

TRANSPORTATION SERVICES CONTRACT

This TRANSPORTATION SERVICES CONTRACT (“Agreement”) is entered into by and between Innovative Transportation Solutions, Inc. (“ITS”) a Texas Corporation, and Brazos County, Texas, (“Brazos County”) a Texas political subdivision. ITS is pleased to submit this proposal to Brazos County (“Client”). ITS proposes the following scope of services and specific tasks.

I. INTRODUCTION

ITS is a full-service Transportation Engineering Consulting Firm. The Transportation Consultant team is led by John R. Polster, Sr. who has extensive knowledge in the area of facilitating major transportation and infrastructure projects through local, state, and federal processes. Claud P. (Buz) Elsom III, P.E. who has extensive experience in the design and analysis of highway systems, leads our technical team, offering unmatched resources for critical transportation projects.

II. SCOPE OF SERVICES

As Transportation Consultants, ITS will specifically conduct the following services for Brazos County:

Task 1 -Strategic Planning and Funding Consultation

ITS shall provide leadership and management on the County's Transportation Program; assist the County in identifying its transportation needs and continuously seek out funding sources, both conventional and innovative, to achieve those goals.

- A. Development of Overall Priority and Goals for Transportation Projects**
 - Assist Brazos County in the analysis of pending surface transportation projects resulting in the prioritization by the Commissioners Court of said projects within Brazos County;
 - Identify key Brazos County transportation projects for policy level focus;
 - Develop overall program and strategic long-range transportation planning goals and objectives;
 - Determine an equitable County participation based on benefits to accrue by advancing the project early; and
 - Determine ability and willingness of other stakeholders to participate, whether in cash or in kind, to advance the project.

- B. Federal Transportation Policy Development and Implementation**
 - Monitor the following organizations for possible opportunities and impacts to key Brazos County projects: U.S. Congress and appropriate Congressional committees,

U.S. Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, Transportation Safety Administration, Federal Aviation Administration, U.S. Army Corps of Engineers, and Environmental Protection Agency;

- Continue efforts toward the authorization of funding for key Brazos County projects;
- Continue efforts toward the appropriation of funds for key Brazos County projects;
- Meet with County Commissioners as needed to update progress and direction; and
- Provide reports and briefings to the Commissioners Court as required.

C. State Transportation Policy Development and Implementation

- Monitor the following organizations for possible opportunities and impacts to key Brazos County projects: Texas Governor's Office, Texas Legislature and appropriate legislative committees, Texas Turnpike Authority, Texas Transportation Commission, Texas Department of Transportation Headquarters Division (Austin), and Texas Commission on Environmental Quality;
- Continue efforts toward the placement of key Brazos County projects on the STIP and UTP documents with appropriate funding commitments;
- Continue efforts toward eliminating the barriers to the implementation of key Brazos County projects to include gaining environmental clearance, acquisition of right-of-way, development of PS&E, and letting of construction contracts;
- As required and authorized, set up and attend meetings with key policy makers and staff members (agencies and elected officials) in Austin, Texas to further efforts at the state and regional level. These meetings would be attended by selected County staff members and Commissioners Court members. To minimize travel costs and schedule impacts, these meetings must be scheduled to maximize the value of the time invested;
- Follow up with State legislative and agency staff members to facilitate the implementation of the County's Transportation Program;
- Meet with County Commissioners on a monthly basis to update progress and direction; and
- Provide reports and briefings as required to the Commissioners Court.

D. Regional Transportation Policy Development and Implementation

- Monitor the following entities for possible opportunities and impacts to key Brazos County projects: Texas Department of Transportation Bryan District, Bryan/College Station Metropolitan Planning Organization (BCSMPO), Brazos County RMA, Other surrounding counties, and Other entities as directed by Brazos County;
- Continue efforts toward the placement of key Brazos County projects on the BCSMPO TIP and UTP programs with appropriate funding commitments;

- Continue efforts toward eliminating the barriers to the implementation of key Brazos County projects to include gaining environmental clearance, acquisition of right-of-way, development of PS&E, and letting of construction contracts;
- As required and authorized, set up and attend meetings with key policy makers and staff members (agencies and elected officials) in various locations within the Brazos County region to further efforts at the state and regional levels. These meetings would be attended by selected County staff members and Commissioners Court members. To minimize travel costs and schedule impacts, these meetings must be scheduled to maximize the value of the time invested;
- Follow up with appropriate agency staff members to implement policy program;
- Meet with County Commissioners as requested to update progress and direction; and
- Provide reports and briefings as required to the Commissioners Court.

Task 2 – General Program Management and Design Management Assistance

ITS will provide general program management of the Transportation Program on behalf of the County and represent the County in all general and professional activities that are required to successfully execute this program. These duties will include as a minimum the following items:

General Program Management:

- Develop detailed Program Management Plan (PMP) for the implementation of the design, procurement and construction phases of the program.
- Attend Commissioners Court meetings and other pertinent County meetings to report on the current status of the Program;
- Meetings with Court officials and their staff as needed to discuss the Program;
- Attend local, regional, state and federal transportation meetings and events that are of importance to the Transportation Program;
- Coordinate with TxDOT; BCSMPO; USDOT; USACE; FEMA; EPA; TCEQ and other regional, state and federal agencies as required to facilitate all aspects of this Program;
- Determine which projects may be affected by local events or may impact those events and outline strategies to meet community expectations;
- Monitor and update the overall project schedule throughout the program in coordination with utilities, real estate, environmental, design consultants, construction managers, contractors and others that are involved at the program and individual project levels;
- Review and provide comments on schedules submitted by consultants, contractors and others for conformance with scheduling requirements and policies, consistency with project/construction plans and phasing, ability to execute, proper resource allocation and other schedule-related requirements;

- Provide any additional management services that may be requested by Brazos County officials.

Design Management Assistance:

- Providing general management over all aspects of the design process, including direct participation in periodic design coordination meetings;
- Making recommendations for process improvement;
- Evaluating performance of design consultants;
- Reviewing milestone submittals by design consultants to assure intent of the project is met, County's best interests are represented and consultant is meeting terms of their contract;
- Reviewing periodic and the final Opinion of Probable Construction Cost provided by the design consultants; and
- Reviewing and initial approval all pay requests from design and specialty consultants to be submitted to the County.

Task 3 – Right-of-Way (ROW) Acquisition Management Assistance

ITS shall provide management assistance in the acquisition of all real estate required to complete each project within this program unless otherwise stipulated by the County. The Program Manager will:

- Review real property and easement acquisition needs as they are identified;
- Coordinate with real estate agents and title companies to facilitate the expeditious procurement of the required property or easements; and
- Coordinate all required Court approvals for acquisition so that project schedules are maintained.

Task 4 -Procurement Assistance

ITS shall aid the County in procuring all required consultants and contractors for this Program and will include:

- Assisting the Purchasing Department in developing scope of services and associated fees for each consulting assignment;
- Assisting County staff in the issue and processing of contracts, task orders, and change orders for consulting services; and
- Coordinating design consultants' activities during contractor procurement phase.

Task 5 -Community Outreach/Education Program

ITS shall provide information and educational material to the County for engagement and involvement of stakeholders through all stages of the projects associated with the Transportation

Program. Services include:

- Support of County public outreach efforts with respect to matters associated with the Transportation Program;
- Coordination of all public meetings related to the Transportation Program; and
- Development of announcements and press releases related to project implementation.

Task 6 – Monthly Statement of Deliverables

ITS shall provide a monthly status report of services requested by Brazos County enumerated by project and task and subsequent services delivered and completed.

III. COMPENSATION TERMS

In consideration of professional services rendered monthly by ITS, Brazos County agrees to pay ITS a reasonable and customary annual fee of ONE HUNDRED AND TWENTY THOUSAND DOLLARS AND 00/100 DOLLARS (\$120,000.00) (the “Annual Fee”) per year. Brazos County agrees to pay ITS TEN THOUSAND AND 00/00 DOLLARS (\$10,000.00) (the “Monthly Payment”) per month towards the County’s annual fee obligation. ITS shall submit to Brazos County a monthly statement for professional services rendered. Brazos County shall make the Monthly Payment, processing the statement in its usual and customary fashion, making all reasonable efforts to process the monthly payment within thirty (30) business days from Brazos County’s receipt of each monthly payment.

All fees paid pursuant to this Agreement shall be from County budgeted and appropriated funds.

ITS shall submit its monthly invoices to the Brazos County Auditor, at 200 South Texas Avenue, Suite 218, Bryan, Texas 77803.

IV. EXPENSES

In addition to payment of the Annual Fees, Brazos County understands and agrees to reimburse ITS for all expenses incurred in connection with the Engagement related to subconsultants and graphic needs. ITS will seek approval from Commissioners Court for any direct expense prior to incurring the expense. ITS agrees to provide Brazos County an invoice detailing all Expenses incurred during the prior period. Brazos County agrees to reimburse ITS for such Expenses in accordance with County’s normal billing processes.

V. TERM

The period of performance under this Agreement shall be for a two year period to commence on August 1, 2020, and continue through July 31, 2022, with an option to renew for three additional one-year terms at the discretion of the County, for a maximum of five years. Unless terminated in accordance with the terms set forth herein, this Agreement shall continue month to month after the initial term period until renewed by the County. Upon County's exercise of its option to renew,

both parties shall agree to a budget amount for the new term. In the event the County does not exercise its option to renew, this Agreement shall terminate thirty (30) days after receipt by Consultant of County's written Notice to terminate.

VI. PROVISIONS

Services covered by this authorization shall be performed in accordance with the following Provisions:

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for Innovative Transportation Solutions ("ITS") to proceed with work, unless otherwise provided for in the authorization.

2. COST ESTIMATES

Any cost estimates provided by ITS will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures ITS cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

3. PROFESSIONAL STANDARDS

ITS shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. ITS makes no other warranty, expressed or implied.

4. LEGAL EXPENSES

In the event legal action is brought by CLIENT or ITS 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.

5. ADDITIONAL SERVICES

Services in addition to those specified in the "Scope" above, will be provided by ITS if authorized in a separate addendum signed by both parties. Additional services will be paid for by CLIENT as negotiated. Any agent of the CLIENT who has authorization to request or authorize work or in any way act on behalf of the CLIENT must sign this agreement or be appointed by the CLIENT through written notification to ITS. The CLIENT's signature indicates his / her agreement to pay for changes in the scope of work requested by such an agent acting on behalf of the CLIENT.

6. NON ASSIGNABLE CONTRACT

Neither party shall assign this contract, except with written consent of the other party.

7. SEVERABILITY CLAUSE

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.

8. CONFLICT OF INTEREST

It is understood that as a consulting firm, ITS works with a variety of clients throughout the region with a broad scope of interests. Should the occasion arise where an ITS client has interests that must be brought before the County, ITS will notify the County so that conflict of interest issues can be resolved.

9. INSURANCE

ITS will maintain insurance coverage throughout the term of this contract and any subsequent extensions or renewals, meeting or exceeding the minimum limits published in the RFQ 20-094. These requirements include but are not limited to the following:

- a. Commercial general liability with a minimum limit of \$1,000,000 per occurrence
- b. Automobile liability, owned/non-owned and hired, minimum limit of \$ 1,000,000
- c. Worker's compensation coverage, minimum statutory limit required
- d. Professional liability (E&O), minimum limit of \$1,000,000
- e. Additional requirements:
 - Additional insured on general liability and auto liability to the benefit of Brazos County
 - Waiver of subrogation on all insurance programs including professional will be endorsed in the favor or Brazos County
 - All insurance programs will be endorsed to provide a 30 day notice of cancellation to the certificate holder

10. ILLNESS OR DISEASE INDEMNIFICATION

ITS assumes all risk for its agents, employees and guests arising out of, or related to, attendance at events, meetings or other related duties while in the performance of this contract, related to their exposure to other human beings and/or animals for the spread of illness or disease, including, but not limited to germs, viruses, bacteria and other infective or illness causing agents, and shall indemnify, defend and hold Brazos County harmless for any such exposure.

VII. WITHDRAWAL

Brazos County agrees that ITS shall be entitled to withdraw from the engagement upon failure of Brazos County to make timely payments as required by the Fee Agreement. Brazos County shall be entitled to withdraw from the engagement upon thirty (30) days written notice by Brazos County to ITS. Notices sent pursuant to this term, or any other notices required by the Agreement shall be sent via facsimile transmission or certified mail to the following addresses:

Brazos County, Texas

200 S. Texas Avenue
Bryan, TX 77803

Innovative Transportation Solutions, Inc.

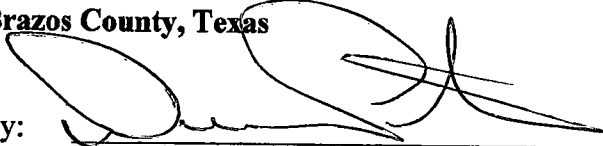
2701 Valley View Lane
Farmers Branch, Texas 75234

VIII. CONCLUSION

ITS looks forward to the opportunity to assist you with your transportation needs. Thank you for your time and interest in our firm's qualifications. Should you have any questions or comments, please do not hesitate to contact me or Claud P. (Buz) Elsom III, P.E. at (972) 484-2525.

Brazos County, Texas

By:



Duane Peters, County Judge

Date:

8/4/20

Innovative Transportation Solutions, Inc.

By:



John R. Polster, President

Date:

30 JULY 20