



Travis County Commissioners Court Agenda Request

Meeting Date: 8/7/2012, 9:00 AM, Voting Session

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

Elected/Appointed Official/Dept. Head: Cyd Grimes, 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 TCJ EXTENDED LIFE PROJECTS – PHASE IIa, CONTRACT NO. 4400000992, TO THE HIGHEST QUALIFIED FIRM, HALFF ASSOCIATES, INC.

- Purchasing Recommendation and Comments: Purchasing concurs with 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 a Request for Qualifications (RFQ) No. Q090290-JT. The pre-qualified list has since been utilized for various small projects countywide.
- On August 10, 2010, the Commissioners Court approved the TCJ Extended Life Project as part of a three-year renovation plan that addresses the most critical issues and adds 10-15 years to the TCJ's useful life. This 10-year life span provides the Commissioner's Court the time it needs to make a decision about the future of the TCJ including whether the general housing beds, currently a part of the TCJ, stay downtown or are relocated to the Travis County Correctional Complex (TCCC) at Del Valle.
- As part of the overall TCJ Extended Life Project, Travis County Sheriff's Office (TCSO) currently requires professional MEP Engineering Services to develop drawings and specifications for the Travis County Jail (TCJ) Extended Life Projects – Phase IIa. The work will require developing specifications and construction drawings for the upgrade of the Kitchen Exhaust System and the General Building Exhaust System of the Travis County Jail, 500 W. 10th Street, Austin, Texas 78701. This will be the second contract associated with this requirement.

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.

- TCSO reviewed the 10 MEP Consultants from the pre-qualifying list and determined that Halff Associates, Inc. to be the most qualified firm due to their extensive familiarity with the Correction's secure environment, the number of qualified personnel available to address the unique problems presented by this project; i.e., investigation into older buildings needing retrofitting in tight spaces as well as addressing older design inadequacies, and having TCSO cleared personnel on staff.
- Negotiations were conducted, and as a result, TCSO is recommending, with Purchasing's concurrence, contract award to Halff Associates in the amount of \$179,810.00.
- Contract Expenditures: Within the last 12 months \$0.00 has been spent against this requirement.
- Contract-Related Information:
Award Amount: \$179,810.00
Contract Type: Professional Services
Contract Period: Through Completion
- Contract Modification Information: N/A
Modification Amount:
Modification Type:
Modification Period:
- **Solicitation-Related Information: N/A**
Solicitations Sent: Responses Received:
HUB Information: % HUB Subcontractor:
- **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:
- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: 1000001265
 - 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.



GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheiff.org

JAMES N. SYLVESTER
Chief Deputy

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

9 down
4-11-12
MB

MEMORANDUM

TO: Marvin Brice, CPPB, Assistant Purchasing Agent
FROM: Mark Stefanov, P.E. *Mark Stefanov*
DATE: April 9, 2012
SUBJECT: Engineer Selection TCJ Extended Life Projects - Phase IIa

RECEIVED

APR - 9 2012

TRAVIS COUNTY
PURCHASING OFFICE

This is the follow up to the March 13, 2012 request for buyer assignment and purchasing action for a Drawing and Specification Consultant for two more of the Construction projects at the Travis County Jail. Please note that I have attached an updated Scope of Work modified since March 13, 2012 that is available as MSWord. The projects are funded by Fiscal Year 2010 CO money. The D&S project title above supports and continues the efforts started in FY2010, TCJ Roof Walls Weatherization Project, a name used to identify a different construction effort. These D&Ss will provide for the construction contracts to upgrade the:

- 3. "Kitchen Exhaust System". and
- 4. "General Bldg Exhaust Systems".

These projects do address the problem that initiated the TCJ Roof Walls Weatherization Project, and the overall solution is a subset of it. However the roof and wall weatherization efforts are complete.

After reviewing the ten available MEP Consultants from the Qualifying list provided to me by Purchasing, I have determined the most qualified Professional. It is HALFF ASSOCIATES. INC. Although they have an Austin address in the RFQ, their MEP is handled out of Dallas. That does not cause me any concern, but I thought that the buyer might want to be aware of the fact.

Selection was determined by several areas of setting them above the others. Halff has extensive Correction's environment experience. They have the most qualified personnel to address the unique problems presented by these projects. Some of these include investigation into older building needing retrofitting in tight spaces as well as addressing older design inadequacies. In addition, they are familiar with the facility and the current cad backgrounds, as well as having Travis County Sheriff's Office cleared personnel on staff.

The TCSO Finance Department has previously loaded requisition 554936 into HTE. When this request is approved, please notify me as well as Ron Rizzato so that he may modify the Vendor to Halff and re-release for the buyer's use.

Please contact me with any questions at 45321. Your assistance in obtaining a relatively quick Professional Services Agreement with Halff will be greatly appreciated.

CC: Sheriff's Office Engineer's File
Ron Rizzato
Major Long



4/11/12

APPENDIX A
SCOPE OF SERVICES

TCJ Exhaust System - General Building Renewal 238693, and
TCJ Exhaust System - Kitchen - Commercial Renewal 244270

- 1.1. **Project Identification** TCJ Exhaust System - General Building Renewal 238693, and
TCJ Exhaust System - Kitchen - Commercial Renewal 244270

- 1.2. **Project Location** Travis County Jail
500 W. 10th Street
Austin, TX 78701

- 1.3. **Project Location Operators (subject to change):**
Major Darren Long, Corrections Bureau Administrator
Captain Jerry Kovar, TCJ Administrator
Lieutenant Elizabeth Jurica, TCJ Manager
Sergeants, Corrections Officers

- 1.4. **Abbreviations:**
 - 1.4.3 ASHRAE, American Society of Heating and Air-Conditioning Engineers.
 - 1.4.4 BAS, Building Automation System.
 - 1.4.5 TCJ, Travis County Jail.
 - 1.4.6 TCSO, Travis County Sheriff's Office.
 - 1.4.7 TCSOE, Travis County Sheriff's Office Engineer.
 - 1.4.8 TCSO PM, Travis County Sheriff's Office Project Manager.

- 1.5. **Occupancy – Occupancy of the area is 24 hours per day, seven days per week without the ability to relocate the occupants except by area confinement.**

- 1.6. **Schedule – See Attachment 3.**

- 1.7. **Description – The Projects include:**
 - 1.7.1. **Providing all exhaust equipment, ductwork, building modifications, and other necessary items to upgrade the existing exhaust systems in order to comply with current engineering standards for a jail environment. Providing electronic monitoring and control by the TCSO BAS, Computrols, for the new equipment and as considered appropriate for continued balanced operation of the new systems.**
 - 1.7.2. **The upgraded exhaust is being undertaken to correct humidity problems leading to excessive biological growth by:**
 - 1.7.2.1. **Upgrading the north and south side cell exhaust routes to facilitate the proper building general ventilation;**
 - 1.7.2.2. **Upgrading the north and south side cell exhaust fans to meet the ASHRAE Building Exhaust Standards;**
 - 1.7.2.3. **Renewing and adding fire dampers and associated devices to meet the current Fire Codes;**
 - 1.7.2.4. **Correcting duct penetrations and ductwork to direct the airflow so as to flow effectively for all cell exhaust and the central core exhausted areas;**
 - 1.7.2.5. **Replacing items, duct, equipment, in the kitchen exhaust system that cannot be refurbished to a like new condition;**

- 1.7.2.6. Facilitating the repair to, and the resealing of, the building envelope where the above items penetrate to the outside, which may involve roof or wall penetrations; and
- 1.7.2.7. Adding make up air in an engineered method to address the new exhaust requirements and provide a positive building envelope.
- 1.7.3. Upgrading the four cells located in the basement Medical area to the Center for Disease Control recommended negative-pressure, operation, and control for airborne infection isolation. (This is part of TCJ Exhaust System - General Building Renewal 238693. Where considered appropriate by current engineering practices, sub tasks in paragraph 1.7.2 above may apply to this paragraph.)
- 1.7.4. Upgrading the basement Kitchen hood exhausts and make up air to the current operational standards of the applicable codes and correcting items needing repair. (Where considered appropriate by current engineering practices, sub tasks in paragraph 1.7.2 above may apply to this paragraph.)
- 1.7.5. Working in the very confining and space restricted areas of the jail outside of the normal housing areas in ceilings and crawl spaces.

2. SCOPE OF SERVICES

- 2.1. The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional, and usable biddable drawings and specification's package, D&Ss. CONSULTANT'S Basic Services includes:
 - 2.1.1. Review existing drawings and conditions.
 - 2.1.2. Develop new drawings as needed to adequately define a Project planned to be bid by the County.
 - 2.1.3. New drawings shall be 11x17 and comply with the Travis County Sheriff's Office Engineer's specific requirements listed in Attachment 8.
 - 2.1.4. Select, engineer, and design a suitable exhaust/make up air system for building expected to be kept in service for a plan of another 25 years.
 - 2.1.5. Investigating the kitchen exhaust for proper flows and heat rejection based on the operations, then engineering and designing the upgrades or equipment replacements with a Return on Investment of less than ten years.
 - 2.1.6. Address the desired Project items as listed in the Project's Description above.
 - 2.1.7. Provide and submit with the 100% D&Ss, a construction cost estimate.
 - 2.1.8. Investigate the applicability of permits for the construction process and require Contractor to provide in the D&Ss.
 - 2.1.9. Provide a point matrix, drawing information and specifications, and written control sequence for the addition of Computrols to monitor and control all items that will be considered necessary for effective operation.
 - 2.1.10. Segregate the two projects distinctly while combining common construction areas and specifications with the possibility that one of the projects may be bid as an optional part.
 - 2.1.11. Provide technical assistance during the bidding process.
 - 2.1.12. Provide all new work in an AutoCAD format, model space only, for incorporation into the TCSO's master drawings per Attachment 8. These shall be separated from the TCSO supplied master backgrounds, but appropriately located, using AutoCAD Xref technology. Each discipline shall also be separated into different drawing files (.dwg)
 - 2.1.13. Provide the prior to final specifications in an MSWord compatible format for use by the Travis County for review and suggested changes. This may be modified by multiple Travis County departments using the MSWord document change tracking tool.

- 2.1.14. Provide the prior to final drawings in a .dwg format for the TCSOE's review and Adobe Acrobat format for the TCSO PM's review.
 - 2.1.15. Provide sealed D&Ss in an Adobe Acrobat format, or other format approved in writing by the Travis County Purchasing Office, for posting on the bidding site.
- 2.2. CONSULTANT will perform Basic Services in accordance with all governing codes and regulations, using the standard of care and skill ordinarily used by members of the design profession on projects of similar size, nature and complexity, practicing under similar conditions at the same time and locality as the Project.

3. CONSTRUCTION CONTRACT ADMINISTRATION

- 3.1. The CONSULTANT will 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. The CONSULTANT will make periodic observations of the Work, as part of Basic Services. A final punch list will be required and one (1) follow-up inspection to review completion of the punch list items by the Contractor.
- 3.2. The CONSULTANT will render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the COUNTY. Render decisions, in writing, within a time no greater than five (5) calendar days for clarifications, interpretations, submittals, claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the Work or the interpretation of the Construction Contract Documents. The CONSULTANT will notify the County immediately, within 24 hours of receipt of the above items, if more time is required for reasonable cause.
- 3.3. The CONSULTANT will not have control or charge of, and will 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 Construction Contract Documents.
- 3.4. The CONSULTANT will at all times have access to the Work.
- 3.5. Interpretations and decisions of the CONSULTANT will be consistent with the intent of, and reasonably inferable, from the Construction Documents and will be in written and/or graphic form.

4. MEETINGS

- 4.1. The CONSULTANT will attend meetings with the COUNTY only as required for development of the design and construction documents and as necessary during the Construction Contract Administration Phase.
- 4.2. Attendance and participation at such meetings will be part of the Basic Services. Any meetings not required by this agreement will be compensated at the hourly rate for the appropriate CONSULTANT staff indicated in the Professional Services Agreement. If required, the TCSO Maintenance Engineer will authorize these meetings by advance written notice.

EXHIBIT 3
PROJECT SCHEDULE

SCHEDULE MILESTONES

The CONSULTANT'S delivery of the Work Product will conform to the following durations which will commence upon receipt of a written Notice-to-Proceed from the COUNTY. Durations are in calendar days.

Phase	Precedent	Duration
50% Design Documents	Notice to Proceed	30 days
100% Design Documents	50% Design Documents TCSO Comments	60 days
Construction Administration	100% Design Documents	N/A

EXHIBIT 8

Travis County Sheriff's Office Engineer Drawing Requirements

The drawing requirements of the Travis County Sheriff's Office Engineer (TCSOE) shall be incorporated into the CONSULTANT'S Work Product. These include, without limitation, the following:

- 1.1 All construction document drawings shall be set up in an 11x17 layout format.
- 1.2 Text shall generally be a minimum of 1/8" or larger on an 11x17 printout, with 3/32" being the minimum allowed except for border and title text containing non-project specific information.
- 1.3 Externally referenced drawing data in model space, e.g. as built, TCSO masters, and CONSULTANT'S design data shall be used for all information that is not Consultant specific information or layout data, such as contained in borders and title information on drawing layout space.
- 1.4 Drawing and Layout Naming for work performed by the CONSULTANT shall have file names using the formats below:
 - 1.4.1 External Referenced Drawing Naming X-xxxx-###-#####, where-
 - 1.4.1.1 The first X, A-FP03-140-238693, is the AIA discipline code, such as A for Architecture;
 - 1.4.1.2 The next two characters, A-FP03-140-238693 indicate the AIA general type of drawing, such as FP for floor plan, SP for site plane, etc.;
 - 1.4.1.3 The next two characters, A-FP03-140-238693 indicate the floor with the basement of a building being 0, and A-FP03-140-238693 indicating the data for the roof as it is the 3rd level for the building in this Project;
 - 1.4.1.4 The next three digits, A-FP03-140-238693, indicate the TCSO three digit building number; and
 - 1.4.1.5 The final six digits indicate the TCSO CONSTRUCTION Project numbers A-FP03-140-238693 (the first listed may be used for common data).
 - 1.4.2 Layout Space and Drawing Naming X-###-238693, where -
 - 1.4.2.1 The X character is the AIA discipline code, such as A for Architecture, A-130-238693;
 - 1.4.2.2 The first digit, A-130-238693, is the AIA layout designator code number, such as 0-general, 1-plan views, 2-elevations, 3-sections, 4-large scale, 5-details, 6-schedules, and 9-photos;
 - 1.4.2.3 The second digit, A-130-238693 is to reflect the floor with the basement of a building being 0, and 3 indicating the architectural layout for the roof as it is the 3rd level for this project.
 - 1.4.2.4 The third digit, A-130-238693 is a sequence drawing number;
 - 1.4.2.5 The next six digits, A-130-238693, indicate the TCSO CONSTRUCTION Project number;
 - 1.4.2.6 Layout names inside a layout drawing file would be A-130, A-131, A-530, leaving off the project number; and
 - 1.4.2.7 A multi discipline drawing containing many layouts referring to a single project may be combined into one drawing named G-000-238693;
- 1.5 Layer Naming for work performed by the CONSULTANT shall have layer names using the format, X-xxx-xxx, where:
 - 1.5.1 All layer names in the new work data drawings shall exactly match the layer name in the drawings that depict current conditions, which may not look like the format X-xxx-xxx;
 - 1.5.2 New layers shall generally follow the AIA requirements, except when complying with the paragraph above, starting with the first character indicating the discipline code, "A-wall-int" for architectural walls interior, etc.;
 - 1.5.3 The modifiers A-xxx-xxx may be longer than three as in the paragraph above;
- 1.6 Demolition work data shall be indicated on a specific layer and only be done in the drawings that depict current conditions by moving demo entities to a new layer that follows this naming format, D-120117LP, where:
 - 1.6.1 D indicates demo, D-12xxxxxx-xxx;
 - 1.6.2 The characters, D-PSxxxxxx, indicate the Travis County Professional Service Agreement's Purchasing contract number, "PS12xxxxxx" under which the data is proposed to be deleted;
 - 1.6.3 The modifiers, D-12xxxxxx-xxx, may be specifically requested by the TCSOE after design begins or utilized as desired by the CONSULTANT similar to the modifiers in paragraphs 1.5.2 and 1.5.3 above.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

HALFF ASSOCIATES, INC.

FOR

**PROFESSIONAL ENGINEERING SERVICES
IN SUPPORT OF THE TCJ EXTENDED LIFE PROJECTS-PHASE IIa
(TCJ EXHAUST SYSTEM-GENERAL BUILDING RENEWAL
AND TCJ EXHAUST SYSTEM KITCHEN/COMMERCIAL RENEWAL)**

CONTRACT NO.: 4400000992

(TCSO PROJECT NO.: 238693 and 244270)

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION:

- 1 EMPLOYMENT OF THE CONSULTANT
- 2 BASIC SERVICES OF THE CONSULTANT
- 3 CONSTRUCTION COST
- 4 COMPENSATION AND PAYMENT SCHEDULE
- 5 PERIOD OF SERVICE
- 6 COORDINATION WITH COUNTY
- 7 WORK PRODUCT
- 8 REVISION TO WORK PRODUCT
- 9 REIMBURSABLE EXPENSES
- 10 SUSPENSION AND TERMINATION OF AGREEMENT
- 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY
- 12 OWNERSHIP OF DOCUMENTS
- 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS
- 14 MISCELLANEOUS:
 - 14.1 VENUE
 - 14.2 SEVERABILITY
 - 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT
 - 14.4 CERTIFICATE OF CONSULTANT
 - 14.5 BIDDING EXEMPTION
 - 14.6 NOTICE
 - 14.7 INSURANCE REQUIREMENTS
 - 14.8 FORFEITURE OF CONTRACT
 - 14.9 PURCHASE ORDER
 - 14.10 PAYMENTS
 - 14.11 INTEREST ON OVERDUE PAYMENTS
 - 14.12 PROPERTY TAXES
 - 14.13 TAXPAYER IDENTIFICATION
 - 14.14 SUCCESSORS AND ASSIGNS
 - 14.15 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS
 - 14.16 FUNDING OUT
 - 14.17 FUNDING
 - 14.18 NON-WAIVER OF DEFAULT
 - 14.19 MEDIATION
 - 14.20 OFFICIALS NOT TO BENEFIT
 - 14.21 CONSULTANT CERTIFICATIONS
 - 14.22 CIVIL RIGHTS/ADA COMPLIANCE
 - 14.23 GRATUITIES
 - 14.24 MONITORING
 - 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS
 - 14.26 ENTIRE AGREEMENT
 - 14.27 TEXAS PUBLIC INFORMATION ACT
 - 14.28 ENTITY STATUS

ACKNOWLEDGEMENT AND SIGNATURE PAGE

- EXHIBIT 1 COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS
- EXHIBIT 2 HOURLY RATES
- EXHIBIT 3 EQUAL OPPORTUNITY IN EMPLOYMENT
- EXHIBIT 4 INSURANCE REQUIREMENTS
- EXHIBIT 5 ETHICS AFFIDAVIT
 - ATTACHMENT 1 KEY CONTRACTING PERSONS LIST
 - ATTACHMENT 2 DISCLOSURE
- EXHIBIT 6 HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS
- EXHIBIT 7 NOTICE OF INTENT TO SUBCONTRACT WITH HUB
- EXHIBIT 8 HUB SUBCONSULTANT PAYMENT REPORT
- EXHIBIT 9 HUB SUBCONSULTANT CHANGE FORM
- EXHIBIT 10 SCOPE OF SERVICES
- EXHIBIT 11 PROJECT SCHEDULE

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 HALFF ASSOCIATES, INC. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional engineering services in support of the TCJ Extended Life Projects titled TCJ Exhaust System-General Building Renewal 238693, and TCJ Exhaust System – Kitchen-Commercial Renewal 244270, for the Travis County Jail located at 500 W. 10th 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 engineering design services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the Travis County Sheriff's Office Facilities Maintenance Engineer (the "PROJECT MANAGER"). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The PROJECT MANAGER 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 existing facilities and 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 PROJECT MANAGER so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that are critical to the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the PROJECT MANAGER observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the PROJECT MANAGER 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 design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the PROJECT MANAGER. 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 the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the PROJECT MANAGER and the Commissioners Court 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 10, 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.
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 12 and made a part hereof.
- 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 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. The CONSULTANT MAY RELY ON RS MEANS CURRENT EDITION FOR UNIT PRICES. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section VII), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
- (1) give written approval of an increase in the Project budget or fixed limit,
 - (2) authorize rebidding of the Project within a reasonable time,
 - (3) if the Project is abandoned, terminate this Agreement, or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.6 If the COUNTY chooses to proceed under clause 3.5 (4) above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.7 The CONSULTANT shall estimate the portion of the project budget for the portions of the construction designed or specified by the CONSULTANT, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (1) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 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.
- 4.2 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.
- 4.3 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 PROJECT MANAGER shall be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 12 and made a part hereof.
- 5.2 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.

- 5.3 If the performance by CONSULTANT or the COUNTY of either party'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, fire, 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, and a special meeting shall be called by the PROJECT MANAGER 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 PROJECT MANAGER.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The PROJECT MANAGER shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The PROJECT MANAGER shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The PROJECT MANAGER may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the PROJECT MANAGER. 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 PROJECT MANAGER (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the PROJECT MANAGER.
- 6.3 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.
- 6.4 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.5 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the PROJECT MANAGER.

**SECTION 7
WORK PRODUCT**

- 7.1 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 for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product shall be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission shall be checked for completion. A “Complete” submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY’s Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 COUNTY’s “Technical Review Process” shall mean County’s review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 shall be repeated until County accepts the Work Product. “Acceptance” shall mean that in the PROJECT MANAGER's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the PROJECT MANAGER. "Approval" shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as “Complete”, “Accepted”, or “Approved” under this Agreement, the decision of the PROJECT MANAGER shall be final and binding on the CONSULTANT.

**SECTION 8
REVISION TO WORK PRODUCT**

- 8.1 After Approval by County of the Work Product for each Project phase, the CONSULTANT shall, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructable, the CONSULTANT shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, shall entitle the CONSULTANT to additional compensation for such extra services and expenses and shall be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

**SECTION 9
REIMBURSABLE EXPENSES**

- 9.1 "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 in the interest of the Project for the items listed below:
- 9.1.1 Expense of reproductions, renderings and plotting of drawings, specifications and other documents for other than the in-house use of the CONSULTANT or his subconsultants, as well as postage and delivery expenses for the Work Product; and
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 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 amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT's statement of expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

**SECTION 10
SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 **SUSPENSION.** The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" shall be the date on which 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) 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:
- 10.1.1 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 Work Product, shall be prepared for possible delivery to the COUNTY upon COUNTY's request.

10.1.2 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.

10.2 **TERMINATION FOR CONVENIENCE.** The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by 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"). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 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 shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.2.3 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.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 **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.

10.4 Termination by CONSULTANT:

- 10.4.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.4.2 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 shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.4.3 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.
- 10.4.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.4.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.5 Termination by COUNTY:

- 10.5.1 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.5.2 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 shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.5.3 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.
- 10.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.5.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

- 10.6 All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

**SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.

- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product 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.
- 11.4 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 CONSULTANT 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.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and Engineering data furnished to the COUNTY, as required by law.
- 11.7 CONSULTANT is an independent contractor under this Agreement. Neither CONSULTANT nor any officer, agent, servant or employee of CONSULTANT shall be classified as an employee or servant of COUNTY.
- 11.8 **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.
- 11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT shall give written notice to County of the following information:
- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
 - (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;

- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, the CONSULTANT shall furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 **DISPUTES AND APPEALS (OCT '03)**: The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant 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 Consultant's satisfaction, Consultant may submit a written 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. Consultant then has the right to be heard by Commissioners Court.

11.10 **CONFLICT OF INTEREST QUESTIONNAIRE**

If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

**SECTION 12
OWNERSHIP OF DOCUMENTS**

12.1 The Consultant shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The Consultant shall have the right to retain copies of the Work Product for its records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, 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.

12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 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.

- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 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.

SECTION 14 MISCELLANEOUS

- 14.1 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, and 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.
- 14.2 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.
- 14.3 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.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

14.5 **BIDDING EXEMPTION.** 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.

14.6 **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:

COUNTY: Cyd V. Grimes (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):

 Mark Stefanov, P.E. (or successor)
 Travis County Sheriff's Office Maintenance Engineer
 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:

 Halff Associates, Inc.
 1201 North Bowser Road
 Richardson, Texas 75081

14.7 **INSURANCE REQUIREMENTS.** The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 4, attached hereto and made a part hereof.

14.8 **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:

- (i) The CONSULTANT was doing business at the time of execution of 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

- (ii) 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.

“Is doing business” and “has done business” mean:

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,

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;

but does not include

any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

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

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 5, attached hereto and made a part hereof.

- 14.9 **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 Sheriff’s Office 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.

- 14.10 **PAYMENTS.** Payment shall be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Sheriff’s Office Department
P.O. Box 1748
Austin, Texas 78767

As a minimum, a “Correct and Complete” invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total

prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

- 14.11 **INTEREST ON OVERDUE PAYMENTS.** Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 14.12 **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.
- 14.13 **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.
- 14.14 **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.
- 14.15 **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REQUIREMENTS.**
- 14.15.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form which was provided with the CONSULTANT's Qualifications Statement. Identification of this relationship should be accomplished through completion of a NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBs Form, attached hereto as Exhibit 7 and made a part hereof. The NOI form should be signed by both the CONSULTANT and HUB Subconsultant, with a separate form submitted for each Subconsultant, and provided to the Purchasing Agent within five (5) working days after Notification of Contract Award.
- 14.15.2 During the performance of this Agreement, the CONSULTANT is requested to provide payment information on each HUB Subconsultant using the attached HUB SUBCONTRACTOR/SUBCONSULTANT PAYMENT REPORT Form, attached hereto as Exhibit 8 and made a part hereof. This form should be submitted with each invoice from which a HUB Subconsultant will be paid. For additional information, refer to the completion instructions on the form.
- 14.15.3 No changes or substitutions shall be made for the HUB Subconsultants unless such substitution is also a HUB. Any substitution or changes must have prior approval of the Travis County Purchasing Agent or HUB Coordinator. To request a change the HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE Form, attached hereto as Exhibit 9 must be completed and submitted to the HUB Office. Should there not be a HUB firm available as a replacement, CONSULTANT may request an exemption from this requirement from the Purchasing Agent or HUB Coordinator.

- 14.16 **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.
- 14.17 **FUNDING.** Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.
- 14.18 **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.
- 14.19 **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.
- 14.20 **OFFICIALS NOT TO BENEFIT.** If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.21 **CONSULTANT CERTIFICATIONS:**
- 14.21.1 CONSULTANT certifies that 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 Engineering work described in this Agreement.

- 14.21.2 **CONSULTANT** further represents and warrants that (i) all applicable copyrights, patents and Licenses and other proprietary or intellectual property rights 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. **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.
- 14.22 **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.
- 14.23 **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 **CONSULTANT** in providing the gratuities.
- 14.24 **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.
- 14.25 **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.
- 14.26 **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.
- 14.27 **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.

14.28 AMENDMENT

- 14.28.1 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.
- 14.28.2 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.

14.29 **ENTITY STATUS.** 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.

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.

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

HALFF ASSOCIATES, INC.

By: _____

Printed Name: PHILIP APPLEBROM

Title: VICE PRESIDENT

Date: 7.17.2012

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., CPPO
Travis County Purchasing Agent

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS
(ACTUAL COST OF SERVICES METHOD)

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basis Services shall be the sum of **\$178,150.00**
- 1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:
- | | | |
|------------------------------|--|----------------------------|
| (i) | Site Observation and 50% Design Phase | \$ 77,228.00 |
| (ii) | Construction Documents (CD) Phase | \$ 61,051.00 |
| (iii) | Bid and Award Phase | \$ 5,504.00 |
| (iv) | Construction Administration (CA) Phase | <u>\$ 34,367.00</u> |
| BASIC SERVICES TOTAL: | | <u>\$178,150.00</u> |

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 PROJECT MANAGER shall be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 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 PROJECT MANAGER.
- 3.3 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 PROJECT MANAGER.
- 3.4 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.

- 3.5 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 The CONSULTANT shall be reimbursed for non-labor and subcontract expenses incurred in the performance of the Basic Services under this Agreement at invoice cost plus a ten percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: **\$1,660.00**

SECTION 5 – TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of **\$178,150.00**, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of **\$1,660.00**, shall not exceed **\$179,810.00**.

SECTION 6 – SCHEDULE OF PAYMENTS

- 6.1 Payments shall be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a Correct and Complete invoice, as defined in paragraph 14.10.

EXHIBIT 2
HOURLY RATES

A. BASIC SERVICES SCHEDULE OF RATES (HOURLY):

Principal	\$ 215.00
MEP Senior Engineer.....	\$ 190.00
MEP Project Engineer.....	\$ 140.00
MEP Engineer / EIT	\$ 108.00
Sr. Architect	\$ 187.00
Architect.....	\$ 124.00
Sr. Structural Engineer	\$ 166.00
Structural Engineer.....	\$ 138.00
Sr. CADD	\$ 99.00
CADD	\$ 85.00
Clerical	\$ 65.00

B. ADDITIONAL SERVICES SCHEDULE OF RATES (HOURLY):

Same As Above

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, upon written request, 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 United States to enter into such litigation to protect the interest of the United States.

EXHIBIT 4

INSURANCE REQUIREMENTS

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 \$500,000.00.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved 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. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with 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.

EXHIBIT 5

STATE OF TEXAS }
COUTNY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 7-17-2012
Name of Affiant: PHILIP APPLEBAUM
Title of Affiant: VICE PRESIDENT
Business Name of CONSULTANT: HALFF ASSOCIATES INC
County of CONSULTANT: DALLAS

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]
Signature of Affiant

1201 NORTH BOWSER RD.
RICHARDSON, TX 75081
Address

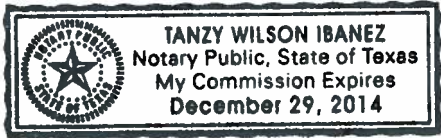
SUBSCRIBED AND SWORN TO before me by Philip Applebaum on 7/17, 2012

[Signature]

Notary Public, State of TX

Tanzy Wilson Ibanez
Typed or printed name of notary

My commission expires: December 29, 2014



ATTACHMENT 1 TO EXHIBIT 5
EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
June 1, 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.....	Leslie Browder*	
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	Vacant	
Attorney, Health Services Division	Prema Gregerson	
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	

Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter*
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IVRosalinda Garcia
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM*
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant IIIC.W. Bruner, CTP
 Purchasing Agent Assistant II.....Jayne Rybak, CTP*
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis
 Senior EngineerMark Stefanov
 Finance.....Ron Rizzato
 Major – CorrectionsDarren Long

FORMER EMPLOYEES

Name of Individual		
<u>Position Held</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
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
Director, Health Services Division	Beth Devery	03/09/13
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13

EXHIBIT 6
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified HUB Contractors/Vendors.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of SERVICES are as follows:

Overall MBE Goal: 14.1%; Sub-goals: 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American **Overall WBE Goal: 15.0%**

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: HALFF ASSOCIATES INC.

Certified as a HUB or an MBE/WBE/DBE source: ___ Yes ___ No HUB Status (Gender & Ethnicity): _____

If yes, by whom: ___ State of Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmbi; City: www.ci.austin.tx.us/purchasing; TUCP: www.tucp.org

HALFF IS SELF-PERFORMING ALL ACTIVITIES
LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (_____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (_____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ___ Texas Building and Procurement Commission ___ City of Austin ___ Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (_____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

EXHIBIT 7
NOTICE OF INTENT (NOI)
TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Please submit this form for each HUB Subcontractor utilized, with proper signatures, per the terms and conditions of your contract.

Prime Contractors/Consultants are requested to complete this form and provide it to the Purchasing Agent Representative after contract award, but prior to beginning performance of the contract.

Contractor Name: _____ HUB: Yes No

HALFF IS SELF-PERFORMING ALL ACTIVITIES

Address: _____
Street City State Zip

Phone No.: () _____ Fax No.: () _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg. & Procurement Comm. City of Austin Tx. Unified Certification Pgm.

Address: _____
Street City State Zip

Phone No.: () _____ Fax No.: () _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB Representative _____ Signature of Representative _____ Date _____

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

PRE-APPROVAL FOR SUBCONTRACTOR SUBSTITUTIONS MUST BE OBTAINED FROM THE TRAVIS COUNTY PURCHASING AGENT REPRESENTATIVE. THE "HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM" MUST BE COMPLETED AND SUBMITTED TO THE HUB OFFICE, VIA FAX 512.854.9185.

**EXHIBIT 8
TRAVIS COUNTY
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) - SUBCONTRACTOR PAYMENT REPORT**

PRIME CONTRACTOR/CONSULTANT NAME: _____ AMOUNT OF PRIME CONTRACT: _____

PROJECT TITLE/No. : _____ AMOUNT OF ALL SUBCONTRACTS: _____

TOTAL CONTRACT PERIOD: From: _____ To: _____ PAYMENTS REPORTED FOR THE MONTH OF: _____ 20__

A	B	C	D	E	F	G
NAME OF HUB SUB-CONTRACTOR*	DESCRIPTION OF WORK	ORIGINAL SUB- CONTRACT AMOUNT	INCREASE OR DECREASE (MODIFICATION)	REVISED SUB-CONTRACT AMOUNT	PAYMENT THIS PERIOD	CUMULATIVE PAYMENTS

Instructions for completing this form:

- SECTION A:** Name all HUB Subcontractors performing on this project.
- SECTION B:** State the work being performed by the HUB Subcontractors.
- SECTION C:** State the original HUB Subcontractor amount.
- SECTION D:** State any increases or decrease, as a result of contract modifications or change orders, to the original HUB Subcontract (Section C) amount.
- SECTION E:** State the amended HUB Subcontract amount, to the Initial HUB Subcontract amount, as a result of any increase and/or decrease (Section D) .
- SECTION F:** State the amount paid to each HUB Subcontractor during this reporting period.
- SECTION G:** State the total amount of payments made to-date (including amount from Section F) to the HUB Subcontractor.

I certify that the information listed on this report is true and accurate to the best of my knowledge. I fully understand that intentionally falsifying information on this document may result in TERMINATION OF MY CONTRACT.

Printed Name of Contractor Representative Signature of Contractor Representative Date Report Number

PLEASE SUBMIT THIS FORM WITH YOUR MONTHLY INVOICES, PER THE TERMS OF YOUR CONTRACT.

**EXHIBIT 9
HUB SUBCONTRACTOR/SUBCONSULTANT CHANGE FORM
(ADDITION, SUBSTITUTION, DELETION, REDUCTION, INCREASE)**

CONTRACT #: _____

CONTRACT DESCRIPTION: _____

PRIME CONTRACTOR: _____

REQUESTED BY: _____ **CONTACT #:** _____

DATE: _____ **E-mail:** _____

- *OBTAIN PRE-APPROVAL FROM THE TRAVIS COUNTY PURCHASING AGENT AND/OR THE HUB COORDINATOR OF ALL CHANGES INVOLVING CERTIFIED HUB SUBCONTRACTORS.*
- IF BIDDER HAS DIFFICULTY IN LOCATING CERTIFIED HUB SUBCONTRACTORS CONTACT THE TRAVIS COUNTY HUB COORDINATOR AT (512) 845-4561 OR HUB SPECIALIST AT (512) 854-9914, FOR ASSISTANCE.

Check reason: ___ Addition ___ Substitution ___ Deletion ___ Reduction ___ Increase

REASON FOR ACTION:

- ___ Unavailable after receipt of reasonable notice to proceed.
- ___ Failure of performance.
- ___ Financial capacity.
- ___ Refusal by the subcontractor to honor the bid of proposal price.
- ___ Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed upon.
- ___ Failure of the subcontractor to meet insurance, licensing, or bonding requirements.
- ___ The subs withdrawal of his bid or proposal.

___ Please provide me with a HUB Subcontractor listing.

___ I have already selected a potential HUB Subcontractor for this project. (List below)

SUB TO BE REPLACED: _____

REPLACEMENT: _____

REPLACEMENT'S STATUS:

Certified: HUB ___ M/WBE_ DBE ___ Non-HUB ___ Unknown

INCREASED/DECREASED AMOUNT: Original Amt. \$ _____ New Amt. \$ _____

OTHER COMMENTS:

FAX TO: 512.854.9185 ATTN: HUB OFFICE

REVIEWED BY HUB PROGRAM OFFICE: Initials: _____ Date: _____

EXHIBIT 10
SCOPE OF SERVICES

**TCJ Exhaust System - General Building Renewal 238693, and
TCJ Exhaust System - Kitchen - Commercial Renewal 244270**

1. PROJECT INFORMATION

- 1.1. Project Identification: TCJ Exhaust System - General Building Renewal 238693, and
TCJ Exhaust System - Kitchen - Commercial Renewal 244270
- 1.2. Project Location: Travis County Jail
500 W. 10th Street
Austin, TX 78701
- 1.3. Project Location Operators (subject to change):
Major Darren Long, Corrections Bureau Administrator
Captain Jerry Kovar, TCJ Administrator
Lieutenant Elizabeth Jurica, TCJ Manager
Sergeants, Corrections Officers
- 1.4. Abbreviations: permitting
 - 1.4.3 ASHRAE, American Society of Heating and Air-Conditioning Engineers.
 - 1.4.4 BAS, Building Automation System.
 - 1.4.5 TCJ, Travis County Jail.
 - 1.4.6 TCSO, Travis County Sheriff's Office.
 - 1.4.7 TCSOE, Travis County Sheriff's Office Engineer.
 - 1.4.8 TCSO PM, Travis County Sheriff's Office Project Manager.
- 1.5. Occupancy — Occupancy of the area is 24 hours per day, seven days per week without the ability to relocate the occupants except by area confinement.
- 1.6. Schedule — See Attachment 8.
- 1.7. Description – The Project includes:
 - 1.7.1. Providing all exhaust equipment, ductwork, building modifications, and other necessary items to upgrade the existing exhaust systems in order to comply with current engineering standards for a jail environment. Providing electronic monitoring and control by the TCSO BAS, Computrols, for the new equipment and as considered appropriate for continued balanced operation of the new systems.
 - 1.7.2. The upgraded exhaust is being undertaken to correct humidity problems leading to excessive biological growth by:
 - 1.7.2.1. Upgrading the north and south side cell exhaust routes to facilitate the proper building general ventilation;

- 1.7.2.2. Upgrading the north and south side cell exhaust fans to meet the ASHRAE Building Exhaust Standards;
 - 1.7.2.3. Renewing and adding fire dampers and associated devices to meet the current Fire Codes;
 - 1.7.2.4 Correcting duct penetrations and ductwork to direct the airflow so as to flow effectively for all cell exhaust and the central core exhausted areas;
 - 1.7.2.5. Replacing items, duct, equipment, in the kitchen exhaust system that cannot be refurbished to a "like new" condition;
 - 1.7.2.6. Facilitating the repair to, and the resealing of, the building envelope where the above items penetrate to the outside, which may involve roof or wall penetrations; and
 - 1.7.2.7. Adding make up air in an engineered method to address the new exhaust requirements and provide a positive building envelope.
- 1.7.3. Upgrading the four cells located in the basement medical area to the Center for Disease Control-recommended negative-pressure, operation, and control for airborne infection isolation. (This is part of the TCJ Exhaust System - General Building Renewal 238693 Project. Where considered appropriate by current engineering practices, sub tasks in paragraph 1.7.2. above may apply to the work described in this paragraph.)
 - 1.7.4. Upgrading the basement kitchen hood exhausts and make up air to the current operation standards of the applicable codes and correcting items needing repair. (Where considered appropriate by current engineering practices, sub tasks in paragraph 1.7.2. above may apply to the work described in this paragraph.)
 - 1.7.5. Working in the very confining and space-restricted areas of the jail outside of the normal housing areas in ceilings and crawl spaces.

2. SCOPE OF SERVICES

- 2.1. The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional, and usable biddable drawings and specifications package and D&Ss.

CONSULTANT'S Basic Services include:

- 2.1.1. Review existing drawings and conditions.
- 2.1.2. Develop new drawings as needed to adequately define a construction project that the County plans to bid.
- 2.1.3. New drawings shall be 11x17 and comply with the Travis County Sheriff's Office Engineer's specific requirements listed in Exhibit 11.
- 2.1.4. Select, engineer, and design a suitable exhaust/make up air system for building expected to be kept in service for another 25 years.

- 2.1.5. Investigating the kitchen exhaust for proper flows and heat rejection based on the operations, then engineering and designing the upgrades or equipment replacements with a Return on Investment of less than ten years.
 - 2.1.6. Address the desired Project items as listed in the Project description, above.
 - 2.1.7. Provide and submit with the 100% D&Ss, a construction cost estimate.
 - 2.1.8. Investigate the applicability of permits for the construction process and require Contractor to provide written results of such investigation in the D&Ss.
 - 2.1.9. Provide a point matrix, drawing information and specifications, and written control sequence for the addition of Computrols to monitor and control all items that will be considered necessary for effective operation.
 - 2.1.10. Segregate the Projects into two distinct tasks while combining common construction areas and specifications; perform all services to facilitate the possibility that one of the Project tasks may be bid as an alternate .
 - 2.1.11. Provide technical assistance during the bidding process.
 - 2.1.12. Provide all new work in an AutoCAD format, model space only, for incorporation into the TCSO's master drawings per Exhibit 11. These shall be separated from the TCSO-supplied master backgrounds, but appropriately located, using AutoCAD Xref technology. Each discipline shall also be separated into different drawing files (.dwg)
 - 2.1.13. Provide the work prior to final specifications in an MSWord compatible format for use by the Travis County for review and suggested changes. This may be modified by multiple Travis County departments using the MSWord document change tracking tool.
 - 2.1.14. Provide the work prior to final drawings in a .dwg format for the TCSOE's review and Adobe Acrobat format for the TCSO PM's review.
 - 2.1.15. Provide sealed D&Ss in an Adobe Acrobat format, or other format approved in writing by the Travis County Purchasing Office, for posting on the bidding site.
- 2.2. CONSULTANT will perform Basic Services in accordance with all governing codes and regulations, using the standard of care and skill ordinarily used by members of the engineering design profession on projects of similar size, nature and complexity, practicing under similar conditions at the same time and locality as the Project.

3. CONSTRUCTION CONTRACT ADMINISTRATION

- 3.1. The CONSULTANT will 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. The CONSULTANT will make periodic observations of the work as part of Basic Services. A final punch list will be required and one (1) follow-up inspection to review completion of the punch list items by the Contractor.

- 3.2. The CONSULTANT will render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the COUNTY. Render decisions, in writing, within a time no greater than five (5) calendar days for clarifications, interpretations, submittals, claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the work or the interpretation of the Construction Documents. The CONSULTANT will notify the County immediately, within 24 hours of receipt of the above items, if more time is required for reasonable cause.
- 3.3. The CONSULTANT will not have control or charge of, and will not be responsible for: (i) construction means, methods, techniques, sequences or procedures or safety precautions and programs in connection with the construction work; (ii) acts or omissions of the Contractor or subcontractors of any tier, or any other persons performing any of the construction work; or (iii) failure of any of the aforementioned to carry out the construction work in accordance with the Construction Documents.
- 3.4. The CONSULTANT will at all times have access to the work.
- 3.5. Interpretations and decisions of the CONSULTANT will be consistent with the intent of, and reasonably inferable, from the Construction Documents and will be in written and/or graphic form.

4. MEETINGS

- 4.1. The CONSULTANT will attend meetings with the COUNTY only as required for development of the design and Construction Documents and as necessary during the Construction Contract Administration Phase.
- 4.2. Attendance and participation at such meetings will be part of the Basic Services. Any meetings not required by this agreement will be compensated at the hourly rate for the appropriate CONSULTANT staff indicated in the Professional Services Agreement. If required, the TCSO Maintenance Engineer will authorize these meetings by advance written notice.

EXHIBIT 11**TRAVIS COUNTY SHERIFF'S OFFICE ENGINEERING DRAWING REQUIREMENTS**

The drawing requirements of the Travis County Sheriff's Office Engineer (TCSOE) shall be incorporated into the CONSULTANT'S Work Product. These include, without limitation, the following:

- 1.1 All construction document drawings shall be set up in an 11x17 layout format.
- 1.2 Text shall generally be a minimum of 1/8" or larger on an 11x17 printout, with 3/32" being the minimum allowed except for border and title text containing non-project specific information.
- 1.3 Externally referenced drawing data in model space, e.g. as built, TCSO masters, and CONSULTANT'S design data shall be used for all information that is not Consultant specific information or layout data, such as contained in borders and title information on drawing layout space.
- 1.4 Drawing and Layout Naming for work performed by the CONSULTANT shall have file names using the formats below:
 - 1.4.1 External Referenced Drawing Naming X-xxxx-###-#####, where-
 - 1.4.1.1 The first X, A-FP03-140-238693, is the AIA discipline code, such as A for Architecture;
 - 1.4.1.2 The next two characters, A-~~FP~~03-140-238693 indicate the AIA general type of drawing, such as FP for floor plan, SP for site plane, etc.;
 - 1.4.1.3 The next two characters, A-~~FP~~03-140-238693 indicate the floor with the basement of a building being 0, and A-~~FP~~03-140-238693 indicating the data for the roof as it is the 3rd level for the building in this Project;
 - 1.4.1.4 The next three digits, A-~~FP~~03-140-238693, indicate the TCSO three digit building number; and
 - 1.4.1.5 The final six digits indicate the TCSO CONSTRUCTION Project numbers A-~~FP~~03-140-238693 (the first listed may be used for common data).
 - 1.4.2 Layout Space and Drawing Naming X-###-238693, where -
 - 1.4.2.1 The X character is the AIA discipline code, such as A for Architecture, A-130-238693;
 - 1.4.2.2 The first digit, A-130-238693, is the AIA layout designator code number, such as 0-general, 1-plan views, 2-elevations, 3-sections, 4-large scale, 5-details, 6-schedules, and 9-photos;
 - 1.4.2.3 The second digit, A-1~~3~~0-238693 is to reflect the floor with the basement of a building being 0, and 3, indicating the architectural layout for the roof as it is the 3rd level for this project.
 - 1.4.2.4 The third digit, A-130-238693 is a sequence drawing number;
 - 1.4.2.5 The next six digits, A-130-238693, indicate the TCSO CONSTRUCTION Project number;
 - 1.4.2.6 Layout names inside a layout drawing file would be A-130, A-131, A-530, leaving off the project number; and
 - 1.4.2.7 A multi discipline drawing containing many layouts referring to a single project may be combined into one drawing named G-000-238693;
- 1.5 Layer Naming for work performed by the CONSULTANT shall have layer names using the format, X-xxx-xxx, where:
 - 1.5.1 All layer names in the new work data drawings shall exactly match the layer name in the drawings that depict current conditions, which may not look like the format X-xxx-xxx;
 - 1.5.2 New layers shall generally follow the AIA requirements, except when complying with the paragraph above, starting with the first character indicating the discipline code, "A-wall-int" for architectural walls interior, etc.;
 - 1.5.3 The modifiers A-~~xxx-xxx~~ may be longer than three as in the paragraph above;
- 1.6 Demolition work data shall be indicated on a specific layer and only be done in the drawings that depict current conditions by moving demo entities to a new layer that follows this naming format, D-PS120197JE, where:
 - 1.6.1 D indicates demo, D-PSxxxxxxxx-xxx;
 - 1.6.2 The characters, D-PSxxxxxxxx, indicate the Travis County Professional Service Agreement's Purchasing contract number, "PSxxxxxxxx" under which the data is proposed to be deleted;
 - 1.6.3 The modifiers, D-PSxxxxxxxx-~~xxx~~, may be specifically requested by the TCSOE after design begins or utilized as desired by the CONSULTANT similar to the modifiers in paragraphs 1.5.2 and 1.5.3 above.

EXHIBIT 12
PROJECT SCHEDULE

SCHEDULE MILESTONES

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 COUNTY. Durations are in calendar days.

Phase	Precedent	Duration
Kick-off Meeting and on-site data collection	Notice to Proceed	2 Weeks
50% Submittal	Kick-off Meeting and on-site data collection	6 Weeks
Travis County Review and Meetings	50% Submittal	2 Weeks
100% Submittal	Travis County Review and Meetings	6 Weeks
Travis County Review and Meetings	100% Submittal	2 Weeks
Final Construction Documents out to Purchasing Department	Travis County Review and Meetings	2 weeks