



Amendment No. 3
to
Contract No. 5600 NS140000030
for
Advanced Transportation Management Systems (ATMS)
between
Kimley-Horn & Associates, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 16, 2018 through May 15, 2019. No options will remain.
- 2.0 The total contract amount will remain not to exceed \$1,965,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/16/2014 – 05/15/2017	\$1,965,000.00	\$1,965,000.00
Amendment No. 1: Option 1 – Extension 05/17/2017 – 05/15/2018 – No Increase in funding	\$0.00	\$1,965,000.00
Amendment No. 2: Vendor Name Change from Kimley-Horn & Assoc, Inc. to Kimley-Horn and Associates, Inc.	\$0.00	\$1,965,000.00
Amendment No. 3: Option 2 – Extension 05/17/2018 – 05/15/2019	\$0.00	\$1,965,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: April 6, 2018

Printed Name: Jason Castillo
Authorized Representative

Kimley-Horn & Associates, Inc.
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

Sign/Date: James T. Howard

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. NS140000030
for
ADVANCED TRANSPORTATION MNGT SYST
Between
KIMLEY-HORN & ASSOC INC KIM7074000
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Kimley-Horn & Assoc, Inc.	Kimley-Horn and Associates, Inc.
Vendor Code	KIM7074000	KIM7074000
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

Date

A handwritten date "6-19-14" written in cursive script.



Amendment No. 1
to
Contract No. 5600 NS140000030
for
Advanced Transportation Management Systems (ATMS)
between
Kimley-Horn & Associates, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 16, 2017 through May 15, 2018. One (12-Month) option will remain.
- 2.0 The total contract amount will remain not to exceed \$1,965,000.00. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/16/2014 – 05/15/2017	\$1,965,000.00	\$1,965,000.00
Amendment No. 1: Option 1 – Extension 05/17/2017 – 05/15/2018	\$1,965,000.00	\$1,965,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Jason Castillo 5/15/17

Printed Name: Jason Castillo
Authorized Representative

Kimley-Horn & Associates, Inc.
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

Sign/Date: Bartley Tyler 5/15/17

Printed Name: Bartley Tyler
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

May 19, 2014

Kimley-Horn & Associates, Inc.
Jason Castillo, Contract Manager
7740 N. 16th Street, suite 300
Phoenix, AZ 85020
Mr. Castillo:

The Austin City Council approved the execution of a contract with your company for Kimley-Horn & Associates, Inc. For Enhancements and Maintenance for Advanced Transportation Management System (ATMS)

Responsible Department:	Austin Transportation Department (ATD)
Department Contact Person:	Anthony Segura
Department Contact Email Address:	Anthony.Segura@austintexas.gov
Department Contact Telephone:	(512) 974-7015
Project Name:	Enhancements & Maintenance For Advanced Transportation Management Systems (ATMS)
Contractor Name:	Kimley-Horn & Associates, Inc.
Contract Number:	MA-5600-NS140000030
Contract Period:	May 16, 2014 through May 15, 2017
Dollar Amount:	Not-to-exceed \$1,965,000.00 per initial 36 month contract term and two 12-month extension options in an amount not to exceed \$500,000 per extension option, for a total contract amount not to exceed \$2,965,000.00 for all fees and expenses.
Extension Options:	36 months with two 12-month extension options
Requisition Number:	N/A
Solicitation Number:	Sole Source
Agenda Item Number:	16
Council Approval Date:	May 15 th , 2014


Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-1771.

Sincerely,

Jonathan Harris
Senior Buyer Specialist
Purchasing Office
Financial Services Department

cc: Anthony Segura, Manager Administration and Finance

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
KIMLEY-HORN & ASSOCIATES, INC.
FOR
ENHANCEMENTS & MAINTENANCE FOR ADVANCED TRANSPORTATION MANAGEMENT SYSTEM
(ATMS)**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Kimley-Horn & Associates, Inc. ("Contractor"), having offices at 7740 N. 16th Street, Suite 300, Phoenix, Arizona 85020. *and Associates,* 

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jason Castillo; Phone: 602-906-1108; Email: Jason.castillo@kimley-horn.com. The City's Contract Manager for the engagement shall be Anthony Segura; 512- 974-7015; Email: Anthony.Segura@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$1,965,000 for the initial thirty-six (36) month term, with two 12-month extension options in an amount not to exceed \$500,000 per extension option, for a total contract amount not to exceed \$2,965,000 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the

applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the

bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance. The following insurance requirements apply.

5.1.1 General Requirements

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

5.1.2.1.2 Contractors/Subcontracted Work

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 Delays.

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 Ownership And Use Of Deliverables. The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.5.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.5.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.6 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the

amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 Place and Condition of Work. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 Significant Event. The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation filed by a member against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Elisa Folco, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Kimley-Horn & Associates, Inc.

ATTN: Jason Castillo, Contract Manager

7740 N. 16th Street, Suite 300

Phoenix, Arizona 85020

7.10 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures

shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising**. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees**. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities**. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts**. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor**. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation**. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver**. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications**. The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation**. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of

the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.23 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.24 Holidays. The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.25 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.27 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: www.austintexas.gov/purchase/standard.htm.

7.28.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

and Associates
Kimley-Horn & Associates, Inc.

By: 
Signature

Name: John R. Conrad

Printed Name

Title: Senior Vice President

Date: 5/2/2014

City of Austin

By: 
Signature

Name: Jonathan Harris

Printed Name

Title: Senior Buyer Specialist

Date: 5-15-14

KHA MT
07

List of Exhibits

Exhibit A	Kimley-Horn's Offer & Statement of Work
Exhibit B	Non Discrimination Certification

Exhibit A
Kimley-Horn's Offer & Statement of Work

City of Austin
Advanced Bicycle Detection
Pilot Deployment

Statement of Work

Prepared by:

Kimley-Horn and Associates, Inc.

PROJECT UNDERSTANDING

The City of Austin has a significant number of active cyclists. Issues were identified during the ATMS project kickoff related to bicyclists not being detected at intersections by traditional methodologies. This project will develop and integrate an innovative approach to advanced bicycle detection. A cyclist will start a smart phone application prior to beginning his/her trip. Location, velocity and heading information will be provided to the ATMS by the mobile device once per second. Logic will be implemented within the ATMS that will trigger a pedestrian actuation once the cyclist has entered a configurable associated virtual detection zone prior to arrival. This pilot project will demonstrate the benefits of enhanced mobility and cyclist safety when using the mobile application within the City of Austin.

SCOPE OF SERVICES

Phase 1

KHA's existing iOS mobility app is currently able to provide location, velocity and heading information once per second into a web service using cellular 3G/4G technology. The City will be provided the right to distribute this application for up to 20 bicyclists using an iPhone or iPad with an activated 3G/4G data service. In this task, the data provided by the mobility app will be monitored by the KITS priority server to determine if an authorized user has entered a configurable virtual detection zone. The iOS application will be modified to allow a user to select an audio alert to play on the mobile device once presence has been detected at a configured intersection.

Virtual detection zones will be created along the selected routes that will allow the KITS priority server to receive notifications once a cyclist is approaching the intersection. Additional zones will also be created to identify once the cyclist has successfully cleared the intersection. Based on the detection of the cyclist inside the coordinates of the zone, the priority server will generate a C2C message and communicate that request to KITS for a pedestrian actuation programmed within the intersection controller.

Once detected within the zone, a pedestrian call or alternative green minimum will be placed on the appropriate phase in advance of the cyclist arriving at the intersection. The existing app will be modified to add in a user-configurable audio alert once the system detects the bicyclist has entered the detection zone for the intersection.

Collaborative discussions will be held with CMTA IT to discuss alternatives for

Advanced Bicycle Detection - Statement of Work

network security along with the physical location and architecture for the web service that will be receiving the real-time information from each bicyclist. Payment for collaboration with CTM will be performed on a time and materials basis.

The KITS Mobile web site will allow up to 20 users to create a profile for bicycle data collection. The user initiates the start of his or her trip using the KITS mobility app on a mobile device. The app sends the latitude, longitude, speed, altitude, heading, and time every second until the user ends the trip. The user can also enter information about the trip to record details such as weather, construction activities, presence of incidents, and other pertinent details. The trip is automatically recorded on a database maintained by KHA and available to be reviewed and analyzed by authorized users.

Deliverables:

- 1.1 IOS app mobility app for 20 bicyclists
- 1.2 Website configuration for up to 20 users
- 1.3 KITS priority server modifications for bicycle logic
- 1.4 IOS Mobile App Configurable alert when presence detected

Phase 2

A Google Android application will be provided to the City that is able to provide same location-based information and alerting capabilities as listed above. The City will be provided the right to distribute this application up to 20 additional bicyclists. System integration services will be provided to create virtual detection zones and configuration data for 20 intersections.

KHA will provide additional reports to validate and fine-tune advanced bicycle detection operation. Summary reports will be created to allow the user to analyze and compare the number of actuations vs. bike events. An additional report will summarize the total number of bike trips during a period, % arrival on green, average delay per intersection, and the average trip length for origin destination(O/D) studies

Deliverables:

- 2.1 Android app mobility app for 20 bicyclists
- 2.2 System integration for 20 intersections
- 2.3 Virtual detection zones for 20 intersections
- 2.4 Additional integrated reports

Phase 3

Following the substantial completion and validation of pilot phases 1 and 2, up to 50 intersections and users will be supported by the system. Training will be held to review configuration settings and procedures for utilizing the new functionality. KHA will provide up to 20 hours of on-site training. Training may be split into

Advanced Bicycle Detection - Statement of Work

sessions so that each session can be tailored to executive staff, maintenance/field personal, administrators and/or public officials. The following topics will be discussed:

- Mobile application Usage
- System Architecture
- Configuration Management
- Real-Time Displays
- Reports
- Security

A project benefits report will be generated that summarizes quantitative and qualitative improvements from the deployment of the pilot system. A two page executive summary will be included that highlights the benefits of the system. The mobility application will be used by authorized bicyclists to generate performance metrics without advanced bicycle detection in operation. This "before" data will be compared with data from travel time runs following the deployment of this innovative technological solution. An executive summary will be compiled to summarize the results of the mobile application based advanced bicycle detection.

Deliverables:

- 3.1 Support for 50 users and 50 intersections
- 3.2 Training
- 3.3 Electronic web site and mobile app documentation
- 3.4 Benefits report

Options for Additional Phases

- Configure trip by type: pedestrian, bike, transit, vehicle. Classification of type self-adjusts down if speed exceeds a threshold. User is emailed after 3+ incorrect classifications
- Advanced detection call can be programmed to do a number of items including activating ped call, DMS, LED indication light, or selecting alternate minimum time based on approach speed and classification.
- Estimated countdown timer until green on mobile device
- Indication of suggested speed to minimize delay at signal
- Disable data feed if user goes indoors or stream is unreliable.
- Develop plan for roll out free application to COA citizens, press release. More miles logged while providing real-time information could = higher priority and more advanced call. City would then have access to valuable performance metric data.
- Traveler Information Integration.
- Cost estimate to scale infrastructure to support 500,000 users.
- Coordinate with Google / Apple for registration of free application in Android marketplace and Apple App store for all citizens of Austin.
- Provide bicycle / vehicle mount and enhance mobility application to provide field CCTV snapshots back into system.



Kimley-Horn
and Associates, Inc.

**Austin KITS
Consultant Cost Proposal Summary – 2014 Rate Schedule**

Project Name: Austin KITS

Classification	Hourly Rate
SUPPORT STAFF	\$ 90.00
PROFESSIONAL I	\$ 135.00
PROFESSIONAL II	\$ 180.00
PM	\$ 215.00
SENIOR PROFESSIONAL	\$ 230.00

Key Staff identified for Initial Phase

Key Staff	Classification
Jason Castillo	PM
Kent Kacir	SENIOR PROFESSIONAL
Brian Shewski	SENIOR PROFESSIONAL
Doug Gettman	SENIOR PROFESSIONAL
Stewart Allen	PROFESSIONAL II
Sasa Mitrovic	PROFESSIONAL II
Irfan Zubair	PROFESSIONAL II
Seth Searle	PROFESSIONAL I
Joseph Joyce	PROFESSIONAL I
Mark Wood	PROFESSIONAL I
Catherine Occhiline	SUPPORT STAFF
Jeanie Shurwin	SUPPORT STAFF
Andrew Hacker	SUPPORT STAFF

Labor rates increase approximately 4% per year

Austin KITS Advanced Bicycle Detection

Attachment 1 January 2013
SCHEDULE OF DELIVERABLES AND PAYMENTS
Pilot Study

Estimated Detailed Project Costs per Task/Deliverable

Task/Deliverable	Value (Labor & Directs)	Weeks from NTP
1 Phase 1		
1.1 IOS (iPhone, iPad)KHA mobility app for up to 20 bicyclist	\$20,000	8
1.2 Web site configuration for up to 20 users	\$15,000	8
1.3 KITS priority server modifications for bicycle logic	\$15,000	14
1.4 IOS mobile app configurable alert when presence detected	\$15,000	20
2 Phase 2		
2.1 Android app mobility app for 20 bicyclist	\$20,000	10
2.2 System integration for 20 intersections	\$20,000	16
2.3 Virtual detection zones for 20 intersections	\$10,000	16
2.4 Additional integrated reports	\$10,000	20
3 Phase 3		
3.1 Support for 50 users and 50 intersections	\$10,000	18
3.2 Training	\$5,000	8,18
3.3 Electronic web site and mobile app documentation	\$10,000	20
3.4 Benefits report	\$15,000	22
SUBTOTAL	\$165,000	
Estimated Coordination with CTM	\$15,000	
Estimated Project Management	\$15,000	
Estimated Hardware Expenses	\$20,000	
TOTAL	\$215,000	



Kimley-Horn
and Associates, Inc.

Initial 36 Month Term**Year 1**

Advanced Bicycle Detection – Pilot Program	\$215,000
Additional Sole-Source Services	\$750,000

Year 2

Additional Sole-Source Services	\$500,000
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Year 3

Additional Sole-Source Services	\$500,000
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36 Month Total	\$1,965,000
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Extension Option 1 (12 Month Term)

Additional Sole-Source Services	\$500,000
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Extension Option 2 (12 Month Term)

Additional Sole-Source Services	\$500,000
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Total Contract Amount Not-to-Exceed	\$2,965,000
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The initial project enhancement will be the Advanced Bicycle Detection – Pilot Program in Year 1, per Exhibit B – Statement of Work

“Additional Sole-Source Services” that will take place in Year 1, Year 2, Year 3, Extension Option 1, and Extension Option 2 will include project enhancements such as, but not limited to, Crowdsourcing for Signal Retiming, Emergency Vehicle Pre-emption, Center-to-Center Communication with TxDOT, Traveler Information System Enhancements and a Road Weather Information System. The Statement of Work for future enhancement projects will be developed and approved in writing by the City of Austin prior to work being performed by Kimley-Horn & Associates.

If the City of Austin requires maintenance for future enhancement projects, a maintenance agreement will be added to the Contract via an Amendment.

Exhibit B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 22 day of May, 2014

CONTRACTOR
Authorized Signature

Title


John R. Conrad
Senior Vice President

Austin KITS

Consultant Cost Proposal Summary – 2014 Rate Schedule

Project Name: Austin KITS

Classification	Hourly Rate
SUPPORT STAFF	\$ 90.00
PROFESSIONAL I	\$ 135.00
PROFESSIONAL II	\$ 180.00
PM	\$ 215.00
SENIOR PROFESSIONAL	\$ 230.00

Key Staff identified for Initial Phase

Key Staff	Classification
Jason Castillo	PM
Kent Kacir	SENIOR PROFESSIONAL
Brian Shewski	SENIOR PROFESSIONAL
Doug Gettman	SENIOR PROFESSIONAL
Stewart Allen	PROFESSIONAL II
Sasa Mitrovic	PROFESSIONAL II
Irfan Zubair	PROFESSIONAL II
Seth Searle	PROFESSIONAL I
Joseph Joyce	PROFESSIONAL I
Mark Wood	PROFESSIONAL I
Catherine Occhiline	SUPPORT STAFF
Jeanie Shurwin	SUPPORT STAFF
Andrew Hacker	SUPPORT STAFF

**City of Austin
Advanced Bicycle Detection**

Pilot Deployment

Statement of Work

Prepared by:

Kimley-Horn and Associates, Inc.

For Review by:

City of Austin

Dec 2013

Draft Version 1.6



**Kimley-Horn
and Associates, Inc**

PROJECT UNDERSTANDING

The City of Austin has a significant number of active cyclists. Issues were identified during the ATMS project kickoff related to bicyclists not being detected at intersections by traditional methodologies. This project will develop and integrate an innovative approach to advanced bicycle detection. A cyclist will start a smart phone application prior to beginning his/her trip. Location, velocity and heading information will be provided to the ATMS by the mobile device once per second. Logic will be implemented within the ATMS that will trigger a pedestrian actuation once the cyclist has entered a configurable associated virtual detection zone prior to arrival. This pilot project will demonstrate the benefits of enhanced mobility and cyclist safety when using the mobile application within the City of Austin.

SCOPE OF SERVICES

Phase 1

KHA's existing iOS mobility app is currently able to provide location, velocity and heading information once per second into a web service using cellular 3G/4G technology. The City will be provided the right to distribute this application for up to 20 bicyclists using an iPhone or iPad with an activated 3G/4G data service. In this task, the data provided by the mobility app will be monitored by the KITS priority server to determine if an authorized user has entered a configurable virtual detection zone. The iOS application will be modified to allow a user to select an audio alert to play on the mobile device once presence has been detected at a configured intersection.

Virtual detection zones will be created along the selected routes that will allow the KITS priority server to receive notifications once a cyclist is approaching the intersection. Additional zones will also be created to identify once the cyclist has successfully cleared the intersection. Based on the detection of the cyclist inside the coordinates of the zone, the priority server will generate a C2C message and communicate that request to KITS for a pedestrian actuation programmed within the intersection controller.

Once detected within the zone, a pedestrian call or alternative green minimum will be placed on the appropriate phase in advance of the cyclist arriving at the intersection. The existing app will be modified to add in a user-configurable audio alert once the system detects the bicyclist has entered the detection zone for the intersection.

Collaborative discussions will be held with CMTA IT to discuss alternatives for

network security along with the physical location and architecture for the web service that will be receiving the real-time information from each bicyclist. Payment for collaboration with CTM will be performed on a time and materials basis.

The KITS Mobile web site will allow up to 20 users to create a profile for bicycle data collection. The user initiates the start of his or her trip using the KITS mobility app on a mobile device. The app sends the latitude, longitude, speed, altitude, heading, and time every second until the user ends the trip. The user can also enter information about the trip to record details such as weather, construction activities, presence of incidents, and other pertinent details. The trip is automatically recorded on a database maintained by KHA and available to be reviewed and analyzed by authorized users.

Deliverables:

- 1.1 iOS app mobility app for 20 bicyclists
- 1.2 Website configuration for up to 20 users
- 1.3 KITS priority server modifications for bicycle logic
- 1.4 iOS Mobile App Configurable alert when presence detected

Phase 2

A Google Android application will be provided to the City that is able to provide same location-based information and alerting capabilities as listed above. The City will be provided the right to distribute this application up to 20 additional bicyclists. System integration services will be provided to create virtual detection zones and configuration data for 20 intersections.

KHA will provide additional reports to validate and fine-tune advanced bicycle detection operation. Summary reports will be created to allow the user to analyze and compare the number of actuations vs. bike events. An additional report will summarize the total number of bike trips during a period, % arrival on green, average delay per intersection, and the average trip length for origin destination(O/D) studies

Deliverables:

- 2.1 Android app mobility app for 20 bicyclists
- 2.2 System integration for 20 intersections
- 2.3 Virtual detection zones for 20 intersections
- 2.4 Additional integrated reports

Phase 3

Following the substantial completion and validation of pilot phases 1 and 2, up to 50 intersections and users will be supported by the system.

Training will be held to review configuration settings and procedures for utilizing the new functionality. KHA will provide up to 20 hours of on-site training. Training may be split into

Advanced Bicycle Detection - Statement of Work

sessions so that each session can be tailored to executive staff, maintenance/field personal, administrators and/or public officials. The following topics will be discussed:

- Mobile application Usage
- System Architecture
- Configuration Management
- Real-Time Displays
- Reports
- Security

A project benefits report will be generated that summarizes quantitative and qualitative improvements from the deployment of the pilot system. A two page executive summary will be included that highlights the benefits of the system. The mobility application will be used by authorized bicyclists to generate performance metrics without advanced bicycle detection in operation. This "before" data will be compared with data from travel time runs following the deployment of this innovative technological solution. An executive summary will be compiled to summarize the results of the mobile application based advanced bicycle detection.

Deliverables:

- 3.1 Support for 50 users and 50 intersections
- 3.2 Training
- 3.3 Electronic web site and mobile app documentation
- 3.4 Benefits report

Options for Additional Phases

- Configure trip by type: pedestrian, bike, transit, vehicle. Classification of type self-adjusts down if speed exceeds a threshold. User is emailed after 3+ incorrect classifications
 - Advanced detection call can be programmed to do a number of items including activating ped call, DMS, LED indication light, or selecting alternate minimum time based on approach speed and classification.
 - Estimated countdown timer until green on mobile device
 - Indication of suggested speed to minimize delay at signal
 - Disable data feed if user goes indoors or stream is unreliable.
 - Develop plan for roll out free application to COA citizens, press release. More miles logged while providing real-time information could = higher priority and more advanced call. City would then have access to valuable performance metric data.
-
- Traveler information integration.
 - Cost estimate to scale infrastructure to support 500,000 users.
 - Coordinate with Google / Apple for registration of free application in Android marketplace and Apple App store for all citizens of Austin.
 - Provide bicycle / vehicle mount and enhance mobility application to provide field CCTV snapshots back into system.

Austin KITS Advanced Bicycle Detection

Attachment 1 January 2013
SCHEDULE OF DELIVERABLES AND PAYMENTS
Pilot Study

Estimated Detailed Project Costs per Task/Deliverable

Task/Deliverable	Value (Labor & Directs)	Weeks from NTP
1. Phase 1		
1.1 IOS (iPhone, iPad)KHA mobility app for up to 20 bicyclist	\$20,000	8
1.2 Web site configuration for up to 20 users	\$15,000	8
1.3 KITS priority server modifications for bicycle logic	\$15,000	14
1.4 IOS mobile app configurable alert when presence detected	\$15,000	20
2. Phase 2		
2.1 Android app mobility app for 20 bicyclist	\$20,000	10
2.2 System integration for 20 intersections	\$20,000	16
2.3 Virtual detection zones for 20 intersections	\$10,000	16
2.4 Additional Integrated reports	\$10,000	20
3. Phase 3		
3.1 Support for 50 users and 50 intersections	\$10,000	18
3.2 Training	\$5,000	8,18
3.3 Electronic web site and mobile app documentation	\$10,000	20
3.4 Benefits report	\$15,000	22
SUBTOTAL	\$165,000	
Estimated Coordination with CTM	\$15,000	
Estimated Project Management	\$15,000	
Estimated Hardware Expenses	\$20,000	
TOTAL	\$215,000	



Kimley-Horn
and Associates, Inc.



Kimley-Horn
and Associates, Inc.

■
7740 N. 16th Street
Suite 300
Phoenix, Arizona
85020

December 5, 2013

Christopher Mendoza
Contract Compliance
City of Austin: One Texas Center
505 Barton Springs Rd.
Austin, TX 78704

Subject: Justification for Sole-Source Agreement with Kimley-Horn

KITS (Kimley-Horn Integrated Transportation System) currently monitors and controls traffic signals and Intelligent Transportation System (ITS) devices throughout the City of Austin. This contract was competitively bid and a selection made by a broad range of City staff based on qualifications and price. The contract was approved by Council in July 2011 for a 60-month base period. Several recent enhancements to the central software have been requested by the City.

KITS is a proprietary system, owned by Kimley-Horn for which the City has been granted a perpetual and nonexclusive license. As a result, Kimley-Horn is the only firm that is able to perform revisions to the system source code. All other traffic control systems currently on the market are also proprietary and require all enhancements to be completed by the system's owners/licensors. Therefore, if the City pursued a competitive solicitation rather than a sole-source agreement, it would result in a need for another sole-source agreement in the future.

We value our working relationship with the City and look forward to a continued successful partnership. Please do not hesitate to contact me with any questions or comments.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Jason Castillo".

Jason Castillo
Vice-President / Project Manager
jason.castillo@kimley-horn.com
602.906.1108

The original contract with Kimley-Horn and Associates is used by the Austin Transportation Department (ATD) for the City of Austin's Advanced Transportation Management System (ATMS). The contract was competitively bid and a selection was made by a broad range of City of Austin Staff based on qualifications and price. The contract was approved by Council in July 2011 for a 60-month base period with an amount not to exceed \$1,870,000, with two extension options in an amount of \$40,000 per option, for a total contract amount not to exceed \$1,950,000. The contract was negotiated for \$1,708,000 for the 60-month base period, creating an unallocated amount of \$242,000. Amendment No. 1 was issued in July 2012 to clarify the statement of work. Amendment No. 2 was issued in August 2012 to increase the contract amount by \$203,750, to add additional services under the scope of work. Council approved Amendment No. 3 for \$354,600 incorporating the Travel Time Data Integration and Bus Rapid Transit (BRT) Program Management programs for a revised contract value of \$2,266,350. ATD is now seeking a sole-source agreement with Kimley-Horn to provide ongoing enhancements to their proprietary ATMS.

Year 1

- Advanced Bicycle Detection – Pilot Deployment \$215,000 (2012 Bond)
- Additional Sole-Source Services \$750,000 (2012 Bond)

Year 2

- Additional Sole-Source Services \$500,000
(Contingent on available funding)

Year 3

- Additional Sole-Source Services \$500,000
(Contingent on available funding)

Total Cost: \$1,965,000

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Kimley-Horn and Associates, Inc. which will not exceed \$965,000 First Year, \$500,000 Second Year, and \$500,000 Third Year for 3 years for a Total Cost of \$1,965,000.

Recommended
Certification

J. J. Dale 1/4/14
Originator Date

Approved
Certification

Robert Fuller 1/6/14
Department Director or designee Date

1/9 1/9/14
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

Gary Ha 3-20-14 SMW
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013