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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Aulick and Associates, LLC for professional planning services in FY 2014.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 1, 2013	\$75,000

LINE ITEM NUMBER
5448-008

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A **AUDITOR REVIEW:** N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	CONLEY	WHISENANT

SUMMARY

Funds have been approved in the FY14 Budget. Aulick and Associates, LLC, has been providing professional services for Hays County Transportation Plan implementation, transportation planning, project management, seeking additional funding for transportation projects, review and analysis of CAMPO issues, including the Hays County portion of the upcoming CAMPO 2040 Plan, and representing Hays County on the CAMPO Technical Advisory Committee. To continue the necessary and essential services of Aulick and Associates, LLC for FY 2014, it is necessary to execute a new contract.

FILED: 10 01 13
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 28365 VOL V PG 252

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Aulick and Associates, LLC** (hereinafter "Contractor"), whose primary place of business is located at 100 Commons Rd., Suite 7-108 Dripping Springs, Texas 78620, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the 1st day of October, 2013 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Contractor shall provide planning and management services to implement Hays County transportation projects approved for federal, state and local funding and pursue funding for additional transportation projects. Contractor shall serve as a technical liaison to CAMPO relative to regional planning and funding issues affecting Hays County. Contractor shall provide technical analysis on programs and ordinances in order to improve the transportation system in Hays County.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcharding, Director of the Transportation Department and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed on or about the 30th day of September, 2014 (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable request and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite and reference to Contractors rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Seventy-Five Thousand Dollars (\$75,000.00 USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. The County shall owe Contractor an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor and Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and /or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at:
Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300,
San Marcos, Texas 78666; Facsimile-(512)393-2282; Email -
bert.cobb@co.hays.tx.us.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at:

Suite 7-108, 100 Commons Rd,
Dripping Springs, TX 78620
email: michael.aulick@gmail.com

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to

indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2, 3, 4, 5, 10, 12, 14, 15, 16, 17, 18, 20, and 21.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be

referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.



Hays County Texas



Contractor

By: Judge Bert Cobb M.D.

By: Michael Aulick

Hays County Judge

Aulick and Associates

-- EXHIBIT "A" --

EXHIBIT A

Scope of Work

1. Facilitate implementation of the Hays County Transportation Plan through arterial alignment analysis and mapping, dedication of right-of-way through the subdivision process, coordination with cities in Hays County and adjoining counties, and necessary amendments to the CAMPO Plan and Transportation Improvement Program.
2. Complete necessary TxDOT and CAMPO administrative implementation actions for Hays County transportation projects that are approved for federal and state funding.
3. Pursue funding from TxDOT, CAMPO and other sources for roadway projects and bicycle-pedestrian facilities.
4. Serve as Hays County's representative on the CAMPO Technical Advisory Committee in regard to CAMPO programs and issues affecting Hays County.
5. Coordinate Hays County's participation in technical and policy issues involved in the preparation of the CAMPO 2040 Regional Transportation Plan to be adopted no later than June 1, 2015, to ensure consistency with the adopted Hays County Transportation Plan.
6. Attend CAMPO Board and Technical Advisory Committee meetings as warranted, in order to represent and advise Hays County on CAMPO policies, funding opportunities and other matters of importance to Hays County.
7. Review and advise on CAMPO, TxDOT and CTRMA analysis of roadways affecting Hays County, e.g. SH 45(SW), RM 1826, Turnersville Rd.
8. Provide technical analysis and advice on Hays County programs and ordinances to improve the transportation system in Hays County, including roadways, transit and bicycle-pedestrian facilities.
9. Meet with Hays County Commissioners and staff to provide information and advice on CAMPO, TxDOT and other transportation matters, as warranted.
10. Provide other services as directed by the Hays County Transportation Director.

-- EXHIBIT "B" --

Fee Schedule

Contractor's Hourly Rate Schedule

Principal \$ 125.00

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____
