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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 contract with Prime Strategies, Inc. for professional program management services for the TxDOT/Hays County Partnership Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	July 23, 2012	\$250,000.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	CONLEY	INGALSBE

SUMMARY

Please refer to memo.

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FILED:
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 29170 VOL V PG 197

Memo

To: Hays County Commissioners Court
From: Michael J. Weaver
Date: 7/15/2013
Re: Proposed Project Management Contract – TxDOT/Hays County Partnership Program

As you are aware Prime Strategies, Inc. has been assisting the County over the last six months with developing and implementing the TxDOT/Hays County Partnership Program. During that time we have been in numerous meetings with the TxDOT Administration and TxDOT Austin District regarding the details of the County's proposal.

This morning the Texas Transportation Commissioner (TTC) unanimously approved an amendment to the FY2013 Unified Transportation Plan allocating TxDOT funding for the Partnership. We anticipate additional TTC action on the first reading of the State Infrastructure Bank (SIB) application in July and final approval of that funding commitment later this year.

In the meantime PSI has helped the County secure engineering design and support services for the 3 segments of FM 110. That work is well underway. We have helped secure approval of design contracts for FM 2001 and the Buda Truck Bypass. That work is on hold pending the Courts approval to issue a Notice to Proceed (NTP) for that work.

And, as mentioned above we have spent a lot of time with the County Auditor, Mark Kennedy, and Dan Wegmiller with preparing and processing the SIB application. There is still a lot of work left to do to negotiate the final terms.

I have attached a professional service agreement for PSI to provide program management services to Hays County for the implementation of the TxDOT/Hays County Partnership Program. This is a very similar agreement to the one PSI currently has with the County to manage the Pass-Through Finance Program. And while the Scope of Services would encompass implementation of the entire program this initial budget and contract term only covers the next 3 to 4 month. Once all of the funding pieces are in place and the necessary TxDOT agreements approved, PSI could bring back to Court a Supplemental Agreement with multi-year budgets to manage the implementation of the entire program. This is the format we have used with the Commissioners Court and County Auditors for the PSI Pass-Through Finance Program management contract.

If you have any questions regarding our contract or scope of work please let me know.

ATTACHMENT: Professional Services Agreement w/Exhibits

PRIME STRATEGIES, INC.

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME Hays County TxDOT Partnership Program – Program Management

PROJECT NUMBER HC-0417

CLIENT Hays County, Texas

ADDRESS County Judge Bert Cobb, M.D.
Hays County Court House
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666

(Client) hereby requests and authorizes Prime Strategies, Inc. (Contractor) to perform the following services:

SCOPE: See Attached Exhibit I

COMPENSATION to be on an hourly fee and material (expense) basis with a Not-to-Exceed Fee of \$(250,000.00).

Note 1: See Exhibit II

Note 2: See Exhibit III – PSI Hourly Rate Schedule

Note 3: This Agreement covers the Period July 1, 2013 to October 31, 2013

Services covered by this authorization shall be performed in accordance with PROVISIONS stated on the back of this form.

Accepted for

Approved for **PRIME STRATEGIES, INC.**

By: _____

By: Michael Weaver

Title: _____

Title: Principal

Date: _____

Date: _____

PROVISIONS

1. **AUTHORIZATION TO PROCEED**
Signing this form shall be construed as authorization by CLIENT for Contractor to proceed with the work, unless otherwise provided for in the authorization.
2. **OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Contractor's administrative costs, as negotiated.
3. **PROFESSIONAL STANDARDS**
Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of the work and materials furnished under this Authorization.
4. **TERMINATION**
Either CLIENT or Contractor may terminate this authorization by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay Contractor in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
5. **Venue Provision**
In the event there is legal action, the venue will be Hays County.
6. **LEGAL EXPENSES**
In the event legal action is brought by CLIENT or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
7. **PAYMENT TO Contractor**
Monthly invoices will be submitted by Contractor for all work performed under the terms of this agreement, together with appropriate supporting documentation as may be required by the CLIENT. Contractor will be paid upon approval of the invoice.
8. **LIMITATION OF LIABILITY**
Contractor's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
9. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by Contractor if authorized in writing by CLIENT. Additional services will be paid for by CLIENT, as negotiated.
11. **ACCESS TO RECORDS**
This agreement will be governed by the Texas Open Meetings Act.
12. **UTILIZATION OF WORK PRODUCT FOR MARKETING**
CLIENT and all affiliated agents and successors in interest agree that Contractor may at Contractor's sole discretion use all work product developed under this contract for marketing purposes in any and all contexts in perpetuity unless Client and Contractor agree in writing otherwise.

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

P:\Prime Strategies Data\Projects\HC-0417 HC-TxDOT Partnership Program
PM\PSI contract\PSI contractor agreement_07092013.doc

EXHIBIT I

SCOPE OF SERVICES

The services to be performed by the *Consultant* under the initial phase of this contract shall consist of providing program engineering management services required to initiate and monitor production of contract documents for the projects in the Hays County TxDOT Partnership Program.

The *Consultant* shall furnish materials required to perform the services except as otherwise specified in services to be provided by *Client*.

SECTION 1 – PROGRAM MANAGEMENT

- 1.1 Identify specific program activities and prepare pass through financing program organizational and management documents.
- 1.2 Meet with Commissioners and implement priority partnership projects.
- 1.3 Develop cost estimates and implementation schedules for priority projects.
- 1.4 Work with the County financial advisor to determine project budgets.
- 1.5 Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
- 1.6 Request qualification statements from engineering firms for design services, and for other service providers, as necessary.
- 1.7 Assist the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the partnership program.
- 1.8 Assist the County Auditor and Financial Advisor in the development of a State Infrastructure Bank (SIB) application for FM 110. Activities include preparation of the document, coordination with TxDOT staff, and approvals by the Texas Transportation Commission.
- 1.9 Coordinate County Commissioners and key construction management and construction personnel appearances and presentations to elected official, governmental bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chamber of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc. regarding the TxDOT Hays County Partnership Program and specific projects.
- 1.10 Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting and production of materials and exhibits for the

individual meetings.

- 1.11 Assist the Right-of-Way teams, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way as specified for projects in the Partnership Program. This would include providing preliminary cost estimates and a priority acquisition schedule.
- 1.12 Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for Partnership Projects. Coordinating environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
- 1.13 Design, create, and erect all project signage for the TxDOT Hays County Partnership projects in the county.

SECTION 2 – ENGINEERING PROGRAM MANAGEMENT

The *Consultant* shall provide management assistance to the Program Manager by performing the following activities:

- 2.1 Update, as necessary, standardized professional service contracts for engineering design services and construction observer activities.

The *Consultant* will provide engineering program activities as necessary related to establishing the systems and procedures to implement the design and construction of the Partnership projects, including:

Phase A Services – Engineering Oversight

1. Coordinate with various entities to review established goals, constraints, priorities, and responsibilities, and update as required.
2. Maintain an updated version of the Master Schedule for the TxDOT Hays County Partnership Program, including planning activities, design, right-of-way acquisition and construction phases./ Maintain and revise the Master Schedule, as necessary, during the course of this Work Authorization.
3. Continue to refine and revise, as necessary, project development and delivery procedures, including coordination with all necessary stakeholders to ensure projects are developed to TxDOT standards.
4. Manage and oversee design firm activities during the Work Authorization period.
5. Manage and oversee the preparation of construction documents during the Work Authorization period, including:
 - a) Review scope of work for each road project.
 - b) Review reasonableness of engineering fee estimate for each project.
 - c) Assist Client in negotiation of contracts with selected firms.

- d) Conduct kick-off meeting with project firm/team.
 - e) Perform design reviews in accordance with Pass Through Financing Program Procedures (TxDOT).
 - f) Review invoices.
 - g) Conduct a maximum of six (6) progress meeting per project, and conduct in-house audits of project consultant activities on a monthly basis.
 - h) Oversee submission of plans to TxDOT, and Texas Commission on Environmental Quality (TCEQ) formerly known as Natural Resources Conservation Commission (TNRCC), as required.
 - i) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction in complete.
6. Implement and maintain project database service to facilitate project management and coordination of design efforts.
7. Coordinate with County Engineer and other County representatives during project development.
8. Provide oversight for design consultants performing utility relocation design and coordination.
9. Provide assistance to design engineers with bid phase services, as identified in the TxDOT Hays County Partnership Program in preparation for construction, including, but not limited to:
- a) Assist in preparing Bid Documents.
 - b) Assist in Advertisement of road project.
 - c) Prepare and distribute Addendums, as necessary.
 - d) Conduct a Pre-Bid meeting.
 - e) Conduct a tabulation and evaluation of bids and contractors.
 - f) Recommend a contract award.

EXHIBIT II

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 250,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit III.
- 1.3 *Consultant* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the Consultant's invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Consultant* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit III to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Consultant* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations to authorize the *Consultant* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Consultant*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Consultant's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Consultant* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Consultant* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not

relieve the *Consultant* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Consultant* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 – REQUIRED SUPPORTING DOCUMENTATION

- 4.1 Upon submittal of the initial invoice for service, *Consultant* shall provide *County Judge* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 4.2 All invoices submitted to *County Judge* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 4.3 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Consultant*.

EXHIBIT III

PRIME STRATEGIES, INC. HOURLY BILLING RATE SCHEDULE

Principal	\$285.00
Senior Engineer/Senior Planner	\$275.00
Project Manager/Planner	\$150.00
Technical Support	\$125.00
Administrative Support	\$100.00
Clerical	\$ 80.00

*Hourly rates shall increase by 3% for the calendar year beginning January 1, 2014 and shall increase by 3% for each successive calendar year thereafter on January 1.**

REIMBURSABLE EXPENSES

Direct expenses shall be those costs incurred on behalf of the Client for project efforts, including but not limited to, necessary transportation costs including mileage at current IRS approved rate when automobiles are used, airline travel when approved by the County, meals and lodging, computer and printing service bureau charges, telephone, facsimile, delivery service, reproduction, and binding charges. Reimbursements for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Prime Strategies, Inc.

** provided that the consumer price index (CPI) for all workers or the equivalent, for the previous calendar year has not decreased.