



Travis County Commissioners Court Agenda Request

Meeting Date: February 21, 2012

Prepared By/Phone Number: John Pena, CTPM; Marvin Brice, CPPB,
Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., C.P.P.O.
Purchasing Agent

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language:

APPROVE CONTRACT AWARD FOR PROFESSIONAL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING DESIGN SERVICES FOR THE NED GRANGER ADMINISTRATION BUILDING RENOVATION, CONTRACT NO. PS120087JE, TO THE HIGHEST QUALIFIED FIRM, TTG GOETTING INC.

Ø **Purchasing Recommendation and Comments:** Purchasing concurs with the department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

On October 20, 2009, the Commissioners Court approved a pre-qualified list of Professional MEP Engineering; Structural Engineering and Landscape Architectural Firms for utilization on small projects in Travis County, through Request for Qualifications (RFQ) No. Q090290-JT. The pre-qualified list has since been utilized for various small projects countywide.

Facilities Management (FM) currently requires professional MEP Engineering Services to design the upgrade of the Ned Granger Administration Building and occupied space to meet current building codes in preparation for moving new County tenants from other facilities. While actual construction will be phased at a later date, the design work will be completed upfront.

FM and the Purchasing office have negotiated the terms and fees of a Professional Services Agreement (PSA) with one of the pre-qualified

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

professional engineering firms (TTG Goetting, Inc.) with expertise in these types of services, and proven to be the most highly qualified firm.

FM recommends award of a PSA to TTG Goetting, Inc. in the Not-To-Exceed (NTE) amount of \$84,000.00.

Ø **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract.

Ø **Contract-Related Information:**

Award Amount: NTE \$84,000.00

Contract Type: Professional Services

Contract Period: 140 Calendar Days from the NTP date.

Ø **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

Ø **Solicitation-Related Information:**

Solicitations Sent:

Responses Received:

HUB Information: Not a HUB

% HUB Subcontractor: Unknown at the time.

Ø **Special Contract Considerations:** N/A

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 550715

Funding Account(s): 001-1405-821-8102

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

TTG GOETTING

FOR

**MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERING
DESIGN AND CONSTRUCTION DOCUMENT SERVICES**

**FOR THE
NED GRANGER ADMINISTRATION BUILDING
RENOVATION**

CONTRACT NO. PS120087JE

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the “COUNTY”) and TTG Goetting (the “CONSULTANT”).

WHEREAS, the COUNTY desires to obtain professional **MEP Engineering Design and Construction Document Services for the Ned Granger Administration Building Renovation, located at 314 W. 11th Street, Austin, Texas 78701** (the “Project”); and

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional **MEP Engineering Design and Construction Document Services for the Ned Granger Administration Building Renovation (the “Project”)** as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Director of Travis County Facilities Management Department (the “DIRECTOR”). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 8.7 of this Agreement. The DIRECTOR shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the “Commissioners Court”) shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT’S copies of the foregoing material shall be returned to the COUNTY upon completion of the Project if the DIRECTOR so instructs the CONSULTANT.
- 1.3 If the DIRECTOR observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Work Product, as defined herein, the DIRECTOR shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

**SECTION 2
BASIC SERVICES OF THE CONSULTANT**

- 2.1 The CONSULTANT shall be responsible for the complete and professional execution of the work described herein to the acceptance of the DIRECTOR. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT shall perform "Basic Services" to include:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the DIRECTOR and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services for the Project, set forth in Exhibit 6, Scope of Services, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review and acceptance.
- 2.3 The CONSULTANT shall use all applicable codes as adopted by authority having jurisdiction in performing the Basic Services for the Project.

**SECTION 3
COMPENSATION AND PAYMENT SCHEDULE**

- 3.1 In consideration of the CONSULTANT'S performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 3.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in Exhibit 1.
- 3.3 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic" or "Additional" services under this Agreement, the decision of the DIRECTOR shall be final and binding upon the CONSULTANT.

**SECTION 4
PERIOD OF SERVICE**

- 4.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 7 and made a part hereof.
- 4.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.

- 4.3 If the performance of the CONSULTANT'S or the COUNTY'S obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party. A special meeting shall be called by the DIRECTOR to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the DIRECTOR.

SECTION 5

COORDINATION WITH COUNTY

- 5.1 The DIRECTOR shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define the COUNTY'S policies and decisions with respect to the CONSULTANT'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.
- 5.2 The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR (the "Notice to Proceed").
- 5.3 The CONSULTANT shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 5.4 The CONSULTANT shall cooperate and coordinate with the COUNTY'S staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the DIRECTOR.

SECTION 6

WORK PRODUCT

- 6.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables, as described in Exhibit 6, Scope of Services.
- 6.2 The Work Product, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy. Any reuse by the CONSULTANT of any such documents described in this Section without the specific and prior written consent of the COUNTY shall be at the CONSULTANT 's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.

SECTION 7
SUSPENSION AND TERMINATION OF AGREEMENT

- 7.1 SUSPENSION: The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving the CONSULTANT written Notice-of-Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which the CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) calendar days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below.
- 7.1.1 ~~Upon receipt of a Notice of Suspension, the CONSULTANT shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Engineering Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.~~
- 7.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 7.2 TERMINATION FOR CONVENIENCE: The COUNTY reserves the right to terminate this Agreement for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which shall take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). In the event of such termination, County shall not be liable for loss of any profits anticipated to be made hereunder
- 7.2.1 The Consultant shall deliver to the COUNTY copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a pre-condition to any final payment due under this Agreement.
- 7.2.2 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 7.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.
- 7.4 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

SECTION 8
CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 8.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT, or individual under the CONSULTANT'S direction, is appropriately licensed. In the event such individual's license expires, is revoked or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days. Additionally, the CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements (when applicable), and city ordinances currently in effect.
- 8.2 Acceptance and Approval of the deliverables by the COUNTY shall not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT'S designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT. For purposes of this section: (a) "Acceptance" shall mean that in the PROJECT MANAGER's opinion substantial compliance with the technical specifications and requirements (relating to permit coordination, assistance and procurement) has been achieved; and (b) "Approval" shall mean formal written recognition that the deliverables are complete and conform to the technical specifications and requirements."
- 8.3 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent Professional Engineer or Registered Architect, as applicable, in Travis County, Texas would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a good and workmanlike manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 8.4 The CONSULTANT shall affix his Texas Professional CONSULTANT's seal of endorsement on all documents and Engineering data furnished to the COUNTY, as required by law.
- 8.5 The CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of the CONSULTANT shall be classified as an employee or servant of the COUNTY.
- 8.6 INDEMNIFICATION. THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND WHETHER MERITORIOUS OR NOT, INCLUDING WITHOUT LIMITATION ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 8.7 DISPUTES AND APPEALS (APR '02): The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the

Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court. If the Contractor is still not satisfied, it may pursue the matter in a court of competent jurisdiction.

- 8.8 **CONFLICT OF INTEREST QUESTIONNAIRE:** If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

SECTION 9 MISCELLANEOUS

- 9.1 **VENUE:** This Agreement is governed by and shall be construed in accordance with the laws of the United States of America and the State of Texas. ALL OBLIGATIONS UNDER THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS. VENUE FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT WILL LIE IN THE APPROPRIATE COURT OF TRAVIS COUNTY, TEXAS.
- 9.2 **SEVERABILITY:** If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 9.3 **EQUAL OPPORTUNITY IN EMPLOYMENT:** The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 9.4 **NOTICE:** Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

Cyd V. Grimes, C.P.M. (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

with copies to (registered or certified mail with return receipt is not required):

Roger A. El Khoury, M.S, P.E. (or successor)
Travis County Facilities Management Director
P.O. Box 1748
Austin, Texas 78767

~~The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:~~

TTG Goetting
12710 Research Blvd., Ste 355
Austin, Texas 78759-4397

9.5 INSURANCE REQUIREMENTS: The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements as set forth below.

9.5.1 During the life of this Agreement, the CONSULTANT agrees to provide and maintain the following insurance:

- (a) Worker's Compensation in accordance with statutory requirements.
- (b) Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- (c) Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- (d) Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

9.5.2 The CONSULTANT shall not commence any professional services work under this Agreement prior to obtaining all required insurance and receiving approval by the COUNTY. The CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved by the COUNTY. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

9.5.3 The required insurance must be written by a company authorized to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish to the COUNTY a certification of coverage issued by the insurer. The insurance company shall be subject to the

approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse.

ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE, AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

9.6 FORFEITURE OF AGREEMENT: The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (a) The CONSULTANT was doing business at the time of executing this Agreement or had done business during the 365-day period immediately prior to the date of execution of this Agreement with one or more Key Contracting Persons; or
- (b) The CONSULTANT does business with a Key Contracting Person after the date of execution of this Agreement and prior to full performance of this Agreement.

Definition of “was doing/does business”:

- A. “Was doing business” and “does business” mean:
- B. paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
- C. loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- D. but does not include
- E. any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- F. any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
- G. a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to Exhibit 4, attached hereto and made a part hereof.

9.7 PURCHASE ORDER: The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned

by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

- 9.8 PAYMENTS: Payment shall be made upon satisfactory delivery and acceptance of services or deliverables and the submission of an invoice to the address below for orders placed by the Purchasing Agent, or as indicated on the Purchase Order placed by other authorized COUNTY offices and departments.

Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78767

As a minimum, a "Correct and Complete" invoice shall include: (i) Name, address, telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) the County Professional Services Agreement (PSA) number, (iii) the Purchase Order number, (iv) identification of the services outlined in the PSA, (v) any additional payment information which may be called for by this PSA.

- 9.9 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 9.10 PROPERTY TAXES: Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 9.11 TAXPAYER IDENTIFICATION: The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 9.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 9.13 FUNDING OUT: The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement

for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.

- 9.14 NON-WAIVER OF DEFAULT: No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 9.15 MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.
- 9.16 CONSULTANT CERTIFICATIONS:
- 9.16.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the professional services described in this Agreement.
- 9.16.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement.
- 9.16.3 THE CONSULTANT SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, AND COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING PATENTS, LICENSES OF COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.
- 9.17 CIVIL RIGHTS/ADA COMPLIANCE: The CONSULTANT shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 9.18 GRATUITIES: The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or

representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY shall be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by the CONSULTANT in providing the gratuities.

9.19 MONITORING: The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT'S compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT'S performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT'S performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.

9.20 INCORPORATION OF EXHIBITS AND ATTACHMENTS: All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

9.21 ENTIRE AGREEMENT: This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.

9.22 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.

9.23 AMENDMENT

9.23.1 This Agreement may not be altered, amended or modified except by instrument in writing signed by both parties. It is acknowledged by CONSULTANT that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

9.23.2 CONSULTANT shall submit all requests for changes to this Agreement, or any attachment(s) hereto, to the Travis County Purchasing Agent. The Purchasing Agent shall present CONSULTANT'S requests to the Travis County Commissioners Court for consideration.

9.24 ENTITY STATUS:

9.23.1 By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

9.23.2 As a duly authorized representative of the CONSULTANT, I acknowledge by my

signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

9.25 CERTIFICATION OF ELIGIBILITY:


This provision applies if the anticipated contract exceeds \$100,000. Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

9.26 AUDIT:

The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT: **TTG Goetting**

By: 
Printed Name: ERIC WORKMAN
Title: Principal
Authorized Representative
Date: 2/3/12

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Chapter 1051, Texas Occupations Code.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____
Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services shall be the sum of **\$83,000.00**

1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:

(i)	Design	\$50,000.00
(ii)	Construction Administration	\$20,000.00
(iii)	Energy Modeling	\$ 7,500.00
(iv)	LEED Documentation for Credit	\$ 5,500.00

BASIC SERVICES TOTAL: **\$83,000.00**

SECTION 2 - FIXED FEE

2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2, and described above, required in the performance of the various phases of work provided for under this Agreement.

2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the DIRECTOR shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the DIRECTOR.

3.2 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.

3.3 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT'S errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

4.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the CONSULTANT, contingent upon prior written authorization from the DIRECTOR for the following:

4.1.1 Expense of reproductions for any record drawings or other information as described in the Professional Services Agreement, SECTION I, Paragraph 1.2, EMPLOYMENT OF THE

CONSULTANT.

- 4.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the following limit:

REIMBURSABLES TOTAL NOT TO EXCEED: **\$ 1,000.00**

SECTION 5 –SCHEDULE OF PAYMENTS

- 5.1 A Lump Sum Payment shall be made within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 9.8, for the Deliverables described in the Agreement and/or Exhibit 6, Scope of Services.

SECTION 6 –TOTAL AGREEMENT SUM

- 6.1 The Total Professional Services Agreement Sum, consisting of the Basic Services Fee of **\$ 83,000.00**, plus the Not-to-Exceed Reimbursable Expense (as listed in Section 4 above) of **\$ 1,000.00** shall not exceed **\$84,000.00**.

EXHIBIT 2
HOURLY RATES

ADDITIONAL SERVICES SCHEDULE OF RATES (HOURLY):

Senior Principal	\$ 220.00
Principal	\$ 175.00
Project Manager	\$ 135.00
Project / Senior Engineer	\$ 115.00
Construction Administrator	\$ 90.00
Engineer	\$ 90.00
Designer	\$ 75.00
CADD Operator	\$ 60.00
Word Processing / Clerical	\$ 55.00

OPTIONAL SERVICES

None

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and the United States enter into such litigation to protect the interest of the United States.

EXHIBIT 4
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

Date: 2/6/12

Name of Affiant: ERIC WORKMAN

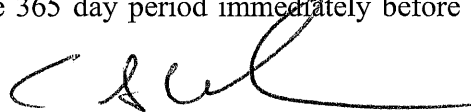
Title of Affiant: PRINCIPAL

Business Name of Consultant: TIG GOETTING

County of Consultant: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.



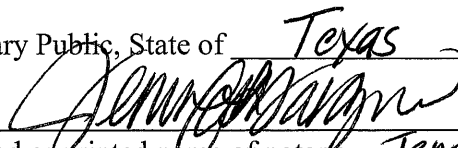
Signature of Affiant

12710 RESEARCH BLVD STE 355
Austin, TX 78759

Address

SUBSCRIBED AND SWORN TO before me by Eric Workman on Feb 6, 2012

Notary Public, State of Texas


Typed or printed name of notary Jennifer Lynn Hargrove

My commission expires: 1-20-13



ATTACHMENT 1 TO EXHIBIT 4
LIST OF KEY CONTRACTING PERSONS
January 24, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leroy Nellis, Interim	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	

Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Patrick Strittmatter*
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant III Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Elizabeth Corey, C.P.M.
 Purchasing Agent Assistant III Rosalinda Garcia
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant II C.W. Bruner, CTP
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman.....		01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB		07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades		08/19/12
Purchasing Agent Assistant IV	Diana Gonzalez..		12/16/12

* - Identifies employees who have been in that position less than a year.

EXHIBIT 5
CONFLICT OF INTEREST QUESTIONNAIRE

If required under Chapter 176 Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

EXHIBIT 6
SCOPE OF SERVICE – MEP ENGINEERING

1.0 THE PROJECT

- 1.1 Various renovations and remodels to the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas will constitute “The Project.” The building presently functions as the Travis County Administration Building but the County is in the process of transitioning the majority of administration functions to another building. This Project is to upgrade the building to ensure compliance with all current codes; to renovate some of the occupied spaces; and to prepare the building for relocation of County tenants from other facilities. Although the Project will be phased, the design work will be completed up front, following award of this Professional Services Agreement. In addition, the Project will pursue LEED-EB Silver through the USGBC.
- 1.2 The building is a 50-year old five story cast-in-place concrete framed structure, approximately 105,500 SF at 21,100 SF per floor. A multi-story parking garage occupies half the block across the alley to the north. The parking garage will not be part of the Project scope. The building does not have an existing fire sprinkler system. Floors are accessed by two passenger elevators, a dedicated freight elevator and two enclosed stairwells. A single 380-ton chiller in the 1st floor Mechanical Room is supplied by a rooftop cooling tower. Each floor has two mechanical rooms that are stacked up through the building. Also in the 1st floor Mechanical Room are a boiler, electrical switchgear and building maintenance spaces. An operating commercial kitchen and all supporting systems will be relocated from the 3rd floor to the first floor as part of this Project. The Main Distribution Frame (MDF) is located on 5th Floor but will be moved to 1st Floor. An Intermediate Distribution Frame (IDF) is located on each floor. Temporary IDF’s will be provided at each floor until scheduled periods during the Project remodeling when the existing IDF’s will be upgraded.
- 1.2 Occupancy of the building will be transitioning during the course of the Project as follows:
- A. 1st Floor tenants will be moved out toward the end of 2012. However, certain remodeling work, such as the fire sprinkler infrastructure will be installed at the beginning of the Project.
 - B. The vacant 2nd floor will be remodeled at the beginning of the Project and subsequently occupied by an existing 5th floor tenant.
 - C. The 3rd and 4th floors will remain occupied by a County tenant.
 - D. Fifth Floor will be vacated in phases during 2012 and will be remodeled for a future County tenant.
- 1.3 The Project will include mechanical, electrical and plumbing design, performance specifications for fire alarm and fire suppression sprinkler systems, construction document preparation and construction contract administration. The improvements will take place throughout the building and will include work within the existing tenant spaces and mechanical rooms which are located on all five floors. The existing HVAC cooling tower will be replaced with new and upgraded equipment. The existing HVAC pneumatic controls will be replaced with a new DDC/BAS energy management system (EMS). The Project will be divided into eight components, as follows, some of which will be constructed concurrently.

- A. Mechanical infrastructure renovations and replacements.
 - B. Fire Sprinkler (Performance Specification) with design and construction by others.
 - C. Fire Alarm (Performance Specification) with design and construction by others.
 - D. 1st Floor renovation, except for certain HVAC and systems renovations, will be done late in 2012 or 2013.
 - E. 2nd Floor renovation will be done as early as possible during the Project.
 - F. 3rd Floor renovation, as with 1st Floor, to be scheduled during late 2012 or 2013.
 - G. 4th Floor renovation, as with 1st Floor, to be scheduled during late 2012 or 2013.
 - H. 5th Floor renovation, as with 1st Floor, to be scheduled during late 2012 or 2013.
- 1.4 For purposes of this Agreement, the Travis County Facilities Management Department (FMD) will represent the OWNER and will be the Architect-of-Record for the Project.

2.0 ENGINEERING SCOPE OF SERVICES

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide complete, functional and usable designs and specifications that meet the program requirements. Coordinate work among the engineering disciplines and with the OWNER to ensure that complete system designs are provided for fire suppression sprinkler infrastructure, fire alarm replacements/upgrades and tenant space remodels.
- 2.2 Mechanical design, required construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings and an estimate of probable cost will be included in the CONSULTANT's Basic Services. Deliverables will be used to secure permitting, provide guidance to systems designers, solicit bids/proposals from contractors and provide direction for the construction of the Project.
- A. Scope of mechanical engineering services will include, but not be limited to:
 - 1. Perform HVAC zonal load calculations as required to meet space temperature and ventilation requirements for the building.
 - 2. Design and specify stand-alone HVAC systems including equipment, sensors, DDC-BAS controls for individual AC units to cool the MDF and the IDF's on each floor.
 - 3. Design and specify new energy efficient HVAC Dual Duct (VFD) supply air fan systems at each floor (total of 10 systems).
 - 4. Design and specify new Cooling Tower system including piping and pump(s) systems to be integrated with the existing building chiller equipment.
 - 5. Design new system components to integrate into the existing HVAC system.
 - 6. Provide performance specifications for a new or upgraded Fire Alarm System as required.

7. Provide performance specifications for a new Fire Suppression Sprinkler System. The design and installation will be provided by a separately contracted Fire Protection Company.
8. Design of kitchen hood exhaust, hood, and make-up air system for relocated kitchen on first floor.
9. Provide HVAC energy modeling for LEED credit EA.1
10. Provide LEED documentation for credits

2.3 Electrical design, construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings and an estimate of probable cost will constitute the CONSULTANT's Basic Services. Deliverables may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project.

A. Scope of electrical engineering services will include, but not be limited to:

1. Design electrical power distribution and lighting systems, including lighting fixture selections and any modifications or additions to existing electric panels. Integrate the new systems into the existing building electrical system. Design electrical lighting system for the upgraded Mechanical Rooms at each floor. Design electrical lighting / power system for the new Cooling Tower equipment.
2. Select electrical equipment and submit to OWNER for coordination and approval.
3. Produce construction documents showing lighting, electrical service and equipment locations. Construction documents shall include circuiting, relevant schedules, wiring diagrams, details, notes, plans, calculations and specifications.
4. Provide special systems plans to show the locations for special systems infrastructure connection points for a replacement/upgraded fire alarm system and a new HVAC BAS equipment system. Indicate on the plans the locations of junction boxes, conduit and pull strings for use by the contractor.
5. Provide performance specifications for a replacement/upgraded fire alarm system.
6. Design of new electrical distribution system for relocated kitchen on first floor.
7. Provide electrical and telecom grounding infrastructure for new MDF/IDF to be located on the first floor.
8. Lighting control panels will be tied into the new Energy Management System (EMS).
9. Provide LEED documentation for credits.

2.4 Plumbing design, construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings and an estimate of probable cost will constitute the CONSULTANT's Basic Services. Deliverables may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project.

A. Scope of plumbing engineering services will include, but not be limited to:

1. Design new/remodeled building plumbing systems, as needed, including water, waste water and natural gas piping. Provide riser diagrams, equipment schedules and details. The building has restrooms on each floor and various existing coffee bar sinks and janitor sinks. Existing restrooms on each floor will need to be updated to current plumbing and accessibility codes. Investigation will be required to determine the best tie-in points to existing building plumbing.
2. Select and schedule plumbing fixtures. Submit selections to OWNER for coordination and approval.

3. Design the fire sprinkler riser manifold. Include all items of the work that will be necessary for the contracted Fire Protection Company to design and construct branch lines for a complete system.
4. Design of kitchen grease waste system.
5. Design of kitchen domestic water and sanitary waste system.
6. Provide LEED documentation for credits.

2.5 Commissioning of the MEP systems to meet City of Austin and LEED-EB Silver requirements.

3.0 CONSTRUCTION DOCUMENTS

3.1 The CONSULTANT shall prepare Construction Documents completely describing the work in coordination with the Project design and the work of the OWNER and other design disciplines.

3.2 Drawings shall be prepared in AutoCAD 2012 or Revit 2012. Coordinate the drawings with the OWNER's drawing format as to title block, sheet numbers and cover sheet information.

3.3 Provide complete specifications in Microsoft Word, preferably using ARCOM Masterspec '04 version or formatted the same as the OWNER's specification sections.

3.4 Provide MEP Comcheck forms and energy conformance calculations, sealed and signed by the CONSULTANT, for use by OWNER and for regulatory agency review and approval.

3.5 Produce record drawings from documentation received from OWNER that will be produced by the contractor(s) upon completion of the Project or phases of the Project. The record drawings shall be in the same format as the construction drawings. Record drawings are to be prepared as soon as the as-built information is available for each phase of the Project.

3.6 "Construction Documents" shall mean plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by the CONSULTANT for the Project. These shall become the property of the OWNER. The CONSULTANT shall furnish the OWNER with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.

3.6 The CONSULTANT shall furnish to the OWNER the following:

- A. One unbound set of 100% complete full size construction drawings, photostatically plotted on bond paper.
- B. One unbound set of the final specifications.
- C. One copy of the CAD/BIM files and specifications on compact disc or flash drive.
- D. One full-sized set each of the Design Development, 50% Construction Documents, and 95% Construction Documents.
- E. Calculations as described herein.
- F. Regulatory documents as described herein.

- G. Two bound sets of Record Drawings photostatically plotted on bond paper.
- H. One copy of the Record Drawings on CD or flash drive.
- I. Affix an original State of Texas Professional Engineer's seal, signed and dated, to the following documents or as required by law.
 - 1. Drawing set Cover Sheet.
 - 2. Each sheet of Engineering Drawings
 - 3. Project Manual Table of Contents page
 - 4. Regulatory Documents, Change Orders and Bidding Documents as required by law.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 The CONSULTANT shall be responsible for Construction Contract Administration to the extent the CONSULTANT determines is necessary to verify that the work is being constructed according to the intent of the construction documents.
- 4.2 The CONSULTANT shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the OWNER. Submit results of reviews within ten (10) calendar days for submittals and within ten (10) calendar days for claims, disputes, and other matters in question between the OWNER and the contractor relating to the execution or progress of the work or the interpretation of the Contract Documents. The CONSULTANT shall notify the OWNER immediately if more time is required for reasonable cause.
- 4.3 The CONSULTANT shall not have control of nor have charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures nor safety precautions and programs in connection with the construction work nor acts or omissions of the contractor or subcontractors of any tier; or any other persons performing any of the construction work, nor failure of any of the aforementioned to carry out the construction work in accordance with the Contract Documents.
- 4.4 The CONSULTANT shall at all times have access to the work wherever it is in preparation or progress.
- 4.5 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in written and/or graphic form.
- 4.6 The CONSULTANT shall attend a pre-bid conference and assist OWNER in preparation of addenda, interpretation of the bid documents related to the CONSULTANT's work, assist in the preparation of Addenda for bidding and in answering RFI's during bidding.
- 4.7 The CONSULTANT shall produce a punchlist of construction deficiencies at the time of Substantial Completion. Coordinate preparation of the punchlist with OWNER. Provide inspections, in coordination with the OWNER, to ensure the Contractor's work related to the CONSULTANT's portion of the punchlist is completed.

5.0 QUALITY CONTROL

- 5.1 Quality Levels and Quality Control Procedures: The Contract Documents shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the contractor will be required to perform. The OWNER and CONSULTANT acknowledge that, after the construction contract is signed, the contractor cannot be required to perform any action that is not required by the Contract Documents. Therefore, the contractor must know what is expected and required in order to prepare a proper bid or cost proposal. The drawings & specifications must be precise in order to ensure that all necessary tests and quality control actions will be performed to demonstrate that required quality levels have been met.
- 5.2 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling and testing requirements to be performed by the contractor or by an Independent Testing Firm retained by the OWNER. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, p.s.i., etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

6.0 MEETINGS

- 6.1 The CONSULTANT shall attend meetings with the OWNER as required for development of the design and construction documents and as necessary during the Construction Contract Administration Phase. Attendance and participation at such meetings shall be part of Basic Services. Any meetings not required shall be compensated at the hourly rate for the appropriate level of CONSULTANT staff listed in the Professional Services Agreement. Meetings not required for execution of this scope-of-services shall be attended following written request and authorization by the OWNER.

7.0 SCOPE OF WORK EXCLUSIONS

- 7.1 The items listed below are excluded from the CONSULTANT's scope of work:
- A. Specification of equipment, cabling and design for telecommunications systems, security systems, and data transfer systems except to the extent that new building electrical and new mechanical systems are required to interface with and support these systems
 - B. Procuring or paying for construction permits and inspections
 - C. Design services due to change in scope of the Project after the Design Development (DD) phase will be at the additional service hourly rate.
 - D. Design of bid alternates requested by the County architect.
 - E. Design services due to change orders requested by the Travis County.
 - F. Design and landscape irrigation and decorative lighting.
 - G. International Energy Conservation Code (IECC) architectural building envelope compliance check.
 - H. Value engineering design services after approval of the DD submission.
 - I. Design of site gas, water, and sanitary sewer distribution from a point five feet outside the building to the local utility point of service.
 - J. Vapor drive analysis calculations thru exterior wall or roof

K. Design services for trench excavation and shoring; site storm drainage; subsurface, foundation and/or French drainage; cathodic protection.

8.0 SCHEDULE MILESTONES

8.1 The Project will be phased and the Construction Documents will be arranged in multiple permit and bid sets that correspond with the Travis County plan for relocation of staff and available budgets. The design is expected to commence and be pursued uninterrupted upon issuance of the Notice-to-Proceed, except as otherwise provided for in the Professional Services Agreement (PSA). The CONSULTANT's delivery of the Work Product shall conform to the following durations, which will commence upon receipt of a written Notice-to-Proceed from the OWNER. Durations are in calendar days.

Ned Granger Administration Building MEP Design Services	
Design Phase	Duration (Calendar Days)
Schematic Design Phase (SD)	30
Design Development Documents	50
Construction Documents	60
Total Design and Permit	140
Bid Phase	
Addenda, Prebid Conference	45
Total Bid Phase	45
Construction Phase	
Construction Contract Administration	TBD
Total Construction Phase	TBD

END OF EXHIBIT

EXHIBIT 7
PROJECT SCHEDULE

Ned Granger Administration Building MEP Design Services	
Design Phase	Duration (Calendar Days)
Schematic Design Phase (SD)	30
Design Development Documents	50
Construction Documents	60
Total Design and Permit	140
Bid Phase	
Addenda, Prebid Conference	45
Total Bid Phase	45
Construction Phase	
Construction Contract Administration	TBD
Total Construction Phase	TBD



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: TCAD-26-13C-4R
FILE: 402

RECEIVED
TRAVIS COUNTY
2012 JAN 20 AM 11:14
PURCHASING
OFFICE

TO: Cyd V. Grimes, CPM, Purchasing Agent

VIA: Steven M. Manilla, P.E., County Executive, TNR

FROM: Roger A. El Khoury, M.S., P.E., Director

Roger El Khoury

DATE: January 19, 2012

SUBJECT: Granger Building Renovation
Professional Services Agreement Contract Award to TTG Goetting

The proposed Professional Services Agreement (PSA) is for mechanical, electrical & plumbing engineering services for the existing Ned Granger building design and renovation projects. FMD negotiated with TTG Goetting and the resulting attached proposal is fair and reasonable. FMD recommends award of this PSA to TTG Goetting. The breakdown shown in the proposal is:

\$ 70,000.00	Basic Services
\$ 7,500.00	Energy Modeling
<u>\$ 5,500.00</u>	LEED Documentation for Credit
\$ 83,000.00	Total Base Fee

In addition to the total base fee, a \$1,000.00 reimbursable expense has been encumbered as a not to exceed sum. The account number is 001-1405-821-8102 and the requisition number is 550715. In accordance with the procedure to secure this PSA, this request is being forwarded along with the supporting documents for approval. If approved, please issue a fully executed contract to TTG Goetting. If you have any questions or need additional information, please call Roger at extension 44579.

COPY TO:

Amy Draper, CPA, Financial Manager, FMD
John Pena, Purchasing Agent Assistant, Purchasing

PI625I02

TRAVIS COUNTY
Purchase Requisition

2/07/12
10:55:34

Number : 0000550715
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : NEW PO - MEP SVCS FOR GRANGER BLDG
By : AMY DRAPER 854-9040
Date : 1/18/12
Vendor : TTG GOETTING
Contract nbr :
Ship to : FE FACILITIES MANAGEMENT
Deliver by date : 12/31/12
Buyer :
Fiscal year code : C C=Current year, P=Previous year, F=Future year
Type options, press Enter.

5=Display 8=Item extended description

Opt Line# Quantity UOM Description
— 1 70000.00 DOL MEP ENGINEERING SERVICES FOR GRAINGER BLDG
PER PROPOSAL DATED 1/12/12 REVISED 1/16/12
POC: ROGER EL KHOURY 854-4579 +

COMMENTS EXIST Total: 84000.00
F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

PI625I02

TRAVIS COUNTY
Purchase Requisition

2/07/12
10:59:27

Number : 0000550715
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : NEW PO - MEP SVCS FOR GRANGER BLDG
By : AMY DRAPER 854-9040
Date : 1/18/12
Vendor : TTG GOETTING
Contract nbr :
Ship to : FE FACILITIES MANAGEMENT
Deliver by date : 12/31/12
Buyer :
Fiscal year code : C C=Current year, P=Previous year, F=Future year
Type options, press Enter.

5=Display 8=Item extended description

Opt Line# Quantity UOM Description
— 2 7500.00 DOL ENERGY MODELING FOR LEED CREDIT
— 3 5500.00 DOL LEED DOCUMENTATION FOR CREDIT
— 4 1000.00 DOL REIMBURSABLES

COMMENTS EXIST Total: 84000.00
F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments