric roadway designer and the approved schematic.

Task 2: Hydrologic and Hydraulic Design

This task consists of determining and calculating the hydrology and hydraulics associated with the storm sewer system based on the H&H Report and in coordination with the detailed roadway geometric design. The hydrology method will be based on the TxDOT Hydraulic Design Manual for the appropriate recurrence interval and roadway classification. The following subtasks will be based on the 30% roadway design elements provided by the prime and are as follows:

- A. Delineate the overall exterior drainage areas in MicroStation V8 based on the H&H overall modeled watershed boundaries.
- B. Delineate the interior drainage areas in MicroStation V8 based on the H&H overall modeled watershed boundaries and final pavement limits and curb locations.
- C. For the interior drainage areas, develop time of concentrations, rainfall intensities, peak flow rates, and runoff coefficients based on land-use values for subareas and Rational Method. Design and analysis for

storm sewers will be performed with Bentley's GeoPak Drainage software. Recurrence intervals will be chosen from the TxDOT Hydraulic Design Manual.

- D. Design, size and analyze new or extended cross-road drainage structures. Existing and Proposed Cross-road culverts will be analyzed with HEC-HMS, HEC-RAS, HY-8, or CulvertMaster, only.
- E. Parallel ditch design and storm drain designs will be performed with GeoPak Drainage software for the appropriate recurrence interval and roadway classification.
- F. Establish inlet locations, layout storm drain trunk line horizontal and vertical alignments, size storm drain based on peak design discharges and hydraulic grade line (HGL).
- G. Identify potential utility conflicts with proposed drainage conveyance systems
- H. Use bottom of roadway base material as allowable headwater (AHW) for parallel ditches. Limit HGL to 6" below throat of curb inlet or other agreed upon height when designing for storm drain system.
- I. Perform shear stress check along parallel ditch bottoms and determine if ditch protection is warranted.
- J. Design and provide proposed ditch profiles in the form of GeoPak input files for the incorporation into proposed cross-sections.
- K. Design and provide proposed storm drain profiles in the form of GeoPak Drainage File for the incorporation into proposed cross-sections.
- L. Analyze proposed ditch capacities found in the proposed cross-sections.
- M. Hydraulic modifications to existing drainage features such as berms, detention, retention, or levees are not included within this scope
- N. Coordinate with roadway designers on a weekly basis
- O. Maintain drainage design calculations notebook

Task 3: Drainage Details for Plans, Specifications, and Estimates (PS&E)

This task will be based on the 60% roadway design elements provided by the prime and assume no major changes to the roadway design will take place following the 60% stage. The task includes the following subtasks:

General:

- A. Provide overall exterior drainage (cross drainage) area maps at a "Readable" horizontal scale and will show drainage flow pattern, drainage area ID's, size.
- B. Provide interior (storm sewer) drainage area maps at 100 scale.

- C. Cross Drainage (small culverts and bridge class): hydrologic and hydraulic documentation shall include both existing and proposed conditions; illustrating “zero rise” headwater compliance. For FEMA related documentation, the Engineer shall include general notes that state the hydrologic & Hydraulic methods used, the name and date of any FIS or other flood study used, and state any assumptions that were made during the design process. Sheets shall also include the Time of Concentration, CN numbers (as applicable), design discharge values, drainage area size, HECRAS output tables, channel cross section locations.
- D. Storm Sewers shall be in Plan and Profile sheet format.
- E. Culvert Layouts shall be in Plan and Profile format. Existing and proposed conditions headwater elevations shall be shown in the Profile (elevation view) to demonstrate “zero rise” compliance.
- F. Detail sheets shall be provided in the plans for significant parallel ditch grading; especially within the floodhazard & floodplain areas.
- G. Drainage plan & profile sheets (P&P) to include all proposed drainage structures or ditches at 100 scale.
- H. Drainage plan section of the P&P sheet will include proposed drainage features such as trunk line, laterals, manholes, drop inlets, curb inlets, ROW, drainage easements and proposed ditches. Horizontal locations will be based on stationing, offsets, or individual alignments. Structure ID numbers, naming conventions, and other pertinent will also be provided information.
- I. Profile section of the P&P sheet will provide trunk line profiles, laterals, manholes, and proposed ditch profiles and pertinent existing ground profiles. Slopes, lengths, and flow lines at bottom of RCP or ditch bottoms shall be provided. Existing utilities that intersect the storm sewer or proposed ditches shall be depicted in profile section, contingent on having data.
- J. Storm drain lateral profiles and details shall be shown on separate sheets at 100 scale.
- K. Provide TxDOT bid items, estimated roadway drainage costs, and specifications for use in official client submittals and bidding package.

Storm Water Pollution Prevention Plans (SWP3) - The Engineer shall develop SWP3, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SWP3 shall include text describing the plan, quantities, type, phase and locations of erosion control devices, and any required permanent erosion control measures and in coordination with the water quality design. Compliance with TCEQ regulations will be required.

Signing, Marking and Signalization (Function Code 162)

Signing & Pavement Markings Layouts

The Engineer will prepare permanent signing and pavement marking layouts for the final roadway design. The layouts will show all existing signs to be removed and/or relocated, permanent signs to be placed, permanent pavement markings including type, color, width, and quantity.

The Engineer will prepare permanent intersection signing and pavement marking layouts at Brodie Lane and Manchaca Road to provide additional details for sidewalk crossings, signage, limits of striping, and clarity.

- A. Signing** - The Engineer shall prepare drawings, specifications, and details for all signs.
1. Sign detail sheets shall be prepared for signs showing dimensions, lettering, shields, borders and corner radii using SignCad software.
 2. The Engineer shall provide a summary of small signs.
 3. The proposed signs shall be illustrated and numbered on plan sheets.
 4. Sign foundation shall be selected from State Standards.
- B. Pavement Markings** - The Engineer shall detail permanent pavement markings and channelization devices on plan sheets.
1. Pavement markings shall be selected from the latest State standards.
 2. TY I and II permanent markings will be utilized on the asphalt pavement sections, and TY I only on concrete pavement sections (i.e. bridges or direct traffic culverts)

TxDOT Pavement Marking Standards will be utilized.

Traffic Signals - Based upon the results of the traffic warrant studies, the Engineer shall identify and prepare traffic signal plans for all warranted traffic signals. We estimate that there will be two (2) locations. Additional warranted signals more than two (2) shall be considered additional services. The Engineer shall confirm the power source for all signals and coordinate with the appropriate utility agency. The Engineer shall develop all quantities, general notes, and specifications and incorporate appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting shall be designed per the TxDOT traffic signal guidelines, recommendations, and standards.

- A. Two existing intersections are currently signalized. Each of the two signals will need to be redesigned or modified to accommodate the widening.
- B. Plan Sheets - The Engineer shall develop the revised traffic signal layouts for existing signals along FM 1626 at the intersections of Brodie Lane and FM 2304. The layouts shall include existing traffic control that will remain (signs and markings), existing utilities, proposed roadway improvements, proposed installation, proposed additional traffic controls, and if required, proposed illumination.
- C. Elevation Sheets - The Engineer shall develop an elevation sheet showing the vertical clearance required for the signal plans.
- D. Electrical Schedule - The Engineer shall provide or modify the electrical schedule for conduit and conductors.
- E. Signal Standards/Detail Sheets - The Engineer shall use TxDOT standard sheets and Owner detail sheets for construction details including poles, detectors, pull box and conduit layout, and controller foundation standard sheet.
- F. The Engineer shall coordinate with TxDOT and submit Form 1082 (Utility Installation Request).

Temporary Traffic Signals

The Engineer shall prepare temporary signal designs at the following locations to accommodate the roadway widening construction.

- A. FM 1626 at Brodie Lane
- B. FM 1626 at FM 2304

The Engineer shall:

- A. Contact local utility company and confirm power source
- B. Prepare governing specifications and special provisions list
- C. Prepare project estimate

Miscellaneous (Function Code 163)

A. Retaining Walls - All permanent retaining walls shall generally be mechanically stabilized earth retaining walls. The Engineer shall provide layouts (scale 1"=100'), elevations, quantity estimate, summary of quantities, typical cross-sections, and structural details of all retaining walls within the project. It is assumed that the project will require 4 retaining walls located at the Bear Creek Bridge.

- a. Provide layouts and details for retaining walls including mechanically stabilized earth walls, cantilever drilled shaft walls, tie-back walls, soil nail walls, or hybrid walls, as applicable. Retaining wall layouts should include plan and elevation views containing the following information, as applicable:
 - 1. Designation of reference line
 - 2. Beginning and ending retaining wall stations
 - 3. Offset of retaining wall from reference line
 - 4. Horizontal curve data
 - 5. Total wall length
 - 6. Indication of face of wall
 - 7. Wall dimensions, alignment relations, and alignment data
 - 8. Top and bottom of wall profiles including soil core hole locations plotted at correct stations and elevations and at the same scale as the wall profile
 - 9. Ground water observations and observation date
 - 10. Details for uncontaminated subsurface drainage
 - 11. Top of wall locations at each joint or interval
 - 12. Existing and finished ground line elevations
 - 13. Top and bottom of wall profiles
 - 14. Limits of measurement for payment
- b. Provide the details for mechanically stabilized earth (MSE) walls, if present. Include the following information, as applicable:
 - 1. Geometry data including wall design height, elevations, and area.
 - 2. Wall design criteria including global stability and details.

3. Design of pre-cast or cast-in-place wall panel for the permanent fascia
 4. Coping design and details
 5. Construction details and notes
 6. Wall aesthetics. Coordinate wall aesthetics with TxDOT.
- c. Determine retaining wall quantities and estimates, if applicable, and prepare a quantities summary sheet.
 - d. Provide typical retaining wall cross-sections for all retaining walls.
 - e. Submit preliminary retaining wall layouts no later than six months prior to the PS&E submission deadline in cases where total estimated retaining wall quantities exceed 30,000 sq ft.

A. Traffic Control Plan, Detours, and Sequence of Construction - The Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. The Engineer is to implement the current Barricade and Construction (BC) standards. The Engineer shall use Austin District standards. All standards and manuals will be considered current as of the Notice to Proceed issued by the Owner.

1. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (e.g., regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, and temporary traffic signals) to be used to handle traffic during each construction sequence.
2. The Engineer will prepare typical sections for each phase of construction, showing appropriate pavement markings, barrels, barriers, lane widths, shoulders, temporary pavement and pavement section (as applicable).
3. The Engineer will prepare advance warning signage layout sheets. Sheets will be developed with TxDOT BC Standards, TxMUTCD with consideration for the current and future field conditions.
4. The Engineer will prepare Layout Sheets for two (2) phases of construction.
 - a. The Engineer shall show temporary roadways, structures, and detours required to maintain lane continuity throughout the construction phasing. Where detours are required, the Engineer shall develop typical cross-sections, calculate quantities, and show horizontal and vertical alignment information.
 - b. Plan sheets shall include temporary pavement markings required for each phase of construction, including removal (as necessary).

- c. Plan sheets will include all temporary signage required to maintain existing signage information, detours, lane shifts, access signs for businesses, churches, and side streets and other standard construction signage.
5. The Engineer will develop TCP for Brodie and Manchaca intersections to include three (3) or four (4) phases of construction dependent on final configuration of the project design.
 - a. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (e.g., stop signs, flag person, and signals). Temporary traffic signals will be developed as necessary by the Traffic Signal Designer.
 - b. The Engineer shall show temporary roadways, structures, and detours required to maintain lane continuity throughout the construction phasing. Where detours are required, the Engineer shall develop typical cross-sections, calculate quantities, and show horizontal and vertical alignment information.
 - c. Plan sheets shall include temporary pavement markings required for each phase of construction, including removal (as necessary).
 - d. Plan sheets will include all temporary signage required to maintain existing signage information, detours, lane shifts, access signs for businesses, churches, and side streets and other standard construction signage.
 6. The Engineer shall coordinate with Austin District in scheduling a traffic control workshop and submittal of the TCP for Traffic Control Approval Team (TCAT) approval.
 7. Continuous, safe access to all properties during all phases of construction is mandatory.
 8. Temporary drainage shall be considered to replace existing drainage disturbed by construction activities.
 9. The Engineer shall show the delineation data for all wetlands on the traffic control plan sheets.
 10. Calculate traffic control quantities and develop relevant summary sheets.
- B. Illumination** - The Engineer shall provide details for safety lighting at all intersections. The Engineer shall prepare exhibits as required to obtain agreements with adjacent municipalities. The Engineer shall tabulate all quantities and provide summary sheets. Illumination details shall be designed per TxDOT lighting guidelines, recommendations, and standards.
- C. Estimate** - The Engineer shall independently develop and report quantities in standard State bid format at the 30%, 60% and final milestone submittals.

- D. Specifications** - The Engineer shall develop the list of standard specifications with the appropriate reference items from the estimate. The Engineer shall also identify the need for any special specifications, and special provisions. The Engineer shall prepare General Notes from the Austin District master list of general notes and incorporate any requirements from the Owner as required by the Pass-Through Toll Agreement.
- E. Construction Time Determination** - The Engineer shall prepare a construction contract time determination using the latest version of Primavera software in accordance with the State's *Administrative Circular No. 17-93*. The schedule shall indicate tasks, subtasks, critical dates, and milestones and depict the interdependence of the various items.
- F. Miscellaneous Plans** - The Engineer shall prepare the title sheet and the index of sheets for the 30% and final milestone submittals.

Bridge Design (Function Code 170)

All bridge structures shall be designed for **HL 93 loading**.

- A. Bridge Layout** - Prepare bridge layout plans and elevations for all bridge types listed below in accordance with the latest edition of the State's *LRFD Bridge Design Manual*, *Bridge Project Development Manual* and *Bridge Detailing Manual*. Submit the bridge layouts to the TxDOT for approval. The Engineer shall develop bridge and foundation layouts from the schematic and submit a 100% complete preliminary layout to TxDOT Austin Bridge Division for approval. These drawings would include the structures at the following locations:
1. FM 1626 over Bear Creek (new bridge)
- B. Geometric Data** - The Engineer will provide a complete geometric analysis at all bridges (electronic and hard copy deliverables), including any updates to accommodate geometric changes. The analysis shall include:
- C. Staged Construction** - The Engineer shall review proposed structures and evaluate the need for phased construction for all proposed structures in the project limits and advise the Owner and TxDOT. The Engineer shall also review the existing structures and perform analysis to determine the structural integrity of any part of the structure that would remain open to traffic. This includes any phasing of the existing bridge. The following is a list of structures to be considered:
1. FM 1626 over Bear Creek (new bridge)
- D. Bridge Design Calculations and Details** - Once the bridge layouts have been approved by TxDOT, the Engineer shall make final design calculations and final detail drawings, per structure, in accordance with standard requirements of the State. All bridge design shall be in conformance with the latest edition of the State's *Bridge Design Manual*, *Bridge Project Development Manual*, *Bridge Detailing Manual*, and *AASHTO Standard Specifications for Highway Bridges*. The Engineer's designer and checker shall check all calculations and initial each page. The Engineer shall submit for review all structural design calculations and quantity calculations at the 90% submittal.

E. Bridge Classification Culvert – The Engineer shall prepare culverts, layouts, typical sections, structural details (with appropriate scale) and estimated quantities for one bridge classification culvert extension or replacement. The Engineer shall develop bridge and foundation layouts from the schematic and submit a 100% complete preliminary layout to TxDOT Austin Bridge Division for approval. The following is a list of structures to be considered:

1. FM 1626 over Little Bear Creek

A. Conduct preliminary studies as necessary prior to producing the bridge layout. Preliminary studies may include the following, as applicable:

1. Locate utilities. Determine the locations of utilities that may affect placement of bridge substructure elements.
2. Determine extents of right of way
3. Review existing documentation and information for rehabilitation, widening, or replacement of existing structures. Available information may include:
 - a. Original plans and/or shop drawings
 - b. Existing specifications
 - c. Documentation of previous repairs
 - d. BRINSAP report
 - e. Inspection reports/condition surveys. Conduct additional inspections as required to fully determine extent of repairs, structural adequacy, and existing condition of structure. Coordinate with the TxDOT project manager to arrange any necessary inspections.
 - f. Load rating reports
 - g. Soil borings and pile driving record

B. Prepare bridge layout plans and elevations for each bridge in accordance with the most recent edition of the State's *Bridge Design Manual*, *Bridge Project Development Manual*, and *Bridge Detailing Manual*. Submit preliminary layouts to the State for approval prior to beginning structural detail design.

C. Show the following information on each bridge layout plan view, as applicable:

Horizontal curve information

1. Horizontal, vertical, and template information for all roadways or railroads crossed
2. Bearing of centerline or reference line
3. Skew angle(s)

4. Slope for header banks and approach fills
5. Control stations and deck elevations at beginning and ending of bridge and at all intersections
6. Approach pavement and crown width
7. Width of bridge roadway, curbs, face of rail, shoulders, and sidewalks
8. Bridge end treatments including cement stabilized backfill details
9. Limits and type of riprap
10. Proposed features beneath structure
11. Location of profile grade line
12. North arrow
13. Typical bridge roadway section including preliminary proposed beam types and spacing
14. Cross-slope and superelevation data
15. Locations and calculated values of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
16. Location of soil core holes, including station and offset
17. Bent stations and bearings
18. Retaining wall locations
19. Traffic flow directional arrows
20. Railing type(s)
21. Joint type and seal size, if used
22. Beam line numbers consistent with span details
23. Critical horizontal clearances, including distances to railroad tracks, nearby structures, and utilities
24. Bearings of utilities
25. Overhead sign bridge locations.

D. Show the following information on each bridge layout elevation view, as applicable:

1. Foundation type
2. Finished grade elevations at beginning and end of bridge
3. Overall length of structure

4. Lengths and types of spans and units
 5. Railing type(s)
 6. Locations of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
 7. Existing and proposed ground lines
 8. Grid elevations and stations
 9. Bent numbers
 10. Bridge stationing compatible with grid stations
 11. Standard title
 12. Profile grade data
 13. Type of riprap
 14. Soil core hole information with penetrometer test data shown at the correct stations, elevations, and scale
 15. Dowel locations at all bents
 16. Column "H" heights
 17. Number, size, and length of foundations
 18. Overhead sign bridge locations
 19. Design and 100-yr peak discharges
 20. Design and 100-yr high water
 21. Natural and through-bridge velocities for design and 100-yr floods
 22. Calculated backwater for design and 100-yr floods and direction of flow at waterway crossings
 23. Contours at waterway crossings
- E. Provide calculated bearing seat elevations for each beam or girder, if applicable. Provide top of cap elevations for non-beam type structures, if applicable.
- F. Prepare structural design and details in accordance with the most recent edition of the State's *Bridge Design Manual* and *Bridge Detailing Manual*.
- G. Prepare any project-specific modified standards necessary for inclusion in the PS&E package. Sign, seal, and date all project-specific modified standards.

- H. Prepare any special provisions and special specifications necessary for inclusion in the PS&E package. Whenever possible, use the State's standard drawings, standard specifications, or previously approved special provisions and/or special specifications. Submit any specifications developed by the Engineer to the State for approval prior to inclusion in the PS&E package.
- I. Prepare total bridge quantities, cost estimates, and summary sheets for each bridge and bridge class culvert.

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)

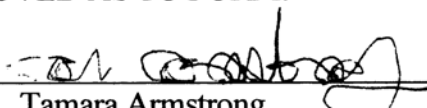
(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(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.

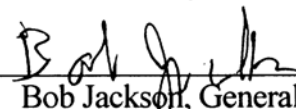
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by Travis County of any immunities from suit or liability that the County may have by operation of law, and Travis County hereby retains all of its affirmative defenses.

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

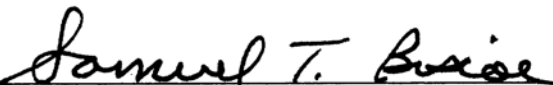
Date: 5/23/07

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
PURCHASING
OFFICE