



Travis County Commissioners Court Agenda Request

Meeting Date: December 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: APPROVE CONTRACT AWARD FOR THE DESIGN OF OLD SAN ANTONIO ROAD AT ONION CREEK BRIDGE PROJECT, RFQ NO. Q1210-008-JW, TO THE MOST HIGHLY QUALIFIED FIRM, CP&Y, INC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This project is for the necessary engineering design services for the replacement of Bridge 302 (Onion Creek Bridge) on Old San Antonio Road. This bridge is on the historic El Camino Real de los Tejas National Historic Trail register, so a goal is to preserve it and incorporate it into a hike and bike trail. A new two (2) lane bridge with bike lanes and sidewalks will be constructed adjacent to this existing bridge for vehicular traffic.
- On November 14, 2012, eleven (11) proposals were received for the design of Old San Antonio Road at Onion Creek Bridge project, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, a short-list consisting of the top two ranking firms was generated. Each short-listed firm was interviewed on May 2, 2013 to determine the most highly qualified firm for completing the required work. TNR staff rated the firms based upon their responses to standardized questions as developed by TNR.
- As a result, on June 4, 2013 the court authorized staff to commence negotiations with CP&Y, Inc.

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

- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most highly qualified firm, CP&Y, Inc., in the amount of \$256,981.86.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$256,981.86
 - Contract Type: Professional Services Agreement
 - Contract Period: 310 working days from issuance of NTP
- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**

Solicitations Sent: 28	Responses Received: 11
HUB Information: Yes	% HUB Subcontractor: 32%
- **Special Contract Considerations:**
 - Award has been protested; interested parties have been notified.
 - Award is not to the lowest bidder; interested parties have been notified.
 - Comments: N/A
- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: 300000219; 300000859
 - Cost Center/Fund Center(s): 1490190000
 - Comments:

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



TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

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

October 1, 2013

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
FROM: Steven M. Manilla, P.E., County Executive
Subject: Old San Antonio Road Bridge 302 Replacement, Q1210-008-JW, Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact me at 854-9429 if you have any questions or need additional information.

Proposed Motion:

Consider and take appropriate action on TNR's request to award a Professional Services Agreement to the Engineering Consulting firm of CP&Y for the design of a bridge to replace Bridge 302 in Precinct Three.

Summary and Staff Recommendations:

On July 23, 2012, TNR requested the Purchasing Office to obtain professional consulting services for engineering design for the replacement of Bridge 302 on Old San Antonio Road. In response to the RFQ developed by Purchasing and TNR Public Works, 11 engineering consulting firms submitted Statements of Qualification (SOQ) for the design of this project. Upon review and evaluation of the SOQs, TNR and Purchasing requested the Court to approve scope and fee negotiations with the highest rated firm of CP&Y. The Court approved the request on June 4, 2013.

TNR and Purchasing have now completed their negotiations with CP&Y and recommend award of the PSA to this firm. CP&Y has proposed a fee of \$256,981.86 for this work.

Budgetary and Financial Information:

	WBS: BGCN.149.000003	
FRD	300000219	300000859
Fund	4074	4083
Fund Center	1490190000	1490190000
GL	521010	522040
Amount	\$ 177,760.00	\$ 79,221.86
Total Funds Reserved	\$ 256,981.86	

Issues and Opportunities:

Bridge 302 on Old San Antonio Road is a narrow, one-lane bridge that is prone to frequent flooding. In 2011, Travis County voters approved 2.4 million dollars for the design and construction of a new bridge at the location of the existing bridge.

The existing bridge is on the historic El Camino Real de los Tejas National Historic Trail (NHT) register, which makes the bridge historically significant. The goal is to preserve the existing bridge and use it as a hike and bike trail, and to construct a new two-lane bridge with bike lanes and sidewalks adjacent to it for vehicular traffic. Ideally, the new bridge will span the 100-year flood event, unless it is determined during the design process that building such a bridge is not feasible, or is cost prohibitive. Regardless, the new bridge will be able to accommodate a much higher flood event than the existing bridge.

In 2010, TxDOT used Federal Off-System funds to retrofit the bridge with guardrails and made minor repairs to the structure. However, the bridge is still too narrow for two-way traffic and remains functionally obsolete.

Required Authorizations:

Cyd Grimes, Purchasing

Jessica Rio, PBO

CC: Cyd Grimes, Purchasing Agent

Jason Walker, Purchasing Buyer

Steve Sun, Cynthia McDonald, Donna Williams-Jones, Isabelle Lopez, Tawana Gardner,

Mo Mortazavi

Funds Reservation 300000219

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	07/23/2012
FM area	1000	Posting date	07/23/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	07/23/2012
Last changed by		Last changed	
More Data			
Text	OLD SAN ANTONIO RD BRIDGE DESIGN SERVICES		
Reference			
Overall Amount	177,760.00 USD		

Document item 001			
Text	DESIGN SERVICES		
Commitment item	521010	Funds center	1490190000
Fund	4074	G/L account	521010
Cost center		Due on	
Vendor		Customer	
Amount	177,760.00 USD		

Funds Reservation 300000859

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/26/2013
FM area	1000	Posting date	09/26/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	09/26/2013
Last changed by		Last changed	
More Data			
Text	OLD SAN ANTONIO BRIDGE		
Reference			
Overall Amount	100,000.00 USD		

Document item 001			
Text	OLD SAN ANTONIO BRIDGE		
Commitment item	522040	Funds center	1490190000
Fund	4083	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	100,000.00 USD		

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

CP & Y

FOR
PROFESSIONAL ENGINEERING SERVICES

FOR

Old San Antonio Road at Onion Creek Bridge

DRAFT

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, a Texas corporation (“Consultant”) (each a “Party” and, collectively, the “Parties”).

County desires to obtain professional engineering services for the design of the Old San Antonio Road at Onion Creek Bridge (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/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant’s satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent

that the original professional would have been held liable for the information contained in those documents, in accordance with industry standard practice. Information provided in record or as-built documents 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 all Project technical and management expertise stated in the Qualifications Statement submitted by Consultant in response to RFQ No. Q1210-008-JW attached to this Agreement as **Appendix C** and made a part of this Agreement for all purposes;

2.2.4 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

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

- 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, 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
 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. 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. By submitting a Qualifications Statement in response to RFQ# Q1210-008-JW, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 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, PE

Title: Chief Operating Officer
Authorized Representative

Date: 12/2/2013

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

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge



Date: _____

APPROVED AS TO PROCUREMENT COMPLIANCE:

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

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:


By: _____

Assistant County Attorney

EXHIBIT 1**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS****SECTION 1 – COMPENSATION FOR BASIC SERVICES**

1.1 The fixed fee for the performance of the Basic Services will be the sum of \$254,400.00.

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

(i) <u>Design Phase</u> : includes:	
Work Product 1- 30% Design	<u>\$149,640.00</u>
Work Product 2 – 60% Design	<u>\$42,390.00</u>
Work Product 3 – 90% Design	<u>\$47,550.00</u>
Work Product 4 – 100% Design	<u>\$7,705.00</u>
Work Product 5 – Construction Phase (Including <u>Bidding Phase</u>)	<u>\$7,115.00</u>
TOTAL:	<u>\$254,400.00</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, both of which are at invoice cost plus a zero percent (0%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: $\$2,581.86 \times 1.00 = \$2,581.86$

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

REIMBURSABLES TOTAL NOT TO EXCEED: $\$X2,581.6$

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of $\$254,400.00$, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of $\$2,581.86$, will not exceed $\$256,981.86$.

SECTION 6 –SCHEDULE OF PAYMENTS

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

EXHIBIT 2
HOURLY RATES

BASIC SERVICES

Schedule of Rates (Hourly):

<i>Project Manager</i>	\$185.00
<i>Senior Engineer</i>	\$160.00
<i>Project Engineer</i>	\$140.00
<i>Design Engineer</i>	\$115.00
<i>E.I.T.</i>	\$100.00
<i>Senior CADD Tech</i>	\$105.00
<i>Environ Manager</i>	\$178.00
<i>Sr. Environ Spclst</i>	\$99.00
<i>Biologist</i>	\$90.00
<i>Architectural Historian</i>	\$92.00
<i>GIS Specialist</i>	\$70.00
<i>Admin/Clerical</i>	\$70.00

ADDITIONAL SERVICES

Schedule of Rates (Hourly):

<i>Project Manager</i>	\$185.00
<i>Senior Engineer</i>	\$160.00
<i>Project Engineer</i>	\$140.00
<i>Design Engineer</i>	\$115.00
<i>E.I.T.</i>	\$100.00
<i>Senior CADD Tech</i>	\$105.00
<i>Environ Manager</i>	\$178.00
<i>Sr. Environ Spclst</i>	\$99.00
<i>Biologist</i>	\$90.00
<i>Architectural Historian</i>	\$92.00
<i>GIS Specialist</i>	\$70.00
<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 **310 working days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **310** working 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	90 working days
Work Product #2 – 60% Design	County acceptance of WP #1	90 working days
Work Product #3 – 90% Design	County acceptance of WP #2	59 working days
Work Product #4 – 100% Design	County acceptance of WP #3	29 working days
Work Product #5 – Construction Phase (Including Bidding Phase)	County acceptance of WP #4	42 working days

ATTACHMENT 2 TO EXHIBIT 3

UTILITY RELOCATION SERVICES

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

- iv) prepare draft of elements to be included in any utility agreements or memoranda of understanding to be developed between TNR and utility service providers, including responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes and types, vertical and horizontal locations; and any special construction and/or protection requirements
- v) provide documentation of correspondence and coordination efforts to TNR upon completion of assignment

V. Additional Services

- a) field check locations of above-ground utilities and visible components of below-ground utilities and mark locations relative to existing topographic features on mapping to be provided by TNR
- 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 }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of CONSULTANT: _____
County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS

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	Sara Krause*	
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 Mgmt.	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	Jesse Herrera, CTP, CTPM, CTCM	
Purchasing Agent Assistant III	Sydney Ceder*	
Purchasing Agent Assistant III	Ruena Victorino*	
Purchasing Agent Assistant III	Rachel Fishback*	
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	Mo Mortazavi, P.E.	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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
Purchasing Agent Assistant III	Nancy Barchus, CPPB..	06/28/14

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

APPENDIX A

SCOPE OF SERVICES

Travis County, Texas

Old San Antonio Road at Onion Creek Bridge

SERVICES TO BE PERFORMED BY THE CONSULTANT

Introduction:

Consultant (also referred to in this Scope as the “Engineer”) shall provide professional engineering design services to produce final plans, specifications, and estimates (“PS&E”) documents for the Old San Antonio Road at Onion Creek Bridge (the “Project”). These services generally will include, but are not limited to, the following; bridge design, roadway realignment, preparing schematic and final right-of-way and easement parcel exhibits for the bridges; preparing construction documents; completing land surveys, geotechnical investigations and reports with analysis needed for bridge design, pavement design for bridge approach roadways and evaluating slope stability; traffic control plans; stream hydrologic, hydraulic and scouring analysis; drainage; completing environmental assessments and mitigation plans; monitoring Project cost and applying cost recovery methodologies such as value engineering; attending and leading public meetings; and acquiring all appropriate regulatory permits and clearances. The bridge will be designed to withstand a 100-year flood event with no water overtopping and no rise in water surface elevation upstream or downstream of the bridge. Subject to budget constraints and depending on hydraulic study results, County may accept a lower design standard pertaining to clearing the flood events.

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 TxDOT guidelines and design standards. City of Austin guidelines and design standards will also be used where appropriate. The drainage systems and water quality ponds, if needed, will be designed per City of Austin criteria. The development of the Project must be consistent with TxDOT design procedures and practices, unless otherwise stated in this Scope. This Project will be developed utilizing Microstation V8i and Geopak V8i.

Background:

The existing bridge spans Onion Creek with a length of approximately 120’. The bridge is not considered structurally deficient, but is rated functionally obsolete due to its narrow deck width. Old San Antonio Road is a historical route and the bridge contributes to the historical significance of the route. The bridge is subject to frequent flooding during severe storm events. Since the bridge is on a historical route, it is anticipated that it will be required to be kept in place. Depending on the historical bridge requirements, the existing bridge may be retained as-is to function as a pedestrian/bike bridge or may be required to continue to receive traffic and to be used as the north- or south-bound lane.

Agency abbreviations are as follows:

City of Austin (COA), Texas Department of Transportation (TxDOT), Texas Department of Transportation Environmental Division (TxDOT-ENV), Federal Highway Administration (FHWA), Capital Area Metropolitan Planning Organization (CAMPO), Environmental Protection Agency (EPA), Texas Historical Commission (THC), National Register of Historical Places (NRHP), Federal Emergency Management Agency (FEMA), Texas Commission on Environmental Quality (TCEQ).

The Consultant will provide five (5) specific “Work Products” (and associated support services). As described in Article 6 of the PSA, each Work Product will require a separate written “Notice to Proceed” issued by the County. Authorization to proceed to the next work phase must be in writing in the form of a “Notice to Proceed”. Consultant will not be compensated for any services performed without a written Notice to Proceed for the applicable Project phase.

The required Work Products include: Work Product 1, 30% complete design documents; Work Product 2, 60% complete design documents; Work Product 3, 90% complete design documents; Work Product 4, the 100% bid-ready set of construction documents; and Work Product 5, bid and construction phase services. Each Work Product must be submitted for review and approved by the County. Upon approval by the County and receipt of a written “Notice to Proceed” directing the Consultant to proceed to the next Project phase, the Consultant will commence work on the next Work Product. Following approval of each Work Product, the Consultant shall not commence work on the subsequent phase of the Project until he has received the Notice to Proceed to the next Project phase.

The review process will 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%, 60%, 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.

I. WORK PRODUCT 1 – 30% PLAN SUBMITTAL

The 30% submittal will consist of two phases. The first phase will be the results of the preliminary analyses, schematic layouts and the Consultant's recommendations. The second phase will be the 30% complete design documents for the selected alternative. A public meeting may be required in the development of Work Product 1.

A. DATA COLLECTION

1. Perform field investigations of the Project. These investigations will include a field visit 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. Develop a photo inventory of the Project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the Project development.
3. Gather and review information from Travis County and TxDOT including existing plans, project files, automated road inventory sheets, PMIS data, existing geometric conditions, existing typical sections, existing drainage facilities, draft hydrology and hydraulics reports, existing bridge and culvert data and traffic data. Gather and review related existing and draft studies from TxDOT and the City, including feasibility, route, traffic signal, corridor, MIS/Environmental and Value Engineering studies in the Project vicinity. Gather and review information from various planning documents such as the CAMPO 2035 plan, Texas Transportation Plan, Transportation Improvement Plan and the City master street/road plans impacting the Project.
4. Obtain FEMA flood insurance maps and corresponding studies relating to the Project corridor.

B. ALIGNMENT STUDY *(provided by CP&Y, Inc)*

1. Develop up to three (3) alternative geometric configurations (including horizontal alignment, vertical profile, and pavement edges) for the new alignment of Old San Antonio Road across Onion Creek to satisfy the Project goals of the County and associated requirements by TxDOT.
2. Produce up to three (3) exhibits depicting the above geometric configurations to a detail level sufficient for County review.
3. Evaluate up to three (3) configurations of bridge (single phase construction) and retaining walls at crossing.
4. Perform condition survey of existing bridge and create report summarizing findings and include load rating and repair recommendations.
5. Prepare conceptual cost estimates for each of the three (3) configurations.
6. Prepare a technical memo summarizing findings of the alignment study with recommendations.
7. Conduct a review meeting with the County to coordinate the desired and/or required improvements and obtain concurrence for the final design configuration of the Project.

C. SURVEYING SERVICES

1. DESIGN SERVICES

- a) All surveys provided will be in accordance with the "Texas State Board of Land Surveying".
- b) For purposes of surveying and field investigations, the Consultant's surveyor subconsultants (the "Surveyor") will obtain written Right of Entry (ROE) from respective property owners or their authorized representatives and any tenants. The Surveyor shall develop a list of current property owners adjoining the Project and attempt to obtain written ROE Agreements for all affected parcels for the purpose of gaining access for survey outside of the existing ROW. The ROE will cover survey, geotechnical engineering, Project engineers and environmental engineers. ROE letters will be sent via Certified Mail and regular mail no more than twice.
- c) The Surveyor shall generate, recover, and/or verify existing horizontal and vertical project primary control at the site as provided by the Engineer, if any. New control will be based on Texas State Plane Coordinates, Central Zone, NAD 83. Vertical Datum will be tied to FEMA benchmarks if no benchmarks are provided by Engineer. Control Sheets for Primary control will be signed and sealed.
- d) The Surveyor shall establish or densify additional secondary control as needed for the Project to collect data along the length of the Project. The Surveyor shall, at their discretion, use 1/2" iron rods with distinguishing caps, cotton spindles (paved areas) or other durable entities for the Project control as applicable.

- e) The Surveyor shall perform differential leveling through all of the Project control (primary and secondary) to establish or extend vertical control for the Project.
- f) The Surveyor will collect data including survey points and break lines to create a DTM (digital terrain model) to enable the Engineer to create cross sections at maximum 100 feet intervals. Survey data will be obtained to cover the topography between the existing ROW lines and to 60' outside of the ROW to either the east or west, but not both sides. Survey data shall be collected for intersecting roadways/driveways within the Project limits. The limits of the survey will be 300 feet to the north end of the existing bridge and 800 feet to the south end of the existing bridge for a total of 1200 feet.
- g) Topographic surveying will include the location, size, height, depth, and/or length, and description of visible topographic features to include, but not limited to the following: existing bridge deck (four corners of deck, beginning and end of bridge along the existing centerline, the elevation of the low chord of the bridge slab, and interior wall locations), roadway width, driveways, signs, mail boxes, fences (including MBGF and end treatments), above ground visible utility features (type, owner and location if posted), and utility markings or flags set by others. Texas 811 will be called to mark utilities and markings will be located one time.
- h) Each survey shot taken will be assigned a unique point number, which provides a positive identification of the point. Each point surveyed will be assigned a feature number or feature name. An ASCII point file and hard copy print will be provided. Each line of the data shall contain in this order: the point number, northing, easting, elevation, and the feature number or feature name.
- i) All survey data will be provided in a Microstation DGN compatible two-dimensional base map format, and with a 3-D DTM model with spot contours and break lines (3-D). The survey spot shot point number, elevation, and description will appear on separate levels.
- j) The Surveyor will obtain one point at the flow line of each of eight (8) cross-sections which include four (4) cross sections upstream and four (4) cross sections downstream of the existing bridge structure. In each quadrant of the project, obtain 15 points distributed within the area bounded by the eight (8) cross-sections; the exact locations can be determined by the Surveyor but should be spread out evenly. There will be a total of 60 spot check locations. The hydraulic sections and the LIDAR data will be provided to the Surveyor by the Engineer.
- k) Within the project limits, the Surveyor shall locate trees that are six (6) inches in diameter and larger, and shall note the size and species. Trees will be tagged with metal tags with numbers that will correspond to the topo file in a chart format. Trees considered trash trees such as mesquite, cedar and junipers will be located if they are twelve (12) inches in diameter and larger. Multi trunk trees the largest trunk shall determine the size of the tree for measurement. The 1/2 trunk plus base method will not be used. For trash trees between 6" and 12" in diameter, a visual estimate of the tree count only will be provided.
- l) The Surveyor shall locate up to three (3) core locations at a time specified by the Engineer.
- m) The Surveyor shall locate right-of-way monumentation and other evidence to VERIFY the existing right-of-way lines for Old San Antonio Road and the intersecting roads within the limits of survey from provided information. This is not to be construed as boundary surveying at this time nor is it considered taxable for the purposes intended at this time. The surveyor will not do deed research for this area as part of Work Product 1, and it will be based on provided ROW maps.

2. DELIVERABLES

The Surveyor shall provide:

- 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 the Surveyor's Project field book.

3. ASSUMPTIONS

The Surveyor shall notify the County 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.

D. GEOTECHNICAL INVESTIGATIONS

1. Determine boring locations in the field and coordinate utilities locations (electrical, water, wastewater sewer, telephone and gas) with line locators.
2. Provide all necessary manpower, equipment and materials for drilling, logging and sampling three (3) borings to depths of 50 feet each for the proposed new bridge. All boreholes will be sampled using either Shelby tubes or split-spoon samplers as appropriate for soils or rock. Grab samples of coarse sand and gravel will be obtained for grain size analysis.
3. Use N-Line Traffic Control during drilling operations.
4. Field logging to include visual classifications and pocket penetrometer tests.
5. Plug all bore holes upon completion of the drilling operations. Assist Surveyor in locating bore holes following the drilling operations if necessary.
6. Log cores by a geotechnical engineer.
7. Perform laboratory testing of borings which consists of soil classifications, moisture contents, Atterberg limits, unconfined compressive strength testing, grain size analyses, and minus 200 sieves.
8. Prepare a preliminary geotechnical engineering report which includes a generalized boring location plan, logs of borings, laboratory test results and recommendations for the bridge foundation, retaining wall design criteria (with a global stability analysis as needed) and design recommendations for three (3) pavement section options using the COA computerized MFPS program. The report will also include recommendations for roadway fill/embankment compaction requirements, bedding and backfill recommendations and earth pressures for wingwalls and subgrade preparations for foundation support.

E. UTILITY COORDINATION

1. Develop a contact list of the affected utility owners in the Project corridor.
2. Provide a written project notification letter and corresponding design plans to all utility owners in the Project corridor.
3. Prepare scroll plots indicating researched utility locations to provide to utility companies / owners for their review and comment.
4. Contact each utility company and meet individually with them to review their assumed utility locations developed from the SUE process.
5. Identify existing utility easements and utilities that could be affected by the proposed construction.

F. ENVIRONMENTAL STUDIES

Scope of services is based on the assumption that no NEPA triggers will be encountered (federal funding or permitting). If a TxDOT environmental document is required, it will be prepared and provided as Additional Services if authorized, approved and processed in accordance with the PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance.

1. Wetlands and other Waters of the U.S.

Task is designed to identify compliance requirements under Section 404 of the Clean Water Act.

- a) Collect background research (i.e., floodplains, topography, soils, National Wetland Inventory Maps) for the Project area;
- b) Conduct a field investigation to identify, characterize, and delineate Waters of the U.S. potentially affected by the Project (i.e. perform a Wetland Determination). Field investigation will follow current U.S. Army Corps of Engineers (USACE) guidance regarding waters of the U.S. under Section 404 of the Clean Water Act; and
- c) Prepare a Jurisdictional Determination Report documenting the methods and results of the Waters of the U.S. investigation.
- d) Prepare a USACE Nationwide Permit #14 with a Preconstruction Notification (PCN) for the Project. Under General Condition #20, a PCN is anticipated as the Project may have the potential to cause effects to historic properties listed on or eligible for listing on the National Register of Historic Places (specifically, the existing bridge over Onion Creek).

An Individual Permit or a mitigation plan is not included in this task. If this work is deemed necessary by the County, it will be provided as Additional Services if authorized, approved and processed in accordance with the PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance.

2. Biological Resources

Task is designed to identify compliance requirement with the Endangered Species Act and Texas Parks and Wildlife Code regarding listed protected species.

- a) Perform a field investigation to confirm that no habitat for federal or state-listed species is present.
- b) Biological Resources Technical Memorandum of Findings will be prepared.
- c) Attend the one (1) public meeting listed in Item F.6.(f).

Presence/absence surveys for listed protected species are not included in this task. The Project is outside the Edwards Aquifer Recharge and Contributing Zones. The Project is in Karst Zone 4. Therefore, karst surveys and geological assessments are not required. If this work is deemed necessary by the County, it will be provided as Additional Services if authorized, approved and processed in accordance with the PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance.

3. Historical Resources

Task is designed to meet requirements of the Antiquities Code of Texas and Section 106 of the National Historic Preservation Act.

- a) Project architectural historians will provide consultation during the development of the Project alternatives to ensure the historical significance of the bridge is considered.
- b) Should a USACE permit be required for the Project, a field survey would be conducted and consultation with the Texas Historical Commission (THC) under Section 106 of the National Historic Preservation (NRHP) Act would be initiated.
- c) Project architectural historians would prepare a letter report documenting historical resources in the Project area (specifically, the existing bridge) and the effects of the Project on historically significant resources.
- d) Attend the one (1) public meeting listed in Item F.6.(f).

If public notices and/or mitigation are required for this Project as determined by County, they will be provided as Additional Services if authorized, approved and processed in accordance with the PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance.

4. Archaeological Resources

Task is designed to meet requirements of the Antiquities Code of Texas and Section 106 of the National Historic Preservation Act.

- a) Prepare an application and obtain an Antiquities Permit from the Texas Historical Commission (THC);
- b) Conduct an intensive archaeological survey with shovel testing; and,
- c) Produce a report of the results for submittal to the USACE and THC. In addition, this task includes the preparation and submission of 10 copies of the final report to various repositories around the state, as required by the Antiquities Code.

5. Hazardous Materials

- a) Conduct a database search and submit a memorandum of findings to the County.

A Phase I Environmental Site Assessment is not part of the Scope of Services for this Project. If this work is deemed necessary by County, it will be provided as Additional Services if authorized, approved and processed in accordance with the PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance.

6. Public Involvement

Task includes public outreach activities designed to solicit input from the public during the development of a preferred alternative.

- a) Team coordination, up to three meetings;
- b) Database development and updates;
- c) Prepare One Public Information Fact Sheet (English and Spanish);
- d) Outreach to Affected Property Owners, HOAs, and Residents along the corridor;
- e) Lead one workshop for bicycle groups;
- f) Lead one Public Meeting, logistics, notification, and materials; and
- g) Prepare Public Meeting Summary

Public Involvement activities will be limited to the tasks described above in Task F. Any additional public outreach, if deemed necessary by County, will be provided as Additional Services if authorized, approved and processed in accordance with the PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance.

7. Bicycle and Pedestrian

Task is designed to include outreach and collaboration among local bicycle and pedestrian stakeholders during the development of a preferred alternative.

- a) Coordination with design engineers regarding bike/ped facilities. Review proposed development and adjacent land uses along Old San Antonio Road to determine potential levels of bicycling and walking and needed facilities. Field observation to plan direct and safe bicycling connections from historic bridge to proposed new roadway segments adjacent to new bridge.

- b) Stakeholder outreach to bicyclist. Meet with Austin Cycling Association representative. Phone contact with additional bicyclist stakeholders as needed.
- c) Attend up to two internal meetings with Travis County.
- d) Attend the one workshop with bicycle groups listed in Item F.6.(e) and the one Public Meeting listed in Item F.6.(f).

8. Report Deliverables and Meetings

- a) Jurisdictional Determination Report (2 hard copies and 1 electronic copy)
- b) Biological Resources Technical Memorandum of Findings (2 hard copies and 1 electronic copy)
- c) SHPO Consultation Letter Report (2 hard copies and 1 electronic copy)
- d) Archeological Survey Report (12 hard copies and 1 electronic copy)
- e) Hazardous Materials Database Review Technical Memorandum of Findings (2 hard copies and 1 electronic copy)
- f) Public Meeting Summary (2 hard copies and 1 electronic copy)
- g) Project manager to attend the one workshop with bicycle groups listed under task 6(e) above and the one Public Meeting listed under task 6(f) above.

G. HYDROLOGY AND HYDRAULIC ANALYSIS

1. DATA COLLECTION

Collect and review the existing hydrologic and hydraulic analyses for Onion Creek from City of Austin records and from FEMA. Conduct field investigations to observe existing channel characteristics.

2. HYDROLOGY

It is anticipated that peak flows obtained from the effective hydraulic model for Onion Creek will be used for this Project; therefore, no hydrologic analysis will be performed. Evaluate the adequacy and appropriateness of the effective peak flow data.

3. HYDRAULICS

Evaluate the adequacy and appropriateness of the effective hydraulic model for Onion Creek. It is anticipated that the effective hydraulic model will be used as the basis for the hydraulic analysis. The effective model will be modified as needed, including the addition of channel cross sections, based on the best available topographic data.

(a) Preliminary Phase

The proposed conditions analysis for the preliminary phase will include three design alternatives based on one assumed bridge typical section. The Engineer will design the proposed improvements such that there will be no significant impacts to adjacent properties. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions.

- (i) Alternative 1 will provide a 100-year level-of-service for the bridge crossing. Because the 100-year floodplain inundates Old San Antonio Road north of Onion Creek well beyond the anticipated project limits, Alternative 1 will not provide a full 100-year level-of-service for the entire roadway crossing.
- (ii) Alternatives 2 and 3 will include bridge configurations (overall length, bent locations, and structure depth) that will provide a level-of-service less than 100 years. These alternatives will maximize the proposed level-of-service while minimizing cost and impacts to upstream 100-year water surface elevations.

(b) Final Preferred Alternative Analysis

The final hydraulic design for the preferred alternative will be adjusted as needed for the final roadway alignment and profile and bridge configuration.

4. SCOUR ANALYSIS

It is anticipated that, based on the observed bedrock substrate at the roadway crossing, scour will not be a consideration in the hydraulic design. However, scour potential will be evaluated for the preferred alternative using an appropriate method such as HEC-18 or TxDOT TSEAS.

5. HYDRAULIC DATA SHEETS

Prepare preliminary hydraulic data sheets for the preferred roadway alignment and bridge configuration.

6. HYDRAULIC REPORT

Prepare a preliminary hydraulic report summarizing the methodology used and the results of the design alternatives analysis. Once a preferred alternative is selected, a final hydraulic report will be prepared summarizing the results of the final hydraulic design.

7. FEMA PERMITTING

The hydraulic design will be performed with a goal of no-rise in the effective base flood elevations; however, the need for a Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR) will not be determined until the preferred hydraulic design alternative is selected; therefore, the preparation of a CLOMR and/or LOMR is excluded from this Scope of Services. Any required FEMA permitting, including preparation and submittal of CLOMR and/or LOMR and coordination with FEMA during permit review process, as determined by County, will be provided as Additional Services if authorized, approved and processed in accordance with the PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance.

H. 30% DESIGN PLANS

1. RIGHT-OF-WAY DATA AND UTILITY ADJUSTMENTS

- a) Identify limits of construction and properties that could be affected by the proposed construction.
- b) Identify existing easements and utilities that could be affected by the proposed construction.
- c) Provide the limits of the proposed right-of-way and easement acquisitions to the County for preparation of Right-of-Way strip maps, sketches, and field notes.
- d) Submit preliminary list of required regulatory approvals.
- e) Use the available utility data throughout the design process. A good faith effort will be made to accommodate existing utility locations. Identify utility conflicts during the design process to allow for relocation. Coordinate with utility providers on necessary relocations. Include the existing utility information in the plans.

2. MISCELLANEOUS PLANS

- a) Develop a cover sheet indicating the Project name and number; site location; design speed; Project limits with beginning and ending stations; names and signature blocks for the project owners/partners; index of sheets; and symbology legend.
- b) Create a site layout sheet at a scale of 1"=100' that clearly indicates the limits of the entire Project. Include benchmark locations and associated control information as provided by the surveyor.
- c) Use estimate developed for the preferred alternative during the alignment study for the 30% submittal.

3. ROADWAY PLANS

- a) Create an existing typical section sheet depicting the existing conditions of the Project roadways.
- b) Create a proposed typical section sheet depicting the improvements to Old San Antonio Road.
- c) Prepare a horizontal alignment data sheet depicting the horizontal geometric information for the Project roadway included in the construction plan set.
- d) Create roadway plan and profile sheets for Old San Antonio Road showing existing conditions and how design speed, site distance, drainage, and environmental requirements are planned to be met as well as the proposed type and location of any significant structures to be included. The plan and profile sheets will be prepared at a scale of 1"=50' H and 1"=5' V.
- e) Develop preliminary design cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. Use these sections to further refine the design vertical geometry.

4. BRIDGE PLANS

- a) Prepare preliminary bridge layout sheets for new bridge.
- b) Prepare preliminary typical section sheet for new bridge.
- c) Prepare preliminary bridge layout and typical section for existing bridge.

5. QA/QC

- a) Perform a QA/QC review prior to submittal of Work Product 1.
- b) Submit an updated Project schedule with status tracking.

I. INVOICES AND PROGRESS REPORTS

1. Create and submit monthly invoices suitable for payment by the County.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the Project.

II. WORK PRODUCT 2 – 60% PLAN SUBMITTAL

A. GEOTECHNICAL INVESTIGATIONS

1. Provide all necessary manpower, equipment and materials for drilling, logging and sampling for up to two additional borings to depths of 45 feet each for the preferred new bridge configuration.
2. Provide final geotechnical engineering report.

B. UTILITY COORDINATION

1. Provide a written project notification letter and corresponding design plans to all utility owners in the Project corridor.
2. Update existing utilities on proposed plan changes based on the 60% plan submittal.
3. Coordinate with existing utilities to secure relocation plans and schedule.

C. ROADWAY PLANS

1. Update existing and proposed typical sections.
2. Update horizontal alignment data sheet.
3. Update and add detail to plan and profile sheets. Add preliminary sign and pavement marking locations to the plan and profile sheets.
4. Update and add detail to design cross sections.
5. Prepare driveway details for each driveway along the Project corridor. Develop driveway profiles as required for the Project. Show driveway tie-back slopes, as well as limits for the contractor's information.

D. BRIDGE PLANS

1. Update preliminary bridge layout and typical section sheets as needed to reflect current design features.
2. Prepare representative set of bridge details for new and existing bridge. New bridge will be designed using TxDOT standard bridge details.
 - a) Include applicable TxDOT bridge standards
 - b) Modify TxDOT standards for sidewalk
 - c) Repair details for existing bridge
 - d) Rail retrofit details for existing bridge
3. Prepare preliminary bridge summary sheets.
 - a) Estimated quantity sheet for new bridge (bid items only)
 - b) Estimated quantity sheet for existing bridge (bid items only)

E. INTERIOR DRAINAGE PLANS

1. Perform analysis and preliminary design of interior roadway and bridge drainage based on the preferred design alternative. Produce interior drainage area map depicting 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.
2. Prepare drainage design and details related to the interior drainage areas for the roadway approaches, including but not limited to drainage ditches and driveway culverts.
3. Prepare drainage design and details related to the interior drainage areas for the bridge over Onion Creek, including but not limited to bridge inlets and bridge shoulder drains.
4. Prepare data sheet depicting hydraulic calculations for interior drainage design elements.

F. WATER QUALITY

1. Perform analysis to determine the water quality impacts of the preferred alternative design based on City of Austin criteria. If required, evaluate potential best management practices (BMPs) that could be utilized to treat stormwater runoff from the Project and perform preliminary BMP design. It is anticipated that only nonstructural BMPs such as vegetative filter strips or grassy swales or in-line systems will be required.
2. Prepare a draft tech memo to document the Tasks E.1. and F.1. above.
3. Prepare design plans for any required nonstructural BMPs.

G. EROSION CONTROL

1. Prepare an erosion control plan sheet for the length of Project. 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.
2. A Storm Water Pollution Prevention Plan (SWP3) will be prepared for this job in accordance with TCEQ and Travis County regulations. These sheets will consist of the six (6) County SWP3 text sheets.

H. TRAFFIC CONTROL PLAN

1. 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.
2. Create one (1) not to scale typical plan layout of all advance warning signs for Old San Antonio Road.
3. Prepare a detailed narrative for the sequence of construction.
4. Prepare detailed traffic control plan sheets at a scale of 1"=100'. This plan will describe the maintenance of traffic and sequence of work for each phase (assume two phases) of the proposed construction. Location of work areas, temporary paving, signing, barricades and other details will be required to describe the traffic control plan.

I. MISCELLANEOUS PLANS

1. Update Project cover sheet.
2. Prepare a detailed index of sheets that shows each sheet's location in the plan set and its corresponding sheet number.
3. Update and add detail to site layout sheet.
4. Assemble draft specifications.
5. Update the opinion of probable construction cost and supply to the County in Microsoft Excel format.

J. QA/QC

1. Perform a QA/QC review prior to submittal of Work Product 2.
2. Submit an updated Project schedule with status tracking.

K. INVOICES AND PROGRESS REPORTS

1. Create and submit monthly invoices suitable for payment by the County.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the Project.
3. Meet formally once a month with the County to review Project progress.
4. Prepare Project meeting summaries for applicable meetings during the Project development process.

III. WORK PRODUCT 3 – 90% PLAN SUBMITTAL**A. SURVEYING SERVICES**

1. The Surveyor will prepare up to two (2) parcel plats with metes and bounds descriptions signed and sealed by a Texas Registered Professional Land Surveyor for additional right-of-way acquisition along either side of the existing right-of-way corridor. The actual acquisition area will be delineated from information provided by the owner or prime consultant and verified in conjunction with Item I.C.1.(m). Additionally, the Surveyor will prepare parcel plats and metes and bounds for up to two (2) temporary construction easements contiguous with the previously stated right-of-way acquisition parcels. These parcels will also be delineated from information provided by the owner or prime consultant and verified in conjunction with Item I.C.1.(m).
2. The Surveyor will remove monuments previously set within the Project limits and set monuments along the proposed additional right-of-way acquisition line as determined in Item III.A.1. The Surveyor shall, at their discretion, use 5/8" diameter iron rods with aluminum caps stamped "Travis ROW" or other durable entities for the monumentation as applicable. Aluminum caps will be provided to the Surveyor.

B. UTILITY COORDINATION

1. Provide a written Project notification letter and corresponding design plans to all utility owners in the Project corridor.
2. Update existing utilities on proposed plan changes based on the 90% plan submittal.

3. Coordinate with each affected utility company and assemble final utility company costs and documentation from each utility contacted.

C. ROADWAY PLANS

1. Finalize existing and proposed typical sections.
2. Finalize horizontal alignment data sheet.
3. Finalize plan and profile sheets. Finalize sign and pavement marking locations on the plan and profile sheets.
4. Finalize design cross sections. Calculate the cut/fill quantities from these sections.
5. Finalize driveway details for each driveway along the Project corridor.

D. BRIDGE PLANS

1. Finalize bridge layouts and typical sections.
2. Finalize bridge details.
 - a) Update standards, modified TxDOT standards as needed
 - b) Update details for existing bridge as needed
 - c) Foundation design
3. Finalize bridge summary sheets.
 - a) Estimated quantity sheet with quantities for new bridge
 - b) Estimated quantity sheet with quantities for existing bridge

E. INTERIOR DRAINAGE PLANS

1. Finalize interior drainage area maps.
2. Finalize drainage design and details related to the interior drainage areas for the roadway approaches.
3. Finalize drainage design and details related to the interior drainage areas for the bridge over Onion Creek.
4. Finalize hydraulic data sheet for interior drainage elements.

F. WATER QUALITY

1. Finalize design plans for any required nonstructural BMPs.
2. Prepare the final technical memo for the interior drainage and water quality analysis.

G. EROSION CONTROL

1. Finalize erosion control plan sheet.
2. Finalize SWP3 text sheets.

H. TRAFFIC CONTROL PLAN

1. Finalize traffic control typical sections.
2. Finalize the plan layout of all advance warning signs.
3. Finalize the detailed narrative for the sequence of construction.
4. Finalize the detailed traffic control plan sheets.

I. MISCELLANEOUS PLANS

1. Finalize Project cover sheet.
2. Finalize index of sheets.
3. Finalize site layout sheet.
4. Include tree list sheet.

J. QUANTITIES

1. Traffic Control
2. Earthwork
3. Roadway
4. Removal
5. Drainage
6. Small Signs & Pavement Markings

7. Erosion Control

K. SUMMARIES

1. Traffic Control
2. Earthwork
3. Roadway
4. Removal
5. Drainage
6. Small Signs & Pavement Markings
7. Erosion Control

L. STANDARDS, SPECIFICATIONS AND ESTIMATE

1. Download the appropriate TxDOT or City of Austin standards for the project from the State's or City's web site. Standards that require modification will be corrected and sealed by the Consultant. All other standards will have their title blocks filled out with the applicable Project data and printed for inclusion in the final plan set. The Consultant will utilize TxDOT Austin District when applicable.
2. Prepare a tabulation of applicable specifications, special specifications and special provisions for submission with the final PS&E package. The complete list of specifications will be in bid-ready format (Microsoft Word).
3. Incorporate typical Travis County general notes as applicable.
4. Update the opinion of probable construction cost and supply to the County in Transportation and Natural Resources (TNR) format.
5. Prepare an Engineer's opinion of construction schedule to determine an approximate duration for each of the phases of construction. The schedule will be prepared using Microsoft Project.

M. QA/QC

1. Perform a QA/QC review prior to submittal of Work Product 3.
2. Submit an updated Project schedule with status tracking.

N. INVOICES AND PROGRESS REPORTS

1. Create and submit monthly invoices suitable for payment by the County.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the Project.
3. Meet formally once a month with the County to review Project progress.
4. Prepare Project meeting summaries for applicable meetings during the Project development process.

IV. WORK PRODUCT 4 – 100% PLAN SUBMITTAL

A. UTILITY COORDINATION

1. Provide list of any outstanding utility relocation issues.

B. PLAN SHEETS

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

C. STANDARDS, SPECIFICATIONS, AND ESTIMATE

1. Address all remaining comments.
2. Provide plan and profiles, culvert layouts, cross sections and other sheets as required to utility providers to assist them in any relocation efforts.
3. Issue final specifications, estimate and bid quantities into bid-ready format.

D. QA/QC

1. Perform a QA/QC review prior to submittal of Work Product 4.

E. INVOICES AND PROGRESS REPORTS

1. Create and submit monthly invoices suitable for payment by the County.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the Project.
3. Meet formally once a month with the County to review Project progress.
4. Prepare Project meeting summaries for applicable meetings during the Project development process.

V. WORK PRODUCT 5 – BIDDING PHASE 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. Create and submit one invoice suitable for payment by the County.
- G. Prepare one monthly progress report for submission with the monthly invoice to provide a written account of the progress made to date on the Project.
- H. Project closeout. Provide electronic copy of all plan deliverables.

VI. DELIVERABLES

- A. Completed specific work product/plan stage documents for review.
- B. PS&E.
- C. Geotechnical Report.
- D. Engineer's Opinion of Construction costs, Project Schedule, & CPM, updated and submitted with each submittal, including at monthly invoicing.
- E. All required permits to start and complete Project.
- F. Required tracts' schematic, list of and parcel drawings and Right-of-Way strip map for right of way and easement acquisitions.
- G. Survey services with electronic and soft copy of survey on NAD 83 or as determined by Travis County.
- H. Environmental Report.
- I. Engineering and Drainage Study Report.
- J. Design calculations.
- K. Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation format, as appropriate. A set of construction plans with engineer's PE seal and signature shall be provided 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).

VII. ADDITIONAL SERVICES

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

- A. Water Quality Pond or other structural design in the event vegetative filter strips or grassy swales are not acceptable.
- B. Detention analysis and pond design.
- C. Landscape and Tree Protection sheets.
- D. Curb and gutter roadway and drainage design if the current shoulder section is revised in the future.
- E. Utility relocations.
- F. Hazardous site assessments.
- G. FEMA permitting including preparation and submittal of CLOMR and/or LOMR and coordination with FEMA during permit review process.
- H. Retaining wall layouts or retaining wall design.

APPENDIX B

Organizational Chart with Key Personnel identified

APPENDIX C

CONSULTANT'S QUALIFICATIONS STATEMENT

(SEE CONTRCT FILE)