

Item 18



Travis County Commissioners Court Agenda Request

Meeting Date: July 30, 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:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING REQUESTS:

A. APPROVE ORDER EXEMPTING CONTRACT FROM THE COMPETITIVE PROCUREMENT PROCESS PURSUANT TO SECTION 262.024 (A) (4) OF THE COUNTY PURCHASING ACT.

B. APPROVE CONTRACT WITH CP&Y, INC., FOR DESIGN SERVICES FOR WELLS BRANCH PARKWAY EXTENSION, SECTION 1.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- TNR is requesting, a.) the design services for Wells Branch Parkway Extension, Section 1 be exempted from the competitive procurement process, and b.) the award of a contract to CP&Y, Inc. for such design services.
- The Wells Branch Parkway Extension, Section 1 project is a multi-phase roadway and drainage improvement project for the widening and extending of Wells Branch Parkway from Immanuel Road to 0.6 miles east of Immanuel Road (at Killingsworth Road West). While the two (2) outside lanes on the north side of this roadway were constructed by Travis County in 2005, two (2) outside lanes on the south side of this roadway now need to be designed for construction. Upon completion of these new two (2) lanes, which will serve east bound traffic, the existing two (2) north lanes will be reprogrammed to serve two (2) lanes of west bound traffic.

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

- CP&Y, Inc., is currently under contract (awarded January 18, 2011 in the amount of \$423,357.35), as a result of their firm having been determined as the top firm to RFQ #Q100168-JW, to develop a set of engineering plans and construction documents for Wells Branch Parkway's entire ultimate six (6) lanes between 0.6 miles east of Immanuel Road (at Killingsworth Lane west) to one (1) mile west of Cameron Road (at Killingsworth Lane east). In order for the two (2) sections to be constructed under a single contract, these documents need to have added to them the engineering plans and construction documents for Section 1.
- By having CP&Y, Inc. design Section 1, project cost and time are able to be minimized than if Section 1 were to be designed by another firm who is not familiar with this project or who happens to not already be preparing documents of similar nature and scope for an adjacent section of Wells Branch Parkway.
- Therefore, it is TNR's recommendation, with Purchasing's concurrence, that this contract to be exempted and awarded to CP&Y, Inc., in the amount of \$188,203.83.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
 - Award Amount: \$188,203.83
 - Contract Type: A/E
 - Contract Period: Through project completion

- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:

- **Solicitation-Related Information: N/A**

Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:

- **Special Contract Considerations:**

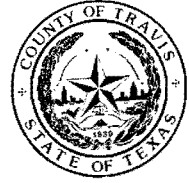
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- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: 300000320
- Cost Center/Fund Center(s): 1490200001
- Comments:

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TRANSPORTATION AND NATURAL RESOURCES

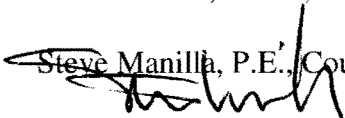
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

MEMORANDUM

DATE: March 25, 2013

TO: Marvin Brice, CPPB, Assistant Purchasing Agent

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

SUBJECT: Professional Services Agreement award recommendation
Wells Branch Parkway Extension, Sect 1
CP&Y Inc.

Requested Action:

- A. Approve an Exemption Order for Consultant Services
- B. Approve a Professional Services Agreement (PSA) with CP&Y Inc. for design services related to the Wells Branch Parkway Extension Section 1 project in Precinct 2.

Supporting information to help you process this request is provided below. If you need any additional information, please contact Chiddi N'Jie at 854-7585.

Summary and Staff Recommendation:

The Wells Branch Parkway project section 1 is a multi-phase roadway and drainage improvement project intended for widening and extending Wells Branch Parkway from Immanuel Road to 0.6 mile east of Immanuel Road (at Killingsworth Road West) in Precinct 2 (see Exhibit "A").

The two outside lanes on the north side of the roadway was constructed by the County under a separate funding in 2005. That section is functioning as the east and west bound traffic lanes. What is under consideration here is the construction of the two outside south lanes. At the completion of these two lanes, the two north lanes will be reprogramed to serve two west bound traffic lanes, and these new south lanes will serve two east bound traffic lanes.

CP&Y, Inc currently have a Professional Service Agreement (PSA) contract with the County to develop a set of engineering plans and construction documents for the entire ultimate 6 lanes between 0.6 miles east of Immanuel Road (at Killingsworth Lane west) to 1 mile west of Cameron Road (at Killingsworth Lane east) to be used to produce construction plans for future phases, plus a set of construction plans within the same limits for the 2 outside lanes on the north. Under a separate memo, TNR is requesting the approval of an additional services authorization request to allow CP&Y, Inc. to modify the construction document for the two north outside lanes and to prepare the construction documents for the two outside south lanes so that the two phases

can be constructed now under a single construction contract for the four lanes with sidewalk and bicycle lane on each side of the street. This is projected to generate a reduction in potential safety hazards during construction, lower the total construction cost, total duration, and associated inconveniences to users of the roadway network in the immediate area.

This request is to engage CP&Y, Inc to produce similar construction documents, using most of the data from an existing set of engineering plans developed by a different engineering firm that is no longer in business.

TNR is hereby requesting that Purchasing, if the requested exemption order is granted by the Court, facilitate the award of the contract to CP&Y. CP&Y will prepare only the parts of the document unique to this section of the road and add them to the documents they are preparing for the rest of the Wells Branch Parkway improvements project under a separate contract. TNR considers CP&Y, Inc to be the most qualified candidate for this scope of services because of several reasons, including the following:

- CP&Y have highly qualified staff and they were deemed the most qualified when solicitations was made for engineering services for the section just east of this section.
- CP&Y is currently developing plans for the section just east of this section.
- The existing plan data will need some modification before it can be used to produce the necessary construction plans for this section. CP&Y will be developing most of this data and the transfer of information and development of additional information will be more efficient, and will require little or no coordination of two separate plans if they are both done by the same firm. A different firm will either want to get paid to collect new data or to verify the existing data.
- The amount of work, if done by CP&Y will cost less than if done by a completely different consultant who will have to engage in completely new research efforts to acquire background information, etc.
- The time it will take to procure another consultant and for them to complete the construction document will be more than double what it will take CP&Y.

Staff have reviewed the additional scope of services and fees proposal (Exhibit "C") and concluded that the services proposed are complete as expected, and at an appreciably lower cost and at a shorter duration than how much it would be if done by another consultant who is not familiar with the project or not already preparing documents of similar nature and scope for an adjacent section of this same road. Any service not currently identified can be added if it is later identified as a need.

On the consideration of the above factors, TNR recommends approval of the Exemption Order, and the contract award to CP&Y to enable TNR to readily utilize the services of CP&Y, Inc. to produce the construction document for this portion of this section of Wells Branch Parkway.

Project Background

Wells Branch Pkwy is planned as an ultimate 6-lane divided roadway from Loop 1 to east of SH 130 (FM 973) on the CAMPO 2035 Regional Transportation Plan (illustrative plan). This goal is being achieved in phase as the need and funding becomes available. The current plan is to construct up to 4 lanes (up to the two outside lanes, each direction) from Mopac Expressway (Loop 1) to Cameron Road, and gradually add the remaining inside third lane, each direction, plus the median at a later date to complete the 6-lane divided arterial as planned. The proposed Cameron Road improvements from Gregg Lane to SH 130, is planned under a separate project.

The two outside lanes, each direction, from Loop 1 and Immanuel, and the two north lanes between Immanuel Road and Killingsworth Lane (west) have already been constructed.

The funding for constructing the 2 southern lanes in the same limits as above plus the 2 southern lanes between Immanuel Road and 0.6 miles east of Immanuel Road (at Killingsworth Lane west) was approved by the voters in the 2011 Bond Election.

Issues and Opportunities

Acquiring CP&Y to complete the construction documents will result in less chances for coordination errors, less design time, and lower design costs. In addition, combining all the phases described above into one letting may result into significantly better bid prices and an appreciable reduction in the construction time with less disruption to the emergency services providers, school bus services, motorists, bicyclists, and pedestrians in the area than if let separately. The combination of these plans into the other sets of plans being prepared by CP&Y will eliminate the need for a significant number of sheets generally produced at some additional cost for all our construction plans, resulting to additional savings.

Budgetary and Fiscal Impact:

Funding for this project will come from FRD 0300000320. The total amount for this professional services scope of work is \$188,203.83. The financial tracking information for this PSA contract request is provided below:

Fund: ----- 2004
Fund Center: ----- 1490200001
IO: -----600087
GL: -----521050
Grant: -----800160

All work for this modification will be delivered under a single Work Product, with phased deliverables.

Attachments:

- 1. Exhibit "A" - Project Location Map
- 2. Exhibit "B"- Scope of Services and Fee Proposal
- 3. Exhibit "C"- Proposed Roadway Section

Copy: Cyd V. Grimes, C.P.M., Purchasing Agent
Jason Walker, Construction Procurement Specialist, Purchasing
Hannah York, Auditor's Office
Cynthia McDonalds, TNR Financial
Donna Williams-Jones, TNR Financial
Tawana Gardner, TNR Financial
Steve Sun, P.E., TNR CIP
Chiddi N'Jie, P.E., TNR CIP
Central Files: 3100/Wells Branch/Design

ORDER EXEMPTING PURCHASE OF PROFESSIONAL ENGINEERING DESIGN SERVICES FROM COMPETITIVE BIDDING AND COMPETITIVE PROPOSAL REQUIREMENTS OF THE COUNTY PURCHASING ACT

WHEREAS, the Commissioners Court of Travis County has the authority to exempt the purchase of personal or professional services from the bidding requirements of the County Purchasing Act, TEX. LOC. GOVT. CODE ANN. Sec. 262.023, and

WHEREAS, the County desires to enter into a contract for professional engineering services for design services for Wells Branch Parkway Extension, Section 1 with CP&Y, Inc., a professional engineering design services firm, and

WHEREAS, engineering design services are professional services requiring special training, skills, and experience,

NOW, THEREFORE, the Commissioners Court of Travis County hereby orders that the purchase of engineering design services from CP&Y, Inc. for Wells Branch Parkway Extension, Section 1, is exempt from the requirements of the County Purchasing Act for competitive bidding or proposal pursuant to TEX. LOC. GOVT. CODE ANN., section 262.024 (a) (4), as these contracts are for professional services.

Signed and entered this ____ day of _____, 2013.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Bruce Todd
Commissioner, Precinct 2

Gerald Daughety
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

CP & Y, INC.

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

DESIGN SERVICES FOR WELLS BRANCH PARKWAY EXTENSION,
SECTION 1

RECEIVED
TRAVIS COUNTY
2013 JUL -9 PM 3:15
PURCHASING
OFFICE

PROFESSIONAL SERVICES AGREEMENT (PSA)

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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 CP & Y, Inc. ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of Wells Branch Parkway Extension, Section 1 (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

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 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 document, in accordance with industry standard practice. Information provided in record or as-built documents that is 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.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

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 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:

- 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 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

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.
- 6.2 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 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

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.

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.
- 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; UNRESOLVED DISPUTES. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved 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, relating to the unresolved dispute, 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. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

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. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.

- 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 will be at Consultant's sole risk and without liability or legal exposure to County.
- 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.

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.

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.

- 14.5 **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:

CP & Y, Inc.
10415 Morado Circle, Suite 200
Austin, TX 78759

- 14.6 **INSURANCE.** Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.
- 14.7 **FORFEITURE OF AGREEMENT.** Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of

all consideration, paid to Consultant pursuant to this Agreement if:

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

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

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

but does not include:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

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

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Facilities Management Department]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any

purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

- 14.9 **PAYMENTS.** 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.

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.

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

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

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

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

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall record and submit electronically payments made to all Subcontractors/subconsultants for work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to

resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

- 14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.
- 14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.
- 14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.
- 14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.
- 14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.
- 14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator.

County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

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

- 14.16 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.
- 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, 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.

14.22 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 \$25,000. Consultant certifies that at the time of submission of its proposal to perform the Project services, 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 proposal to perform the Project services and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 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.
- 14.29 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: James J. Roohms

Title: Chief Operating Officer

Authorized Representative

Date: 6/26/2013

phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY, TEXAS:

DRAFT

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO PROCUREMENT COMPLIANCE:

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

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of (\$179,797.10).

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:

Project Management & Coordination	<u>\$5,990.00</u>
Work Product 1 – 30% Design	<u>\$61,490.84</u>
Work Product 2 – 90% Design	<u>\$67,440.74</u>
Work Product 3 – 100% Design	<u>\$13,695.52</u>
Work Product 4 – Construction Phase (Including Bid Support)	<u>\$31,180.00</u>
TOTAL:	<u>\$179,797.10</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

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, of which the subcontract management fee is at invoice cost plus an eight percent (8%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: $\$1,694.00 \times 1.00 = \$1,694.00$

Sub-Contract Management Fee: $\$83,909.10 \times 8.00\% = \$6,712.73$

REIMBURSABLES TOTAL NOT TO EXCEED: $\$8,406.73$

SECTION 5 – TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of $\$179,797.10$, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of $\$8,406.73$ will not exceed $\$188,203.83$.

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.

EXHIBIT 2
HOURLY RATES

BASIC SERVICES

Schedule of Rates (Hourly):

<i>Project Manager</i>	\$175.00
<i>Senior Engineer</i>	\$145.00
<i>Project Engineer</i>	\$125.00
<i>EIT</i>	\$96.00
<i>Sr. CADD Tech</i>	\$104.00
<i>Admin/Clerical</i>	\$70.00

ADDITIONAL SERVICES

Schedule of Rates (Hourly):

<i>Project Manager</i>	\$175.00
<i>Senior Engineer</i>	\$145.00
<i>Project Engineer</i>	\$125.00
<i>EIT</i>	\$96.00
<i>Sr. CADD Tech</i>	\$104.00
<i>Admin/Clerical</i>	\$70.00

EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **140 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **140** 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.

ATTACHMENT 1 TO EXHIBIT 3**PERFORMANCE SCHEDULE**

Phase	Precedent	Duration
Work Product #1 – 30% Design	Notice-to-Proceed	45 calendar days
Work Product #2 – 90% Design	County acceptance of WP #1	60 calendar days
Work Product #3 – 100% Design	County acceptance of WP #2	35 calendar days
Work Product #4 – Construction Phase	County acceptance of WP #3	TBD

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
- c) provide, or contract with companies that can provide, underground utility locating services
- d) hand excavate to verify location of utilities
- e) represent TNR at Austin Area Utility Coordinating Committee meetings
- f) attend pre-construction and construction meetings
- g) 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**

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

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

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

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUTNY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 6/26/2013
Name of Affiant: James J. Roohms
Title of Affiant: Chief Operating Officer
Business Name of CONSULTANT: CP&Y, Inc.
County of CONSULTANT: Travis

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

10415 Morado Circle, Bldg. I, Ste 200, Austin, Texas 78759
Address

SUBSCRIBED AND SWORN TO before me by James J. Roohms on 6/26, 2013.

Julie Schoch
Notary Public, State of Texas

Julie Schoch

Typed or printed name of notary
My commission expires: 7/2/2015



EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS
June 26, 2013

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge ...	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velásquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
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 and Public Safety	Roger Jefferies	
Interim Chief Information Officer	Tanya Acevedo	
Interim Chief Information Officer	Rod Brown	
Interim Chief Information Officer	Walter LaGrone	
Director, Facilities Management.	Roger El Khoury, M.S., P.E.	
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.....	Christopher Gilmore	
Attorney, Land Use Division.....	Julie Joe	
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	
Health Services Division	Prema Gregerson	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
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... ..	C.W. 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	Michael Long, CPPB	
Purchasing Agent Assistant III	David Walch	
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	Rachel Carona*	
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	Chiddi N'jie, P.E.	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14

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

EXHIBIT 7
HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

The HUB Program policies and Minority and Woman-Owned Business *subcontracting goals* shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input checked="" type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Project Name:	Total Bid Amount:	Solicitation #:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

Definitions:

HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

**Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.*

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs:

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
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Check the box that applies to the Bidder:

- We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)
- We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)
- We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS				(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.				
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>				
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

SECTION 4**DISCLOSURE OF NON-HUB SUBCONTRACTORS**

(Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project.

Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	

SECTION 5**NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST**

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

- All subs to be utilized are "Non-HUBs."
 HUBs solicited did not respond.
- HUBs solicited were not competitive.
 HUBs were unavailable for the following trade(s):

SECTION 6**DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST**

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?
If yes, provide a copy of the rejection letter.
- Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- Bidder has (0) zero HUB participation. Provide an explanation

SECTION 7 RESOURCES			
TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> ▪ The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator. ▪ The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us. ▪ Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder. 	
Name and Title:	Date:
E-mail Address:	Signature:
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title:	E-mail Address:
Phone No.:	Fax No.:
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	

APPENDIX A

SCOPE OF SERVICES

Wells Branch Parkway Extension, Section 1
Immanuel Road to 0.6 Miles East of Immanuel Road
Travis County, Texas, Precinct 2

SERVICES TO BE PERFORMED BY THE CONSULTANT

Wells Branch Parkway is built or planned to be built as a 6-lane arterial from Loop 1 to east of SH 130. The segment between Loop 1 and FM 1825 has already been completed as a 6-lane arterial. Between FM 1825 and Immanuel Road near Pflugerville, Wells Branch Parkway is a 4-lane arterial. East of Immanuel Road, a half-mile 2-lane section of the roadway has been constructed.

The scope of this Wells Branch Parkway Extension project is for complete PS&E for the expansion of the 2-lane section east of Immanuel Rd to a 4-lane section (Wells Branch Pkwy Section 1). The alignment will follow a previously dedicated 140' right-of-way corridor.

The anticipated engineering services will be for the design of the ultimate 6-lane arterial. However, the construction will be phased and only the initial 4-lane road construction will be built with this project. The layout of the initial 4-lane road will be as described below. This project is located in Travis County Precinct 2.

1 GENERAL SCOPE OF SERVICES

Provide professional services to complete final PS&E documents for the MAD 6 Wells Branch Parkway Extension from its current terminus at Immanuel Rd to west intersection of Killingsworth Ln (approximately 0.6 miles east of Immanuel Rd). This project will also include developing a phased construction plan for the initial 4-lane road.

An engineering design was previously completed by another firm for the Wells Branch Parkway section from Immanuel Road to 0.6 miles east of Immanuel Road (Wells Branch Pkwy Section 1); however, this design was based on an earlier typical section that was narrower than the currently desired section. Therefore, redesign for Wells Branch Pkwy Section 1 is included in this scope of services, which modifies the original scope.

These services generally will include, but are not limited to, the following: roadway and sidewalk design, storm water drainage system analysis and design, and water quality pond design; preparing construction documents; completing land surveys and intersection plans; developing roadway signage and pavement marking plans, developing traffic control plans, and coordinating utility relocations; monitoring project cost and applying cost recovery methodologies such as value engineering; preparing and executing project management, risk reduction and QA/QC plans; and preparing a phased construction plan for the initial 4-lane road construction. The project must meet all applicable local, state, and federal regulatory requirements. No federal funds will be used for this project.

In addition, the CONSULTANT will perform the following services:

- A. Develop all plans and specifications to standards stipulated by Travis County (may include Travis County, City of Austin and TxDOT criteria, specifications, standards, special specifications and special provisions, and AASHTO design criteria).
- B. Develop and submit a construction cost estimate at each phase of the design for the initial 4-lane road and the remaining ultimate MAD 6.
- C. Use generally recognized engineering methodology and standards of care and ensure designs are compliant with ADA accessibility requirements.
- D. Establish and provide a detailed project design task completion report. Monitor and provide task completion report to the County.

E. Coordinate utility relocation efforts as described in the detailed Work Phase descriptions below.

F. Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a project presenter.

Design services related to the design and plan production for this project will be performed in accordance with the latest available AASHTO design criteria and City of Austin guidelines. TxDOT guidelines and design standards will also be used where appropriate. The drainage systems and water quality ponds will be designed per City of Austin criteria. The development of the project will typically be consistent with TxDOT design procedures and practices. This project will be developed utilizing Microstation V8i and Geopak V8i.

2 SPECIFIC PROJECT INFORMATION, LOCATION AND LIMITS

This project consists of the extension of Wells Branch Parkway from Immanuel Road to 0.6 miles east of Immanuel Road (Wells Branch Pkwy Section 1) for a length of approximately 0.6 miles. Typical roadway cross section for Wells Branch Pkwy Section 1 for the ultimate MAD 6 includes three 12' wide travel lanes for each direction, grassed median that transitions from a width of 15' to 23' measured from face-of-curb to face-of-curb, 5' wide bike lane abutting the concrete gutter along each outside lane of the road, 2' wide concrete curb and gutter along outside edge of the bike lane, and 6' wide sidewalk on the both sides of the road directly behind the outside backs of curb. The centerline will transition from an offset approximately 8' from the center of ROW to the approximate center of ROW.

No additional ROW or easements will be acquired for Section 1. The ultimate section will be designed to fit within the existing 140' ROW section. Since the north side curb has already been constructed per an earlier, narrower typical section, the centerline must shift south to accommodate a 6-lane divided section. To fit the 6-lane divided section into the existing 140' ROW width, the raised median will be narrowed by 8' to 14' back-to-back of curb. Also, the design will include an alignment transition to account for the 8' lateral shift between Section 1 and Section 2 immediately to the east. Bike lanes will continue to the Immanuel Rd intersection. The existing eastbound approach to Immanuel Rd should be striped to include two through lanes and a left-turn and a right-turn lane.

The initial construction phase for Wells Branch Pkwy Section 1 will retain the existing north side 39'-41' pavement width and curb location; therefore, no construction should be necessary for the westbound lanes. Construct a 31' wide pavement section for the eastbound lanes: 2' inside shoulder, two 12' lanes, and 5' bike lane.

No median breaks are anticipated in Section 1. Design speed is 50 MPH. Pavement structure shall be designed for a 20-year design life based on geotechnical analysis and pavement engineering. Proposed right-of-way width should be no less than 140' plus slope, drainage, detention pond, water quality pond easements and temporary access/construction easements as reasonably required by the construction of the roadway and associated improvements. Storm drain pipes for the initial 4-lane road shall be constructed to meet the ultimate MAD 6 requirements.

Naming convention for the phased construction of the ultimate 6-lane facility:

Phase 1 – Original interim section (one lane in each direction); this section will become the two north/westbound lanes in Phase 2.

Phase 2 – Revised interim section (two outermost lanes in each direction); construction and quantities for payment include the two south/eastbound lanes.

Phase 3 – Final ultimate section (three lanes in each direction); construction includes the innermost lane in each direction.

Original CAD files for Wells Branch Pkwy Section 1 will be sent by Travis County to the CONSULTANT as a reference for the new design. Travis County survey group will provide the existing ROW limits for Section 1 in CAD format and verify the surface adjustment factor used in that file. The CONSULTANT will include survey services to pick up the curb, edge of pavement, ditch, and ROW lines for Section 1.

Bid schedules will reflect the base bid and add alternate as follows:

Base bid – Section 2 north side (Phase 1)

Add alternate – Sections 1 and 2 south side (Phase 2)

Under separate contract, the County's private partner will be reviewing the plans and specifications for specific project items, including reasonable roadway design, median breaks, and driveway cuts as well as the proposed size and location of any slope, drainage, detention pond, water quality pond and temporary access/construction easements.

The CONSULTANT will be expected to provide four specific "Work Phases" (and associated support services), each requiring a separate "Notice to Proceed" under the same contract. Upon completion of the first Work Phase, the County may or may not elect to proceed with subsequent Work Phases; the decision to proceed will be at the County's sole discretion. Authorization to proceed to the next work phase must be in writing in the form of a "Notice to Proceed".

The required Work Phases include: Work Phase 1, 30% complete design documents; Work Phase 2, 90% complete design documents; Work Phase 3, the 100% bid-ready set of construction documents; and Work Phase 4, bid and construction phase services. Each Work Phase shall be submitted for review and a written "Notice to Proceed" must be issued by the County Purchasing Agent before CONSULTANT proceeds to the next Work Phase.

The review process shall consist of submitting an electronic set (PDF format) of the plans (11"x17") specifications and estimates of probable construction costs to TNR when the design is 30%, 90% and 100% completed. Each submittal shall include a cover letter from the CONSULTANT stating which individuals from its design team performed a Quality Assurance/Quality Control Check. Allow three weeks for TNR to review and provide written comments and/or approval for each submittal. Submit two final check sets and allow three weeks for TNR to review and provide written comments and/or approval.

2.1 WORK PHASES

2.1.1 WORK PHASE 1 - 30% PLAN SUBMITTAL

The 30% submittal will consist of the preliminary engineering and 30% complete design documents required to fully address the project scope.

Total projected time for completion of Work Phase 1 will be no more than 45 calendar days. A detailed list of tasks follows.

[Note: Certain professional services described below will be performed directly by Consultant. Others will be performed by Consultant's subconsultants, selected by Consultant using its best professional judgment.]

2.1.1.1 DATA COLLECTION

- A. Coordinate with the Travis County and other stakeholders to obtain pertinent project information. Meet periodically with project stakeholders to gather information and provide updated project information.
- B. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment to that property.

2.1.1.2 SURVEYING SERVICES

A. DESIGN SERVICES

- a. Generating, recovering, and verifying existing horizontal and vertical project primary control at the site, if any, and reconciling the control to known existing intersecting projects.
- b. Establishing or densifying additional secondary control as needed for the project to collect data along the length of the project. At surveyor's discretion, 5/8" iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the project control will be used, as applicable.
- c. Performing differential leveling through all of the project control (primary and secondary) to establish or extend vertical control for the project.
- d. Performing a topographic/design survey within the project limits between the existing ROW lines. The project limits will be along Wells Branch Pkwy from the Immanuel Rd intersection to the Killingsworth Ln intersection (tie to beginning of previously completed survey to the east). The survey will include, but not be limited to: all four approaches to the Immanuel Rd intersection (200' west on Wells Branch Pkwy and 100' in each direction on Immanuel Rd) as well as roadway tie-in locations at the project termini, fences, driveways, mailboxes, traffic and other signs, striping, and visible above ground utilities.

- e. Processing the collected information into a Geopak DTM file.
- f. Locating right-of-way monumentation and other evidence to VERIFY the existing right-of-way lines for Wells Branch Parkway and intersecting roads within the limits of survey from provided information (not to be construed as boundary surveying at this time nor to be considered taxable for the purposes intended at this time).

B. DELIVERABLES

Providing:

- a. 2D MicroStation V8 planimetric file.
- b. 3D MicroStation V8 DTM file including break-lines and 1 foot contours.
- c. Geopak DTM (tin) file.
- d. ASCII point file.
- e. Two CD-ROM containing the specified files.
- f. PDF file of surveyor's project field book.

C. ASSUMPTIONS

Notifying the client prior to performing the work if:

- a. Sufficient right-of-way monumentation cannot be found to re-establish the existing alignments and associated right-of-way lines along the project corridor.
- b. Traffic Control cannot be managed by the surveyor's personnel.
- c. The work is delayed due to weather or other circumstances beyond the surveyor's direct control.
- d. Existing Project Control cannot be recovered or verified.
- e. Access is denied to properties for any reason.

2.1.1.3 30% DESIGN PLANS

A. RIGHT-OF-WAY DATA AND UTILITY ADJUSTMENTS

- a. It is not anticipated that additional ROW or easements will be acquired as a part of this contract.
- b. The CONSULTANT will use the available utility data throughout the design process and make a good faith effort to accommodate existing utility locations. Utility conflicts will be identified during the design process to allow for relocation. The CONSULTANT will coordinate with utility providers on necessary relocations. The CONSULTANT shall include the existing utility information in the plans.

B. MISCELLANEOUS PLANS

- a. Modify the project title sheet to incorporate Section 1.
- b. Modify the index of sheets to incorporate Section 1.
- c. Add project layout sheets at a scale of 1"=100' to incorporate Section 1 into the project limits.
- d. Prepare an opinion of probable construction cost and supply to the County in Microsoft Excel format.

C. ROADWAY PLANS

- a. Add an existing typical section sheet depicting the existing conditions of Section 1.
- b. Add proposed typical section sheets depicting the improvements for Section 1.
- c. Modify the horizontal alignment data sheet depicting the horizontal geometric information for the project roadways to incorporate Section 1 and the transition to Section 2.

- d. Add roadway plan and profile sheets for Wells Branch Parkway depicting the proposed interim and ultimate construction for Section 1. The plan and profile sheets will be prepared at a scale of 1"=50' H and 1"=5' V.
- e. Develop design cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities for Wells Branch Parkway Section 1.

D. GRADING AND DETAILS

- a. Prepare driveway details for each driveway in Section 1.
- b. Develop driveway profiles as required for the project. Show driveway tie-back slopes, as well as limits for the contractor's information.

E. DRAINAGE PLANS

- a. Incorporate Section 1 interior drainage area maps into master plan set. Interior drainage area maps will be finalized at a scale of 1"=200'. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified with a unique number to be used to find run-off information from the calculation sheets.
- b. Calculate run-off to each additional inlet for Section 1 and inlet hydraulic information in accordance with City of Austin criteria and show on the run-off and inlet computation sheets.
- c. Complete drainage plan and profile sheets for Section 1 depicting locations of inlets and manholes. These sheets will be prepared at a scale of 1"=50'.
- d. Existing Detention Pond near Immanuel Rd and E. Wells Branch Parkway Intersection: Based on the T&T construction plans for existing detention ponds, storm drain system and roadway in Section 1 provided by the County, the Engineer will use the detention basin calculations contained therein to determine the detention volume and the size of the pond in Section 1. The Engineer will determine if the existing pond storage and size is sufficient for the proposed/revised storm drain system.
- e. Calculate Detention Pond needs for New Pond near Killingsworth Ln and Wells Branch Parkway Intersection: The Engineer will analyze the detention provided by the preliminary water quality pond, the channel outfall, and the configuration of the storm sewer system. Based on these findings, the Engineer will provide the detention volume requirements as required to design the detention pond and outfall.

F. WATER QUALITY

- a. The project site is not located within an Edwards Aquifer recharge, contributing or transition zone. It is within the City of Austin 2-mile ETJ limits and falls within the City's Watershed Protection Development Review Regulatory Area. The extent of the project is located in the Suburban (Outside City Limits) Desired Development Zone for ordinance purposes. Detention will be provided through the participation in the City's Regional Stormwater Management Program; therefore, no detention facilities or detention related calculations will be provided for this project. The pond previously constructed for the west half of Section 1 will be retained as is. The CONSULTANT will evaluate the existing and proposed impervious cover for this existing pond and coordinate the approval for this existing pond with Travis County. The CONSULTANT will design one additional water quality pond for the east half of Section 1 per City of Austin criteria.
- b. Project Setup and Data Review - The CONSULTANT will obtain and review all available data on the existing and proposed roadway design and site geology, including engineering plans and geologic reports. An initial field visit will be conducted in order to inspect the site selected for the new pond.
- c. Water Quality Analysis - Analyze the project characteristics and determine the requirements for water quality per the City of Austin Watershed Protection guidelines.

G. QA/QC

Perform a QA/QC review prior to submittal of Work Phase 1.

2.1.2 WORK PHASE 2 - 90% PLAN SUBMITTAL

The 90% complete drawings will be virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. This submittal will include design documents that incorporate the ultimate 6-lane and interim 4-lane configurations.

Total projected time for completion of Work Phase 2 will be no more than 60 calendar days. A detailed list of tasks follows.

2.1.2.1 90% DESIGN PLANS

A. ROADWAY PLANS

- a. Finalize proposed typical sections.
- b. Finalize horizontal alignment data sheet.
- c. Finalize plan and profile sheets. Add cut/fill quantities.
- d. Finalize design cross sections. Calculate the cut/fill quantities from these sections.

B. GRADING AND DETAILS

- a. Finalize driveway details and profiles.
- b. Finalize ditch tables.
- c. Add details for the culvert under existing Killingsworth Ln to which the new pond will outfall.

C. DRAINAGE PLANS

- a. Finalize interior drainage area maps and run-off calculations.
- b. Additional storm sewers for Section 1 will be analyzed and computations will be prepared for the storm sewer design using Winstorm or Geopak Drainage software.
- c. Finalize drainage plan and profile sheets for Section 1 depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations and flowlines as required. Storm sewer profiles will be prepared at a scale of 1"=50' H and 1"=5' V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions.
- d. Lateral profile sheets will be added for the project storm sewer systems in Section 1. These sheets will be developed at a scale of 1"=50' H and 1"=5' V.
- e. The CONSULTANT shall provide drainage design details for "non-standard" drainage structures in instances where TxDOT standard details cannot be utilized. The CONSULTANT shall use TxDOT standard details where practical.
- f. The CONSULTANT will identify areas within the construction of the Section 1 storm sewer construction that will require trench protection or special shoring.
- g. Finalize Detention Calculations based on final storm drain design: The CONSULTANT will update the final storm drain system construction plans as required and provide final additional detention volume for the design of the new pond.

D. WATER QUALITY

- a. Prepare design plans for one water quality pond for ultimate conditions to treat runoff for approximately the east half of Wells Branch Pkwy Section 1.
- b. Prepare structural detail plans for additional water quality pond, including inflow and outflow structures.

E. EROSION CONTROL

- a. Prepare erosion control plans for the Section 1 interim construction and incorporate into the master plan set. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps, and construction exits. One temporary erosion control plan will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.
- b. Update the Storm Water Pollution Prevention Plan (SW3P) for this job in accordance with TCEQ regulations to include Section 1. These sheets will consist of the TxDOT SW3P text sheets that summarize erosion control measures.

F. SIGNING AND PAVEMENT MARKINGS

- a. Prepare Signing and Pavement marking layouts at a scale of 1"=50' for the interim and ultimate configurations of Section 1. These layouts will depict striping and delineator type and location, as well as MBGF location, lengths, and end treatments. Each sign will have a corresponding number that will relate that sign to the sign summaries.
- b. Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

G. TRAFFIC CONTROL PLAN

- a. Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- b. The CONSULTANT will update the one (1) not to scale typical plan layout of all advance warning signs for Wells Branch Parkway and all cross streets. This typical layout will include the subject road (Wells Branch) and generic cross streets and incorporate Section 1.
- c. Update narrative for the sequence of construction to add Section 1.
- d. Prepare two (2) detailed traffic control plan sheets at a scale of 1"=50', one (1) for the Immanuel tie-in and one (1) for the west Killingsworth tie-in. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Location of work areas, temporary paving, signing, barricades and other details will be required to describe the traffic control plan. Temporary drainage will not be considered part of this scope of services.

H. MISCELLANEOUS PLANS

- a. Finalize project title sheet.
- b. Finalize index of sheets.
- c. Finalize project layout sheets.

I. QUANTITIES

Tabulate quantities for each of the following and as necessary to bid this project and broken into separate totals for the base bid and two add alternate bids:

- a. Traffic Control
- b. Earthwork
- c. Roadway
- d. Removal
- e. Drainage related items including inlets, manholes and storm sewer pipes
- f. Small Signs
- g. Pavement Markings
- h. Erosion Control

J. SUMMARIES

Tabulate calculated quantities for the base bid and two add alternate bids on individual summary sheets:

- a. Earthwork, Roadway, Removal, and Traffic Control
- b. Drainage related items including inlets, manholes and storm sewer pipes
- c. Signing and Pavement Markings, Traffic Signals, and Erosion Control
- d. Small Sign Summary

K. STANDARDS, SPECIFICATIONS AND ESTIMATE

- a. The CONSULTANT will verify the appropriate TxDOT or City of Austin standards for the project are included for incorporation of the Section 1 design. Standards that require modification will be corrected and sealed by the CONSULTANT. The CONSULTANT will utilize TxDOT Austin District when applicable.
- b. A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package. The complete list of specifications will be in bid-ready format (Microsoft Word).
- c. Incorporate typical Travis County general notes as applicable.
- d. Update the opinion of probable construction cost and supply to the County in Transportation and Natural Resources (TNR) format.
- e. Prepare final construction timeline estimate and sequence of work.

L. QA/QC

Perform a QA/QC review prior to submittal of Work Phase 2.

2.1.3 WORK PHASE 3 - 100% PLAN SUBMITTAL

The 100% design complete services will include final plans, specifications, estimates, bid quantities, and permits. This submittal will include complete plans for the ultimate 6-lane and interim 4-lane configurations assembled into a single plan set.

Total projected time for completion of Work Phase 3 will be no more than 35 calendar days. A detailed list of tasks follows.

2.1.3.1 100% DESIGN PLANS**A. PLAN SHEETS**

- a. Address all remaining comments.
- b. Issue final set of plan sheets in electronic format for plotting at the County print shop.

B. SPECIFICATIONS, ESTIMATE AND PERMITS

- a. Address all remaining comments.
- b. Issue final specifications, estimate and bid quantities into bid-ready format.

C. QA/QC

Perform a final QA/QC review prior to submittal of Work Phase 3.

2.1.4 WORK PHASE 4 – BID PHASE AND CONSTRUCTION SUPPORT SERVICES

- A. Provide bidding support services including assistance with responding to bidder questions
- B. Prepare bid phase addenda
- C. Attend and respond to questions at the pre-bid meeting
- D. Tabulate and evaluate bids

- E. Provide recommendation for award
- F. Attend and respond to questions at the pre-construction meeting
- G. Respond to requests for information (RFI)
- H. Review shop drawings
- I. Assist in the preparation of change orders
- J. Review and recommend response to all claims
- K. Roadway engineer attend up to six (6) field visits at the request of the County and issue a field report
- L. Geotechnical engineer attend up to three (3) field visits at the request of the County and issue a field report.
- M. Attend up to six (6) progress meetings at the request of the County

2.2 MANAGEMENT TASKS

2.2.1 PROJECT MANAGEMENT

- A. Create and submit monthly invoices suitable for payment by the County.
- B. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
- C. Meet formally once a month with the County to review project progress.
- D. Prepare project meeting summaries for applicable meetings during the project development process.

3 DELIVERABLES

- 3.1 Completed specific work phase/plan stage documents for review.
- 3.2 Completed PS&E documents.
- 3.2 Transmittal letter stating completion of QA/QC process at each submittal signed by the Project Manager and QA/QC reviewer.
- 3.4 Engineer's Opinion of Construction costs, Project Schedule, & CPM, updated and submitted with each submittal, including at monthly invoicing.
- 3.5 All required permits to start and complete project.
- 3.6 Survey services with electronic and soft copy of survey on NAD 83 or as determined by Travis County.
- 3.7 Design calculations.
- 3.8 Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation V8 format, as appropriate. A set of construction plans with engineer's PE seal and signature shall be provided in PDF format for bidding. Text documents must be in Microsoft Word or Excel format as applicable. Schedules and CPMs must be in Microsoft Project Gantt chart format with tracking).

ADDITIONAL SERVICES

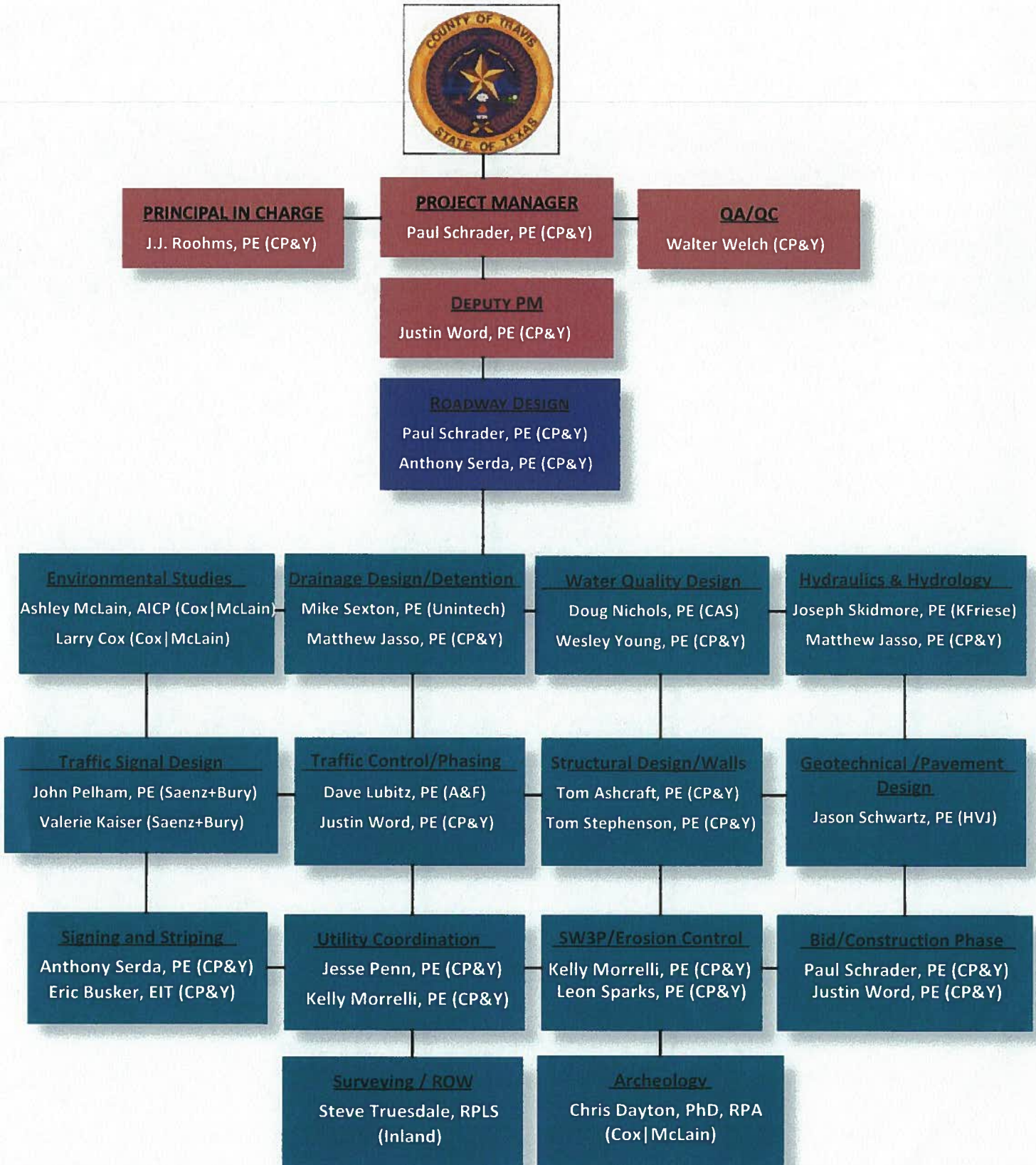
The following services are not included in this scope of work and may be requested by County and provided by the CONSULTANT as Additional Services if authorized by Travis County in advance and in writing, as provided in the contract. The detailed scope of any Additional Services and compensation for such Additional Services will be agreed to prior to their performance:

- Detention design or related calculations
- Any calculations or revisions to the existing ponds or water quality treatment system
- Interim roadway water quality ponds
- Landscape and Tree Protection sheets
- Utility relocations
- Bid and Construction phase services
- Hazardous site assessments

APPENDIX B

Organizational Chart with Key Personnel identified

TEAM ORGANIZATIONAL CHART



Funds Reservation 300000320

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WILLIAD	Created on	09/21/2012
Last changed by	HUFFH	Last changed	07/17/2013
More Data			
Text	Wells Branch Pkwy Design Contract Modification		
Reference			
Overall Amount	242,161.02 USD		

Document item 001			
Text	mod 2		
Commitment item	521050	Funds center	1490200001
Fund	2004	G/L account	521050
Cost center		Due on	
Vendor		Customer	
Amount	53,957.19 USD		

Document item 002			
Text	additional design services		
Commitment item	521050	Funds center	1490200001
Fund	2004	G/L account	521050
Cost center		Due on	
Vendor		Customer	
Amount	188,203.83 USD		