



**CENTRAL TEXAS
Regional Mobility Authority**

September 28, 2016
AGENDA ITEM #6

Approve Amendment No. 7 to the contract with W.P. Engineering Consultants, Inc., to continue providing services for the HERO Program

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tim Reilly, Director of Operations
Associated Costs: \$3,661,520 (not to exceed)
Funding Source: General Funds, Reimbursed with TxDOT and FHWA funds pursuant to the Advanced Funding Agreement with TxDOT.
Action Requested: Consider and act on draft resolution

Summary:

The Board approved the Mobility Authority to enter into an agreement with W.P. Engineering, Inc. on May 26, 2010 for professional services and deliverables for various tasks related to the HERO Program. TxDOT has authorized a new Advance Funding Agreement to allocate additional funds to the HERO Program. Amendment No. 7 is to maximize the allocated project funds by increasing the W.P. Engineering, Inc. Contract by \$3,661,520 to a total of \$10,926,520, and extending the terms of the Contract to January 31, 2018.

Backup provided: Draft Amendment
Draft Resolution

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 16-0XX

**APPROVING AMENDMENT NO. 7 TO THE CONTRACT WITH W.P. ENGINEERING
CONSULTANTS, INC., FOR OPERATION OF THE HERO PROGRAM**

WHEREAS, the Mobility Authority entered into a contract with W.P. Engineering Consultants, Inc., effective July 19, 2010, for safety patrol and related services provided under the Highway Emergency Response Operator program (“HERO Program”); and

WHEREAS, the Texas Department of Transportation has authorized a new Advance Funding Agreement (AFA) in the amount of \$3,916,050 for the program; and

WHEREAS, the Executive Director and W.P. Engineering Consultants, Inc. have agreed to an Amendment No. 7 to the July 19, 2010 contract to continue the HERO Program, increasing the contract amount by \$3,661,520 to a total of \$10,926,520, and extending the term to January 31, 2018; and

WHEREAS, the Executive Director recommends that the Board approve the proposed amendment, a copy of which is attached to this resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that the Board authorizes the Executive Director to finalize and execute the proposed contract amendment with W.P Engineering Consultants, Inc., in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of September, 2016.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

**AMENDMENT NO. 7 TO
AGREEMENT FOR HIGHWAY EMERGENCY RESPONSE OPERATOR
PATROL SERVICES**

**CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
AND
W.P. ENGINEERING CONSULTANTS, INC.**

This Amendment No. 7 to the “Agreement for Highway Emergency Response Operator (“HERO”) Patrol Services” (“Amendment”) by and between the Central Texas Regional Mobility Authority (“Mobility Authority”) and W.P. Engineering Consultants, Inc. (“Contractor”) is entered into effective as of October 1, 2016.

WHEREAS, the Mobility Authority and the Contractor entered into the agreement dated effective July 19, 2010 (the “Contract”) and Amendment No. 6 dated effective February 29, 2016, wherein the Mobility Authority amended the maximum amount payable under the Contract to \$7,265,000 and extended the term of the Contract for all purposes until September 30, 2016;

WHEREAS, the Mobility Authority amended the current “Advance Funding Agreement” for the HERO Program between the Mobility Authority and the Texas Department of Transportation, effective August 9, 2012, and is able to fund the Contract up to a maximum amount of \$7,265,000 and extend the Contract to September 30, 2016;

WHEREAS, the Mobility Authority expects to obtain additional funding for the HERO Program under a Non-Construction Advance Funding Agreement between the Mobility Authority and the Texas Department of Transportation, effective October 1, 2016, and will be able to fund the HERO Program up to a maximum amount of \$11,181,050 and extend service to January 31, 2018;

WHEREAS, the Mobility Authority and the Contractor desire to extend the amount of the Contract to a maximum of \$10,926,520; and

WHEREAS, the Mobility Authority and the Contractor desire to extend the term of the Contract for all purposes until January 31, 2018.

NOW, THEREFORE, the Mobility Authority and the Contractor agree to the following:

1. The first paragraph of Section 1 of the Contract is hereby amended to read in its entirety as follows:

The Mobility Authority hereby retains the Contractor and the Contractor agrees to provide, pursuant to the terms and conditions set forth in this Agreement, highway traffic operations expertise to manage and operate HERO Patrol services on the following main lanes and frontage roads (the “Services Area”):

- IH-35 between SH-130, north of Georgetown, and Yarrington Road, south of Kyle
- IH-35 between Yarrington Road, south of Kyle to Hays/Comal County Line
- US 183 between its intersection with US 290 and Lakeline Boulevard
- US 183 between SH 45 Southeast and SH 71
- SH 71 between US 183 and RM 2244
- Loop 1/MoPac between south of Lady Bird Lake and SH 45
- 290 West between SH 71 in Oak Hill and Travis/Hays County Line

The services provided by Contractor to Mobility Authority shall include providing staff, vehicles, and materials necessary for roadside assistance with vehicle breakdowns, assisting the Austin Police Department, other authorized law enforcement agencies, or other emergency and support response agencies with incident management following accidents, and facilitating roadway clean-up (the “Services”). The Services are more particularly described in (i) the Scope of Services set forth in Attachment “A,” attached hereto and made a part hereof, and (ii) the Q&A set forth in Attachment “B,” attached hereto and made a part hereof.

2. The third paragraph of Section 1 of the Contract is hereby amended to read in its entirety as follows:

The Mobility Authority will issue separate Notices to Proceed for services performed under this amendment. The first Notice to Proceed will be issued for the mobilization cost and Patrol services on the following portions of the Services Area:

- IH-35 between SH-130, north of Georgetown, and Yarrington Road, south of Kyle
- IH-35 between Yarrington Road, south of Kyle to Hays/Comal County Line
- US 183 between its intersection with US 290 and Lakeline Boulevard

As the Contractor can provide Services beyond the Services Areas under the first Notice to Proceed, subsequent Notices to Proceed will be issued for Patrol services on the following portions of the Services Area:

- US 183 between SH 45 Southeast and SH 71
- SH 71 between US 183 and RM 2244
- Loop 1/MoPac between south of Lady Bird Lake and SH 45
- 290 West between SH 71 in Oak Hill and Travis/Hays County Line

The Contractor shall provide Services to all Service Areas within ninety (90) days of the first Notice to Proceed.

3. Section 2.A. of the Contract is hereby amended to read in its entirety as follows:

The maximum amount payable under this Agreement is \$11,181,050. In no event may the aggregate amount of compensation paid to Contractor pursuant to this Agreement exceed \$11,181,050; *provided however*, that to the extent Contractor

performs services not otherwise included within the Services set forth in this Agreement and such services are performed pursuant to the written instruction or written direction of the Mobility Authority, such services will not be subject to the maximum amount payable hereunder.

4. The first paragraph of Section 2.B. of the Contract is hereby amended to read in its entirety as follows:

The Mobility Authority agrees to pay, and the Contractor agrees to accept as full and sufficient compensation and reimbursement for the performance of all Services as set forth in this Agreement, a one-time mobilization fee of \$325,000, monthly labor costs, and charges for vehicles, equipment, and materials as set forth in the Contractor's Bid Tab dated September 21, 2016 at a pro-rated basis for Service Areas, attached hereto and incorporated herein as Attachment "C". The compensation set forth in Attachment "C" will be valid through January 31, 2018.

5. Attachment "C" (the Contractor's Bid Tab dated July 3, 2012) to the Contract is hereby deleted, and the Attachment "C" (dated September 21, 2016) attached to this amendment is hereby substituted in its entirety.
6. Section 19 of the Contract is hereby amended to read in its entirety as follows:

19. Notice

(A) Except as provided by subsection (C), notices required under this contract shall be personally delivered or mailed to the parties at the following respective address. Notice shall be deemed given (a) when delivered by hand; (b) one (1) business day after being deposited with a reputable overnight carrier service; or (c) three (3) business days after being mailed by United States mail, registered or certified mail, return receipt requested, and postage prepaid.

To the Mobility Authority:

Central Texas Reginal Mobility Authority
3300 N. Interstate 35, Suite 300
Austin, Texas 78705
Attn: Tim Reilly, Director of Operations

With a copy to:

Geoff Petrov, General Counsel
Central Texas Reginal Mobility Authority
3300 N. Interstate 35, Suite 300
Austin, Texas 78705

To the Contractor:

W.P. Engineering Consultants, Inc.
26715 Decker Prairie-Rosehill Rd.
Magnolia, Texas 77355
Attn: Wayne Freise, President

(B) Unless provided otherwise by written notice from Mobility Authority to Contractor delivered under Subsection (A), the Contractor shall send any report required by the Contract to the following persons at their respective email addresses:

Tim Reilly, Director of Operations, at treilly@ctrma.org

With a copy to:

Glenn Goldstein, RS&H, at glenn.goldstein@rsandh.com

(C) Either party may change its address for notification purposes under subsection (A) by giving the other party prior written notice of the new address and the date upon which it will become effective pursuant to subsection (A).

7. The third paragraph of Section 1.0 GENERAL DESCRIPTION OF SERVICES of Attachment "A" (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

The Contractor shall provide vehicles and personnel to patrol ten zones from 5:30 AM to 9:30 PM, Monday through Friday, with patrols occurring between 6:00 AM to 9:00 PM, Monday through Friday, except for Mobility Authority approved holidays, unless otherwise requested by the Mobility Authority under additional services.

8. Section 1.1 Patrol Zones of Attachment "A" (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

1.1 Patrol Zones

The service limits (main lanes and frontage roads) extend along the following:

- IH-35 between SH-130, north of Georgetown, and Yarrington Road, south of Kyle
- IH-35 between Yarrington Road, south of Kyle to Hays/Comal County Line
- US 183 between its intersection with US 290 and Lakeline Boulevard
- US 183 between SH 45 Southeast and SH 71
- SH 71 between US 183 and RM 2244
- Loop 1/MoPac between south of Lady Bird Lake and SH 45
- 290 West between SH 71 in Oak Hill and Travis/Hays County Line

Ten potential Patrol zones (depicted in attached exhibit "HERO PATROL ZONES"), and the anticipated number of HERO Patrol vehicles necessary to meet response time requirements, are identified as follows:

Route	Zone Limits (north to south)		Approximate Centerline Mileage	Number of HERO Patrol Vehicles
IH-35	Zone 1	SH 130 to FM 3406	11	1
	Zone 2	FM 3406 to US 183	14	1
	Zone 3	US 183 to SH 71	9	1
	Zone 4	SH 71 to Yarrington Rd.	20	1
	Zone 5	Yarrington Rd. to Hays/Comal County Line	12	1
US 183	Zone 6	Lakeline Blvd to US 290	14	2
	Zone 7	SH 71 to SH 45 Southeast	10	1
SH 71	Zone 8	Loop 1 to US 183	9	1
Loop 1	Zone 9	South of Lady Bird Lake to SH 45	10	1
SH 71 & US 290	Zone 10	SH 71: RM 2244 to Loop 1 US 290: SH 71 to Travis/Hays County Line	21	1
Total:			130 miles	11 vehicles

The Contractor may suggest alternate patrol zones and/or vehicle requirements as long as response time requirements are able to be met. The Contractor shall also retain a fully-equipped “backup” vehicle identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a total of twelve HERO Patrol vehicles.

9. Figure 1. Highway Emergency Response Operator (HERO) Patrol Zones of Attachment “A” (Scope of Services) to the Contract is hereby deleted, and the “Figure 1. Highway Emergency Response Operator (HERO) Patrol Zones” attached to this amendment is hereby substituted in its entirety.
10. Section 1.2 Hours of Operation of Attachment “A” (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

1.2 Hours of Operation

The Contractor shall provide vehicles and personnel to patrol sections of IH-35, US 183, SH 71, Loop 1, and SH 71 & US 290 from 6:00 AM to 9:00 PM (15 hours a day), Monday through Friday (five days a week), excluding Mobility Authority approved holidays. The HERO Patrol shall operate regardless of weather conditions. Weekend and overtime work to accommodate significant special events or other may be required and must be authorized by the Mobility Authority or its designate. It being understood that the cost of any such approved weekend or overtime work will be borne by the Mobility Authority and such costs will not be included in the maximum amount payable under this Agreement.

At the beginning of each patrol shift, the Contractor shall dispatch one vehicle to each of Zones 1, 2, 3, 4, 5, 7, 8, 9, and 10 and two vehicles to Zone 6. The operators of such vehicles shall not congregate in the zones unless multiple units are required to respond to a single or secondary incident in the same location.

11. The first paragraph of Section 5.1 Vehicle Specifications of Attachment “A” (Scope of Services) to the Contract is hereby amended to read in its entirety as follows:

All vehicles in the Contractor’s HERO Patrol vehicle fleet for this Agreement shall meet the specific vehicle requirements listed in this Agreement. This Agreement requires twelve pickup truck vehicles—a full size, three-quarter (3/4) ton, long-bed pickup capable of carrying the equipment specified in this Agreement (extended cab, four-door trucks are optional). Each vehicle must have seat belts for passengers on both the front and, if a four-door, on rear cab benches. Sample vehicles are depicted in Figure 2. The Contractor may suggest alternative vehicles for use as long as the required HERO Patrol service functions are able to be demonstrated.

This Agreement shall terminate on January 31, 2018, unless:

- i. before a termination date established under this section, an earlier termination date is provided by Mobility Authority in a written notice from the Mobility Authority to Contractor that no additional HERO program funding is available under that certain “Non-Construction Advance Funding Agreement for a Highway Emergency Response Operator Program (HERO) On-System Surface Transportation Program Metropolitan Mobility” between the Mobility Authority and the Texas Department of Transportation, effective October 1, 2016; provided, however, that a termination date established under this subsection (A)(ii) shall be no earlier than 30 days after the date of the written notice to Contractor.

Except as specifically provided in this Amendment, all other terms and conditions of the Contract, as amended, are acknowledged and reaffirmed by the parties hereto and remain in effect without change. If a provision of this Amendment conflicts with a provision of the Contract, the provision of this Amendment shall control.

This Amendment is executed by the parties effective as of October 1, 2016, for all purposes.

“Contractor”

“Mobility Authority”

W.P. Engineering Consultants, Inc.

Central Texas Regional Mobility Authority

By: _____
Wayne Freise, President

By: _____
Mike Heiligenstein, Executive Director

Date: _____

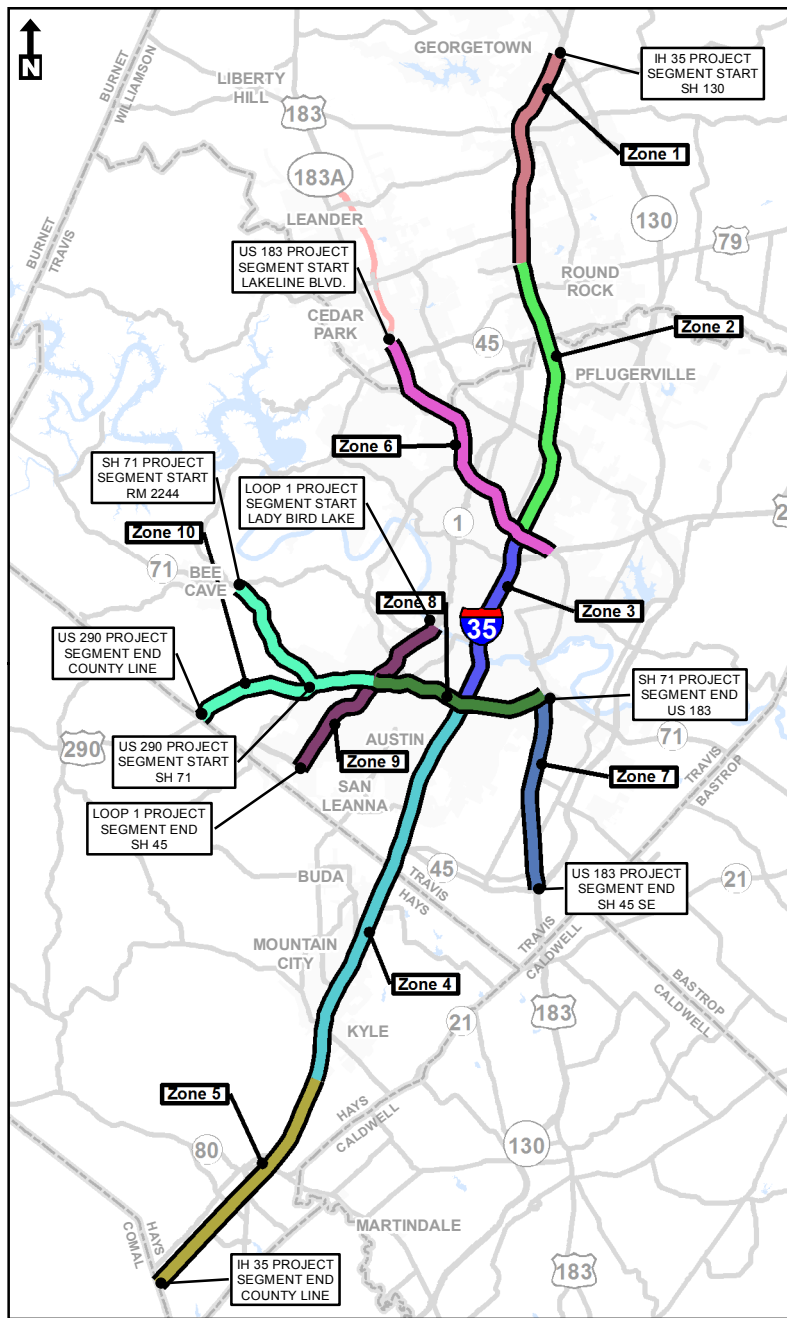
Date: _____

Attachment "C"
Cost Proposal

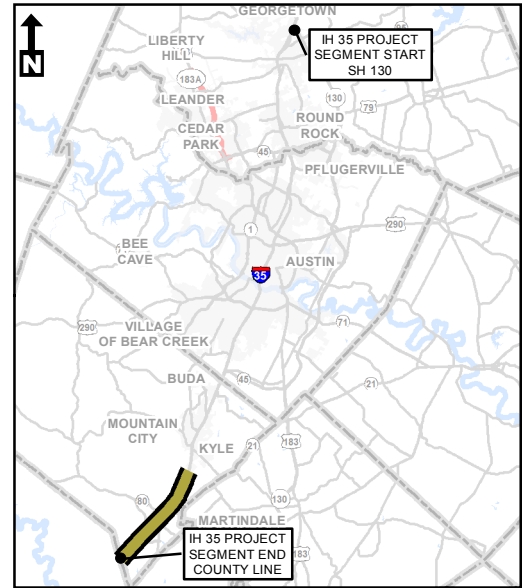
ATTACHMENT C - BID FORM HERO PROGRAM Patrol Services (up to 16 Month Term)

Item No.	Description and Unit Pricing in Writing		Unit of Measurement	Approx. Quantity	Unit Price	Total
1	Mobilization - consisting of (but not limited to): procurement of vehicles/equipment/materials/supplies; staffing, including, relocation of key staff as necessary; location of management offices and storage facilities; and costs for insurance and bonds	Per Lump Sum	LS	1	\$ 325,000.00	\$ 325,000.00
2	HERO Services Patrol Zones 1 through 6 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	16	\$ 130,620.00	\$ 2,089,920.00
3	HERO Services Patrol Zone 7 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
4	HERO Services Patrol Zone 8 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
5	HERO Services Patrol Zone 9 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
6	HERO Services Patrol Zone 10 per Scope of Services - consisting of (but not limited to): monthly charges for all labor, vehicles, vehicle maintenance and operation equipment; and all management and administration costs required for the effective operation of the Patrol Services	Per Month	MO	15	\$ 18,660.00	\$ 279,900.00
7	Assistance Gasoline for Motorists	Per Gallon	GAL	10,000	\$ 3.00	\$ 30,000.00
8	Traffic Cones/Flares	Per Each	EA	200	\$ 5.00	\$ 1,000.00
11	Fuel Price Adjustment (no bid item) - Allowance	Per Each	EA	1	\$ 96,000.00	\$ 96,000.00
TOTAL BID - HERO Program Patrol Services (up to 16 Month Term)						\$ 3,661,520.00

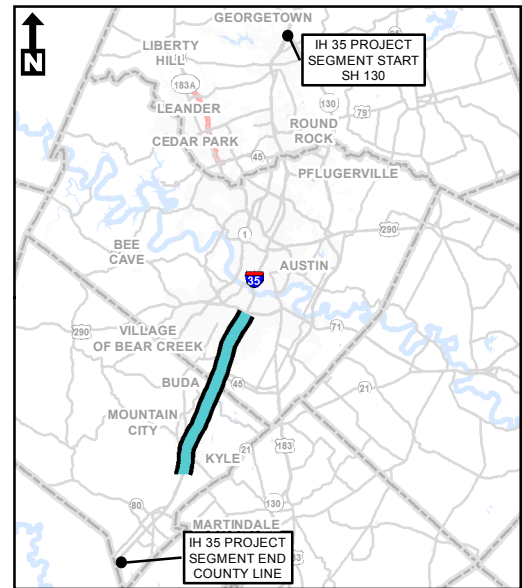
Figure 1
Highway Emergency Response Operator (HERO) Patrol Zones



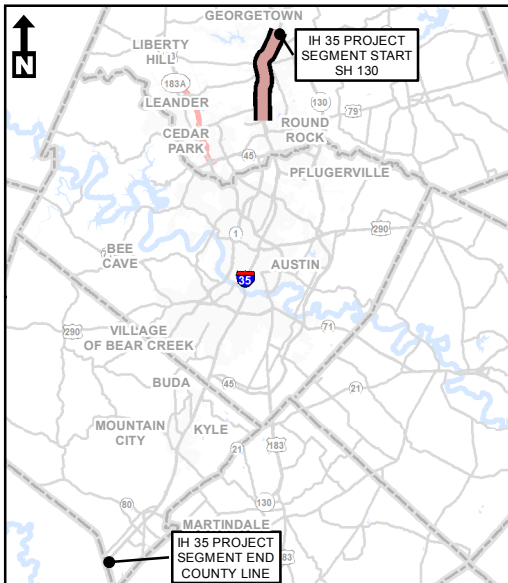
HERO PATROL ZONES



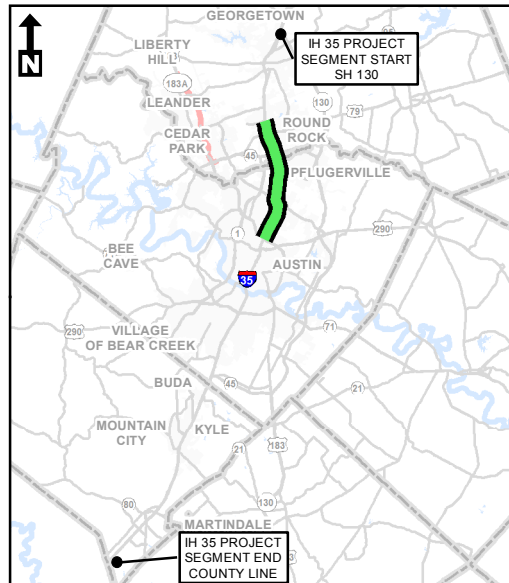
ZONE 5 - Yarrington Rd. to Hays/Comal County Line



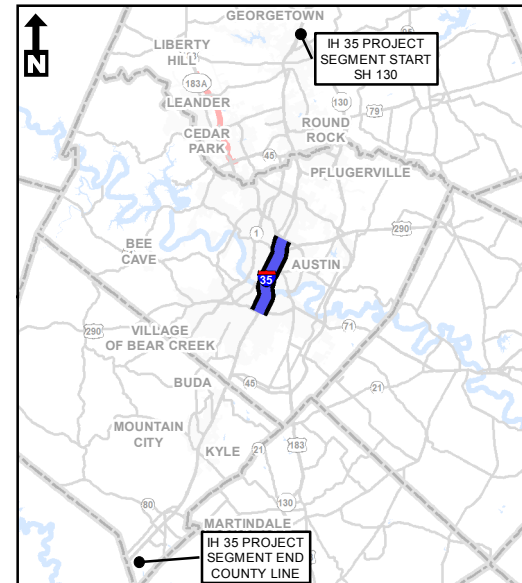
ZONE 4 - SH 71 to Yarrington Rd.



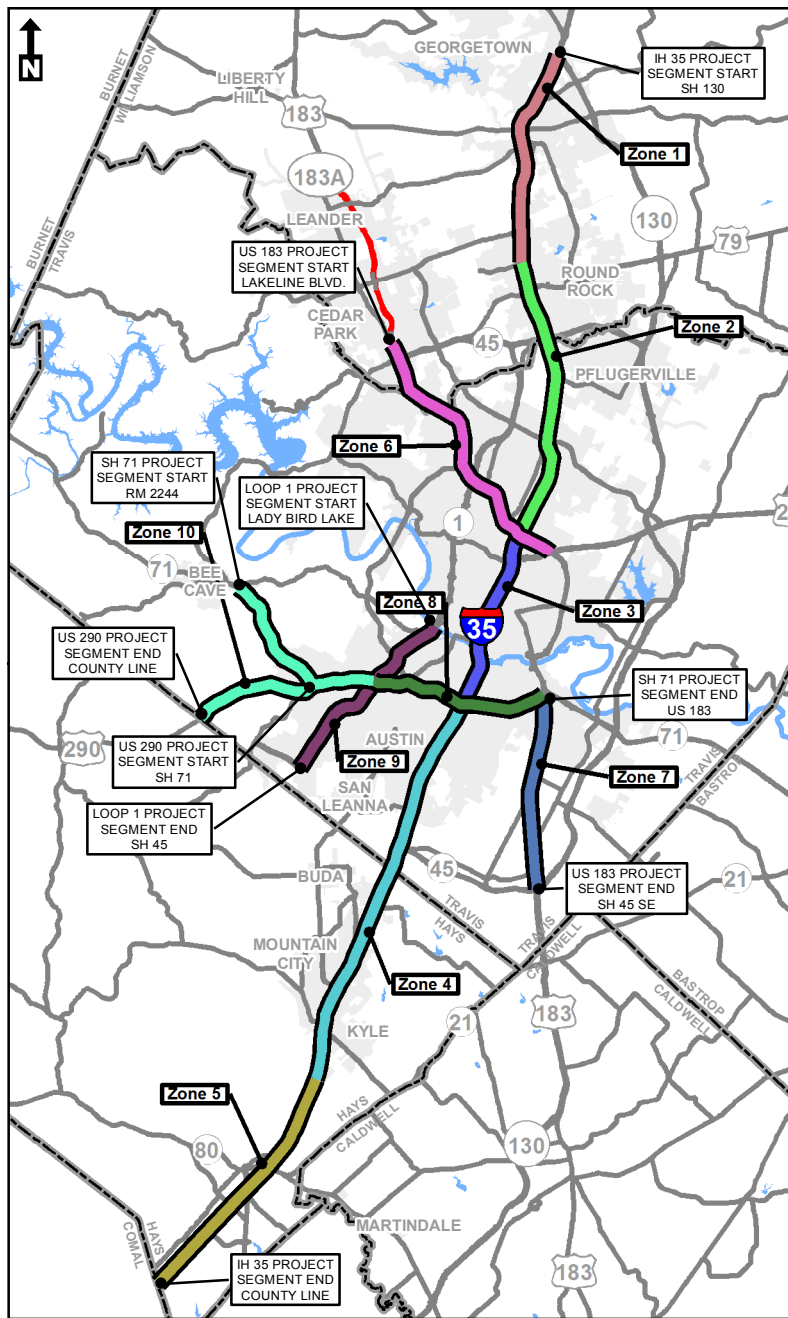
ZONE 1 - SH 130 to FM 3406



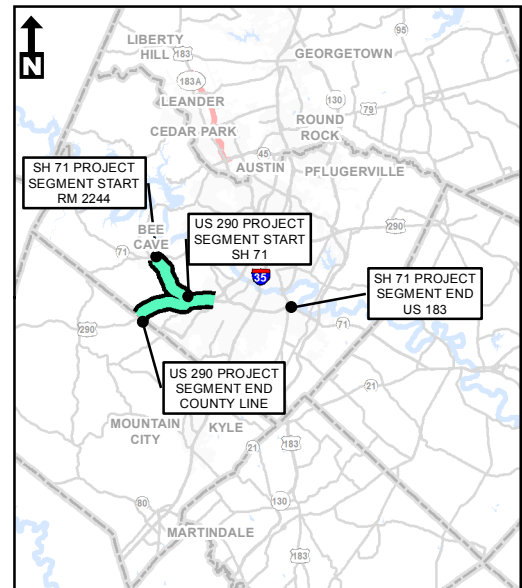
ZONE 2 - FM 3406 to US 183



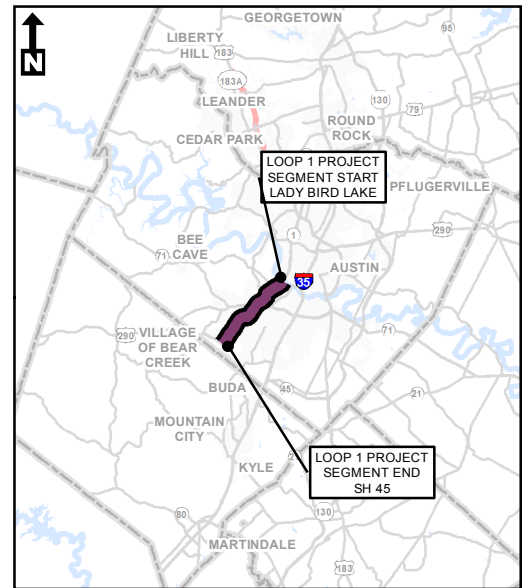
ZONE 3 - US 183 to SH 71



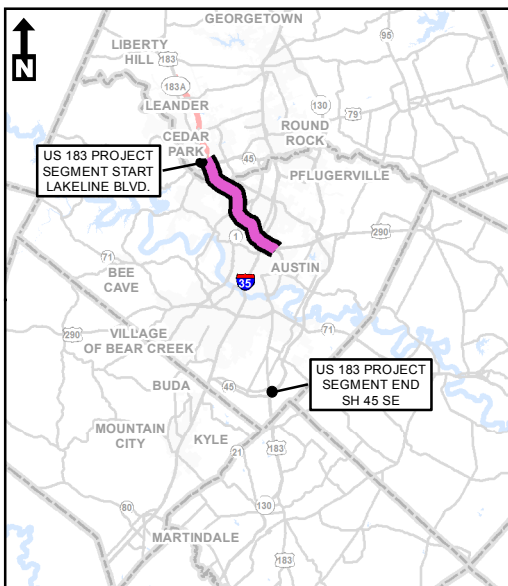
HERO PATROL ZONES



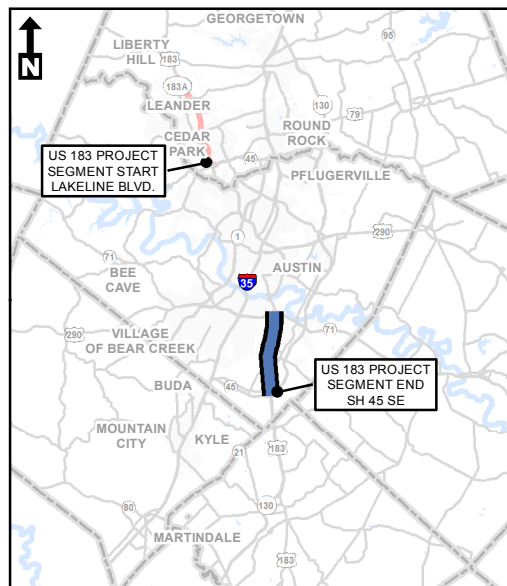
ZONE 10 - SH 71: RM 2244 to Loop 1
US 290: SH 71 to Travis/Hays County Line



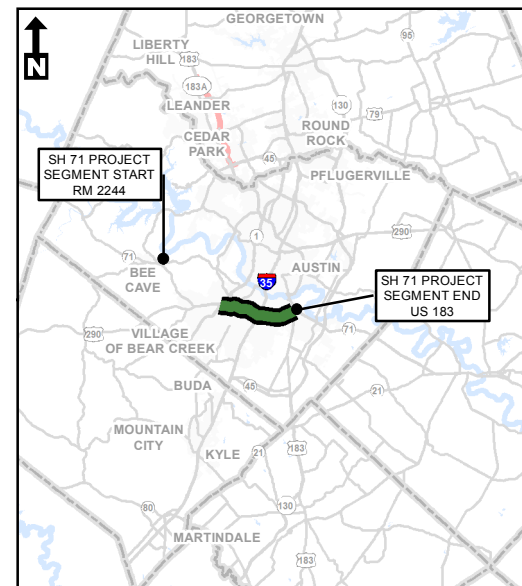
ZONE 9 - South of Lady Bird Lake to SH 45



ZONE 6 - Lakeline Blvd. to US 290



ZONE 7 - SH 71 to SH 45 SE



ZONE 8 - Loop 1 to US 183