



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 28, 2014

**Prepared By/Phone Number:** J. Lee Perry/512-854-9724; M. Brice, CPPB, 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for Travis County Cameron Road Improvements Project, RFQ No. Q120167-LP, to the most highly qualified firm, Jacobs Engineering Group, 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.
- TNR, with Purchasing's concurrence, requests contract approval for Professional Services Agreement contract to Jacobs Engineering Group, Inc. for the preparation of the construction documents for the Cameron Road Improvement Project located in Precinct One and Precinct Two.
- The services include development of road alignment and performing engineering and design services necessary for improving Cameron Road from a 2-lane road to a 4-lane arterial with bike lanes and sidewalks from Gregg Lane to SH 130.
- On July 24, 2012, the Court approved TNR and the Purchasing Office to commence negotiations with the most highly qualified firm Jacobs Engineering Group, Inc.
- The delay between negotiations and contract award are due to funding availability matters. Those issues have since been resolved.
- 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, Jacobs Engineering Group, Inc., in the amount of \$1,534,412.00.

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

➤ **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$1,534,412.00

Contract Type: Professional Service Agreement

Contract Period: Through Completion

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 40%

➤ **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: 0300000599

Funding Account(s): N/A

Comments: N/A

Contract No. 4400001021

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TRAVIS COUNTY  
AND

JACOBS ENGINEERING GROUP, INC.

FOR  
PROFESSIONAL ENGINEERING SERVICES

FOR

**CAMERON ROAD IMPROVEMENTS**

**DRAFT**

APPROVED  
DATE: 7/13/10  
BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT (PSA)

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**DRAFT PROFESSIONAL SERVICES AGREEMENT ("PSA")**

**STATE OF TEXAS**

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**COUNTY OF TRAVIS**

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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 JACOBS ENGINEERING GROUP, INC. ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of CAMERON ROAD IMPROVEMENTS (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 document, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

## **SECTION 2 BASIC SERVICES OF CONSULTANT**

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall

consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
- 2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");
- 2.2.3 all Project technical and management expertise stated in the Qualifications Statement submitted by Consultant in response to the RFQ attached to this Agreement as **Appendix 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:

STEPHANIE MESSERLI  
PROJECT MANAGER  
2705 BEE CAVES ROAD, SUITE 300  
AUSTIN, TEXAS 78746

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

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

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

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

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

but does not include:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or

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

14.7.2 "Key Contracting Person" means any person or business listed in 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 15<sup>th</sup> 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# Q120167-LP**, 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.

Contract No. 4400001021

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: Kevin Cannon  
Printed Name: KAYIN CANNON

Title: OPERATIONS MGR  
Authorized Representative

Date: 1.10.14

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

TRAVIS COUNTY, TEXAS:

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

APPROVED AS TO PROCUREMENT COMPLIANCE:

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

AVAILABILITY OF FUNDS CONFIRMED:

By: \_\_\_\_\_  
Nicki Riley  
Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT 1**  
**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

1.1 The fixed fee for the performance of the Basic Services will be the sum of **\$1,529,296.00**.

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) Work Product 1 – Schematic, Public Involvement and 30% Design \$647,864.00
- Work Product 2 – 60% Complete Design Documents \$348,324.00
- Work Product 3 – 90% Complete Design Documents \$415,103.00
- Work Product 4 – 100% Bid Ready Construction Documents \$97,156.00
- Work Product 5 – Bidding Phase and Construction Support Services \$ 20,849.00

**TOTAL: \$1,529,296.00**

**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.

Contract No. 4400001021

- 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 incurred in the performance of the Basic Services under this Agreement, at invoice cost. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$5,116.00

REIMBURSABLES TOTAL NOT TO EXCEED: \$5,116.00

#### **SECTION 5 –TOTAL AGREEMENT SUM**

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$1,529,296.00, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$5,116.00, will not exceed \$1,534,412.00.

#### **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 or Facilities Management Department].

**EXHIBIT 2**  
**HOURLY RATES**

**BASIC SERVICES AND ADDITIONAL SERVICES**

**Schedule of Rates (Hourly):**

Project Director: \$215.00/hr

Project Manager: \$186.00/hr

Senior Engineer: \$186.00/hr

Project Engineer: \$145.00/hr

Design Engineer: \$129.00/hr

Engineer In Training: \$81.00/hr

CADD Technician: \$92.00/hr

Administrative Assistant: \$70.00/hr

**DRAFT**

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

Calculation of the **324 calendar 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**

Work Product 1 – Schematic, Public Involvement and 30% Design: 110 Calendar Days

Work Product 2 – 60% Complete Design Documents: 100 Calendar Days

Work Product 3 – 90% Complete Design Documents: 72 Calendar Days

Work Product 4 – 100% Bid Ready Construction Documents: 21 Calendar Days

Work Product 5 – Bidding Phase and Construction Support Services: 21 Calendar Days

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## **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

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### **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.

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**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;

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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.

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**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 THIRTY (30) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

Contract No. 4400001021

**EXHIBIT 6**

STATE OF TEXAS        }  
COUNTY OF TRAVIS    }

**ETHICS AFFIDAVIT**

Date: 1.13.14  
Name of Affiant: KEVIN CONNER  
Title of Affiant: OPERATIONS MGR  
Business Name of CONSULTANT: JACOBS ENGINEERING GRP., INC.  
County of CONSULTANT: TRAVIS

Affiant on oath swears that the following statements are true:

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

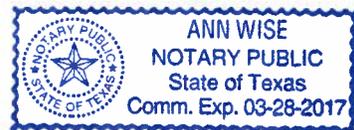
Kevin Conner  
Signature of Affiant

2705 BEE CAVE ROAD, STE 300, AUSTIN 78746  
Address

SUBSCRIBED AND SWORN TO before me by Kevin Conner on 1/13, 2014.

Notary Public, State of Texas

Ann Wise  
Typed or printed name of notary  
My commission expires: 3/28/2017



**EXHIBIT 6, ATTACHMENT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 9, 2013**

<b>CURRENT</b> Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	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) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	

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Attorney, Transactions Division .....Mary Etta Gerhardt  
 Attorney, Transactions Division .....Barbara Wilson  
 Attorney, Transactions Division .....Jim Connolly  
 Attorney, Transactions Division .....Tenley Aldredge  
 Director, Health Services Division .....Beth Devery  
 Attorney, Health Services Division .....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....CW Bruner, CTP  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Loren Breland, CPPB  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM  
 Purchasing Agent Assistant IV .....Rosalinda Garcia  
 Purchasing Agent Assistant IV .....Angel Gomez\*  
 Purchasing Agent Assistant IV .....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 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

**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.

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**EXHIBIT 7**

**HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**

(SEE SOQ)

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## **APPENDIX A**

### **ENGINEERING SCOPE OF SERVICES FOR CAMERON ROAD IMPROVEMENTS**

**PROJECT:** Cameron Road  
**LIMITS:** From Gregg Lane to SH 130  
**COUNTY:** Travis County  
**PROJECT LENGTH:** 2.1 miles

The Consultant (also referred to in this Scope of Services as the "Engineer") will provide the following engineering services required for the preparation of plans, specifications, and estimates ("PS&E"), including any necessary reports (drainage, geotechnical, and/or environmental) to validate the PS&E preparation for the construction of the Cameron Road Improvements in Travis County as described in this Scope of Services (the "Project"). The Project is located between Gregg Lane and SH 130, and is within the City of Austin ETJ and Travis County, Precinct 1. The Project includes two bridge-crossing locations to Gilleland Creek, which will be designed to TxDOT standards. The Project also includes the preparation of design schematic, meeting with affected property owners, public meetings, roadway design, hydrology and hydraulics, signing and pavement markings, structural design, signalization and preparation of environmental documents in compliance with the City of Austin environmental criteria.

The construction plan set for this Project will contain the required drawings and details pertaining to roadway and sidewalk design, storm water drainage system analysis and design (including water quality and detention), and bridge and retaining wall design. The Project includes preparing construction documents; completing land and tree surveys, geotechnical investigations and reports with analysis needed for pavement design, and alignment and intersection plans and analysis; developing roadway signage and pavement marking plans, and traffic control plans; designing and/or coordinating utility relocations; completing environmental assessments and mitigation plans or fee calculations, per the City of Austin Tree Mitigation Plan; monitoring Project cost and applying cost recovery methodologies such as value engineering; preparing and executing Project management, risk reduction and QA/QC plans; attending and leading public open house format meetings; determining requirements for right-of-way and easements, preparing schematic and final right-of-way and easement parcel exhibits, strip map, and providing technical support for acquisitions; and acquiring all appropriate regulatory permits and clearances. Compliance with National Environmental Policy Act and the National Historic Preservation Act is not required for this Project. The above-described plan set will be prepared in English units, complete with a Project Manual per County requirements, and will be suitable for the bidding and award of a construction contract through Travis County.

Services related to the design and plan production for this Project will be performed in accordance with the latest available City of Austin design manuals and supplemented with the TxDOT Roadway Design Manual, TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, or as required by the County. The roadway will be designed based on Major Arterial Divided (4 lanes) with bike lanes and sidewalks. The design speed will be 45 MPH.

The Engineer will establish a roadway geometry model and perform earthwork and paving quantity calculations using GEOPAK. The CADD and GEOPAK criteria files, which comprise the geometry model, will be provided to Travis County at the completion of the Project, and as requested during the design period. This Project will be developed using Microstation V8 and GEOPAK 2004.

Hydraulic designs and calculations for storm drains and bridge hydraulics will be performed with PC-based hydraulic models such as WinStorm, GEOPAK Drainage, HY-8, HEC-RAS, HEC-HMS, or other hydraulic models approved in advance by Travis County. The Engineer may use XP-SWMM to model and analyze possible in-line detention. Manual calculation checks of culvert hydraulics will be performed on specific structures at the request of the County. The Project is not located within the limits of the Edwards Aquifer Recharge Zone.

The services for the PS&E production will be performed according to the Performance Schedule in Exhibit 3 to the Professional Services Agreement ("PSA") and will include the tasks and products more fully described in the tasks outline below. All work requested in writing by the County that falls outside this Scope of Services will be requested, approved, invoiced and compensated as Additional Services in accordance with the procedures set forth in the PSA.

The Engineer will prepare and deliver the following specific required Work Products:

- Work Product 1: schematic, public involvement and 30% complete design documents;
- Work Product 2: 60% complete design documents;
- Work Product 3: 90% complete design documents;
- Work Product 4: 100% bid-ready construction documents; and
- Work Product 5: bidding phase and construction support services.

As described in Article 6 of the PSA, each Work Product, including Work Product 1, will require a separate, written Notice-to-Proceed issued by the County. Consultant will not be compensated for any services performed without a written Notice-to-Proceed. Each Work Product must be submitted for review and approval by the County. Upon approval by the County and receipt of a written Notice-to-Proceed to the next Work Product phase, the Engineer shall commence work on the next Work Product, in the order indicated above. *Following approval of each Work Product, the Engineer shall not commence work on any subsequent phase of the Project until he has received the Notice-to-Proceed to the next Work Product.* The review process will consist of submitting six (6) sets of the plans (11"X17). Each submittal shall include a cover letter from the Consultant stating who from the design team performed a Quality Assurance/Quality Control ("QA/QC") check. The QA/QC certification letter must be co-signed by the QA/QC reviewer and the Project Manager. The QA/QC reviewer may not be one of the design team members Allow two weeks for TNR to review and provide written comments and/or approval for each submittal. If TNR requires a resubmittal, submit two final check sets and allow two weeks for TNR to review and provide written comments and/or approval.

## **PROJECT MANAGEMENT**

1. Perform Project management tasks. The anticipated duration of the design phase for this Project is twenty (21) months. In the event that the schedule is revised by the County, this scope item will be revised through a contract modification, executed in accordance with the PSA, to adjust the level of effort required accordingly. In the event that the schedule is revised by the Engineer, no additional compensation will be provided.
  - A. Meet on a scheduled basis with the County to review Project progress. It is anticipated that the Engineer and the County will meet a minimum of twenty (20) times. The Engineer will provide meeting summaries within five (5) working days of the meeting to all attendees.
  - B. Conduct internal meetings with the Consultant design team on a monthly basis or as needed for the duration of the Project.
  - C. Provide Contract Administration
  - D. Provide Project Management
  - E. Attend a kick-off meeting with the County.
  - F. Attend and direct 30%, 60%, 90% and 100% design review meetings.

- G. Conduct one coordination meeting with TxDOT
  - H. Keep Project on track and on budget.
  - I. Update Project design schedule on a monthly basis
  - J. Prepare monthly invoice & monthly progress report including monthly updates to design schedule
  - K. Secure permits listed under the permit section of this scope document.
2. Deliverables:
- Meeting reports.
  - Monthly invoice, progress reports for work being invoiced, and an updated design schedule.

## **ROUTE AND DESIGN STUDIES**

1. Gather and review all available information pertaining to the Project.
2. Attend and participate in the Design Concept Conference.
3. Develop roadway design criteria and prepare the Design Summary Report (DSR).
4. Develop and assemble preliminary construction cost estimates at 30% milestone submittal.
5. Perform field investigations to gather information for the further development of the construction plans.
6. Prepare exhibits for preliminary design corridors for alternatives to present to affected land owners for input (up to 3 alternatives). The exhibits will be developed using available TNRIS and CAPCOG imagery, GIS data, and County provided LIDAR contours.
7. Recommend a preliminary preferred route alignment based on the analysis of different routes, stakeholders input, evaluation criteria matrix (environmental constraints, etc.), and County concurrence. The evaluation matrix shall include factors such as current and future land use, geographic features, displacements, utility impacts, environmental impacts, cut/fill analysis, ROW, and cost.
8. Revise horizontal alignment data, if necessary.
9. Develop vertical alignment data for the preferred alternative.
10. Develop super-elevation data for the preferred alternative.
11. Develop preliminary GEOPAK cross sections for the preferred alternative.
12. Estimate ROW and easement requirements for preliminary alignment alternatives (up to 3 alternatives). This will be an estimate, not based on cross-sections, but based on a previous 6-lane schematic.
13. Prepare schematic design (plan and profile) for one preferred alignment. This schematic will be presented to Travis County for approval. The schematic shall contain:
  - A. Preliminary Horizontal Alignment
  - B. Preliminary Vertical Alignment
  - C. Typical Sections
  - D. Preliminary Hydraulic Studies
  - E. Proposed Drainage Structures
  - F. Existing Right-of-way (ROW)
  - G. Proposed ROW and easements w/ address and ownership
  - H. Existing and planned utilities based on record information and visual inspection
  - I. Proposed Bridge Locations and sizes
  - J. Preliminary Cost Estimate
14. Perform Soil Core Hole Drilling for Bridges (4 Holes) to a depth of 55 feet or 3 feet into bedrock. Texas Cone Penetration Tests (TCP's) will be performed every five feet until termination depth. Wincore will be used to create the boring logs.
15. Perform Soil Core Hole Drilling for Retaining Walls (4 Holes) to a depth of 30 feet. Texas Cone Penetration Tests (TCP's) will be performed every five feet until termination depth. Wincore will be used to create the boring logs.
16. Perform Soil Core Holes for pavement design every 500 feet and at adjacent points to stream or channel crossings to a depth of 10 feet each. Wincore will be used to create the boring logs.
17. Perform Pavement design in accordance with City of Austin Transportation Criteria for review and approval by Travis County. HVJ will design three different flexible pavement section alternatives

(HMAC over, CTB/LTB, and FLEX base, with one or more alternatives to include geogrid) to achieve a 20-Year Design Life. The County will approve the materials to be considered for the design. The pavement design will include estimate of ESALs using the AADT and traffic loads (% trucks) data to be obtained by Jacobs from the available CAMPO GIS model, lab test results, and borings. The TxDOT pavement design procedure will be followed, using FPS21W analysis program. The traffic data required includes current and projected traffic counts and truck percentages. Because the proposed alignment is approximately 75% along existing road, HVJ will use one day of nondestructive deflection testing (NDT) with the Falling Weight Deflectometer (FWD) to calculate subgrade design parameters, as per TxDOT requirements. The data may also be used to finalize boring locations so geotechnical data is collected to reflect any changes in subgrade conditions identified by the NDT data profiles. HVJ will review the construction documents at the various submittal phases to confirm HVJ's pavement design recommendations are properly addressed.

18. Perform geotechnical testing for Bridge, Retaining Walls and Pavement Design. Testing will include moisture contents, percent passing #200 sieve, atterberg limits, unconfined compressive strength testing on soil/rock, consolidated undrained tests, sulfate tests, pH tests, and lime series by pH method.
19. Perform sediment sampling and gradation analysis along Gilleland Creek sufficient for the bridge scour and bank stability analysis. This is considered D50.
20. Prepare Geotechnical Engineering Report. The geotechnical report will include one worst case global stability design, and one cross section MSE wall factors of safety for sliding, overturning, and bearing capacity. In addition, specifications, special specifications, and special provisions, design parameters including allowable bearing pressure, passive earth pressure, friction factor, and lateral earth pressures will be included.
21. Deliverables:
  - Design summary report (DSR)
  - Roll plot of the preliminary alignments under consideration with the constraints mapping to be used at the public meeting open house.
  - Roll plot of the schematic for the recommended alignment to be used at the public meeting.
  - Draft and final geotechnical report.

## ENVIRONMENTAL STUDIES

1. Critical Environmental Features (CEFs) – The study area (1000' from each centerline) will be investigated to determine the presence of COA-defined Critical Environmental Features to include, but not limited to, bluffs, canyon rim rocks, caves, sinkholes, springs, and wetlands.
2.
  - A. Water CEF – Wetland – The Engineer will conduct a field investigation to determine the presence or absence of U.S. Army Corps of Engineers (USACE) jurisdictional waters (including wetlands) and other water-related CEFs in the Project area. Delineation of these features will take place as necessary, and wetland determination data sheets will be prepared. The crossing of Gilleland Creek will likely be identified as a jurisdictional water of the U.S. and will be documented appropriately. As with Gilleland Creek, if other jurisdictional waters (including wetlands) are identified, Consultant will prepare documentation according to USACE protocol under Section 404 of the Clean Water Act. Geographic Information Systems (GIS) mapping will reflect data points and limits of the jurisdictional wetlands/water-related CEFs with respect to other environmental features in the Project area. A 150-foot buffer around the CEFs will be portrayed on Project area mapping. If necessary, the information collected for this task could also be incorporated into a coordination letter to the USACE.
  - B. COA defined Erosion Sites – Types 1, 2, 3 – No specific analysis or deliverables for these issues have been included in this Scope of Services; however, these sites will be documented if encountered. Additional analysis will require Additional Services, which will be requested and performed in accordance with the PSA and, specifically, Exhibit 1.

- C. COA defined Woodlands – A limited field investigation will identify COA-defined woodlands, including priority and other significant woodlands as mapped by the COA in conjunction with the field effort for the vegetation/habitat analysis (see Threatened and Endangered Species). A summary of this information will be prepared.
- 3. Creeks and Waterways
  - A. Creeks and Waterways – The Project crosses the main channel and a potential tributary to Gilleland Creek. Project area creek settings will be documented to include name, watershed name, and waterway classification.
  - B. COA Critical Water Quality Zone – The Critical Water Quality Zone will be mapped (in cooperation with engineering staff) as relevant to the Project area.
  - C. Floodplains – The 100-year floodplain will be mapped.
  - D. Utility Line Crossings/Parallel runs along the Waterway – Utility line crossings and parallel sections may require evaluation. The Engineer will obtain the necessary engineering information and prepare text documentation, photographs, and mapping that could be used to support a Nationwide Permit (NWP).
  - E. TCEQ Issues – The proposed Project is not located over the Edwards Aquifer transition, contributing, or recharge zones. The Engineer will describe the relevant TCEQ issues for compliance and provide coordination assistance.
- 4. Individual Section 404 Permit Coordination (to be additional services if required)
  - A. This Scope of Services assumes that an Individual Section 404 Permit will not be necessary and clearance can be pursued under Nationwide Permit # 14 without Pre-Construction Notification (PCN). This subtask potentially includes written coordination with the USACE and preparation of appropriate documents required under the nationwide permit.
- 5. Threatened and Endangered Species
  - A. Endangered Species Issues – A field investigation will be conducted to determine whether or not any habitat appropriate for listed species is located in the Project area. Dominant herbaceous, shrub and tree species will be documented and results of this analysis will be included in the EA in order to support affect/impact findings (or the lack thereof).
  - B. Provide Endangered Species Act (ESA) Compliance Documentation for no more than two FEMA CLOMR applications.
- 6. Archeological/Cultural Resources
  - A. Archeological/Cultural Resources – The cultural resources scope of work for this Project will consist of State and City agency coordination through the Texas Historical Commission (THC). Background research will be conducted in the electronic site files of the THC to identify previously recorded historic and archeological sites and surveys in the proposed Project area. Following this task, in consultation with the County, a coordination letter will be prepared to introduce the Project to the THC and provide recommendations to achieve Project regulatory clearance under the Antiquities Code of Texas (ACT). This Scope of Services assumes that this Project will require intensive field survey for full ACT compliance.

With THC concurrence, the Project will include a 100-percent intensive archeological survey and, if necessary, backhoe trench excavations at locations that have been determined, through background review, to have potential to house intact, deeply buried, cultural deposits. All previously documented sites within the Project area will be revisited and assessed with subsurface testing to determine current site condition and degree of disturbance. Additionally, newly documented sites within the area will be assessed for State Archeological Landmark (SAL) eligibility. As per THC standards, a minimum of six subsurface tests will be placed in all newly discovered intact, buried sites. Following the survey, a report will be prepared for the client and the THC detailing the results of the investigations. The report will coordinate all requirements necessary to achieve regulatory clearance for construction to proceed, including SAL recommendations for all documented sites, and, if necessary, avoidance strategies. The Project assumes the County will achieve right-of-entry to all required locations. This scope does not include any additional archeological investigations recommended by the THC subsequent to

the survey and coordination/acceptance of the technical report. If so recommended by the THC, these services can be arranged under a separate scope and budget. Any such Additional Services will be requested and performed in accordance with the PSA and, specifically, Exhibit 1. Furthermore, it is assumed from an examination of topographic and aerial maps that no historic-aged structures are located within the Project area. If structures are identified, the THC may require an assessment by a qualified architectural historian. Hicks & Company can provide a scope and cost estimate for this effort in the unlikely event that the need should arise.

7. Government Records Review for Hazardous Materials & Closed Landfills
  - A. An ASTM database search for hazardous materials will be conducted and analyzed for this Project. In addition, appropriate databases documenting closed MSW landfills (e.g., CAPCOG Closed Landfill Inventory) will be analyzed for the Project corridor. Any constraints related to hazardous materials or closed landfills will be described and mapped in the EA.
8. Parkland
  - A. It is assumed that this Project corridor is entirely upon private property and does not traverse City, County, State or Federal parkland property; however, a very small amount of time will be allocated to confirm this assumption.
9. Tree Survey:
  - A. A tree survey within the limits of the roadway will be performed. The tree survey will be conducted in accordance with Section 3 of the City of Austin Environmental Criteria Manual (ECM) by the Project land surveyor. Mapping of significant trees will be included in the EA.
10. Environmental Permits, Issues and Commitments (EPIC) form will be prepared in coordination with engineering staff.
11. Deliverables:
  - THC Clearance Letter

## **PREPARATION OF A COA ENVIRONMENTAL ASSESSMENT (EA)**

An EA will be prepared in accordance with City of Austin Environmental Criteria Manual. The EA will include a Hydrologic Element, Vegetation Element, and Utilities Element, and other items required per the COA ECM (if applicable). Major parts of the EA are identified as noted below.

1. Project Description and Need – section will be drafted for inclusion in EA based upon engineering, traffic and land use information.
2. Descriptions of Alternatives
  - A. Descriptions of Project alternatives will be prepared including No Action and Proposed Action alternative(s). The descriptions will be based on engineering information.
3. Description of the Affected Environment
  - A. Components of the affected environment to include topography, geology, soils, water resources, biological resources, and cultural resources will be described.
4. Impact Assessment
  - A. Effects of the Project alternatives on the existing natural and cultural resources will be evaluated. This will include effects of the alternatives on components of the environment and a comparison of impacts between the alternatives.
5. Deliverables:
  - Draft and Final EA

## **ADDITIONAL AGENCY COORDINATION**

1. Exclusions: Agency coordination that has not been included in the previous tasks will be conducted as needed or required. This may include preparation of initial coordination letters to the Texas Parks and Wildlife Department, U.S. Army Corps of Engineers (USACE), and U.S.

Fish and Wildlife Service, and compilation and evaluation of agency responses if required by the County or the regulatory agency having jurisdiction. Section 404 Permit Compliance coordination is included.

## **PUBLIC INVOLVEMENT**

The public involvement process will consist of two (2) meetings. The first meeting will be an open house format to present the public with up to three (3) alignment alternatives. The multiple alignments will be presented on one exhibit, with any known environmental constraints also presented. Each alternative will be developed to a level that includes horizontal/vertical alignments, basic cross-sections, basic drainage patterns, and anticipated easement requirements. The evaluation matrix developed as part of the route studies will also be presented at the open house. The objective of the open house meeting is to obtain public input on the alignment alternatives under consideration.

The second meeting will be in a public meeting format. The Engineer will present the preferred alignment based on further analysis and the public comments received in the previous open house.

1. Develop and maintain a Project distribution list. The initial contact list will be developed to include property owners adjacent to the Project corridor and those located within 1000' of the Project corridor.
2. The list will be compiled from available e-mail contacts for area representatives and agencies (TxDOT, school district, area County Commissioner, etc.) and those individuals that sign up at the public meetings to be included in the distribution list.
3. Develop and maintain a Project Facebook site.
4. Schedule, advertise and direct two (2) meetings, as described above, to collect information and to inform interested stakeholders of the elements of the proposed Project and unveil proposed alignments, and recommended alignment. The Engineer will:
  - A. Prepare Project exhibits.
  - B. Attend a preparatory meeting with the County in advance of each meeting.
  - C. Prepare legal notices for publication with review by the County. The notice will be a 30-day notice.
  - D. Secure a facility for open house and public meeting. Any fees for facility rental, tables, chairs, screens, or AV equipment will be the responsibility of the County.
  - E. Provide personnel to staff the open houses, estimated at 4 people for each meeting.
  - F. Notify property owners, and other interested or affected individuals, groups, or agencies via email, usps, site postings, internet, TCTV, Commissioners Court, etc.
  - G. Prepare and collect sign-in sheets.
  - H. Set up the meeting facility as needed.
  - I. Prepare a Summary of Open Houses (including photos, handouts, exhibits, sign-in sheets, legal notices, etc.)
5. Schedule, coordinate and conduct meetings with each of the Affected Property Owners, estimated at twenty (20) meetings.
6. Prepare meeting minutes of each one of the meetings. The summary will include the purpose of the meeting, agenda topics, meeting highlights, and follow-up action needed, if relevant.
7. Deliverables:
  - Public meeting exhibits
  - Summary of open house reports
  - Meeting minutes from property owner meetings

## **PERMITS**

1. The Engineer is responsible for identifying and acquiring ALL permits required for the construction of this roadway Project. The only permits anticipated are the Travis County Development Permit and a

TDLR permit. Any additional permits that may be required will be handled as Additional Services, which will be requested and performed in accordance with the PSA and, specifically, Exhibit 1.

2. The Engineer will process all permit applications. Processing includes coordination, advance preparation for pre-submittal meetings with the County in relation to the County development permit.
3. The Engineer will process a Travis County Development Permit for the Project.
4. The Engineer will prepare and submit to TDLR, the TDLR review submittal package. The County will provide any applicable application fees.
5. Deliverables:
  - County Development Permit
  - TDLR Permit

## **RIGHT OF WAY/EASEMENTS**

1. In addition to the ROW, easements, staking, and topographic survey, identify areas where temporary construction/driveway easements or agreements may be required. It is anticipated that there will be 143 parcels for ROW and easements.
2. Identify areas where additional right-of-way, drainage easements, or right-of-entry may be required. Notify the County in writing of the need and justification for such action.
3. Deliverables:

Provide ROW and easement scroll plot for review with Travis County and landowners. The ROW documents will be handled as a deliverable under the survey section. This section will cover the Engineer's designation of ROW and easements for review/negotiation with land owners prior to legal documents being prepared.

## **UTILITY COORDINATION**

1. Assist the County in planning, coordinating, and attending utility adjustment meetings with all affected utility companies within the limits of the Project, estimated at six (6) meetings. These meetings will establish the preliminary schedule for the respective utility adjustments performed by others. Additional meetings included are attending two (2) meetings for 30% and 60% plans with the AULCC to coordinate through the City of Austin.
2. If available, utilize Subsurface Utility Engineering (SUE) information (provided by third-party consultants under separate contracts with the County). to locate and map existing underground utilities. Others here means not by this consultant and not under this scope.
3. Coordination with utility companies for the required adjustments to utilities at the plans adequate review. Utility Adjustment Plans are anticipated along and crossing Cameron Road and this work will be performed by others including review. These plans will also be reviewed by the Engineer. This work includes reviewing relocation plans provided by utility companies to confirm that the proposed relocated utility will not conflict with proposed roadway improvements and for adherence to other Project requirements, Meeting with utility owners, utilizing record information provided by utility owners and other archival sources.
4. Utility Layout (Utility Conflict Plan): Maintain a utility layout in Microstation format, using available surveyed One-Call information, and/or SUE information if available. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity of relocations and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared under an existing SUE contract, if available, or surveyed One-Call and make a determination of the following, using the best available data;
  - A. Facilities in conflict with the proposed Project that are to be relocated.
  - B. Facilities to be abandoned in place.
  - C. Facilities to remain in service and in place that do not appear to be affected by the proposed improvements, and meet the City of Austin or Travis County requirements for remaining in place as-is.

5. Prepare and maintain a utility conflict matrix for all utilities within the Project area. This will include:
  - A. Dates for relocation design and clearance dates.
  - B. Communication logs, including email, phone and meetings.
  - C. Contact information for each utility
6. Deliverables:
  - Utility layouts (Utility Conflict Plan), per item 4, based on best available surveyed data to be included in the PS&E.
  - Utility Coordination notebook, to include conflict matrix, communications, meeting logs, etc.

## FIELD SURVEYING

Surveying services shall be limited to the area approximately shown on Figure 1 and will be provided in accordance with the following:

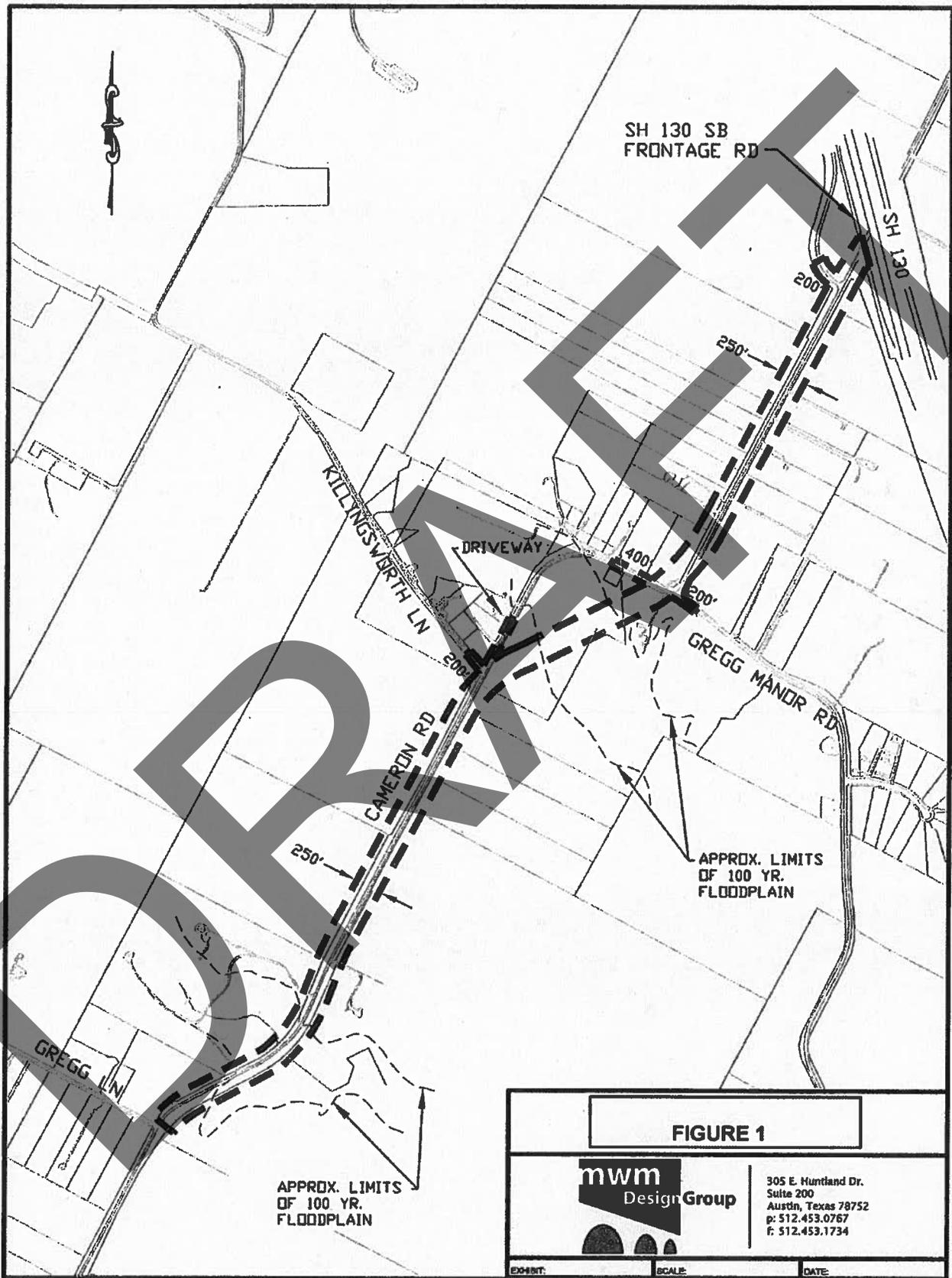
1. Identify affected private properties, provide owner name and mailing address for use in access notification by Travis County, provide actual property address, and coordinate access with owners.
2. Establish horizontal and vertical control based on SH 130 roadway project (Texas State Plane, Central Zone NAD 83). Establish benchmarks, at locations not likely to be destroyed during construction, not more than 1000' apart and provide sufficient horizontal control at locations not likely to be destroyed during construction near survey limits for use as construction baseline.
3. Field search and locate monumentation on existing ROW's and boundary lines within limits of survey and/or affected by proposed ROW or easement acquisition.
4. Obtain and review title reports for 35 tracts along or adjacent to Project corridor.
5. Obtain and review deeds/plats pertaining to survey area and adjacent properties identified from Travis Central Appraisal District records and perform calculations and analysis to re-establish existing ROW/boundary lines.
6. Obtain conveyance instruments for existing ROW and easements.
7. Prepare preliminary ROW mapping showing existing ROW's and boundary lines, owner name, book and page information, subdivision name, lot and block number, TCAD parcel number and existing easements within or adjoining Project corridor.
8. On one approved alignment, field stake (one-time) PC's, PT's, PI's, and approximately every 100' along curves and approximately every 500' minimum (or sufficient for visual line) along tangents of proposed centerline alignment not within existing ROW.
9. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features, including but not limited to pavements, pavement marking, curbs, driveways, sidewalks, ADA ramps, signs, fences, retaining walls, mailboxes, utility meters, utility valves, fire hydrants, power poles, light poles, guys, overhead utility lines, manholes (including inverts), clean-outs, pull boxes, wing walls, inlets (including inverts), culverts (including inverts), headwalls, riprap, underground utility markers (signs, flags, paint marks) and other surface utility appurtenances.
10. Provide size, location, subspecies and tree tag for trees 8" or greater in diameter within limits of survey.
11. Provide contours at one foot interval along limits of survey. Elevations will be taken on an approximate 50'x 50' grid, at abrupt changes in grade and along drainage courses. Elevations of survey points will be on a separate level, but will not be part of the final plotted drawing. Breaklines shall be provided along tops and toes of the natural and man-made terrain.
12. Provide topographic survey for proposed off-site pond locations (multiple sites). Location and configuration of areas shall be defined by the Consultant and will be limited to 5 acres in total area for the multiple sites. This survey is intended to cover water quality pond location that will be needed adjacent to the roadway.
13. Provide cross sections at Gilleland Creek and Branch of Gilleland Creek approximately every 100' extending 500' upstream and 500' downstream from proposed alignment and to the approx. 100 year

flood plain line on each side. Survey in this area is for hydrology study purpose and will not include contours or location of trees.

14. Provide field survey in support of the wetlands delineation(s) and Ordinary High Water Mark (Critical Environmental Features). This may have to be collected on a separate trip. No additional fees will be assessed for multiple site visits.
15. Stake locations for bridge and retaining wall borings. Provide horizontal and vertical data for boreholes along Project corridor. No additional fees will be assessed for multiple site visits.
16. Provide a drawing showing data outlined above as one base map provided on 11" x 17" sheet size at a scale of 1"=50' and as a MicroStation file. Data shall include 2d topographic file, 3D digital terrain model file, TIN and an ASCII point list of survey points.
17. Prepare final ROW maps at a scale of 1"=100'.
18. Prepare metes and bounds description for 106 proposed easement/ROW parcels/parts. Each part of parcels having more than one part will be counted as one parcel. Metes and bounds descriptions will not be provided for temporary easements.
19. Prepare parcel sketch for 143 proposed easement/ROW parcels/parts. Each part of parcels having more than one part will be counted as one parcel.
20. Provide closure and area calculations for proposed easement/ROW parcels/parts.
21. Provide field staking as described in metes and bounds description. Proposed ROW parcels shall be staked at proposed Pc's, PT's, Pl's and at intersection with parent tract lines. Easement staking shall be limited to parent tract corners needed for future re-establishment of proposed parcel. This item does not include staking of all easement/ROW parcel corners or staking of points along easement/ROW parcel lines for visual inspection.
22. Deliverables:
  - 2D Microstation V8 file with topographic mapping on NAD 83 or as determined by Travis County
  - 3D Microstation V8 file with survey points and breaklines on NAD 83 or as determined by Travis County
  - ASCII point list text file
  - Existing ground surface .tin
  - ROW and easement strip map
  - Parcel sketches
  - Metes and bounds descriptions for permanent ROW and easements only

#### **Land Surveying**

Complaints on the land surveying services can be directed to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, Austin, Texas 78753, (512) 239-526.



## ROADWAY DESIGN CONTROLS

1. Provide roadway design in accordance with the current edition (at the time of NTP) of the TxDOT Manual of Roadway Design, AASHTO, and *City of Austin Transportation Criteria Manual*. The Engineer will develop roadway geometry and provide plan and profile sheets showing all customary applicable items not limited to the following list:
  - A. Calculated roadway centerlines for new mainlanes, cross-streets, and driveways. Show horizontal control points.
  - B. Pavement edges for all improvements including mainlanes, cross-streets, and driveways.
  - C. Lane and pavement width dimensions
  - D. Locations, lengths, and widths of proposed structures
  - E. Traffic flow direction on all roadways. Show lane lines and/or arrows indicating the number of lanes.
  - F. Control of access line, existing and proposed right of way lines, and all easements
  - G. Begin and end super-elevation transitions and cross-slope changes
  - H. Limits of concrete rip-rap, rock rip-rap, block sod, and seeding
  - I. Locations of existing structures
  - J. Benchmark information
  - K. Calculated profile grade for proposed mainlanes and cross-streets
  - L. Vertical and horizontal curve data
  - M. Existing and proposed profiles along the centerline of the mainlanes, approaching a balance cut/fill situation.
  - N. Superelevation info.; %, grades, runout, transition, etc.
  - O. Water surface elevations at major stream crossings for 10-, 25-, 50-, and 100- year storms
  - P. Locations of known existing and proposed utilities
  - Q. Subgrade elevations at profile grade lines and ditch flow lines, labeled with offsets and elevations
  - R. Locations of proposed and existing storm sewer lines and culverts
  - S. Location and identification of soil borings
2. Develop, but not limited to, the following sheets:
  - A. Title Sheet
  - B. Index of Sheets
  - C. ROW & Easement Strip map
  - D. Project Layout
  - E. Proposed Typical Sections
  - F. Existing Typical Sections
  - G. Plan and Profile Sheets for mainlanes and all cross streets (1"=50' scale)
  - H. Horizontal Alignment Data Sheet
  - I. Miscellaneous Detail Sheets
3. Develop design cross-sections for all proposed and existing roadways. Submit design cross-sections in electronic format and on 11"x 17" paper plan sheets. Provide the following details for each section, as applicable:
  - A. Widths of all travel lanes, shoulders, outer separations, borders, curb offsets, and rights of way, and easements
  - B. Control lines including profile grade line and centerline
  - C. Existing natural ground line, finished grade line, and ditch section, including side slopes and flow lines. Label all control lines with offsets and elevations.
  - D. Limits of sodding/seeding, rock riprap, embankments, and excavations
  - E. Locations and identification of longitudinal joints, concrete traffic barriers, sidewalks, and common existing or proposed structures such as retaining walls
  - F. Extents and geometry for all side slopes

4. Provide intersection layouts detailing the geometry and drainage design of each cross street, may need intersection grading plans. Include curb returns, transition length, stationing, offsets and drainage details, and any transitions to existing roadways.
5. Determine roadway quantities including cut and fill, ensuring a reasonably balanced design. Prepare quantity summary sheets.

## **DRAINAGE DESIGN**

1. Develop drainage design criteria per City of Austin and include into the DSR.
2. Perform field investigations to gather information for the further development of the construction plans.
3. Coordinate with the geotech regarding location and number of sediment samples required for the bridge scour analysis.
4. Design work for Gilleland Creek and Gilleland Creek Tributary 2 shall include the following:
  - A. Perform research at the County, City, and Federal Emergency Management Agency (FEMA) level to determine existing flood studies that have been performed on Gilleland Creek and Gilleland Creek Tributary 2. We will also perform field investigations to confirm and/or determine the necessary H&H input data and identify site conditions (such as Manning's roughness coefficients, etc.)
  - B. Using the Effective H&H models for Gilleland Creek and Gilleland Creek Trib. 2, verify and correct, if necessary, the Project specific hydraulic model for the pre-Cameron Road conditions. Use HEC-RAS to assist with the development of the peak water surface elevations and velocities. Will revise (add or modify) channel cross sections from approximately 500 feet downstream of the proposed Cameron Road to a distance 500 feet upstream of the proposed Cameron Road using one-foot topographic contour mapping. Will model two sets of flows to determine the peak water surface elevations and velocities: a) Existing Land Use Conditions 10-, 50-, 100-, and 500-year flows, b) Ultimate Land Use Conditions 25- and 100-year flows.
  - C. Prepare proposed bridge HEC-RAS model and a summary of bridge hydrologic and hydraulic data for inclusion in the plan set.
  - D. Work with bridge designer to develop appropriate bridge geometry.
  - E. Perform a bridge scour analysis and provide summary sheets for inclusion in the plan set.
  - F. Streambank stability designs for the width of the ROW upstream and downstream of the proposed bridge across Gilleland Creek and Gilleland Creek Tributary 2.
  - G. Prepare signed, sealed, and dated drainage report for the Gilleland Creek crossings.
5. Develop culvert and storm drain design and details as applicable and in accordance with the most current edition (at the time of NTP) of the City of Austin's *Drainage Criteria Manual*. They will be designed for a 25-year storm and check for the 100-year storm potential impacts to adjacent properties. Examine COA and TxDOT's drainage criteria requirements for overtopping depth of Major Arterial Divided roadways. Through evaluation with the County, it may be deemed necessary to design culverts at a 100-yr storm so as not to overtop the roadway or negatively impact adjacent land owners any worse than existing conditions. Design work includes all applicable items from the following list:
  - A. Develop Project-specific hydrologic models, an existing model for the pre-Cameron Road conditions and a proposed model for the post- Cameron Road conditions to determine 25- and 100-year peak flow rates to use in the Culvert and Storm Sewer Design. For the existing condition, the peak flow rates will be compared against a second set of peak flow rates using recent TxDOT-USGS reports and recent regional regression equations for general reasonableness.
  - B. Prepare a summary letter report which will include tables showing results and calculations, models, exhibits (sub-areas and HEC-RAS cross sections maps) and methodology discussion.
  - C. If necessary, use the above proposed model to create a proposed model with any detention that will be required as part of the Project.
  - D. Prepare drainage area maps
  - E. Prepare plan/profile sheets for storm drain systems and layouts for outfall ditches and channels.
  - F. Prepare culvert layouts including both new and replacement structures.

- G. Prepare details for items such as manholes, inlets, junction boxes, headwalls, and other end treatments. Includes BCS sheet. Use standard details from the COA, TxDOT or Austin District standards list where appropriate.
  - H. Prepare drainage details for outlet protection, outlet structures, and utility accommodation structures.
  - I. Identify areas requiring trench protection, shoring, and de-watering.
  - J. Identify potential conflicts, including utility conflicts and conflicts with proposed construction phasing plans.
  - K. Identify existing ground elevation profiles at right of way lines on storm sewer plan and profile sheets
  - L. Provide bridge inlet spacing and conduit flow requirements for the bridge design.
  - M. Submit drainage features to allow development of GEOPAK cross sections.
  - N. Determine if additional drainage easements are required. Assist roadway design team with identifying any necessary channel easements during the corridor selection process.
  - O. Preparation of Hydraulic Data Sheets for storm sewer design and any bridge-class culverts.
  - P. Adjust preliminary drainage design.
6. Develop and design stormwater detention necessary for application to the City of Austin Regional Stormwater Management Plan (RSMP). Design work includes all applicable items:
    - A. Meet with City staff to discuss RSMP pertaining to this Project.
    - B. Prepare and submit the RSMP application.
    - C. Address comments from City review and resubmit.
  7. Develop potential storm water quality BMP scenarios to include rain gardens, vegetative filter strips, vegetative channel, etc., for consideration on this Project. Present a short memo describing each method as well as the pro's and con's of each. Prepare typical schematic design showing all necessary features. This schematic will be presented to Travis County for acceptance.
  8. Develop the following plans:
    - A. Storm water pollution prevention plans (SW3P) and erosion control plans (collectively referred to as SW3P) for each phase of construction. Develop SW3P to minimize potential impact to receiving waterways and in conformation with the traffic control plans. Develop SW3P in conformance with the traffic control plans and TCEQ regulations in order to minimize potential impact to receiving waterways. Include text describing the plan, quantities, type, phase, and locations of erosion control devices and any required permanent erosion control measures. Include methods to allow for phased construction in keeping with new COA requirements.
    - B. Coordinate SW3P with the tree protection plans.
    - C. Plans for temporary drainage facilities. Develop plans for temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent projects without significant impact to the hydraulic capacity of the area.
    - D. Temporary erosion control plans. Develop plans incorporating temporary storm water management devices including flexible sediment logs, silt fence, rock filter dams, sediment traps, flocculants, and stabilized construction entrance/exits.
    - E. Permanent erosion control plans. Develop plans showing proposed revegetation, including concrete riprap, rock rip-rap, seeding and sodding. .
    - F. Erosion Control Details. Develop details for related items not covered by existing County, City or TxDOT standard details.
  9. Design and detail water quality feature located parallel to the roadway or under the proposed bridge near each abutment. It is assumed that no structural walls will be required for water quality ponds. The work will include:
    - A. Calculate the required water quality pond volumes for each location.
    - B. Calculate the reduced runoff CN resulting from providing decentralized water quality volumes placed along the roadway which should result in a reduced requirement for detention.
    - C. Prepare water quality facility layouts.
    - D. Prepare water quality facility details for the filter and outlet structures.

- E. Prepare drainage details for storm water quality features to possibly include pretreatment inlets, wet vaults, infiltration trenches, rainwater harvesting or other BMP's.
  - F. Prepare Miscellaneous details for special inlets and drainage structures. Consideration will be given to the use of stormwater pretreatment inlets that would exist just upstream of the traditional storm inlets.
  - G. Revise horizontal drainage alignment of water quality features.
  - H. Revise vertical drainage alignment of water quality features.
10. Prepare quantity summaries and cost estimates for all drainage, SWPPP and water quality items.
  11. Provide completed County SW3P sheets in the plan set.
  12. Prepare construction specifications for stormwater facilities. Assume that TxDOT's and, on a limited number of items, the City of Austin's specs and numbering system will be used.
  13. Sequence of work narrative describing all phases of drainage work, addressing measures of erosion and sediments controls.
  14. Deliverables:
    - Drainage report for Gilleland Creek crossings
    - Bridge scour analysis
    - Streambank stability design
    - Drainage area maps
    - Culvert layouts
    - Storm sewer plan/profile sheets
    - Storm sewer computations
    - Storm sewer details & standards
    - Storm water quality treatments
    - Storm water detention (to include RSMP application)
    - Storm water pollution prevention plans
    - Storm water quality BMP schematic and memo
    - Drainage summaries
    - Drainage specifications

## **SIGNING AND PAVEMENT MARKINGS**

The Engineer will provide signing and pavement markings plan sheets for Cameron Road from the intersection with Gregg Lane on the southern end of the Project to SH 130 on the northern end of the Project. The signing standards will follow City of Austin standards.

1. Prepare drawings, specifications, and details for non-standard signs. Sign detail sheets should include the following items, as applicable:
  - A. Illustrations of non-standard proposed signs
  - B. Dimensions, lettering, , borders, and corner radii for small signs
2. Provide the following information on sign/pavement marking layouts:
  - A. Roadway layout
  - B. Centerline with station numbering
  - C. Right of way limits
  - D. Culverts and other structures that may present a traffic hazard
  - E. Existing signs to remain, to be removed, or to be relocated
  - F. Proposed small signs. Illustrate and number of all proposed signs
  - G. Proposed markings including pavement markings, object markings, and delineation. Illustrate and quantify all proposed markings
  - H. Direction of traffic flow on all roadways
  - I. Locations of any changes in the number of lanes
3. Detail permanent pavement markings and channelization devices on plan sheets.

4. Select signs from the most recent TxDOT and COA standards.
5. Select sign supports from the most recent COA standards.
6. Select pavement markings from the most recent TxDOT or City of Austin standards.
7. Provide quantities for signing and pavement markings
8. Provide sign/pavement marking summary sheet.
9. Prepare summary of Small Signs.
10. Deliverables:
  - Signing and striping plan/profile sheets.
  - Signing and striping summary sheets.

### **TREE PROTECTION AND REPLACEMENT**

Prepare tree removal calculations in accordance with Travis County Subdivision Standards, Chapter 82.973 of the Travis County Code, Tree Preservation Policy and City of Austin guidelines for tree preservation, mitigation, and/or removal.

Most of the trees within the corridor will require replacement in accordance with the City of Austin guidelines. It is anticipated that replacement of approximately 50% of the total caliper inches removed. City of Austin typically expects to see replacement trees installed with the Project that removed the existing trees. Proposed replacement trees will not be shown within the Project limits for Cameron Road. It is not anticipated that the plans show the location of replacement trees.

It is assumed that there are no Heritage Trees impacted by the Project, as defined by City of Austin, within the Project limits. The presence of Heritage Trees, impacted by the Project or within the Project limits may require modification of the PSA.

Provide the following services:

1. Provide limited assistance for evaluation of alternate street locations relative to the protection of existing trees including estimate for tree removal/replacement calculations.
2. Provide ongoing evaluation for protection of existing trees at the 90% phase of the Project.
3. Provide tree removal calculations for 90%/Permit and bidding submittals. Providing calculations in accordance with Chapter 82.973 (Travis County) and City of Austin tree preservation policy.
4. Provide response to Travis County permit review tree protection comments.
5. Provide applicable details, specifications and opinion of cost.
6. Develop sheets for tree removal calculations and tree protection plan at the 90% and final submittal stage only. No plan sheets will be developed for the 30% or 60% submittals.
7. Deliverables:
  - Tree removal schedule
  - Tree protection plans

### **MISCELLANEOUS**

1. Perform site evaluation to verify existing conditions for roadway widths and lane configurations as they might impact traffic control considerations and overall phasing.
2. Develop possible phasing considerations based on the scope of construction.
3. Coordinate traffic control requirements with Travis County.
4. Provide typical retaining wall cross-sections for all retaining walls.
5. Provide layouts for retaining walls including mechanically stabilized earth walls (MSE), cantilever drilled shaft walls, tie-back walls, soil nail walls, temporary earth walls, or hybrid walls, as applicable.
6. Retaining wall layouts should include plan and elevation views containing the following information, as applicable:
  - A. Designation of reference line
  - B. Beginning and ending retaining wall stations and elevations

- C. Offset of retaining wall from reference line
  - D. Horizontal curve data
  - E. Total wall length
  - F. Indication of face of wall
  - G. Wall dimensions, alignment relations, and alignment data
  - H. Top and bottom of wall profiles including soil core hole locations plotted at correct stations and elevations and at the same scale as the wall profile
  - I. Ground water observations and observation date
  - J. Details for uncontaminated subsurface drainage
  - K. Top of wall locations at each joint or interval
  - L. Existing and finished ground line elevations
  - M. Top and bottom of wall profiles
  - N. Limits of measurement for payment
  - O. Backfill requirements
  - P. Additional information necessary to stabilize portions of wall in flood plan, based upon geotechnical recommendations
7. Prepare a quantities summary sheet.
  8. Develop miscellaneous roadway details as applicable and roadway standards.
  9. Develop driveway details and summaries as required. Identify and provide designs for driveways that must be reconstructed to meet ADA requirements.
  10. Develop a traffic control plan (TCP) in accordance with the most recent edition of the Texas *Manual on Uniform Traffic Control Devices for Streets and Highways* (Texas MUTCD). Implement the current Barricade and Construction (BC) standards, as applicable. Interface and coordinate all phases of work, including the TCP, with engineers preparing PS&E for any immediately adjacent projects. Utilize TxDOT standards and details. TCP to be done through the use of typicals and standards to reduce the amount of sheet effort. The TCP should include the following information, as applicable.
    - A. Traffic control concepts and construction sequence phases.
    - B. Sequence of work narrative describing all phases of the TCP typically appearing in the construction contract proposal.
    - C. TCP layouts and details for all phases of construction will not be prepared. Instead the TCP will be detailed by general notes, a sequence of work, typical sections and standards. Include the following required information on:
      - i. Sequence of construction and method of handling traffic during each phase
      - ii. Provision of up to two special details to handle the transition of traffic during the construction of the connection between existing and proposed pavement
      - iii. Proposed traffic control devices at grade intersections. Traffic control devices include, but are not limited to, stop signs and flag personnel. No temporary traffic signals are anticipated for the sequencing of construction.
      - iv. Typical and design cross-sections at locations where detours are provided and as needed.
      - v. Road construction work hours for all phases of the TCP and as directed by the State
    - D. TCP quantities and summary of quantities sheet.
    - E. Construction time estimation using Critical Path Method (CPM).
  11. Attend meetings (2 hours each) with Travis County to coordinate and discuss traffic control layouts.
  12. Develop and assemble preliminary construction cost estimates at 30%, 60%, and 90% and final milestone submittals.
  13. Implement a quality assurance/quality control program and provide evidence of the internal review process in the form of a set of red-line mark-ups submitted at the 30%, 60%, 90% and 100% milestones. Provide a QA/QC certification letter signed by the person who reviewed the documents, and countersigned by the Project Manager.
  14. Assist the County in the development of a project manual by providing technical specification, special specification, special provisions, Project items, bid schedule, construction duration, bid tabulation and bid analysis.
  15. Deliver all electronic files upon Project letting and within 30 days of written request.

## BRIDGE DESIGN

1. Prepare bridge layout plans and elevations for each bridge in accordance with the most recent edition of TxDOT's Bridge Design Manual - LRFD, Bridge Project Development Manual, and Bridge Detailing Manual. Submit preliminary layouts to the County for approval prior to beginning structural detail design. The Gilleland Creek Trib 2 Bridge will be approximately 400' long and similar to the adjacent existing bridge. It is assumed that the Gilleland Creek Bridge will be approximately 400'-450' long to cross the floodway, and it will be determined at a later date whether the crossing will be a single structure carrying both directions of traffic or whether twin structures will be used. The engineer shall perform a cost comparison between a single structure versus twin structures.
2. The bridge layouts will include the following:
  - A. Bridge Plan and Profile views
  - B. Bridge Typical Sections
  - C. Separate bore log sheets, if necessary
3. Show the following information on each bridge layout plan view, as applicable:
  - A. Horizontal curve information
  - B. Horizontal, vertical, and template information for all roadways or railroads crossed
  - C. Bearing of centerline or reference line
  - D. Skew angle(s)
  - E. Slope for header banks and approach fills
  - F. Control stations and deck elevations at beginning and ending of bridge and at all intersections
  - G. Approach pavement and crown width
  - H. Width of bridge roadway, curbs, face of rail, shoulders, and sidewalks
  - I. Bridge end treatments including cement stabilized backfill details
  - J. Limits and type of riprap
  - K. Proposed features beneath structure
  - L. Location of profile grade line
  - M. North arrow
  - N. Typical bridge roadway section including preliminary proposed beam types and spacing
  - O. Cross-slope and superelevation data
  - P. Locations and calculated values of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
  - Q. Location of soil core holes, including station and offset
  - R. Bent stations and bearings
  - S. Retaining wall locations
  - T. Traffic flow directional arrows
  - U. Railing type(s)
  - V. Joint type and seal size, if used
  - W. Beam line numbers consistent with span details
  - X. Critical horizontal clearances, including distances to railroad tracks, nearby structures, and utilities
  - Y. Bearings of utilities
  - Z. Overhead sign bridge locations.
  - AA. Bridge inlet locations, types, and sizes if needed for water quality.
4. Show the following information on each bridge layout elevation view, as applicable:
  - A. Foundation type
  - B. Finished grade elevations at beginning and end of bridge
  - C. Overall length of structure
  - D. Lengths and types of spans and units
  - E. Railing type(s)
  - F. Locations of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.

- G. Existing and proposed ground lines
  - H. Grid elevations and stations
  - I. Bent numbers
  - J. Bridge stationing compatible with grid stations
  - K. Standard title
  - L. Profile grade data
  - M. Type of riprap
  - N. Soil core hole information with penetrometer test data shown at the correct stations, elevations, and scale (if this information does not clutter the sheets, otherwise it will be shown on separate sheets)
  - O. Dowel locations at all bents
  - P. Column "H" heights
  - Q. Number, size, and length of foundations
  - R. Overhead sign bridge locations
  - S. Design and 100-yr peak discharges
  - T. Design and 100-yr high water
  - U. Natural and through-bridge velocities for design and 100-yr floods
  - V. Calculated backwater for design and 100-yr floods
  - W. Direction of flow at waterway crossings
  - X. Contours at waterway crossings
5. Provide the following bridge detail sheets:
- A. Bore Log Sheets (if not provided on bridge layouts)
  - B. Estimated Quantities and Bearing Seat Elevation Sheets
  - C. Abutment Sheets
  - D. Interior Bent Sheets
  - E. Web Wall Detail Sheets
  - F. Beam Hold down Detail Sheets
  - G. Beam Layout Sheets
  - H. Pre-stressed Concrete I-Beam Unit Sheets
  - I. IBND Sheet
  - J. Bridge Standards and MOD Standards
6. Include in the PS&E package any special provisions and special specifications.
7. Include in the PS&E package total bridge quantities, bridge cost estimates, and bridge summary sheets for each bridge.
8. Coordinate with the geotechnical engineer any items necessary to provide adequate length of drilled shafts, scour mitigation and retaining wall design.
9. Deliverables:
- Bridge layouts (plan and elevation)
  - Bridge detail sheets
  - Bridge summaries

### **BID PHASE SERVICES:**

Perform construction phase services described as:

1. Provide bidding support services, including assistance with responding to bidder questions.
2. Attend pre-bid.
3. Prepare addenda.
4. Tabulate and evaluate bids.
5. Recommend apparent responsible low bidder

### **CONSTRUCTION PHASE (SUPPORT) SERVICES:**

The following list of services are to be provided on an as-needed basis if and when requested by the County

and will be limited to the not-to-exceed sum of \$9,949.00. Any services resulting in fees in excess of \$9,949.00 will be requested and performed pursuant to a contract amendment processed in accordance with the PSA.

1. The Construction Materials Testing should be performed in accordance with the TxDOT Guide Schedule of Sampling and Testing dated August 2010.
2. Geotechnical representative to provide five (5) field visits during construction at the request of Travis County.
3. **Shop Drawing Review - Shop drawings requiring review may include, but shall not be limited to, the following items. Estimate 138 hours for shop drawing review.**
  - **Retaining walls panel layouts**
  - **Retaining wall coping**
  - **Concrete Mix Design**
  - **Bridge Rails and Railing Assemblies**
  - **Prestressed Beams**
  - **Elastomeric Bearing Pads**
  - **Concrete Box Culverts and Storm Drains**
  - **Reinforced Concrete Pipe**
  - **PVC Pipe**
  - **Manholes and Inlets**
  - **Headwalls and Wingwalls**
  - **Safety End Treatments**
  - **Frames, Grates, Rings and Covers**
  - **Conduit**
  - **Ground Boxes**
  - **Small Roadside Sign Supports and Assemblies**
4. **Shop drawings shall be reviewed as requested. The following procedures shall be used for the reviews:**
  - A. Review the drawings for conformity to the plans, specifications, and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
  - B. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions Taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the Project plans and specifications, nor departures therefrom. The Contractor remains solely responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."
  - C. If there are only minor corrections, the incorrect information shall be crossed out and the correct information will be written next to the crossed out information. All the redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Correction as Noted" and no re-submittal shall be required.
  - D. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Amend and Resubmit." The Drawings must then be resubmitted for a second review.
  - E. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
  - F. A cover letter will be returned with the reviewed drawings containing:

- 1) A description of submittal;
  - 2) the status of the submittal;
  - 3) a listing of sheet numbers and titles reviewed;
  - 4) if the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were used to determine if the alternate design is adequate and acceptable and;
  - 5) if the submittal was not accepted without exception, an explanation of the exceptions.
5. Preparation of Change Orders, Alternate Design or Additional Design Details:  
If requested and not attributable to Errors and Omissions of the Consultant, the Engineer shall prepare a written Memorandum of Understanding (MOU) prior to the commencement of any task associated with a Change Order and submit to the County for approval. The MOU shall outline the work, time frame and level of effort associated with each individual task to ensure that both the Engineer and the County are in agreement as to the magnitude of the tasks.

The Engineer shall be available to prepare Change Orders, Alternate Designs or Additional Design Details as directed by the County or its representatives throughout the duration of the construction. The Engineer will document each Change Order, Alternate Design or Design Details in sufficient detail to allow the processing of the design refinement. The Engineer shall submit original mylar drawings and six copies of all Change Orders or designs requested by the County. In relation to preparation of Change Order documents, the Engineer shall be available to:

- prepare a Fair Construction Cost Estimate for the change
  - evaluate Contractor's proposed quotation against the Fair Construction Cost Estimate
  - submit recommendations to the County for final approval, and
  - assist the County and or its representatives in negotiating Change Order following approval
  - estimate 172 hours for Change Order processing
6. Respond to Questions related to the Plans - The Engineer shall be available to respond to questions related to the plans and specifications as needed throughout the duration of the construction. The Engineer will document each question in sufficient detail, formulate a response and submit a written version of the response to the County for distribution to all involved parties.
7. The Engineer representative to attend site visits as needed at the request of the County, estimated at six (6) site visits.
8. At the completion of pond construction, the County will provide survey information for the pond locations. With the County survey information, the Engineer will provide certification that the pond was constructed per plan.

### **Construction Administration**

The Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the construction site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of his work. The Engineer will not bear any responsibility or liability for defects or deficiencies of the Contractor.

### **DELIVERABLES ITEMS REQUIRED FROM THE ENGINEER**

1. Provide to the County an electronic deliverable (CD ROM) of all design documents (including standard drawings) for this Project upon Project completion.

2. 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.
3. The Engineer will make 30%, 60%, 90% and 100% PS&E submittals. All submittals are intended as a means of obtaining County review comments which will be addressed in the subsequent submittals.
4. Assemble plans for Project milestones. Submit the following:
  - A. Six reproducible paper (11" x17") copies of the plans to the County Project Manager at the 30%, 60%, 90%, and 100% design completion stages.
  - B. One electronic copy of the plans in PDF format to the County Project Manager.
5. Deliverables included in milestone submittals:

**A. Work Product 1 (Schematic Design & PS&E 30% Review Submittal)**

One Open House meeting will be required in the development of Work Product 1. The 30% design submittal is to include preliminary engineering for the design elements required to fully address the Project scope. The requirements for the 30% design submittals as a minimum shall include the following:

- i. Open House Exhibits.
- ii. Roll plot of the schematic design for approval by Travis County.
- iii. Cover sheet indicating Project name and #; site location map; design speed; Project limits with beginning and ending stations; names and signature blocks for the Project owners/partners;
- iv. Index of Sheets and symbology legend of drawings to be included in the plan set.
- v. Project layout drawing;
- vi. Preliminary Typical sections showing proposed and existing conditions.
- vii. Preliminary plan and profile sheets 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;
- viii. Preliminary Bridge locations and sizes
- ix. Preliminary culvert locations and sizes
- x. Preliminary retaining wall locations and sizes
- xi. Preliminary location and sizing of WQ facilities
- xii. Preliminary cross-sections for roadways showing existing ground conditions and depicting proposed conditions based upon preliminary alignments and typical sections;
- xiii. Identification of limits of construction and properties that may be affected by the proposed construction;
- xiv. Identification of existing easements and known utilities that may be affected by the proposed construction;
- xv. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the Project schedule or budget;
- xvi. Preliminary Environmental Report;
- xvii. Preliminary Geotechnical Report; including preliminary pavement design section based on stated assumptions which are based on known field conditions, historical or otherwise;
- xviii. Preliminary Environmental Constraints maps.
- xix. Preliminary list of required regulatory approvals and right-of-way takings
- xx. Updated list of permits and environmental clearances and approvals
- xxi. Updated Project schedule with status tracking
- xxii. Updated construction schedule
- xxiii. Recommended alignment

**B. Work Product 2 (PS&E 60% Review Submittal)**

The 60% drawings should address *all* major design issues and set direction for completion of the construction documents. The requirements for the 60% design submittals as a minimum

shall include the following:

- i. Address comments from 30%.
- ii. Title sheet
- iii. Project Layout
- iv. Plan and profile
- v. Revised typical sections and cross sections to reflect more complete design
- vi. Intersection Layouts
- vii. Preliminary Drainage Design
- viii. Preliminary WQ design of selected types/methods
- ix. Traffic Control Plan
- x. Utility conflicts plan
- xi. AULCC documentation
- xii. individual utility company coordination efforts and status report matrix
- xiii. Draft specifications;
- xiv. Proposed construction schedule and sequence of work
- xv. Updated List of permits required and schedule for obtaining all permits/approvals/utility coordination required prior to bidding
- xvi. Completed engineering reports used in design (drainage report, geotechnical report, environmental studies, preliminary quantities, structural design, etc.)
- xvii. Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the Project schedule or budget
- xviii. Preliminary ROW and easement map
- xix. Updated Project schedule with status tracking.
- xx. Draft Detour Plan, if applicable;

**C. Work Product 3 (PS&E 90% Review Submittal)**

The 90% complete drawings should be virtually "ready to bid" with minor revisions, no outstanding design issues, all work coordinated and illustrated on the drawing. A public meeting may be required. The requirements for the 90% design submittals shall be determined with TNR's Project Manager on a case-by-case basis but as a minimum shall include the following:

- i. Complete set of construction drawings with all details, cross-sections, profiles, quantities, and title sheet
- ii. Final ROW strip maps, sketches, & field notes
- iii. Full set of detailed specifications and index in bid-ready format (Microsoft Word format)
- iv. Detailed breakdown cost estimate and associated bid schedule in TNR's format
- v. Calculations for unit price quantities and final Engineering design calculations
- vi. List of permits secured and any permits/approvals pending, with projected delivery dates.
- vii. Utility conflicts plan
- viii. Final utility company costs, relocation plan and schedule, and documentation from each utility contacted and coordination services for utility relocation.
- ix. Final construction schedule/sequence of work.
- x. PDF files of all sheets (delivered on USB drive if preferred)

**D. Work Product 4 (PS&E 100% Review Submittal)**

- i. Provide final signed and sealed plans on mylars, specifications, estimates
- ii. Completed TDLR Project Registration Form
- iii. PDF files of all plan sheets
- iv. Provide quantities for all disciplines
- v. Prepare bid schedule
- vi. Provide copy of all permits

- vii. Verification of property acquisitions needs and/or right-of-entries for the construction contract
- viii. List of any outstanding issues to be resolved before or during Project bidding process

**E. Work Product 5 (Bid Phase and Construction Support Services)**

- i. Provide bidding support services including assistance with responding to bidder questions
- ii. Preparing addenda
- iii. Tabulating and evaluating bids
- iv. Provide recommendation for award
- v. Respond to RFI
- vi. Review shop drawings
- vii. Assist in the preparation of change orders
- viii. Review and recommend response to all claims
- ix. Perform up to six (6) field visits at the request of the County and issue a field report
- x. Attend and respond to questions at the pre-bid and pre-construction meetings

**Construction Phase Services – Clarifications.** If Jacobs is called upon to observe the work of construction contractor(s) for the detection of defects or deficiencies in such work, Jacobs will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Jacobs shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. Jacobs shall have no influence over construction means, methods, techniques, sequences or procedures. No fault or negligence shall be attributed to Jacobs based upon the acts or omissions of any construction contractors. Construction safety shall remain the sole responsibility of the construction contractor(s).

**SERVICES NOT INCLUDED:**

- 1. Subsurface Utility Exploration. May be performed upon request as an Additional Service in accordance with the PSA and, specifically, Exhibit 1.
- 2. Field staking of ROW or parcel lines for visual observation.
- 3. Field verification of tree subspecies by arborist.
- 4. Research and mapping of underground utilities (except those based on record drawings).
- 5. Surveys in support of SUE services provided by other consultants under separate contracts.
- 6. Construction phase surveying and other services or expenses which may become necessary for the completion of this Project but which are not reasonably anticipated at this time.
- 7. Assume no easements; license agreements, etc. are required for the installation of proposed trees for this Project.
- 8. Agency fees, if any, are not part of this proposal.
- 9. Preparation of a Conditional Letter of Map Revision (CLOMR) or a Letter of Map Revision (LOMR).
- 10. Illumination design.
- 11. Landscape plan to replace the trees removed as part of the Project.
- 12. It is anticipated the stormwater detention will be handled by participation in the City of Austin RSMP program. No stormwater detention pond design is included in this Scope of Services.
- 13. Development of environmental mitigation requirements.

**APPENDIX B**

**Organizational Chart with Key Personnel identified**  
(SEE SEPARATE SOQ SUBMISSION)

**DRAFT**

**APPENDIX C**

**CONSULTANT'S QUALIFICATIONS STATEMENT**  
(SEE SEPARATE SOQ SUBMISSION)

**DRAFT**

**TRANSPORTATION AND NATURAL RESOURCES**

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



700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
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**MEMORANDUM**

DATE: June 3, 2013

TO: Marvin Brice, CPPB/Assistant Purchasing Agent

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

SUBJECT: Recommendation for Award of Professional Services Contract  
Cameron Road Improvements Project  
Precincts One and Two

Pursuant to County practice, TNR hereby requests the Purchasing Department to present to the Commissioners Court a request for action on a motion to award a professional services contract to a consulting firm for services required for the development and delivery of construction documents for the Cameron Road Improvement Project.

**Motion Request**

Place an item on Commissioners Court Session Agenda requesting the following motion:

Consider and take appropriate action on a request to award a Professional Services Agreement contract to Jacobs Engineering Group, Inc. for the preparation of the construction documents for the Cameron Road Improvement Project located in Precinct One and Precinct Two.

**Summary and Staff Recommendations**

Jacobs Engineering group was determined to be the most highly qualified and best suited to prepare the construction documents for the proposed Cameron Road improvements. TNR and the Purchasing departments have finalized negotiation of the scope-of-services and the not-to-exceed fees for the Professional Services needed for the design and preparation of the construction documents and all other applicable documents for the Cameron Road Improvement Project from Gregg Lane to SH 130 in Precincts One and Two. TNR finds the proposed Scope-of-Services to be complete as anticipated and the fee proposals (attached here) to be within an acceptable range for the scope of services. TNR therefore recommends approving the award of the Professional Services Agreement (PSA) contract.

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The not-to-exceed fee of \$1,534,412.00 <sup>4</sup> includes all sub-consultant fees and qualified reimbursable expenses as described in each scope of services. The consultant is expected to produce a constructible set of documents and all other documents necessary to get the project through all applicable jurisdictional review and permitting agencies. Additional services may be required if the need becomes warranted.

TNR further recommends that the contract be broken into separate phases, each for a specific Work Product. Each phase will require a separate Notice to Proceed from TNR as part of the final contract award action prior to the commencement of each Work Product, as was stated in the published Request for Qualifications (RFQ). This is understood and expected by the consultant and is reflected in their attached Scope of Services and Fee Proposals.

### **Background Information**

The Cameron Road Improvement project was authorized and funded under the 2011 County Bond Election program. The project limits are from Gregg Lane to SH 130 shown in the Project Location Map attached hereto as Attachment "A". This section of Cameron Road is located in the north eastern sector of the county in both Precincts One and Two, for a project length of 2.3 miles. The existing portion of Cameron Road within these limits is a two-lane arterial, with the entire reach proposed to be a four-lane divided arterial (MAD-4) with accommodation for pedestrians and bicyclists. To bring this road up to current standards, some realignment will be required to provide improved safety around the existing roadway curves. This will comprise of an entirely new alignment through some of the adjacent properties. This project will also require coordination with the Texas Department of Transportation to accommodate the termination at SH 130. This project will require coordination with the Texas Department of Transportation to accommodate the termination at SH 130. Other agencies that may be consulted include the Texas Historic Commission, United States Army Corps of Engineers, Federal Emergency Management Agency, and the City of Austin. The design and permit acquisition phase is expected to take about 18 months. Permits and environmental clearances many times take longer than anticipated. The Right-of-Way (ROW) acquisition may take up to 12 months. The fact that some property owners have committed to donating some of the ROW may reduce this duration. With the road being left opened to traffic during construction, construction may take about 18 months.

### **Issues and Opportunities**

This project was approved by the voters in the 2011 bond referendum. This project will improve existing Cameron Road from a two-lane road to a four-lane arterial between Gregg Lane and SH 130. Bicycle lanes and sidewalks will also be included in the roadway improvements design. The existing Cameron Road is a narrow and winding roadway, with 2-90 degree turns. The riding surface is bumpy due to the moisture sensitive high shrink swell clay soil underneath. Traffic on this roadway is expected to increase due to the newly constructed SH 130 at the northern end of project and the newly improved four-lane Howard Lane just below the southern project limit. Developments in the surrounding desired development zone are expected to pick up in the near future which will generated additional traffic loads onto this segment of road. This project also exemplifies Travis County's desire to collaborate with other entities and the public. A new Manor Independent School District (ISD) middle school is being planned at about midway along the project limits. As part of this consorted effort, the county is currently coordinating with the City of Austin to extend their waterline to the school site. The Manor ISD and some other property owners have expressed willingness, during the bond referendum public meetings, to donate the ROW needed for the road improvements from their respective properties. TNR will be pursuing these donations. If these materialize, not only will it result in a reduction of the

ROW acquisition period, but it will also amount to some savings to the county. The development process for this project will include a public involvement phase. During this period, the stakeholders and the general public will be included in the selection of the final alignment and they will also be informed of engineering findings of facts for both traffic and environmental impacts. This project will provide another important and needed north-south arterial in this sector of the county.

**Budgetary and Fiscal Impact:**

Funding for this project will come from voter approved 2011 Bond funds and is reserved in the following accounts:

<u>Description</u>	<u>Financial Code #1</u>	<u>Financial Code #2</u>	<u>Total Amount</u>
Fund Reservation	0300000599	0300000599	
WBS Element	RDCN.149.000016	RDCN.149.000016	
Fund	4074	4083	
Fund Center	1490190000	1490190000	
G/L	522040	522040	
Amount	\$1,319,868	\$214,547 <sup>44</sup>	\$1,534,415 <sup>2</sup>

**Attachments:**

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

Copy: Cyd V. Grimes, C.P.M., Purchasing Agent  
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