



Travis County Commissioners Court Agenda Request

Meeting Date: March 11, 2014

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: APPROVE CONTRACT AWARD FOR PUBLIC ENGAGEMENT SERVICES FOR LAND, WATER AND TRANSPORTATION PLAN, RFS NO. S1308-010-JW, TO THE MOST HIGHLY QUALIFIED FIRM, CONCEPT DEVELOPMENT & PLANNING, INC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This project is for the necessary public engagement services for the Land, Water, and Transportation Plan ("LWTP"), where the County is to be assisted in insuring public input is incorporated into the plan's development. Such input will be solicited from a diverse participant pool with the goal of channeling the input into realistic alternatives for consideration by County staff.
- On September 23, 2013, three (3) proposals were received for Public Engagement Services, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR.
- TNR and Purchasing have negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most highly qualified firm, Concept Development & Planning, Inc. in the amount of \$94,384.00.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**

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

Award Amount: \$94,384.00

Contract Type: Professional Services Agreement

Contract Period: 12 months from issuance of NTP

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

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 33

Responses Received: 3

HUB Information: Yes

% HUB Subcontractor:

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

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000169

Cost Center/Fund Center(s): 14901900001

Comments:

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TRAVIS COUNTY

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PURCHASING
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Jason
1-31-14
EMailed
1/23/14

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

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Travis County Administration Building
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Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

January 22, 2014

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. Joseph Fox
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Public Engagement Services for the Land, Water and Transportation Plan (LWTP) – RFS #S1308-010JW

TNR recommends that Travis County award a contract for the above referenced services to the most qualified bidder, Concept Development and Planning, LLC.

TNR Planning Division has reviewed all proposals that were submitted by the firms that responded to the RFS issued September 23, 2013 for Public Engagement Services for the Land, Water, and Transportation Plan (LWTP). The result of this evaluation determined that Concept Development & Planning, LLC, RFS #S1308-010JW, is the most qualified firm for this project. The estimated cost of the Public Engagement Services is \$94,384.00. The request to award the contract was deferred in order for staff to complete the LWTP.

The funds for this contract have been reserved on Funds Reservation 300000169.

Cost Center: 1490100001 Commitment Item: 511890 Budget: \$125,000

If you have any questions regarding this matter, please contact Melissa Zone at (512) 854-9429.

MZ
cc: Ana Bowlin, TNR
Randy Nicholson, TNR
Melissa Zone, TNR

Funds Reservation 300000169

General Data			
Document type	OT	Document type	030
Company code	1000	Document date	06/13/2012
FM area	1000	Posting date	06/13/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	JENSENC	Created on	06/13/2012
Last changed by	JENSENC	Last changed	09/03/2013
More Data			
Text	COUNTY COMPREHENSIVE PLAN		
Reference			
Overall Amount	0.00 USD		

Document item 001			
Text	Public Engagement (Melissa Zone)		
Commitment item	511890	Funds center	1490100001
Fund	0001	G/L account	511890
Cost center	1490100001	Due on	
Vendor		Customer	
Amount	0.00 USD		

Document item 002			
Text	Desktop Publishing/Manual Publication (Wendy Scope)		
Commitment item	511890	Funds center	1490100001
Fund	0001	G/L account	511890
Cost center	1490100001	Due on	
Vendor		Customer	
Amount	0.00 USD		

Document item 003			
Text	Peer Review (TBD)		
Commitment item	511890	Funds center	1490100001
Fund	0001	G/L account	511890
Cost center	1490100001	Due on	
Vendor		Customer	
Amount	0.00 USD		

DRAFT



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

CONCEPT DEVELOPMENT & PLANNING, LLC

FOR

PUBLIC ENGAGEMENT SERVICES

CONTRACT NO. 4400001891

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC ENGAGEMENT SERVICES
FOR THE TRAVIS COUNTY LAND, WATER, AND TRANSPORTATON PLAN

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is made and entered into between Travis County, Texas ("COUNTY"), a political subdivision of the State of Texas, (the "COUNTY") and Concept Development & Planning, LLC ("CONSULTANT").

WHEREAS, the COUNTY desires to obtain professional public engagement services for the Travis County Land, Water, and Transportation Plan (the "Project"); and

WHEREAS, CONSULTANT and the employees of CONSULTANT have the ability, expertise, experience, and any necessary professional degrees, licenses, and certificates to furnish the desired professional services;

NOW, THEREFORE, COUNTY and CONSULTANT agree as follows:

1. EMPLOYMENT OF THE CONSULTANT

1.1 COUNTY agrees to contract with the CONSULTANT as an independent contractor and, subject to the needs of the COUNTY, CONSULTANT agrees to perform the professional services described in this Agreement.

1.2 The Travis County Commissioners Court orders this Agreement exempted from the bidding requirements of the County Purchasing Act under Section 262.024(a)(4) of the Texas Local Government Code as a contract for personal and professional services.

1.3 COUNTY and CONSULTANT acknowledge and agree that:

1.3.1 CONSULTANT is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor;

1.3.2 no employee of CONSULTANT will be considered an employee of COUNTY or gain any rights against COUNTY under COUNTY's personnel policies;

1.3.3 no employee of CONSULTANT may claim any benefits from COUNTY other than the payments set forth in this Agreement;

1.3.4 none of CONSULTANT's employees have a contractual relationship with COUNTY.

2. AUTHORITY OF THE EXECUTIVE MANAGER

- 2.1 The County Executive (the “County Executive”) of the Transportation and Natural Resources Department (“TNR”) will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The County Executive has complete authority to interpret and define COUNTY’s policies and decisions with respect to CONSULTANT’s services.
- 2.2 The County Executive may designate representatives to transmit instructions and receive information. The County Executive will supervise the performance of CONSULTANT’s services under this Agreement, and CONSULTANT must cooperate fully with the County Executive in the performance of these services.
- 2.3 In the event of any dispute arising out of the performance of CONSULTANT’s services specified in this Agreement, the decision of the County Executive will be final and binding except that CONSULTANT may appeal the Executive Manager’s decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse, or modify the County Executive’s decision.

3. SCOPE OF SERVICES

The CONSULTANT will serve as the COUNTY’s professional consultant and must give consultation and advice to the COUNTY during the performance of the CONSULTANT’s services.

3.1 BASIC SERVICES

3.1.1 The CONSULTANT is responsible for the complete and professional execution of the work described in this Agreement to the acceptance of the County Executive.

3.1.2 The CONSULTANT must perform “Basic Services” which include:

- (a) all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the County Executive and in accordance with the requirements, policies, and standard practices of Travis County;
- (b) the detailed Scope of Services for the Project, set forth in Appendix A, Scope of Services, attached hereto and made a part hereof (the “Scope of Services”);
- (c) the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review and acceptance.

3.2. ADDITIONAL SERVICES

“Additional Services” are those services not described in paragraph 3.1. The CONSULTANT must not perform any Additional Services until after receiving a

written request for those services from the County Executive.

- 3.3 The CONSULTANT must use all applicable codes as adopted by authority having jurisdiction in performing services under this Agreement.
- 3.4 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic Services" or "Additional Services" under this Agreement, the decision of the County Executive is final and binding upon the CONSULTANT. Such a decision will be based upon the CONSULTANT's Scope of Services as identified in this Agreement.

4. COORDINATION WITH COUNTY

- 4.1 The CONSULTANT must designate a representative(s) and an alternate representative(s) to communicate with the COUNTY.
- 4.2 The CONSULTANT must not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed").
- 4.3 The COUNTY will provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to the County Executive. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT'S copies of the foregoing material shall be returned to the COUNTY upon completion of the Project if the County Executive so instructs the CONSULTANT.
- 4.4 The 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. The CONSULTANT shall familiarize itself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the performing the tasks required in the Scope of Services.
- 4.5 The CONSULTANT must be available, upon request, to consult with the COUNTY and the COUNTY's officials, employees, agents, representatives, and other consultants regarding the CONSULTANT's services.
- 4.6 The COUNTY will give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any defect in the CONSULTANT's services or of any development that affects the scope or timing or the CONSULTANT's services.
- 4.7 The CONSULTANT must notify the COUNTY in writing within 5 working days of any change in the CONSULTANT's legal name, business structure, or personnel engaged in providing services under this Agreement.

- 4.8 The CONSULTANT must cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the County Executive.

5. COMPENSATION

- 5.1 The CONSULTANT will be paid by the COUNTY an hourly fee for all services satisfactorily performed pursuant to this Contract in accordance with the payment schedule attached as Exhibit 1. The CONSULTANT will receive no compensation for work made necessary by the CONSULTANT's errors or omissions.
- 5.2 Hourly rates for the performance of Additional Services are set forth in Exhibit 2.

6. PERIOD OF SERVICE; TERMINATION

- 6.1 The CONSULTANT must perform the professional services described in this Agreement, whether "Basic Services" or "Additional services," in accordance with the Scope of Services set forth in Appendix A and any negotiated modifications to this Agreement.
- 6.2 This Agreement becomes effective on the Effective Date, as defined herein, and will remain in full force and effect for an initial term of one year from the Effective Date.
- 6.3 If the performance by CONSULTANT or the COUNTY of either party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether the 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 it will be excused from performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence. Upon the discovery of the occurrence, the party whose performance is affected under this section must notify the other party, and a special meeting will be called by the County Executive to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Delivery Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the County Executive.
- 6.4 SUSPENSION. The 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 the suspension is the date on which the CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the effective date of the suspension, the CONSULTANT must follow the procedures described below:

- 6.4.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement before the effective date of the suspension. Copies of all data collected or assembled in the CONSULTANT's performance of services under this Agreement and copies of all completed or partially completed designs, plans, specifications, studies, reports, and analyses prepared under this Agreement before the effective date of the suspension, including the work product, must be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 6.4.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 6.5 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the 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 the CONSULTANT a written notice (a "Notice of Termination"), which will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience").
- 6.5.1 Upon receipt of a Notice of Termination and before the effective date of termination, the CONSULTANT must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 6.5.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 6.5.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

6.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 6.5.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

6.6 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 takes effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents, and representatives will not be liable for loss of any profits.

Termination by CONSULTANT:

6.6.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within 30 days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT must submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

6.6.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.

6.6.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

6.6.4 Failure by the CONSULTANT to submit the required statement described in paragraph 6.6.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

6.6.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are

chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination for Default, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

- 6.6.6 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
 - 6.6.7 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
 - 6.6.8 Failure by the CONSULTANT to submit the required statement described in paragraph 6.6.5 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 6.7 If either no funds or insufficient funds are appropriated for a Project, this Agreement will terminate without penalty to COUNTY.
- 6.8 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

7. WORK PRODUCT

- 7.1 In this Agreement, the term “work product” means any reports, plans, specifications, studies, analyses, supporting documentation, and other information (including notes, drawings, diagrams, photographs, videotapes, draft appraisal reports, derived electronic data and/or files, and other materials of any kind) created, obtained, or assembled in connection with performance of this Agreement and with the services rendered in connection with each Project, including all deliverables for the Project as described in Appendix A, Scope of Services.
- 7.2 The CONSULTANT must submit the work product for each task specified in the Scope of Services as set forth in Appendix A and any negotiated modifications to this Agreement. Upon receipt of the work product, the COUNTY will check the submission for completion. A submission will be considered complete if the COUNTY finds that all of the required items have been included in the work product in compliance with the requirements of this Agreement.
- 7.3 If the submission is substantially complete, the COUNTY will notify the CONSULTANT, and the COUNTY'S technical review process will begin.

- 7.4. The COUNTY will notify the CONSULTANT if a submission is incomplete, and the CONSULTANT must perform any professional services that are necessary to complete the work and resubmit it to the COUNTY. This process will be repeated until a submission is complete.
- 7.5. The COUNTY will review the completed work product for compliance with the scope of work. If the COUNTY determines that the completed work product does not comply with the scope of work, the COUNTY will return the completed work product to the CONSULTANT for the CONSULTANT to perform any work necessary to bring the work product into compliance and resubmit it to the COUNTY. This process will be repeated until the work product is accepted. Work product will be considered accepted if, in the County Executive's opinion, substantial compliance with the requirements of this Agreement has been achieved.
- 7.6. After the work product is considered accepted by the COUNTY, the CONSULTANT must perform any required modifications, changes, alterations, corrections, and additional work necessary to receive final approval by the County Executive. In this Agreement "final approval" means that the County Executive has given formal written recognition that the work product required in the Assignment has been fully carried out.
- 7.7. The CONSULTANT must, without additional compensation, promptly perform any necessary corrections to any work product that is found to be in error or omission. However, after the COUNTY's final approval of a work product, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of the COUNTY that involve extra services and expenses to the CONSULTANT will be paid for as Additional Services.
- 7.8. The decision of the County Executive will be final and binding on the CONSULTANT as to any dispute over:
- 7.8.1 the classification of the CONSULTANT's work products as complete, accepted, or approved under this Agreement; and
- 7.8.2 the classification of the CONSULTANT's services as Basic Services or Additional Services under this Agreement.

8. CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 8.1. The CONSULTANT must perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and in the CONSULTANT's best professional judgment. In addition, the CONSULTANT must comply with all applicable federal, state laws, and local statutes, rules, and regulations.
- 8.2. The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT or someone under the CONSULTANT's direction is appropriately licensed. If any necessary

certification or license expires, is suspended, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within 5 working days.

- 8.3 CONSULTANT warrants that the services to be rendered pursuant to this Agreement, as well as all responsibilities of CONSULTANT arising under this Agreement, will be performed in accordance with the standards customarily provided by an experienced and competent consultant rendering the same or similar services in Travis County. The CONSULTANT must 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.
- 8.4 Acceptance and approval of work product by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of the CONSULTANT's work performed under this Agreement. Neither acceptance nor approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the documents prepared by the CONSULTANT.
- 8.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, must, upon the COUNTY's request, be immediately removed from association with the PROJECT.
- 8.6 CONSULTANT shall comply with applicable Texas law regarding placement of his Texas Professional Consultant's seal of endorsement on documents furnished to COUNTY.
- 8.7 The CONSULTANT expressly acknowledges that this Agreement is a personal and professional services contract and that all duties and responsibilities in it must be performed by the CONSULTANT personally and cannot be assigned or subcontracted, other than as specifically provided in this Agreement, without the prior approval of the Travis County Commissioners Court.
- 8.8 The CONSULTANT warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and further warrants that the COUNTY will not be liable for any infringement of those rights and that any rights granted to the COUNTY will apply for the duration of the Agreement. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER MERITORIOUS OR NOT, 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 LICENSES, PATENTS, COPYRIGHTS OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THE CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT.

8.9 INDEMNIFICATION. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE 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 THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OUT OF, OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

8.9.1. If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT must give written notice to County of the following information:

- (a) the existence of the claim, or other action, within 10 working days after being notified of it;
- (b) 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;
- (c) the alleged basis of the claim, action or proceeding;
- (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (e) the name or names of any person against whom this claim is being made.

8.9.2 Except as otherwise directed, the CONSULTANT must furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

8.10 DISPUTES AND APPEALS. The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the CONSULTANT must submit a written notice to the Purchasing Agent within ten calendar days after receipt of the document, notice, or correspondence outlining the exact point of disagreement in detail. If the matter is not resolved to

the CONSULTANT's satisfaction, the CONSULTANT may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. The CONSULTANT then has the right to be heard by Commissioners Court.

9. OWNERSHIP OF INFORMATION

- 9.1 The CONSULTANT must furnish the 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. The CONSULTANT has the right to retain copies of the work product for its records.
- 9.2 All work product, including notes, drawings, diagrams, photographs, videotapes, draft appraisal reports, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, data, and other materials of any kind) created, obtained, or assembled by the CONSULTANT, together with all intellectual property and proprietary rights in and to this information, will upon creation, receipt, or assembly, become the sole and exclusive property of the COUNTY and upon completion of the Project must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy. Any reuse by CONSULTANT of any information described in this paragraph without the specific written consent of COUNTY will be at CONSULTANT's sole risk and without liability or legal exposure to COUNTY.
- 9.3 If the CONSULTANT desires to use or recommends the use of any design, device, materials or process covered by letters or patents of copyright, the CONSULTANT must provide for the use by suitable agreement with the patentee or owner. The CONSULTANT must indemnify and hold harmless the COUNTY from any claims for infringement by reason of the use or recommendation of the use of any patented design, device, materials, or process, or any trademark or copyright used in connection with the work performed by the CONSULTANT under this Agreement.

10. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 10.1 The CONSULTANT must 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.
- 10.2 The CONSULTANT agrees that the COUNTY and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of the CONSULTANT that are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

11. MISCELLANEOUS

- 11.1 VENUE. This Agreement is governed by and is to 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.
- 11.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.
- 11.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, or veteran or military reservist status. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 11.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 11.4.1 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 the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 11.4.2 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.
 - 11.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the 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.
 - 11.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state, or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal criminal and civil laws.
- 11.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

- 11.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must 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, or 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 the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes (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):

Steve Manilla, P.E. (or successor)
Travis County Transportation and Natural Resources,
Executive Manager
P.O. Box 1748
Austin, Texas 78767

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

Concept Development & Planning, LLC
P.O. Box 5459
Austin, TX 78703

- 11.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 4, which is attached and incorporated into this Agreement.

11.8. FORFEITURE OF AGREEMENT.

11.8.1 The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration or the value of all consideration paid to the CONSULTANT under this Agreement if:

- (a) The CONSULTANT was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on

which it is executed; or

- (b) CONSULTANT does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.

11.8.2 “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;
- (c) But does not include:
 - (1) 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;
 - (2) 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 the CONSULTANT in the ordinary course of its business; or
 - (3) a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about the Contract.

11.8.3 “Key Contracting Person” means any person or business listed in listed in Attachment 1 to Exhibit 5, attached and incorporated into this Agreement.

11.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors, and vendors must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors must 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 prevail over different or contrary terms in any purchase order.

The COUNTY will not pay invoices that are more than the amount authorized by the purchase order.

- 11.10 PAYMENTS. Payment will be made by check or by 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, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

11.10.1 In order to be considered "correct and complete," an invoice must include at least the following information:

- (a) name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) identification of items or services as outlined in the Agreement,
- (d) quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) any additional payment information which may be called for by this Agreement.

11.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) 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 the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONSULTANT, or an agent or assignee of the CONSULTANT until:
 - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
 - (2) the debt is paid.
- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) The COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 11.10.2(a) above if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

- 11.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- 11.12 PROPERTY TAXES. If the CONSULTANT is delinquent in the payment of property taxes at the time of providing services under this Agreement, the CONSULTANT assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 11.13 TAXPAYER IDENTIFICATION. The CONSULTANT must provide the 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 and 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.
- 11.14 SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 11.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

11.15.1 HUB Program Requirements

- (a) In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with the CONSULTANT's Proposal and attached hereto as Exhibit 6 and made a part hereof. The CONSULTANT will 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 Contract Sum. For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor 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:

- (1) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
 - (2) 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);
 - (3) 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;
 - (4) 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.
- (b) The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

11.15.2 Subcontractor Tracking Software System.

- (a) The Travis County Purchasing Office has implemented an electronic subcontracting 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. The 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.
- (b) The 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, the 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 shall be completed no later than the 15th day after such payments are made. The 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 the CONSULTANT enters the Subcontractor/subconsultant payment information as required herein. The CONSULTANT shall attempt to resolve any payment discrepancies or disputes in good faith. The 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 herein or by providing to the COUNTY payment documentation satisfactory to the COUNTY.

- (c) The 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.
- (d) Failure by the CONSULTANT to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and contract termination in accordance with the procedures set forth in this Agreement. Additionally, if the CONSULTANT is determined to be in default of these mandatory reporting requirements, it may have such conduct considered against it, in assessment of responsibility, in the evaluation of future contracts with the COUNTY.
- (e) The 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.
- (f) The COUNTY understands and believes that the Subcontractor Tracking Software System will assist the COUNTY in ensuring compliance with the County's HUB Program, and will allow COUNTY staff to closely monitor The 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 the CONSULTANT performed the work and received payment.

- (g) During the term of this Agreement, the CONSULTANT is encouraged to inform the COUNTY of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.
- (h) Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant Work assignments, percentage of goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, the CONSULTANT is highly encouraged to utilize HUBs, M/WBEs and DBEs. The CONSULTANT shall notify the 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. The CONSULTANT may be requested 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 the 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.
- (i) The 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.

11.16 FUNDING OUT. The COUNTY will make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, if either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement will terminate without penalty to the COUNTY.

11.17 FUNDING LIMITATIONS. Funds for payment on this Agreement will come from the County and/or its funding partners. County funds for payment on this Agreement have been provided through the COUNTY budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. The County

Commissioners Court expects this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Agreement. However, COUNTY cannot guarantee the availability of funds, and enters into this Contract only to the extent funds are made available. The Fiscal Year for COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

- 11.18 NON-WAIVER OF DEFAULT. No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act, or omission is not to be construed to impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement does 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.
- 11.19 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 are to 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.
- 11.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the 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.
- 11.21 CONSULTANT CERTIFICATIONS:
- 11.21.1 The CONSULTANT certifies that the CONSULTANT
- (a) is a duly qualified, capable and otherwise bondable business entity,
 - (b) is not in receivership and does not contemplate same,
 - (c) has not filed for bankruptcy,
 - (d) is not currently delinquent with respect to payment of property taxes within Travis County, and

- (e) is duly licensed in the State of Texas to perform the work described in this Agreement.

11.21.2 The CONSULTANT represents and warrants that:

- (a) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to;
- (b) the COUNTY will not be liable for any infringement of those rights and any rights granted to the COUNTY will apply for the duration of this Agreement; and
- (c) THE CONSULTANT WILL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, AND 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, COPYRIGHTS OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.

11.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT must provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

11.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the 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 the COUNTY pursuant to this provision, the COUNTY will be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.

11.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY

will provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.

- 11.25 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.
- 11.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney's General Office.
- 11.27 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 of the Texas Local Government Code, the CONSULTANT must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, the CONSULTANT must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. The CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The CONSULTANT should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is accepted from disclosure under the Texas Public Information Act. The CONSULTANT is solely responsible for the preparation of its Conflict of Interest Questionnaire and the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.
- 11.28 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$100,000. By signing this Agreement, the CONSULTANT certifies that it is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list while this Agreement is in effect, the CONSULTANT must notify the Travis Purchasing Agent. Failure to do so may result in terminating the contract for default.
- 11.29 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.

11.30 ENTITY STATUS. This provision applies if CONSULTANT is a Texas corporation. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

11.31 ACKNOWLEDGEMENT. As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT:

By: Arin Gray
Printed Name: ARIN GRAY
Title: PRESIDENT
Authorized Representative
Date: 2.24.14

TRAVIS COUNTY:



By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
Travis County Auditor

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: [Signature]
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Assistant County Attorney

**EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES**

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basic Services is **\$79,884.00**.
- 1.2 Unless this Agreement has been amended or modified as provided herein, the payments for the tasks described below will be:

Task 1 – Project Planning:	<u>\$4,270.00</u>
Task 2 – Public Engagement Process:	<u>\$40,464.00</u>
Task 3 – Public Meetings:	<u>\$25,880.00</u>
Task 4 – Public Engagement Report	<u>\$5,000.00</u>
Task 5 – Commissioners Court Updates/Presentation	<u>\$4,270.00</u>

BASIC SERVICES TOTAL: \$79,884.00

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, 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 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the County Executive shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement. However, the CONSULTANT must not perform any Additional Services until after receiving a written request for those services from the County Executive.
- 3.2 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.3 Work made necessary by the CONSULTANT'S errors or omissions does not constitute "Additional Service," and the CONSULTANT will receive no compensation for any such work.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 "Reimbursable Expenses" means expenses in addition to the compensation for

Basic Services or Additional Services set forth in Exhibits 1 and 2, and includes actual expenditures made by the CONSULTANT, **plus a TBD% mark-up**, contingent upon prior written authorization from the EXECUTIVE MANAGER for the following:

- 4.1.1 Expense of reproductions for any record drawings or other information as described in paragraph 4.3 of the Professional Services Agreement.
- 4.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the following limit:

REIMBURSABLES TOTAL NOT TO EXCEED: **\$14,500.00**

SECTION 5 – SCHEDULE OF PAYMENTS

- 5.1 A Lump Sum Payment shall be made within 30 days of receipt of a correct and complete invoice, as defined in paragraph 11.10.1, for the Deliverables described in the Agreement and/or Appendix A, Scope of Services.

SECTION 6 – TOTAL AGREEMENT SUM

- 6.1 The Total Professional Services Agreement Sum, consisting of the Basic Services Fee of **\$79,884.00**, plus the Not-to-Exceed Reimbursable Expense (as listed in Section 4 above) of **\$14,500.00**, shall not exceed **\$94,384.00**.

EXHIBIT 2
HOURLY RATES FOR ADDITIONAL SERVICES

Staff Category	Hourly Rate
Project Manager	\$130.00
Graphic Design & PI Specialist	\$80.00
PI Specialist	\$60.00
Spanish Translator/PI Coordinator	\$50.00
Admin	\$40.00
PB Social Media Expert	\$157.00

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will 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 shall 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will 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 the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish, upon written request, all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will 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 the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the 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. The CONSULTANT will include the provisions of paragraph (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 by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 4**INSURANCE REQUIREMENTS**

During the life of this Agreement, the 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 SHALL 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.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The 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 the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

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. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

**EXHIBIT 5
ETHICS AFFIDAVIT**

STATE OF _____
COUNTY OF _____

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of CONSULTANT: _____

County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary

My commission
expires: _____

ATTACHMENT 1 TO EXHIBIT 5
LIST OF KEY CONTRACTING PERSONS
FEBRUARY 11, 2014

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velásquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
County Executive, Emergency Services.	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice and Public Safety	Roger Jefferies	
Chief Information Officer	Tanya Acevedo	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Director, Records Mgmnt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division.....	Tom Nuckols*	
Attorney, Land Use Division.....	Christopher Gilmore	
Attorney, Land Use Division.....	Julie Joe	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Elizabeth Winn*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	

CURRENT - continued

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... ..	C.W. Bruner, CTP
Purchasing Agent Assistant IV... ..	Lee Perry
Purchasing Agent Assistant IV... ..	Jason Walker
Purchasing Agent Assistant IV... ..	Richard Villareal
Purchasing Agent Assistant IV... ..	Patrick Strittmatter
Purchasing Agent Assistant IV... ..	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV... ..	Scott Wilson, CPPB
Purchasing Agent Assistant IV... ..	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV... ..	Loren Breland, CPPB
Purchasing Agent Assistant IV... ..	John E. Pena, CTPM
Purchasing Agent Assistant IV... ..	Rosalinda Garcia
Purchasing Agent Assistant IV... ..	Angel Gomez
Purchasing Agent Assistant IV... ..	Jesse Herrera, CTP, CTPM, CTCM
Purchasing Agent Assistant III	Shannon Pleasant, CTPM
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Sydney Ceder
Purchasing Agent Assistant III	Ruena Victorino*
Purchasing Agent Assistant III	Rachel Fishback*
Purchasing Agent Assistant III	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..... ..	Vacant
TNR	Melissa Zone

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB.. ..	06/28/14
Purchasing Business Analyst..... ..	Jennifer Francis	11/29/14
Executive Assistant..... ..	Barbara Smith.. ..	01/15/15

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

EXHIBIT 6

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attachment 2 and Attachment 2A from S1308-010-JW Attached)

APPENDIX A

SCOPE OF SERVICES

Project Planning

CD&P believes that close coordination and planning at the beginning of a project will help identify issues early on, saving time and money over the course of any project.

Initial Data Collection and Research

We will work closely with the project manager and TNR staff to gather information immediately after receiving a signed contract. Our team will review the existing plans and develop a strategy for presenting this background information to the public. We will become familiar with Travis County documents and protocols.

Kick-off Meeting

Upon selection of our team for the project, we will meet with representatives of Travis County to discuss overall goals, project timeline, scope, and budget. Our approach is to: listen to your needs; research all available options; provide creative strategies and ideas; provide feedback; and work with you through implementation. This kickoff meeting will set the stage for the project. We will create a formal kick-off meeting memorandum to identify goals, strategies, schedule, communications protocols, and detail guiding principles for the project. The schedule, project plan, and public engagement process will be created as a part of the kick-off meeting technical memorandum.

Project Plan

This section of the kick-off memorandum will incorporate tasks within the scope of work, a list of milestones and deliverables, team responsibilities, and coordination protocol. We will propose a schedule of regular status meetings for project team members. Development of this document will be closely coordinated with the project manager.

Public Engagement Plan

The public engagement process will be guided by the Public Engagement Plan. This plan will state the objectives and goals of the effort, and outline the tasks and timeline for reaching these goals. This plan will be carefully crafted to meet and exceed the objectives set forth by the County. Those objectives will be met by accomplishing the following goals:

- Educate all interested parties on the purpose, policies, and process for this project
- Use effective, proven methods to engage the public, including those that do not typically participate in similar efforts
- Collect meaningful input from stakeholders and incorporate it into the final report
- Keep stakeholders updated and informed on the process

- Provide advance notice of upcoming events, and opportunities to participate in the process using standard proven and creative methods specific to this group of stakeholders
- Build and maintain understanding and support for this effort

Schedule

From information shared at the pre-bid meeting, we created the schedule below. We anticipate there will be adjustments after our kick-off meeting, and we will be flexible with any County or staff adjustments.

Month 1 November	Month 2 December	Month 3 January	Month 4 February	Month 5 March	Month 6 April
Data collection	Public Meeting Logistics and Planning	Media Ads	Media Ads	Develop Report	Finalize Report
Create Database	Webpage	Media Release	Public Meetings	Community Meetings	Media Release
Kick-off Meeting	Develop Survey	Public Meetings	Community Meetings	Community Outreach	Email Update
Public Engagement Plan	Community Meetings	Community Meetings	Community Outreach	Email Update	Social Media - 2 Pushes
Project Plan	Community Outreach	Community Outreach	Email Update	Social Media - 2 Pushes	Project Status Meeting
Branding	Media Release	Email Update	Social Media - 2 Pushes	Commissioners Court Update	Commissioners Court Report
Social Media - 2 Pushes	Email Update	Commissioners Court Update	Commissioners Court Update	Project Status Meeting	
Commissioners Court Update	Social Media - 2 Pushes	Project Status Meeting	Project Status Meeting		
	Commissioners Court Update				
	Project Status Meeting				

Public Engagement Process

CD&P strives in every project to actively and aggressively reach out to and engage the public at large. We can provide multiple opportunities for interfacing with the public by using effective tools. The following list represents a variety of tools the team plans to utilize.

**For more information on our Public Engagement Plan, please reference the Project Planning section*

Branding

We will develop a branded identity for the LWTP which incorporates existing County and TNR themes, features and logo, but that also sets this effort apart and which can be used in all materials for this planning effort. Branding elements may include a LWTP logo, a slogan, etc.



CD&P created a logo and tag line for the CAMPO 2040 Plan.

Project Materials and Collateral

We will work closely with the County to develop project collateral materials which are essential in providing straightforward information to the public. They will include information on how to respond, comment, become more involved, or be added to a contact list for the project. They also allow us to increase the number of stakeholders who can become informed and participate. Materials will be translated into Spanish on an as-needed basis to ensure successful outreach efforts to all populations. Additionally, flyers may be prepared and distributed to different locations to be posted throughout the County. Potential locations include libraries, social and civic buildings, and other major activity centers. We will create a business card to handout that has contact information and the project webpage. This will be useful to distribute at other meetings and events.

Project Materials

- Flyers
- Handouts
- Infographics
- Maps
- Fact Sheets
- Posters
- Bilingual as needed

Stakeholder Database Development and Maintenance

An essential component of the public involvement strategy will be the development of a comprehensive stakeholder database of city and county contacts, neighborhood associations, planning groups, businesses, economic development groups, environmental and social advocacy groups, transit services, hospitals, schools residents, community and civic organizations, special interest groups, media, and other interested parties. The database will be used to disseminate information about the project, such as notification of meetings. The database will be updated throughout the project as new stakeholders are identified.

Development of the database should move rather quickly since we already have multiple databases with hundreds of contacts throughout the County.

**For more information on our comment database, please see Collecting and Documenting Input*

Sample of Stakeholders that will be included:

Bull Creek Foundation, **Village of Volente**, Austin Cycling Association, Northwest Austin Chamber of Commerce, **Greater Austin Hispanic Chamber of Commerce**, Austin Neighborhoods Council, Northwest Austin MUD #1 Canyon Creek, Texas Conservation Alliance, **Home Builders Association of Greater Austin**, Barton Springs/Edwards Aquifer Conservation District, Lake Travis Democrats, Real Estate Council of Austin, **Village of Point Venture**, **City of West Lake Hills**, **Lago Vista and Jonestown Area Chamber of Commerce**, Austin Parks Foundation, Highland Lakes Group, Northwest Business Council, **Lake Travis Chamber of Commerce**, Lakeway/Lake Travis Rotary Club, **Capital City African American Chamber of Commerce**, Balcones Civic Association, Jester Homeowners Association, , **Williamson and Travis County MUD 1**, Trust for Public Land, **Steiner Ranch Community Association**, DELTA, **New Sweden MUD**, Long Canyon HOA, Southeast Austin Neighborhood Alliance, **City of Lakeway**, **Austin Women Chamber of Commerce**, Hudson Bend Colony Neighborhood Association, Parke HOA at Grandview Hills, The Parke HOA, **Pedernales Electric Coop**, Balcones Village/Spicewood HOA, Lago Vista / Jonestown EDA, Protect Lake Travis Association, Upper Bull Creek NA, **Travis County Veterans Service**, Chambord-Austin Owner's Association, Laurel Oaks Neighborhood Association, Save Our Springs Alliance (SOS), **City of Bee Cave**, Four Points Business Alliance, Nature Conservancy, Spicewood Springs Road Tunnel Coalition, **City of Sunset Valley**, Balcones Woods HOA, Lake Austin Collective, Volente Neighborhood Association, **Village of Briarcliff**, Bull Creek HOA, Lakeway Civic Corporation, River Place Country Club, **Austin Board of Realtors**, **Village of Webberville**, Balcones Canyonlands Preserve, Travis Audubon Society, **Pflugerville Chamber of Commerce**, 2222 Property Owners Association, El Concilio, Coalition of Mexican American Neighborhood Associations, **City of Pflugerville**, Building Owners and Managers Association, **Village of The Hills**, Clean Water Action, League of Bicycling Voters, Service League of Greater Lakeway, **City of Jonestown**, LCRA, Save Water Save Money, **City of Creedmoor**, Canyon Creek HOA, **Austin Parks Foundation**, **Westlake Chamber of Commerce**, 2222 Coalition of Neighborhood Associations, **City of Mustang Ridge**, Lakeway Firewise Committee, River Place HOA, **Austin Chamber of Commerce**, Volente Mud, Austin Sierra Club, **Hill Country Conservancy**, **Lost Creek Mud**, , Spicewood on Bull Creek HOA, **City of Rollingwood**, Austin Asian American Chamber of Commerce, **Downtown Austin Alliance**, BikeTexas.org, Lake Travis Lions Club, Women's Club of Greater Lakeway, **Village of San Leanna**, Southeast Coalition, **City of Manor**, Lakeway Friends of the Parks, **River Place MUD**, Austin Neighborhoods Council, West Travis County MUDs, Save Barton Creek Association, **City of Austin**, Women's Chamber of Commerce of Texas, **League of Women Voters**, Sierra Club, **City of Lago Vista**, Moores Crossing

Dedicated Project Webpage

A project webpage within the Travis County website will be developed that holds all project information and will be updated regularly as new information becomes available. Project collateral and meeting materials will be available for the public at this site and meeting notices will be posted in advance of the public meetings. This webpage will be interactive, providing opportunities for stakeholders and members to send comments or questions, provide access to online surveys, share information about public meetings and other opportunities for input, and register to receive email updates.



Business card created for the Caldwell County Transportation Plan.

We will also make recommendations on how to promote this project on the home page of the Travis County website. We will create a graphic that entices viewers to learn more about the process and notifies them of opportunities to participate.



CD&P has experience creating webpages within County website. Pictured is the page we developed for the Hays County website.

Email Blasts

It is very important to keep in frequent contact with the stakeholders and participants in the planning area to report back to stakeholders on what is being studied and what information has been collected during the process. Stakeholders can become disconnected and assume things are operating outside of a transparent process when planning teams do not report back regularly. Email updates will be used to share opportunities to participate, updates on progress, project materials, and questionnaires, and serve as a venue for questions and comments.



Project Email Address

We propose setting up a dedicated email address for the LWTP planning process. This email address would be connected to an email management system such as Mail Chimp and CD&P would monitor emails and manage responses. Stakeholders will be directed to this email address for all communications and input during the project.

TravisPlan@co.travis.tx.us

Media Plan

We will create a media plan that effectively announces opportunities for the public to participate in the process but is very cost effective. The team will assemble a media list which covers Travis County and the surrounding areas. We will coordinate with the Travis County Media Department on all media outreach.



We have learned that in more rural communities, placing small display ads in local papers to advertise participation opportunities is very cost efficient and effective. This means, that rather than just advertising in the Statesman, we will identify smaller, local media sources.

Traditional Media

Media releases will be developed and include project information and materials and notices for opportunities to participate, such as public meetings and questionnaires.

- **First Media Release** – An initial release will announce the project and the steps the County is taking to get the public involved. It will promote the project webpage and how to sign up to receive updates on the project.
- **Second Media Release** – A subsequent release will announce all meeting dates, times, and locations, and more project specific details such as what kind of input we are seeking and how to get involved if you cannot attend the meeting. We will also encourage media attendance and participation at public meetings.
- **Third Media Release** – A final release will announce the results of the public engagement effort and plans to present to the Commissioners Court.
- **Media Advertisements** – In addition to the media releases, we will strategically place meeting advertisements in the most cost effective places. Our media outreach plan will include details and pricing information for many media sources such as local papers, community newsletters and circulars.
- **Public Service Announcements** – In addition to print media, we will work with local cable access channels to place Public Service Announcements and advertisements if cost effective. We will generate periodic PSAs to share with media outlets and social media contacts. These will be brief statements to share information about the outreach effort, events and meetings, and calls to action.



PSAs will also be shared with our community group contacts to distribute to their members. For example, local Lions Club can share the message during their opening announcements, the Chamber of Commerce can add it to their scrolling messages on their website, etc.

Social Media

We will increase the participation in this planning effort through an aggressive social media campaign. Project stakeholders will be directly connected to this project and be kept up-to-date on progress through regularly scheduled postings. A minimum of two social media posts will be made monthly and as pertinent information is available. From the beginning of the project, we will identify opportunities and topics for posting. We will also research and consider advertisements within social media tools. Metrics will be provided throughout to show your return on the social media efforts.



Collecting and Documenting Input

Stakeholders will have the opportunity to provide input in multiple formats. Input and feedback will be collected primarily electronically, but we will provide printed comments cards and/or surveys as needed.

Information will be posted on the project website with directions on the different ways the public may share their input.

We will also respond to all questions in a timely manner so the public knows they are being heard and the team is responsive.

All communications and comments will be entered in a comment database and be coded with the type of input received so that they can easily be sorted into different categories.

**For more information on how input will be collected, please see the Public Meeting - Collecting Input section*

**For more information on the comment database, please see the Report section*

Community Conversations

Community Conversations will serve as a way to generate a dialog between community members and the project team. Questions and topics can be presented via the project webpage and social media with a click to respond mechanism that automatically emails responses to our team. Our goal is to encourage meaningful responses and generate feedback that can directly impact our community.

Venue	Comment	Category
Survey # 2	IH-35 from Austin to San Marcos continues to be the highest traffic in Hays County. Diverting people to other roads can only go so far.	General Comment
Survey # 2	against the proposal	General Comment: Non Supportive
Survey # 2	Yes, I would like to see bike lanes added to any upgrading especially 1626. There are many cyclists on the dangerous road now, and an upgrade to include bike lanes would not only be much safer, but it would significantly enhance the recreational aspects of the Hill Country and its connection to existing trails and population centers. It would also enhance business opportunities by more tourism.	General Comment: Bicycle Facilities
Survey # 2	1. The Violet Crown Trail and a greenway should be on the map and it should connect Austin to San Marcos as a biped facility. 2. Make watershed protection a cornerstone of your engineering. Lead the research analysis and design improvement process. Roadways are not singular entities, they become a highly (if not the highest) impactful part of the county's ecology. Be smarter, be leaders. 3. Is the money raised through county property taxes within municipalities spent proportionally in those municipalities or are urban dwellers subsidizing the exurbanites? Focus on increasing mobility in the dense areas not the distant places. It saves gas, reduces pollution, reduces open land consumption.	General Comment: Bike/Ped Facilities; Environment; Funding
Survey # 2	Greenbelts and greenways are generally a lower cost method to take citizens of the roadway while serving as major traffic corridors, particularly for students in San Marcos or other people who travel by foot or by due to necessity or personal preference. The less cars on the roadway, the less roadway maintenance which will be needed and less degradation to the environment in terms of surface and air pollution.	General Comment: Bike/Ped Facilities
Survey # 2	Please construct Sidewalks and Shoulders	General Comment: Bike/Pedestrian Facilities
Survey # 2	Bike lanes are crucial to have. I much like the design of the ones similar to Texas State's. Otherwise, expand sidewalks to be able to accommodate both bikes and pedestrians.	General Comment: Bike/Pedestrian Facilities
Survey # 2	All upgrades/expansions need to include wide shoulders to accommodate cyclists.	General Comment: Bike/Pedestrian Facilities
Survey # 2	All upgrades/expansions need to include wide shoulders to accommodate cyclists. PKWY drawing shows cyclists on off road pathway with pedestrians. This needs to be a VERY wide pathway to avoid user conflicts. Better to put a wider lane or shoulder on roadway for bikes.	General Comment: Bike/Pedestrian Facilities
Survey # 2	Provide more bike lanes or develop shoulders to serve both vehicles and bikes as a Hays County Transportation Standard	General Comment: Bike/Pedestrian Facilities
Survey # 2	Please add bicycle and pedestrian facilities to any new construction or renovations in the future. Focus on the East/West thoroughfares under IH-35 in San Marcos. They are outdated and dangerous.	General Comment: Bike/Pedestrian Facilities; Focus Growth in Corridors
Emailed	When the I-35 southbound access road in Kyle goes to one way, traffic from west of I-35 in Kyle to shopping & medical facilities on FM 1626 must go 2 miles farther on Center Street & northbound I-35 access road to FM 1626. This will cause much more traffic congestion on those routes. An alternate route on FM 150, FM 2770, Co Rd 171, and FM 1626 will add more than 4 miles for residents to shop or receive medical care. A new road from Burleson Street to Marketplace Avenue & FM 1626 would reduce congestion and distance for residents and Emergency Vehicles. We in Kyle west of I-35 are very dismayed that this road has been removed from a high priority for construction.	General Comment: Connectivity (submitted prior to draft plan presentation)

Comments will be categorized, logged, and distributed to the team for inclusion in the planning process.



This type of topic driven engagement is often used in a much larger scale on community crowdsourcing websites. If desired, we can incorporate the use of a more formal crowdsourcing site, such as MindMixer. This is an additional way to gather input online

Sample Topic:

"If you could make one improvement to transportation in Travis County, what would it be?"

Community Outreach

It is really important to not only ask the public to come to your meetings, but to get out and attend meetings or participate in other activities where the public is already congregating.

- **Coordinating Engagement** – At any given time all over Travis County and Central Texas, multiple community engagement efforts are underway. CD&P has worked with a group of local public involvement officials and community outreach leaders that maintain a central calendar of public engagement and community events. Knowing other events and efforts that are underway provides an opportunity attend those events and engage additional stakeholders and allow other agencies to participate in our events.
- **Community Outreach Partnerships** – One effective and cost efficient strategy in reaching and obtaining input in such a large area, is using partners within the affected communities. We will reach out to community, business, social, and political leaders to request assistance in communicating to various population groups. These partners can help the team distribute flyers, email communications, and social media posts to their contacts, peers, and members. This will allow us to reach more people.
- **Community Meetings** – We will identify and attend community events such as festivals, other civic related meetings or open houses, to share information about the planning process and to solicit input from attendees. We will also reach out to community and special interest organizations to schedule attendance at their regular meetings. Groups such as the Lions Club or meetings of senior citizen groups provide a prime opportunity to share information and create a dialog with these citizens. Materials such as a brief presentation, fact sheets, surveys, and information on how to access the website will be shared at these opportunities.

◀ PREVIOUS EXPERIENCE

At a recent community event for the Housing Authority of City Austin that CD&P staffed, we were able to share not only information about the City's recycling ordinance, but also share information about a survey being conducted for our CAMPO 2040 Plan efforts.

Environmental Justice Strategies

We will use proven strategies to reach and solicit participation and input from groups and community members who traditionally do not participate in civic planning efforts.

This includes working with different community groups that have contact with these stakeholders to distribute project information such as senior citizen centers, minority business leaders, League of

United Latin American Citizens, Network of Asian American Organizations, churches and other community groups. We will also place flyers and social media messages at locations and interactive forums where these community members often gather (libraries, churches, etc.) and use phone outreach to foster partnerships to distribute information.

◀ PREVIOUS EXPERIENCE

In Caldwell County, our team had great success obtaining input from senior citizens by reaching out to local senior activity centers to make presentations, and distribute paper copies of surveys.

Questionnaires and Surveys

We may use questionnaires or surveys to assist the planning team in identifying priorities and preferences of the public. They will include demographic questions to help ensure representation of both a diverse geographic area of the region and of the diverse population.

They will be available via an online tool and also in paper format. All questionnaires collected will be entered in the online tool so that data retrieval and analysis will be more accurate and easy to conduct.

Public Meetings

Logistics

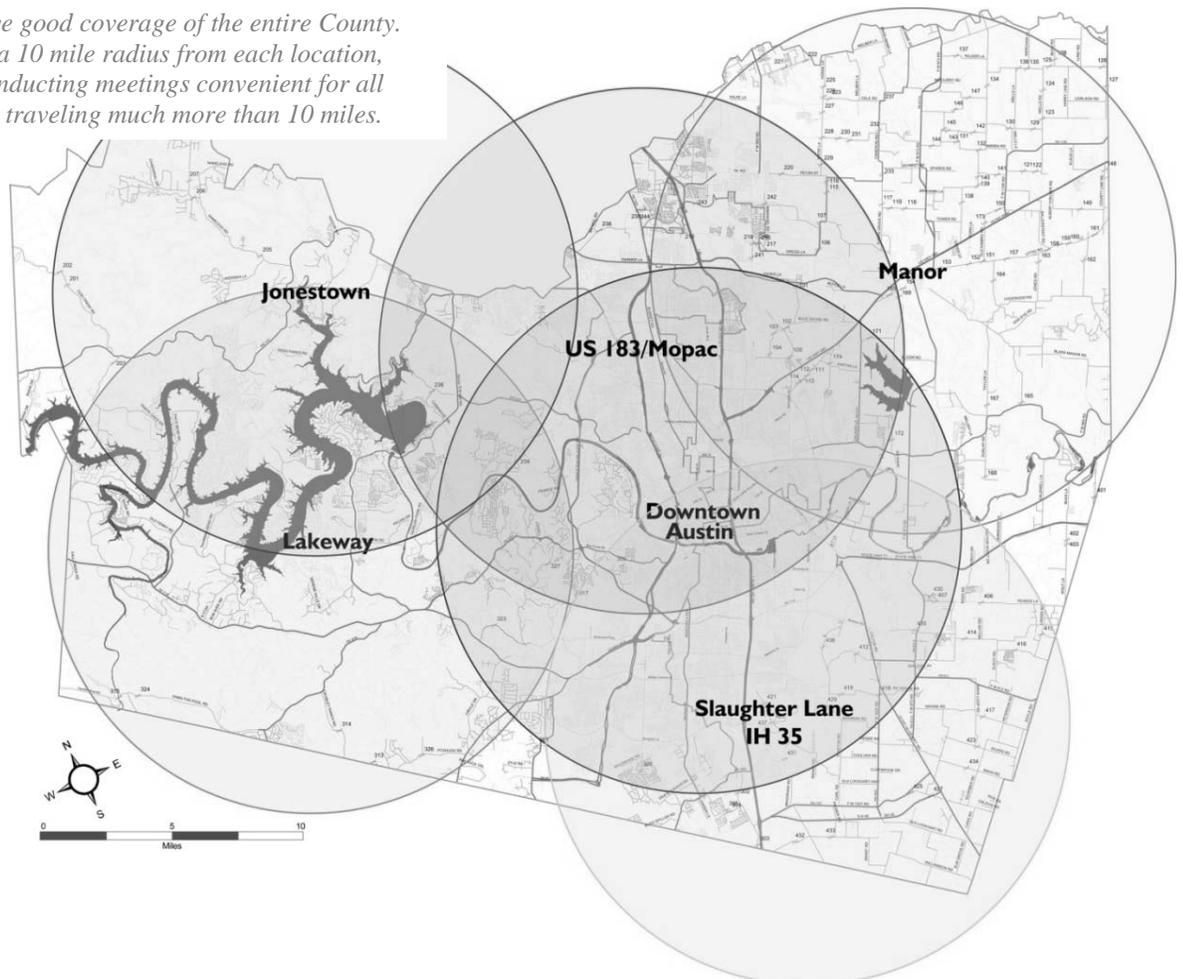
CD&P will coordinate all logistics for the public meetings including location, time, format, equipment, supplies, way finding signage, etc. Logistic plans will be shared with the project manager and team for input and approval.

Locations

We will seek meeting locations that are easily accessible, free of charge, ADA accessible, and bicycle and transit accessible when possible. In reviewing a map of Travis County we propose holding meetings in or near the following locations:

- City of Lakeway
- Jonestown
- Near US 183 and MoPac
- City of Manor
- Downtown Austin
- East of Slaughter Lane and IH 35

These locations will give good coverage of the entire County. The map demonstrates a 10 mile radius from each location, showing that we are conducting meetings convenient for all County citizens without traveling much more than 10 miles.



Format

We propose holding meetings in an open house format from 3:30 to 7:30 p.m. to accommodate different schedules (those that need to meet before 5, and also those that need to meet after working hours). For the downtown location we would propose holding the meeting from 11:00 a.m. to 1:00 p.m. and 3:30 to 7:30 p.m. to accommodate attendees during the lunch hour. Rather than make one formal presentation, we will set up different stations for attendees to visit so they are able to come and go as they please.

This format is also an effective way to accommodate those that attend with other agendas. We are able to visit one-on-one with them without disturbing the whole crowd.

Electronic Sign-In

We will provide an electronic sign-in sheet to collect attendees contact information and email address to be added to the database. This electronic sign-in will save time and budget, and plus we can map where attendees live to show that we have a good coverage in our outreach.

Collecting Input

It is essential that we make it easy for stakeholders to share their input and desires for the Land, Water, and Transportation Plan.

- **Mapping Exercise** – We will have different mapping exercises at our public meetings where the public can give their input directly correlated to the locations of interest.
- **Online Survey** – We will also set up computers to facilitate participation in online surveys at the meetings.
- **Electronic Comments** – We will also provide an opportunity to leave “written comments” on the computers, text comments to our project email address, and email comments (in the event that someone would prefer to make their written comments outside of the meeting).
- **Real Time Polling** – Periodically during the event, the facilitator will pose a question that attendees can respond to with a polling mechanism. This polling can be submitted via text message.
- **Public Engagement Evaluation** – As we collect input, we will also encourage users to provide feedback on the quality of public involvement activities and the community outreach strategies employed.

Meeting Announcement and Promotion

Meeting announcements will be designed and distributed with the goal of generating interest and reaching as many citizens and stakeholders as possible. We may use the following tools:

- Email Announcements
- Posters/Flyers
- Media Releases
- Meeting Notifications in Media
- Social Media Outlets
- Secondary Distribution Channels (HOA Newsletters, Student/Parent Notifications, etc.)
- Coordination with Elected Officials (specifically Commissioners)
- Phone Outreach to Community Leaders

Materials

CD&P will develop handouts, presentations, exhibits, polling questions, and other tools for sharing information and collecting input at meetings. Materials shared at meetings will be easy to understand and simplified graphics will be used to illustrate complex concepts when possible. Materials will be provided in English and Spanish as needed.

Public Engagement Report

As we conclude the public engagement process, it will be important to develop a report that clearly describes the input we received. CD&P has excellent experience in documenting public outreach efforts and have perfected creating easy to understand reports. We have also generated a method of documenting and cataloging comments so that information can be sorted by type of comment, name, or geographic area.

Report will include:

- Summary of Public Meetings
 - Overview and summary of each meeting
 - Meeting notifications used
 - Attendance report
 - Questions asked

Summary of Comments Received

- Generalized Report
- Reference Appendix for database of comments

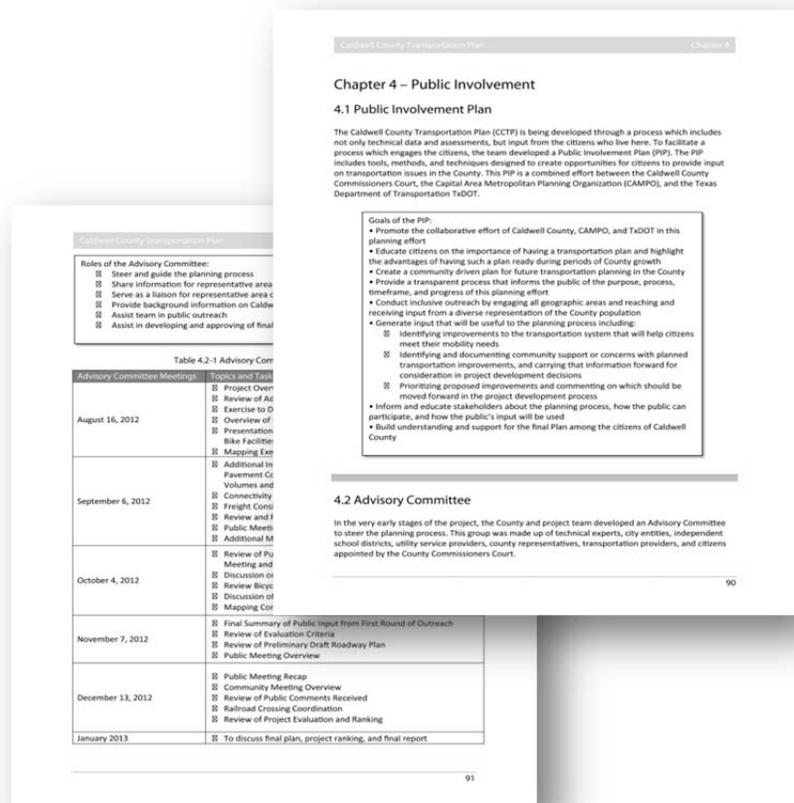
Summary of Media Coverage

- Summary of coverage
- Summary of media inquiries

Appendix:

All comments received categorized by type of comment

Sample public involvement report from the Caldwell County Transportation Plan



Commissioners Court Presentation

CD&P understands the importance of keeping the Commissioners Court up-to-date throughout the public engagement process. We also want their input during the process. To that end, we would propose monthly updates to the Court that would be brief, 5-minute reports on process and progress. As we begin to receive comments from the public we would also give the Court updates on the types of comments collected. An example of this is: 5 comments received on the importance of bicycle lanes, 10 comments on water planning, etc. After the presentations, we would open the floor to questions and comments. Updates would begin after the kickoff meeting and once a Public Engagement Plan has been produced.

The Take Away

- Monthly Briefings
- Longer final presentation
- Updates as needed

We would also prepare a final presentation that would be longer, where we would summarize the process and the input we received from the public. We anticipate presenting the Public Engagement Report and highlights and successes of the project.

While most updates would be given during Commissioners Court, there may be times when they need to know of issues in a timelier manner. Should this occur we will provide a written update for the Project Manager or staff to forward.

APPENDIX B
CONSULTANT'S PROPOSAL

(SEE CONTRACT FILE)