



Travis County Commissioners Court Agenda Request

Meeting Date: August 13, 2013

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1, an Assignment of Contract No. 4400001410 from Loomis Partners, Inc., to Bowman Consulting Group, Ltd., for Eastside Service Center's Spill Prevention and Countermeasure Plan (SPCC).

- **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.
- The project is for the preparation of a Spill Prevention, Control and Countermeasure Plan (SPCC) for the Eastside Service Center. The SPCC plan will identify proper operating procedures to prevent spills, proper control measures for secondary spill containment, and procedures for spill cleanup and mitigation.
- This modification number one (1) is for an Assignment of Contract from Loomis Partners, Inc. to Bowman Consulting Group, Ltd., as well as for Additional Basic Services for the analysis and evaluation of the existing functional characteristics of Eastside Service Center's ponds and their compliance with the SPCC permit. Other than these Additional Basic Services, Bowman Consulting Group, Ltd. has no other changes to make to this contract. This modification will increase the contract amount by \$11,700.00, from \$7,850.00 to \$19,550.00, and the aggregate modification amount results in a 149.04% increase of the original contract amount.
- **Contract Expenditures:** Within the last 3 months \$3,175.00 has been spent against this contract/requirement.

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.

➤ **Contract-Related Information:**

Award Amount: \$7,850.00

Contract Type: A/E

Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount: \$11,700.00

Modification Type: A/E

Modification Period: Through completion

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

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **Special Contract Considerations: N/A**

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: 300000635

Fund Center(s):1490200145

Comments:

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

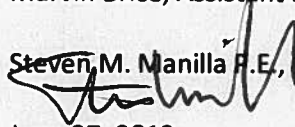


**TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA P.E., COUNTY EXECUTIVE**

700 Lavaca Street, Suite 540
P.O. Box 1748
Austin, Texas 78767
(512) 854-9383

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

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

DATE: June 27, 2013

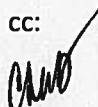
RE: Modification #1, Contract 440001410
East Service Center's Spill Prevention Control and Countermeasure Plan (SPCC)

TNR is requesting approval of modification number one to the Bowman Consulting Group LTD professional services agreement. This amendment would increase the not-to-exceed amount for this agreement by \$11,700. The attached proposal dated June 25, 2013 from Bowman Consulting Group, LTD describes the estimated costs to complete follow up tasks and services associated with SPCC compliance. Please note that we seek these hydrology and hydraulic analyses in support of our responsibilities to reduce and eliminate the potential for hazardous material discharge from the East Service Center facility. Each of the three identified areas includes a hazardous material storage and handling area. Following completion of the identified tasks, TNR anticipates identification of priority changes to the facility spill containment and runoff management structures to enhance compliance with federal SPCC requirements and goals, as well as to fulfill the County's overall pollutant discharge elimination responsibilities.

The funds for this amendment are encumbered under Funds Reservation 300000635. The funding information is provided below.

Description	Fund Center	Prod Cat	Amount
ESC-SPCC Plan	1490200145	81101508	\$11,700

If you have any questions or require additional information please contact Thomas Weber at extension 4-4629.

cc:  Jason Walker, Purchasing
Thomas Weber, TNR
Christina Jensen, TNR

Attachment: Bowman Consulting Scope of Services
Funds Reservation 300000635

MODIFICATION OF CONTRACT NUMBER: 4400001410, EASTSIDE SERVICE

GENTER'S SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN (SPCC)

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: July 15, 2013
ISSUED TO: Loomis Partners, Inc. 3101 Bee Cave Rd., Ste 100 Austin, TX 78746	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: April 8, 2013
ORIGINAL CONTRACT TERM DATES: 4/8/13 - through project completion		CURRENT CONTRACT TERM DATES: 4/8/13 - through project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$7,850.00 Current Modified Amount \$19,550.00.

DESCRIPTION OF CHANGES:

1.) Pursuant to the attached Assignment of Contract, Attachment 1, the Contractor's name on Contract No. 4400001410 is changed as follows:

From: Loomis Partners, Inc. 3101 Bee Cave Rd., Suite 100 Austin, TX 78746	To: Bowman Consulting Group, Ltd. 3101 Bee Cave Rd., Suite 100 Austin, TX 78746
---	---

2.) Please see Attachment 2 for additional contract changes.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect

Note to Vendor:

- [X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- [] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Bowman Consulting Group, Ltd.</u>	<input checked="" type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Thomas Loomis</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Proj Mgr.</u> ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD Y. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

DRAFT

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are LOOMIS PARTNERS, INC., a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and BOWMAN CONSULTING GROUP, LTD., a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and LOOMIS PARTNERS, INC. entered into a written Contract for Eastside Service Center's Spill Prevention Control and Countermeasure Plan (SPCC) in Travis County, Texas, (Contract No.4400001410) on April 8, 2013 which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract as of _____ (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract.

ASSIGNOR:

LOOMIS PARTNERS, INC.

By: [Signature]

Printed Name: Thomas Loomis

Title & Date: Proxy Mar 7:30.13
TGL

Attest: [Signature]

Date: 7/30/13

ASSIGNEE:

BOWMAN CONSULTING GROUP, LTD

By: [Signature]

Printed Name: Thomas Loomis

Title & Date: Proxy Mar 7:30.13

Attest: [Signature]

Date: 7/30/13

Travis County consents to this assignment of the Contract from LOOMIS PARTNERS, INC. to BOWMAN CONSULTING GROUP, LTD.

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

DRAFT

A. The additional Basic Services, as outlined in Exhibit A Scope of Services, attached hereto and made a part hereof are hereby added to the contract. As a result of these additional Basic Services, contract Basic Services pricing is adjusted as follows:

1. Reference EXHIBIT 1, SECTION 1 - COMPENSATION FOR BASIC SERVICES:

- a. Paragraph 1.1: The stated fee for the performance of basic services is modified from \$7,650.00 to \$19,350.00, an increase of \$11,700.00.
- b. Paragraph 1.1.1 is modified to include the following:
 - 1. (vii) Task 7 - Site Hydrologic and Hydraulic Analysis in the amount of \$8,500.00.
 - 2. (viii) Task 8 - Follow up Meetings and Cost Analyses in the amount of \$3,200.00.
- c. The BASIC SERVICES TOTAL is changed from \$7,650.00 to \$19,350.00, an increase of \$11,700.00.

B. Reference EXHIBIT 1, SECTION 5 - TOTAL AGREEMENT SUM. The TOTAL AGREEMENT SUM is modified from an NTE amount of \$7,850.00 (\$7,650.00 Basic Services and NTE amount of \$200.00 Reimbursable Expenses) to an NTE amount of \$19,550.00 (\$19,350.00 Basic Services, and NTE amount of \$200.00 Reimbursable Expenses) an increase of \$11,700.00.

C. Reference EXHIBIT 3 – PROJECT SCHEDULE. The number of calendar days in item C is modified from “35” to “77”.

D Reference ATTACHMENT 1 TO EXHIBIT 3 – PERFORMANCE SCHEDULE. The table is modified to include:

1.

Tasks	Precedent	Duration
7 – 8	Notice to Proceed	42 calendar days

SCOPE OF SERVICES

The engineering services described in this document include the following:

Task 1 – Site Hydrology and Hydraulics

In support of design and re-design for proposed and existing stormwater pond facilities at Eastside, Bowman will develop hydrologic (HEC-HMS) and hydraulic (HEC-RAS) models for the drainage areas contributing flows to each of the site's three primary stormwater outfalls. This analysis will include representation in the models of the existing ponds located at: a) the Materials Storage Yard; b) the Central Parking Facilities and Fleet Services Building; and c) the Southern Parking Lot and Fuel Island Facility.

The purpose of this analysis will be to evaluate the existing functional characteristics of the site's existing ponds for compliance with the SPCC permit. This analysis will also allow determination of the developed drainage areas and runoff flow rates / volumes at Eastside which are presently uncontrolled and do not flow to stormwater facilities.

In lieu of performing on-the-ground site survey, hydrologic and hydraulic investigations performed under Task 1 will be based on recent (2012) one-foot Lidar topographic information obtained from CAPCOG. Please note that, if implemented, subsequent design of necessary improvements will require on-the-ground survey.

Task 2 –Follow Up Meetings with Travis County and Cost Analyses

Utilizing results from hydrologic / hydraulic modeling performed in Task 1, Bowman will meet with Travis County staff to discuss the existing level of compliance with the requirements of the SPCC and with City of Austin specifications for flood control and water quality regulations. Based on hydrologic / hydraulic modeling results and direction from Travis County following the above-described meeting(s), Bowman will develop detailed engineer's estimates of probable costs for design and construction of necessary improvements.

Funds Reservation 300000635

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	06/27/2013
FM area	1000	Posting date	06/27/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	JENSENC	Created on	06/27/2013
Last changed by		Last changed	
More Data			
Text	Contract Modification for SPCC Phase II - ESC		
Reference			
Overall Amount	11,700.00 USD		

Document item 001			
Text	Hydrologic/Hydraulic Analysis		
Commitment item	511890	Funds center	1490200145
Fund	0145	G/L account	511890
Cost center	1490200145	Due on	
Vendor		Customer	
Amount	11,700.00 USD		