

Item 25



Travis County Commissioners Court Agenda Request

Meeting Date: July 16, 2013

Prepared By/Phone Number: Richard Villareal, 854-4881; Marvin Brice, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Discuss and take appropriate action to authorize Purchasing Agent to issue Request for Qualifications (RFQ) No. Q1306-014-RV for Professional Architectural and Engineering Design Services of Office Building and Parking Structure to be located at 416 West 11th Street.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets/does not meet the compliance requirements as outlined by the statutes.

On May 7, 2013, the court authorized FM staff to use the construction manager-at-risk (CMAR) method for the development and construction of the property at 416 West 11th Street.

On May 31, 2013, Facilities Management Department (FMD) requested that the Purchasing Office begin the procurement process for architectural/engineering services in support of the design of the 416 West 11th Street, Office Building and Parking Structure.

The Request for Qualifications (RFQ) is attached for the Court's review and approval. An architectural/engineering team of consultants is to design the 416 West 11th Street Office Building and Parking Structure.

FMD will act as the County Project Manager to coordinate work among the architectural/engineering disciplines and others to ensure that complete system designs are provided. The Consultant will be the Architect-of-Record for the Project.

REQUESTED ACTION:

APPROVED () **DISAPPROVED** ()

BY COMMISSIONERS COURT ON

DATE

COUNTY JUDGE

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



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: 416-01-13X-3N

File: 402

TO: Cyd Grimes, CPM, Purchasing Agent

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

DATE: July 9, 2013

SUBJECT: 416 W. 11th St. Office Building and Parking Structure
Architectural/Engineering Request for Qualifications (RFQ)
Request to Issue RFQ

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM" field of the memorandum.

The Facilities Management Department (FMD) has reviewed and approved the RFQ for the requested architectural/engineering (A/E) services for the new 416 W. 11th St. Office Building and Parking Structure. FMD requests Purchasing Office assistance with obtaining Commissioners Court approval for issuance of the RFQ for the subject project.

The FY2014 project funds, including the A/E fees, will be requested as a Reimbursement Resolution in October prior to requesting Commissioner Court approval of the A/E contract award.

We appreciate your assistance with this request. If you have any questions or need additional information, please call me at extension 44579.

COPY:

Leslie Browder, County Executive, PBO
Marvin Brice, CPPB, Assistant Purchasing Agent
Tenley Aldredge, Assistant County Attorney
Ken Gaede, AIA, Senior Project Manager

Handwritten initials "KG" in blue ink are written next to the name "Ken Gaede" in the distribution list.



TRAVIS County PURCHASING OFFICE

Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent

700 Lavaca, Suite 800/ Austin, Texas 78701/ (512) 854-9700 / Fax (512) 854-9185

July 17, 2013

You are invited to submit your Qualifications Statements in accordance with the instructions in this Request for Qualifications (RFQ) #Q1306-014-RV, Professional Architectural/Engineering Services for the design of the **416 West 11th Street, Office Building and Parking Structure, Austin, Texas 78701**. **An original Qualifications Statement and five (5) copies** must be submitted to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas no later than **2:00 p.m., Central Standard Time, on August 14, 2013**.

There is no expressed or implied obligation for Travis County to reimburse respondents for preparing Qualifications Statements in response to this request and Travis County will not reimburse such expenses.

For any information related to this RFQ, the Respondent may only contact at the number below, Richard Villareal, Purchasing Agent Assistant IV; or Marvin Brice, Assistant Purchasing Agent. Potential respondents are requested to NOT direct any inquires regarding this RFQ to members of the Travis County Commissioners Court. Failure to comply with this request may result in disqualification from the procurement process for this project.

An optional pre-proposal conference will be held for this project on July 31, 2013 at 10:00 a.m., Central Standard Time, Purchasing Office Conference Room, at 700 Lavaca, Suite 800, Austin, Texas 78701.

Qualifications Statements must be submitted to the Travis County Purchasing Agent in a sealed envelope addressed to:

**CYD V. GRIMES, C.P.M., CPPO
TRAVIS COUNTY PURCHASING AGENT
700 LAVACA, SUITE 800
AUSTIN, TEXAS 78701**

and the envelope in which the Qualifications Statements are enclosed is to be marked:

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE 416 WEST 11th STREET
OFFICE BUILDING AND PARKING STRUCTURE
RFQ #Q1306-014-RV
DO NOT OPEN IN MAILROOM**

Further information may be obtained by calling Richard Villareal, Purchasing Office at (512) 854-4881.

Sincerely,

Cyd V. Grimes, C.P.M., CPPO
Purchasing Agent

**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR THE 416 WEST 11TH STREET OFFICE BUILDING AND PARKING STRUCTURE**

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This entire section will become Appendix A, Scope of Services, to the Professional Services Agreement.

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**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR THE 416 WEST 11TH STREET OFFICE BUILDING AND PARKING STRUCTURE**

PART I - GENERAL INFORMATION

1.0 REQUEST FOR QUALIFICATIONS STATEMENT

The Travis County Purchasing Office, in conjunction with the Travis County Facilities Management Department (collectively, the “County”) seeks Qualifications Statements from professional Architectural/Engineering firms (“Respondent” or “Consultant”) to provide professional Architectural/Engineering services as described in this RFQ.

2.0 THE PROJECT

For purposes of this RFQ, the “Project” means professional Architectural/Engineering services required for the development of preliminary design and plans, specifications, and Architectural documents for the **416 West 11th Street Office Building and Parking Structure.**

3.0 SCOPE OF SERVICES

Refer to Part II of this RFQ.

4.0 REQUIREMENTS FOR STATEMENT

4.1 Statements submitted in response to this RFQ shall include the completed Professional Services Questionnaire (Attachment 1) and any other information supplemental to the questionnaire, which will aid in the evaluation. The questionnaire shall be filled out completely. No modifications may be made to the wording of the questions. Statements submitted with questionnaires that are incomplete, inaccurate, or which have been altered may be subject to rejection.

4.2 Respondents may submit Qualifications Statements as individual firms or as Joint Ventures, provided that all Joint Venture firms are engaged in the actual performance of such services, where these activities are defined as basic services in the Draft Professional Services Agreement (Attachment 6).

4.3 The Qualifications Statement shall include the name, address and telephone number of the Respondent or the person in the Respondent's organization who is authorized to negotiate contract terms and render binding decisions on contract matters.

4.4 Under the section on “Qualification of the Prime and Consulting firms” respondents shall provide a written summary on at least one project “Case Study” that they believe is most comparable to the project scope. The information provided should discuss the scope of the client’s original scope and the Respondent’s design solution; including time frame of the design effort and subsequent phases of the implementation(s), amount of space involved in both the evaluation and the proposed solution; total project costs, including professional fees, actual results and outcomes, and lessons learned. References from the clients for the subject project(s) should be included along with any statements that may have been obtained from the clients regarding actual results. The written summary shall also include clear designation of which team members performed what services on

the selected project(s). If appropriate Respondent may submit one additional project that they believe is comparable in order to fully reflect the expertise of its team. Respondent must state why an additional submittal is provided.

- 4.5 The County, at its sole discretion, expressly reserves the right to request any additional information from a Respondent that is deemed relevant to this RFQ. All responses in the Statement will be reviewed for accuracy and Respondent(s) may be required to provide additional information in support of those Statements. Statements, which cannot be verified as to accuracy, may be discounted in the evaluation process.

5.0 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

5.1 GENERAL INFORMATION

5.1.1 It is the policy of Travis County that HUBs will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program goals in the Construction category is an Overall 13.7% Minority-Owned Business Enterprise (MBE) goal and an Overall 13.8% Women-Owned Business Enterprise (WBE) goal (*Sub-goals: 1.7% African-American, 9.7% Hispanic-American, 2.3% Native/Asian-American*). The program strongly encourages prime contractors to initiate a "Good Faith Effort" to provide subcontracting opportunities to Certified HUBs.

5.1.2 To be considered as a "Certified HUB" the contractor and/or subcontractors must have officially been certified as a HUB, M/WBE, or a Disadvantaged Business Enterprise (DBE) by the State of Texas, the City of Austin, or the Texas Unified Certification Program, and hold a current certification at the time the contract or subcontract is entered into.

5.1.3 A "Subcontractor," for the purpose of this section, is defined as any contractor/vendor who provides supplies, materials and/or services to a second contractor/vendor if the supplies/materials/services are used in fulfillment of the second contractor's/vendor's contractual obligations with the County.

5.2 REQUIREMENTS DURING BIDDING PROCESS

5.2.1 GENERAL INSTRUCTIONS AND INFORMATION:

During the bidding process, there are certain requirements the contractor will be requested to fulfill as they relate to the utilization of HUBs. In fulfilling these requirements, the HUB SUBCONTRACTING DECLARATION FORM (Attachment 2) should be completed and returned with the bid.

5.2.1.1 Please type or print all required information required in the appropriate SECTION(S) of this Form. **FAILURE TO COMPLETE THE APPLICABLE SECTION(S) OF THIS FORM MAY RESULT IN YOUR BID OR PROPOSAL BEING DISQUALIFIED.**

5.2.1.2 By completing this form and listing the Certified HUB Subcontractors, you (Prime Contractor) indicate that you have contacted the listed HUBs and the authorized representatives **agree** as to price, terms and conditions, and scope of the proposed subcontract. Should this contract be awarded to your company you agree to

subcontract with the listed HUBs for the price and at the terms, conditions, and scope as disclosed.

5.3 CONTRACT REQUIREMENTS

5.3.1 GENERAL INSTRUCTIONS AND INFORMATION

The Travis County Purchasing Office implemented an electronic reporting system (Vendor Tracking System) to eliminate standard forms, and streamline the current manual process of tracking payments to all first-tier subcontractors/subconsultants by performing all such tracking procedures electronically.

The selected contractor shall be responsible for the use of the system, and require all subcontractors to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the Contractor by Travis County Purchasing Office HUB staff after contract award, but prior to commencement of contract performance.

If you have any questions regarding this system or difficulty in locating Certified HUB Subcontractors contact the Travis County HUB staff at (512) 854-9700 for assistance.

6.0 STATEMENT EVALUATION

6.1 The Travis County Purchasing Agent, or her designated representative, along with members of the Evaluation Committee, will review all responsive Qualifications Statements received from eligible Respondents with respect to the evaluation factors outlined in the Statement Evaluation Items form (Attachment 5).

6.2 Responding firms may be requested to make an oral presentation to the Evaluation Committee, interested Travis County Officials, and the Travis County Commissioners Court (the "Commissioners Court"), the Purchasing Agent or their respective staffs, in order to clarify submitted Qualifications Statements and ensure understanding of their contents.

7.0 OTHER CONDITIONS

7.1 All costs directly or indirectly related to the preparation of the response to this RFQ or any oral presentation, that may be required by the County, shall be borne solely by the Respondent.

7.2 The Respondent shall provide a Statement that it will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin and that Respondent will make efforts to ensure that employment is offered to applicants without regard to their race, religion, sex, color or national origin. The Statement should include a description of any existing affirmative action plan.

7.3 Respondent shall provide a Statement indicating compliance by all Respondent firms/partners with the Travis County Ethics Policy.

7.4 DEFINITIONS:

7.4.1 The term "Agreement" means the Professional Services Agreement awarded pursuant to

this Request for Qualifications, including any and all attachments, exhibits, appendices and other documents incorporated therein by reference.

7.4.2 The Facilities Management Department, (“FMD”) means the County department that reports to the County Executive of Planning Budget Office, or successor, and acts as staff to the Commissioners Court.

7.4.3 The Planning and Budget Office (“PBO”) means the Travis County Planning and Budget Office, under the direction of Leslie Browder, County Executive of Planning & Budget or her successor.

7.4.4 The “County Auditor” means Nicki Riley, the Travis County Auditor, or her successor.

7.4.5 The Travis County Purchasing Office (“TCPO”) means the Office of the “Travis County Purchasing Agent,” Cyd V. Grimes, who is responsible for supervising procurements made by the County, or her successor. The Purchasing Agent reports to the Purchasing Board.

7.5 FORFEITURE OF AGREEMENT.

Respondent shall forfeit all benefits of the Agreement and County shall retain all performance by Respondent and recover all consideration or the value of all consideration, paid to Respondent pursuant to the Agreement if:

(i) Respondent was doing business with any Key Contracting Person at the time of execution of the Agreement or had done business during the 365 day period immediately prior to the date on which it is executed; or

(ii) Respondent does business with a Key Contracting Person at any time after the date on which the Agreement is executed and prior to full performance of the Agreement.

(iii) “Was doing business” and “had done business” mean:

(A) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

(B) 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:

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

(D) 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 the Consultant in the ordinary course of its business; or

(E) a transaction for a financial service or insurance coverage made on behalf of the Consultant if the Consultant is a national or multinational corporation by an agent, employee or other representative of the Consultant who does not know and is not in a position that he or she should have known about the Contract.

(iv) "Key Contracting Person" means any person or business listed in listed in Exhibit A to Attachment 4 ("Ethics Affidavit"), attached hereto and made a part hereof.

7.6 Pursuant to Local Government Code Section 262.024(a)(4), the services contemplated by this Request for Qualifications are exempt from the bidding requirements of the County Purchasing Act as they are professional services.

7.7 In considering the Qualifications Statements, the County reserves the right to select the Respondent who offers contractual terms and conditions most favorable to the County.

7.8 The County expressly reserves the right to reject any or all Qualifications Statements or part(s) of any Qualifications Statement received in response to this RFQ and/or to contract with other entities for provision of the services related to this RFQ, regardless of whether said entity submitted a Qualifications Statement in response to this RFQ. Requirements stated in the RFQ may become part of the Agreement and any deviations from these requirements must be specifically defined by the Respondent in the resulting Qualifications Statement, which, if accepted, may also become part of the Agreement. The County, however, reserves the right to modify the conditions of the RFQ, to contract for segments of this RFQ, and/or to negotiate the price and any other terms with prospective Respondents as needed. The work to be provided under this RFQ shall not be assignable by the Respondent without the express written permission of the Commissioners Court.

7.9 Respondent shall comply with all applicable rules and regulations of federal, state, and local governing entities.

7.10 Respondent(s) shall provide a notarized Statement Information Affidavit (Attachment 4) that all information provided in the Qualifications Statement and in any discussions with the Commissioners Court and/or staff is true and accurate to the knowledge of Respondent(s).

7.11 **CONFLICT OF INTEREST QUESTIONNAIRE:**

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

7.12 **CERTIFICATION OF ELIGIBILITY**

This provision applies if the anticipated contract exceeds \$25,000. By submitting a statement in response to this solicitation, the Respondent certifies that at the time of submission, he/she is not

on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of Statement submission and time of award, the Respondent shall notify the Travis Purchasing Agent. Failure to do so may result in terminating the Agreement for default.

7.12 RFQ DOCUMENTS WHICH MUST BE COMPLETED AND RETURNED WITH THE QUALIFICATIONS STATEMENT ARE:

ATTACHMENT 1 PROFESSIONAL SERVICES QUESTIONNAIRE

**ATTACHMENT 2 HUB DECLARATION AND LIST OF CERTIFIED HUB
SUBCONSULTANTS AND DETERMINATION OF GOOD FAITH
EFFORT**

**ATTACHMENT 3 ETHICS AFFIDAVIT
EXHIBIT A KEY CONTRACTING PERSONS LIST**

ATTACHMENT 4 STATEMENT INFORMATION AFFIDAVIT

DRAFT

PART II
PROFESSIONAL SERVICES
416 WEST 11TH STREET OFFICE BUILDING AND PARKING STRUCTURE

SCOPE OF SERVICES

SCOPE OF ARCHITECTURE/ENGINEERING SERVICES

1.0 THE PROJECT

1.1 In November 2011, Travis County purchased the 0.5 acre property located at 416 W. 11th Street, at the northwest corner of San Antonio and 11th streets in downtown Austin, Texas. The Project is the development of this site as a seven-story, 130,000 GSF office building with a three-level, underground, 70,000 GSF 140-space parking structure for a combined total project area of 200,000 GSF. The Project is intended to serve the space needs through 2035 of the District Attorney's Office and two associated Grand Jury suites, along with appropriate building amenity spaces including ground floor retail space which could be a food service. The building structure and envelope will be designed for an extended life of 75 years. In accordance with the Travis County "Green Building Policy", this Project must seek LEED Silver certification at a minimum. The Project must be sensitive to the historic urban neighborhood. The Project should be a recognizable component of the multi-building County justice campus which is anchored by the historic Heman Marion Sweatt Travis County Courthouse across the street. The site improvements must incorporate streetscape elements which are compatible and coordinated with the City of Austin "Great Streets" planning for 11th and San Antonio Streets. The Project scope also includes a secure staff access tunnel to connect this building with the Criminal Justice Center across 11th Street. Refer to Attachment A for detailed project description.

1.2 The Architecture/Engineering project team ("Consultant") will be responsible for the architectural and engineering services described below. The project delivery method will be Construction Manager at Risk. The Construction Manager at Risk ("CMAR") will be contracted during the early design phase in order to provide advisory input during the design phase concerning Project constructability, cost and related issues. At the end of the design phase, the CMAR will negotiate the Guaranteed Maximum Price ("GMP") for the construction of the Project. During the construction phase, the CMAR will act as the general contractor, with all construction subcontractors contracted to and directly supervised by the CMAR. The Travis County Facilities Management Department ("FMD") is the Project Manager for this Project and the County point-of-contact for the Consultant and the CMAR, whose work FMD will oversee and support on behalf of the County's interests. For purposes of this assignment, certain references to "County" may refer to the Facilities Management Department as applicable. FMD tasks include but are not limited to:

- 1.2.1 Be responsible for the overall management of the Project scope, budget and schedule subject to Commissioners Court approvals and directions.
- 1.2.2 Be responsible for proper communications about the Project with Commissioners Court, other County offices, neighborhood groups, nearby property owners, other external stakeholders and the general public.

- 1.2.3 Provide coordination for the Project with the County “user/occupant” groups who will occupy the building.
- 1.2.4 Provide coordination for the Project with the Travis County Information Technology Services Department (“ITS”), as well as any 3rd party advisors such as an independent commissioning agent.
- 1.2.5 Represent the County as needed in support of the Consultant and the CMAR for procurement of utility service accounts and for regulatory submittals, reviews and approvals for the Project.
- 1.2.6 Coordinate the procurement and delivery of furniture, fixtures and equipment per the design for these items by Consultant, while Consultant will manage the installation.
- 1.2.7 Provide move planning and coordination services

1.3 Information to be provided by the County for this Project to the selected Consultant:

1.3.1 To the selected Consultant:

- 1.3.1.1 Roles and Responsibilities chart
- 1.3.1.2 Site survey and geotechnical report,
- 1.3.1.3 Central Campus Facilities Master Plan excerpts including program information and space standards.
- 1.3.1.4 County Building Standards and County Standards for MDF & IDF Rooms (ie communications network standards).

1.3.2 The Consultant will review the information provided at the time of receipt and confirm the applicability to this Project with the County during the Pre-Design Phase.

2.0 ARCHITECTURE/ENGINEERING SCOPE OF SERVICES

- 2.1 The Consultant’s “Basic Services” shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the documented and approved “Owners Project Requirements” (“OPR”), in accordance with governing codes and regulations using the best industry practices. The Consultant will coordinate work among the architecture/engineering disciplines to ensure that complete system designs are provided.
- 2.2 Architectural and engineering design, required construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings, will constitute the Consultant’s Basic Services. Basic services also include design and installation coordination for furniture, fixtures and equipment (“FF&E”). Deliverables may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project. The phases of service which the Consultant will provide include: Pre-Design (which includes Programming & Planning), Schematic Design, Design Development, Construction Documents, Procurement, and Construction Contract Administration (which spans Construction, Transition, Warranty, and LEED Certification phases.)

2.3 The Architectural/Engineering (A/E) disciplines and specialty sub-consulting services to be provided by the Consultant will include the following and, at Consultant's discretion, may include others.

- 2.3.1 Architecture and Interior Design
- 2.3.2 Structural and Civil Engineering
- 2.3.3 Mechanical, Electrical and Plumbing Engineering
- 2.3.4 Data/Communications Systems Consultant
- 2.3.5 Security Consultant
- 2.3.6 Landscape Architecture, Irrigation and Arborist Consultant
- 2.3.7 LEED Consultant

2.4 Consultant will be responsible for the following within Basic Services:

- 2.4.1 Pre-design programming and planning, code and regulatory analysis.
- 2.4.2 Project architectural and engineering design for sustainability, in accordance with Travis County Green Building Policy, to incorporate sustainable and energy efficient design elements to achieve LEED Silver certification at a minimum, using the version of LEED which is current at the time of Project LEED registration. The Project will seek formal LEED certification and the Consultant will be responsible to formally track LEED credits and submit all required documentation for the LEED process until the certification is completed.
- 2.4.3 Provide project information for CMAR use to prepare estimates of probable cost and constructability analysis. Review and respond to the CMAR estimates and constructability analysis as coordinated with the County.
- 2.4.4 Cooperate with the CMAR in developing, comparing, and seeking County approval for value engineering options as advisable or as needed for project budget and scope management.
- 2.4.5 Provide project information to the Independent Commissioning Agent retained by the County, and review and respond to analysis prepared by the Independent Commissioning Agent.
- 2.4.6 Coordinate regulatory plan review and construction permitting.
- 2.4.7 Programming and design of data and communications systems elements in accordance with Project needs and County ITS standards, including locations of all data-communications outlets (SIO), network cabling, and communication rooms (MDF and IDF) special power, grounding and environmental requirements. Incorporate County ITS standards in the Consultant's construction documents.
- 2.4.8 Programming and design of security systems in coordination with the County security goals for the Project.
- 2.4.9 Programming and design of utilities and building systems to allow for potential food service tenant in the ground floor retail space.
- 2.4.10 Programming and design of appropriate preservation or adaptive reuse of existing historic site element iron hitching rings set into stone blocks of retaining wall.
- 2.4.11 Furniture, Fixtures and Equipment (FF&E) design and installation coordination. Work with County departments associated with the occupancy of the spaces within the project in the evaluation of existing FF&E in order to recommend reuse or replacement.

3.0 PRE-DESIGN PHASE SERVICES – PROGRAMMING & PLANNING

- 3.1 Following receipt of the Notice-to-Proceed, the Consultant will attend a Project Kick-off Conference. This meeting will be an orientation session that will introduce the Consultant to County departments and offices that will be involved with the Project establish communication protocols and review the overall goals, scope and schedule for the Project.
- 3.2 The Consultant will develop an understanding of the County's master plan space program for the District Attorney and Grand Juries, as well as County Space Standards and County Building Standards.
- 3.3 The Consultant will develop an understanding of the existing site information and conditions including utilities, streets and neighboring properties which may impact the project design and/or construction considerations. The Consultant will identify issues of site and utility design concern and evaluate conceptual alternatives as appropriate.
- 3.4 The Consultant will meet as needed with internal user and stakeholder groups and external stakeholder groups to establish and document the Owner's Project Requirements (OPR), including design criteria and other factors as a deliverable for review and approval by FMD and the District Attorney's Office and presentation to the Commissioners Court. All meetings will be coordinated through the County.
- 3.5 Based on the OPR, the Consultant will document the preliminary LEED design options and strategies to be explored and developed during the Design Phase.

4.0 DESIGN PHASE SERVICES - SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS

- 4.1 Consultant shall provide design phase services encompassing Schematic Design, Design Development and Construction Documents, which completely describe the work and coordinate the Project design among all the architecture and engineering disciplines involved. The Consultant will provide documents for County's review and action at the end of each design phase, prior to proceeding with the next design phase. The Consultant will provide the type and level of detail in the design phase documents for each review set, including supplemental presentation exhibits, as appropriate to the design phase in accordance with best industry practice and as acceptable to the County, including 3-D interior and exterior images as needed to explain the design intent.
- 4.2 The Consultant will present the schematic design to FMD, the District Attorney's Office, and other stakeholder groups as identified by the County, for review and approval and will follow-up this meeting with a schematic design presentation to the Commissioners Court for approval. During the schematic design presentations, key elements of the design will be explained and the Consultant will answer questions and aid the users in understanding all critical aspects of the design. All meetings will be coordinated through the County.
- 4.3 The Consultant will prepare drawings with software with Autodesk Revit software. The drawing set cover sheet will incorporate the County's required cover sheet information in the

format specified by FMD.

- 4.4 The Consultant will provide complete specifications, following 48 Division CSI format, in Microsoft Word.
- 4.5 The Consultant will provide a secure FTP site for sharing project information with the County and the CMAR.
- 4.6 The Consultant will provide project information to the CMAR for estimates of probable construction cost, and review the CMAR's estimates at each design phase to ensure that the design documents describe a Project that can be built within the approved budget. The approved budget will be established by County. The Consultant will be responsible for a final design that can be built within this approved budget. The estimates of probable cost by the CMAR will be in a detailed break-down format, following 48 division CSI format, as necessary for evaluation, along with methodology documentation. The County will monitor the cost and design progress, but such monitoring will in no way relieve the Consultant from the responsibility for producing a design within the approved budget.
- 4.7 The Consultant will provide a cost estimate for the Project FF&E items.
- 4.8 The Consultant will provide design phase services to achieve the LEED design goals and comply with the LEED certification process. The Consultant will register the project with USGBC, and develop the information needed for this registration. Using a LEED scoring matrix or other tracking tool, the Consultant will monitor how the evolving Project design solutions comply with various LEED credits. The Consultant will provide life-cycle cost or other value analysis to the County to use in evaluating solutions for their operational and environmental benefits in relation to initial construction cost. At the appropriate point in the Project, the Consultant will prepare and submit to USGBC the preliminary submission for LEED certification. Upon receipt of the USGBC "Preliminary LEED Review", the Consultant will notify the County of the status of the Project relative to LEED certification goals and consider together with the County if any alternative design options need to be explored.
- 4.9 The Consultant will submit all regulatory and utility agency submittals including site development permit application, Comcheck forms and energy conformance calculations, building permit application, and utility service applications for use by the County and for regulatory agency review and approval. The Consultant will obtain regulatory review and approval, including payment of application and review fees, attend meetings with the regulatory agencies, and respond to review comments as necessary to obtain the building permit. The CMAR will be responsible for payment and pick-up of permits after the Consultant has obtained approval for the permits.
- 4.10 "Construction Documents" shall mean plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by the Consultant for the Project. These shall become the property of the County. The Consultant shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services

Agreement. The Consultant shall have the right to retain copies for its records.

4.11 The Consultant shall furnish to the County the following deliverables for County review, comment, acceptance and approval as appropriate:

- 4.11.1 One full-sized set and one-half size set of prints plus PDF files enabled for review mark-up for each design review submittal at the end of the Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents.
- 4.11.2 Project information for the CMAR to use for estimates of probable cost in both printed and electronic file format, at the completion of Schematic Design, Design Development, 50% Construction Documents and 100% Construction Documents.
- 4.11.3 One unbound set of 100% complete full size construction drawings, photo-statically plotted on bond paper with one unbound set of the final specifications. One copy of the drawing REVIT files and specification WORD files on compact disc, flash drive, or downloadable from Consultant's FTP site.
- 4.11.4 Calculations as described herein.
- 4.11.5 Regulatory documents as described herein.

4.12 Affix original signed and dated State of Texas Registered Architect's and Professional Engineer's seals, as appropriate, to the following documents or as required by law.

- 4.12.1 Drawing set Cover Sheet.
- 4.12.2 Each sheet of Drawings
- 4.12.3 Project Manual Table of Contents page
- 4.12.4 Additional construction documents generated during the Construction Phase

5.0 CMAR PROCUREMENT PHASE SERVICES

- 5.1 Participate in procurement of CMAR during the Design Phase. Such participation may include assistance with preparation of and review of responses to the Request for Qualifications (RFQ), Request for Proposal (RFP) and participation in interviews of short-listed respondents.
- 5.2 Attend a pre-proposal conference and assist County in preparation of addenda, interpretation of the proposal documents related to the Consultant's work and in answering CMAR and subcontractors' questions.

6.0 CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES

- 6.1 The Consultant shall be responsible for Construction Contract Administration services during the Construction, Transition, Warranty & LEED Certification Phases to the extent the Consultant determines is necessary to verify that the Work is being constructed according to the intent of the Construction Documents and as needed to complete the other professional services stipulated in the Professional Services Agreement and Scope of Services.
- 6.2 The Consultant shall at all times have access to the Work whenever it is in preparation or progress.

- 6.3 The Consultant will assist the County in determining the percentage of work completion in relation to the CMAR's applications for payment.
- 6.4 The Consultant shall attend a pre-construction conference and weekly construction progress meetings.
- 6.5 The Consultant shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the County. Submit results of submittal reviews within seven (7) calendar days for architectural responses and fourteen (14) calendar days for sub Consultant submittal responses and RFI's The Consultant shall notify the County immediately if more time is required, and the County may grant additional time for reasonable cause. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
- 6.6 The Consultant will take particular care while reviewing submittals to check that the submittals comply with the Project LEED requirements, including the documentation of material source and chain of custody. The Consultant will monitor the LEED points status throughout the Construction Phase, and advise the County as needed.
- 6.7 The Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures; safety precautions and programs in connection with the Construction Work; acts or omissions of the CMAR, subcontractors of any tier or any other persons performing any of the Construction Work; or failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Documents.
- 6.8 In coordination with the County, the Consultant will produce a punchlist of construction deficiencies at the time of Substantial Completion and prepare the Certificate of Substantial Completion.
- 6.9 The Consultant will provide information and observations as needed to the Independent Commissioning Agent and the County during the final testing and adjustment of all building systems and training of County staff in systems operations.
- 6.10 The Consultant will coordinate and cooperate with the TAS inspector during the TAS inspection following Project completion and will provide necessary follow-up actions and documentation as required until final Project acceptance by TDLR is obtained.
- 6.11 The Consultant will verify, in coordination with the County, the completion of all punchlist items and any other construction closeout requirements, and notify the County that the construction has reached Final Completion. The Consultant will collect from the CMAR as a part of project closeout documentation all documentation needed from the CMAR and its sub-contractors as required for the final submission to USGBC, unless specifically noted otherwise in the Construction Documents.

- 6.12 The Consultant will complete the final submission to USGBC of all LEED certification documentation. Upon receipt of the Final LEED Review from the USGBC, if Silver Certification is not awarded, the Consultant will review all options for appeal, including the associated USGBC appeal fees, and advise the County. Upon direction from the County, the Consultant will prepare and submit the appeal documentation, with responsibility for appeal fees as negotiated with the County at that time. The Consultant will notify the County of the final outcome of the LEED appeal process.
- 6.13 The Consultant shall produce record drawings from documentation received from the CMAR and any other contractor(s) upon completion of the Project or phases of the Project as applicable. The record drawings shall be in the same format as the construction drawings. Provide two full-size and one half-sized bound sets of Record Drawings, plotted on bond paper, and one copy of the Record Drawings on CD or flash drive.
- 6.14 The Consultant will respond to questions sent by the County during the Warranty period commencing at Substantial Completion and extending one year for all construction. At the 11th month after Substantial Completion, the Consultant will re-inspect the Project and submit a written report to the County and the CMAR of any current warranty issues, construction defects or other related concerns.

7.0 QUALITY CONTROL

- 7.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the CMAR will be required to perform. The drawings & specifications must be precise in order to ensure that all necessary tests and quality control actions will be performed to demonstrate that required quality levels have been met.
- 7.2 Field Tests: Testing requirements shall be set forth by the Consultant in the Construction Documents, identifying the specific inspection, sampling and testing requirements to be performed by the CMAR and/or by the Independent Commissioning Agent retained by the County. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, p.s.i., etc.; the testing method; the required tolerances, and the actions to be taken in the event of failure.

8.0 MEETINGS

- 8.1 The Consultant shall attend meetings as to perform the services as described above for each phase of the Project and as described in the Professional Services Agreement (PSA) of which this Scope-of-Services document is a part. Attendance and participation at such meetings will be part of Basic Services. The Consultant will document all project meetings, except those conducted and documented by the CMAR during the Construction Phase, in the form of written meeting notes distributed to attendees and others as directed by the County.

9.0 SCHEDULE MILESTONES

9.1 The Consultant's delivery of the Work Product shall conform to the following phases which will commence upon receipt of a written Notice-to-Proceed from the County. The exact durations will be determined during fee negotiations with the successful respondent and any adjustments to the phases, if needed, will also occur at that time. While the durations of the individual phases may be adjusted, the 100% construction documents will be completed according to the attached schedule.

END OF SCOPE OF SERVICES

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SCOPE OF SERVICES - ATTACHMENT A PROJECT DESCRIPTION

1.0 PROGRAM SUMMARY

1.1 Office building – 130,000 GSF, seven-stories

- 1.1.1 Large shared conference room (Building Amenity) – 900 NSF
- 1.1.2 Ground floor retail suite – area to be determined during schematic design.
- 1.1.3 District Attorney Suite(s) – 81,500 NOSF total office suites with staff and support spaces, organized according to operational units, including private offices, open offices, conference and other types of meeting and team work rooms, media room, copy/print rooms, law library, file rooms, storage rooms for evidence, supplies, and equipment, server room, reception and waiting areas and staff break rooms.
- 1.1.4 Grand Jury Suites – 3,500 NOSF total, organized into two suites which will accommodate four Grand Juries including Grand Jury rooms, conference rooms, reception, coffee bar and restroom; with separation from District Attorney suites.
- 1.1.5 Primary circulation, vertical circulation and services spaces

1.2 Parking structure – underground, 120 spaces, 70,000 GSF.

2.0 PROJECT GOALS

- 2.1 Sustainability & Energy Efficiency: Comply with the Travis County Green Building Policy. The Project is seeking LEED Silver certification for New Construction at a minimum. Utilize "best practice" to achieve the highest practical level of energy efficiency. Design to provide natural lighting to the greatest number of occupants. Utilize regionally sourced and rapidly renewable material resources as much as possible.
- 2.2 Health, Safety & Security: Comply with local, state and national codes for site and building design, fire and life safety, accessibility and health. Select materials and designs that promote healthy environments and minimize exposure to mold and hazardous elements, excessive noise, uncomfortable temperatures and high humidity levels. In addition to compliance with ADA and Texas Accessibility Standards, address the ergonomic and accessibility needs of children and the elderly. Incorporate security features and systems in coordination with the adopted County security plan for the Project.
- 2.3 Quality, Compatibility & Functionality: Balance goals to achieve high quality of appearance, performance, reliability, durability, maintainability, and sustainability, with careful consideration of initial cost versus life-cycle cost. Select durable and functionally suitable materials and equipment.
- 2.4 Maintainability: Material and equipment selections should consider County maintenance and repair methods and policies. Design for ease of maintenance, availability of repair parts and labor, cost effectiveness, dependability and vendor and manufacturer warranty service and support.

2.5 Specific design goals: The Project will be designed to meet the County's Project Requirements: the "Owners Project Requirements" or "OPR" which will be developed by the Consultant during the Pre-Design Phase.

2.5.1 Project design must meet the DMU-CURE zoning requirements as described in City of Austin Zoning Case C14-2012-0103. To accommodate the sloping site conditions and meet the 6.5 FAR requirement, it is expected that half of lowest office floor will be designed below grade. The Project design must also accommodate the zoning height limit of 100 ft., and also comply with the more restrictive height limitations of the Capital View Corridor as it impacts various portions of the site.

2.5.2 Security requirements for both the office building and parking structure are important and will require careful analysis beginning in Pre-Design and throughout the Design Phases.

3.0 Utilize high quality materials that are aesthetically compatible with the existing building and reflect the regional character of Travis County. Materials and furnishings should be durable, cleanable and resist aging.

4.0 Incorporate state-of-art media technology as needed for large conference rooms.

5.0 Lighting designs will include general and decorative lighting, interior and exterior, responsive to safety issues, applicable regulations, and the urban context.

6.0 Projected Schedule: This proposed project schedule is subject to negotiation with the selected Consultant. These time frames are consecutive and include County reviews, approvals and associated activities.

10 Months - Pre-Design Phase and Design Phases (which includes overlapping CMAR Procurement Phase)

19 Months - Construction Phase (NTP to Substantial Completion)

2 Months - Transition Phase (from Substantial to Final Completion)

10 Months - Warranty Phase (to one year anniversary of Substantial Completion)

As needed - LEED Certification Phase (to completion of certification)

END OF ATTACHMENT A

ATTACHMENT 1**PROFESSIONAL SERVICES QUESTIONNAIRE****QUESTIONNAIRE INFORMATION**

This questionnaire is to be completed in its entirety. No modifications to the wording will be permitted. Qualifications Statements submitted with Professional Services Questionnaires that are incomplete, incorrect, or have been altered are subject to rejection.

Section I of the questionnaire seeks information about the Respondent or members of a Joint Venture.

Section II of the questionnaire seeks information regarding any Sub-Consultants that the Respondent or Joint Venture may be utilizing on the Project.

QUESTIONNAIRE DEFINITIONS

RESPONDENT: A single Consultant or a Joint Venture of 2 or more firms responding to the RFQ as equals.

JOINT VENTURE: A legal entity formed between 2 or more firms to undertake an economic activity together and sharing the risk in formation. The firms agree to create, for a finite time, a new entity and new assets by contributing to this Project.

NOTE: A Joint Venture is not created when a Respondent simply engages a Sub-Consultant in connection with the Project.

SUB-Consultant: Firms that work on the Project through a contract with Respondent.

SECTION I: TO BE COMPLETED BY RESPONDENT

PROJECT NAME	
NAME OF RESPONDENT	

ADDRESS OF RESPONDENT'S HEADQUARTERS	

DATE OF ORGANIZATION	
(Month/Year)	

NOTE: Provide Names and Dates of Predecessor Organization(s):	
NAMES	DATES

TYPE OF ORGANIZATION	
(e.g., sole proprietorship, partnership, association, Limited Liability Company, corporation)	

BUSINESS TELEPHONE NUMBER(S)		
OFFICE	FAX	

LIST OF PRINCIPALS (NAMES)	TITLES	DEGREES

2) **RESPONDENT’S TEAM EXPERIENCE**

LIST BELOW (OR ON AN ATTACHMENT) ALL RELEVANT WORK PERFORMED BY THE MEMBERS OF THE RESPONDENT’S TEAM DURING THE PAST FIVE (5) YEARS WHICH WOULD RELATE TO AND CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION. (DO NOT INCLUDE SUB-CONSULTANTS HERE.)

Name and location of related projects within the last 5 years	Services Provided	Project Mgr. Name	Construction Project Cost	Client Contact Name and Phone No.

3) **RESPONDENT’S LOCAL OFFICE FIRM EXPERIENCE**

FOR RESPONDENT’S LOCAL OFFICE OR ITS STAFF IN THE PAST THREE YEARS, INDICATE THE NUMBER OF RESPONDENT’S RELEVANT PROJECTS, PROJECT TYPE(S), AND A BRIEF SCOPE/DESCRIPTION AS TO WHY IT’S RELEVANT TO AND CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION.

NO. OF PROJECTS	PROJECT TYPE	BRIEF SCOPE AS TO RELEVANCY

4) **TECHNICAL PLAN AND SCHEDULE**

ATTACH RESPONDENT’S PROPOSED TECHNICAL PLAN TO ACCOMPLISH THE EFFICIENT IMPLEMENTATION OF THE WORK FOR THE PROJECT UNDER CONSIDERATION AND THE PROPOSED SCHEDULE FOR COMPLETION OF THE WORK. (Note the scheduling requirements as stated in Paragraph 4.3 OF THIS RFQ).

5) **LOCAL OFFICE**

___ YES, ALL OF THE WORK WILL BE PERFORMED BY PERSONS CURRENTLY EMPLOYED AT AND ASSIGNED TO THE LOCAL OFFICE(S), INCLUDING SUB-CONSULTANT WORK AS SPECIFIED IN THE PROJECT MANAGEMENT CHART IN NUMBER 10 BELOW.

___ NO. PLEASE DESCRIBE BELOW THE WORK AFFECTED AND THE EXPERIENCE OF AND CIRCUMSTANCES REGARDING SUCH OTHER NON-LOCAL PERSONS/OFFICES AS ARE PROPOSED TO BE UTILIZED.

6) **PRESENT WORKLOAD**

LIST RESPONDENT'S PRESENT WORKLOAD (IF JOINT VENTURE FIRM, INDICATE FOR EACH FIRM).

NAME OF PROJECT	EST. PERCENTAGE REMAINING FOR CONT. WORK	STAGE OF ACTIVITY (PHASES)	LIMITATIONS REGARDING AVAILABILITY

7) **PREVIOUS WORKLOAD WITH TRAVIS County**

LIST ALL TRAVIS COUNTY PROFESSIONAL SERVICE AGREEMENTS AWARDED TO RESPONDENT'S FIRM IN THE LAST FIVE YEARS. JOINT VENTURES SHOULD LIST ALL PROFESSIONAL SERVICE AGREEMENTS FOR EACH FIRM.

NAME OF PROJECT	YEAR AWARDED	STAGE & PERCENT COMPLETE

8) EEO PROGRAM

PLEASE COMPLETE THE FOLLOWING WORK FORCE REPORT FOR RESPONDENT'S LOCAL OFFICE CURRENT FULL-TIME EMPLOYEES:

NOTE: USE MOST RECENT PERSONNEL INFORMATION.

Full-Time Employees	Total No. of Employees *M *F	White		Amer. Indian		Black		Hispanic		Other	
		*M	*F	*M	*F	*M	*F	*M	*F	*M	*F
Professional											
Technical											
TOTALS											

* - Male or Female

9) FINANCIAL LIMITATIONS & CONSIDERATIONS

A. IF SELECTED FOR A PROJECT, DOES RESPONDENT'S FIRM HAVE SUFFICIENT FINANCIAL RESOURCES TO ADEQUATELY STAFF THE PROJECT TO COMPLETE IT WITHIN THE TIME SPECIFIED OR REQUIRED BY THE COUNTY? LIST BANKING OR OTHER FINANCIAL INSTITUTIONS:

YES ___ NO ___

INSTITUTION	RELATIONSHIP

B. HAS RESPONDENT RECENTLY PERFORMED WORK IN CONNECTION WITH OR FOR A PUBLIC AGENCY GRANT PROJECT OR AN AGENCY OF THE FEDERAL OR STATE GOVERNMENT FOR WHICH AN AUDIT HAS BEEN CONDUCTED?

YES ___ NO ___

INDICATE BELOW THE AUDIT DATE AND THE AGENCY AND/OR PROJECT FOR WHICH THE AUDIT WAS CONDUCTED:

DATE	AGENCY	PROJECT

10) PROJECT MANAGEMENT CHART

ATTACH RESPONDENT'S PROJECT MANAGEMENT CHART SHOWING THE PROJECT TEAM MEMBERS, THEIR AREAS OF RESPONSIBILITY, AND THE PROJECT TEAM ORGANIZATIONAL STRUCTURE. SHOW SUBCONSULTANTS ON CHART WHERE APPLICABLE, BUT DO NOT INCLUDE THEIR EXPERIENCE IN THIS SECTION.

NOTE: BE SURE TO HAVE EACH SUB-CONSULTANT LISTED ON PROJECT MANAGEMENT CHART COMPLETE SECTION II.

11) LEGAL CONSIDERATIONS

A. DOES RESPONDENT HAVE AND GENERALLY CARRY PROFESSIONAL LIABILITY INSURANCE?

YES _____ NO _____

IF LIMITED, PROVIDE LIMITS: _____

B. WITHIN THE PAST 3 YEARS HAS RESPONDENT'S FIRM OR ANY FIRM WITHIN THIS JOINT VENTURE, BEEN INVOLVED IN A LAWSUIT INVOLVING THE PAYMENT OF FEES FOR COMPLETED WORK OR FOR DISAGREEMENT WITH OWNER/CONTRACTOR? GIVE DETAILS AS REQUIRED TO EXPLAIN PROBLEMS AND FIRM'S POSITION.

12) OBJECTIONS TO PROFESSIONAL SERVICES AGREEMENT (PSA) LANGUAGE

WITH ITS SUBMITTAL, RESPONDENT MUST INDICATE ANY OBJECTIONS TO THE LANGUAGE AS STATED IN THE DRAFT PSA.

SIGN AND COMPLETE THE FOLLOWING:

SIGNATURE: _____

TITLE: _____ DATE: _____

SUB-CONSULTANTS PROFESSIONAL SERVICES QUESTIONNAIRE

SECTION II : SUB-CONSULTANT

NOTE: This questionnaire is to be completed in its entirety. No modifications to the wording will be permitted. Qualifications Statements submitted with Professional Services Questionnaires that are incomplete, incorrect, or have been altered are subject to rejection.

PROJECT	
NAME OF FIRM	

ADDRESS OF SUB-CONSULTANT'S HEADQUARTERS	

DATE OF ORGANIZATION	
-----------------------------	--

BUSINESS TELEPHONE NUMBER(S)	
OFFICE	
	FAX

SUB-CONSULTANT EXPERIENCE

A. SUB-CONSULTANT FIRM EXPERIENCE

LIST BELOW (OR ON AN ATTACHMENT) ALL RELEVANT WORK PERFORMED BY THE MEMBERS OF THE SUB-CONSULTANT'S TEAM DURING THE PAST THREE YEARS WHICH WOULD RELATE TO AND CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION

Name and location of related projects within the last 3 years	Services Provided	Project Mgr. Name	Construction Project Cost	Client Contact Name and Phone No.

B. SUB-CONSULTANTS TEAM EXPERIENCE

LIST NAMES OF SUB-CONSULTANT’S CERTIFIED PROFESSIONALS AND OTHER LICENSED PERSONNEL EMPLOYED FULL TIME IN A PROFESSIONAL POSITION WHO WILL BE WORKING ON THIS PROJECT. INDICATE NUMBER OF YEARS OF EXPERIENCE MANAGING PROJECTS OF SIMILAR SIZE AND TYPE TO THE PROJECT UNDER CONSIDERATION. ATTACH RESUME(S) DESCRIBING SPECIFIC PROJECT-RELATED EXPERIENCE.

NAME	COLLEGE DEGREE	PROFESSIONAL REGISTRATION/LICENSE	PROJECT MANAGEMENT EXP.	TOTAL YEARS. EXP
PROJECT MANAGER:				

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ATTACHMENT 2

Travis County Government
Assigned Contract #: _____
(For County Office Use Only)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

The HUB Program policies and Minority and Woman-Owned Business *subcontracting goals* shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input checked="" type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Project Name:	Total Bid Amount:	Solicitation #:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Definitions:			
HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise			

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) 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 (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

**Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.*

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs:			
Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:
Check the box that applies to the Bidder:			
<input type="checkbox"/> We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)			
<input type="checkbox"/> We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)			
<input type="checkbox"/> We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)			

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS				(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.				
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>				
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:			
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS				(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project.				
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:			State of Texas VID#:	
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST	
If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.	
<input type="checkbox"/> All subs to be utilized are "Non-HUBs."	<input type="checkbox"/> HUBs solicited did not respond.
<input type="checkbox"/> HUBs solicited were not competitive.	<input type="checkbox"/> HUBs were unavailable for the following trade(s):

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST	
The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.	
<input type="checkbox"/> Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.	
<input type="checkbox"/> Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation? The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)	
<input type="checkbox"/> If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.	
<input type="checkbox"/> Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.	
<input type="checkbox"/> Bidder has (0) zero HUB participation. Provide an explanation	

SECTION 7 RESOURCES			
TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES		
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator. The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us. Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder. 	
Name and Title:	Date:
E-mail Address:	Signature:
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title:	E-mail Address:
Phone No.:	Fax No.:
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	



ATTACHMENT 3

ETHICS AFFIDAVIT

STATE OF TEXAS }
County OF TRAVIS }

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Respondent: _____
County of Respondent: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Respondent to make this affidavit for Respondent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Respondent has received the list of key contracting persons associated with this Request for Qualifications which is attached to this affidavit as Exhibit A.
5. Affiant has personally read Exhibit A to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit A with whom Respondent is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____ 20____.

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
June 19, 2013

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 Velásquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services.....	Sherril E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice and Public Safety	Roger Jefferies	
Interim Chief Information Officer	Tanya Acevedo	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
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	Christopher Gilmore	
Attorney, Land Use Division	Julie Joe	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Elizabeth Winn*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Health Services Division	Prema Gregerson	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	C.W. Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Patrick Strittmatter*	
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV	Scott Wilson, CPPB	
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV	Loren Breland, CPPB	
Purchasing Agent Assistant IV	John E. Pena, CTPM	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Angel Gomez*	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	David Walch	
Purchasing Agent Assistant III	Nancy Barchus, CPPB	
Purchasing Agent Assistant III	Jesse Herrera, CTF, CTPM, CTCM	
Purchasing Agent Assistant III	Sydney Ceder*	
Purchasing Agent Assistant III	Ruena Victorino*	
Purchasing Agent Assistant III	Rachel Cardna*	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	L. Wade Laursen*	
Purchasing Agent Assistant II	Sam Francis*	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
Purchasing Business Analyst	Jennifer Francis	
Facilities Management	Jim Bar, AIA, LEED AP	
Facilities Management	Ken Gaede, AIA	
Facilities Management	Richard Avery, AIA, LEED AP	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14

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

ATTACHMENT 4

STATEMENT INFORMATION AFFIDAVIT

STATE OF TEXAS

County OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared _____, the undersigned, personally known to me, who after having been by me first duly sworn, upon oath, according to law, deposed and said: That, my name is _____ and I am a resident of _____ County Texas. I am over 18 years of age, of sound mind and capable of making this affidavit.

The representations herein contained are made by the Affiant with the express understanding and intent that they will be relied upon by Travis County, Texas in considering the Qualifications Statements for design of the Project. I am the _____ of _____, the firm which has submitted the attached Statement and as such I am a representative of the firm authorized to bind the firm and to make this affidavit. All of the information contained in the Statement is true and accurate. I understand that if the statements made are not true and accurate to the knowledge of any member or employee of said firm that the County shall retain all performance by the firm pursuant to any subsequently awarded contract and will recover all consideration or the value of all consideration paid under such a contract.

Signature of Firm's Representative

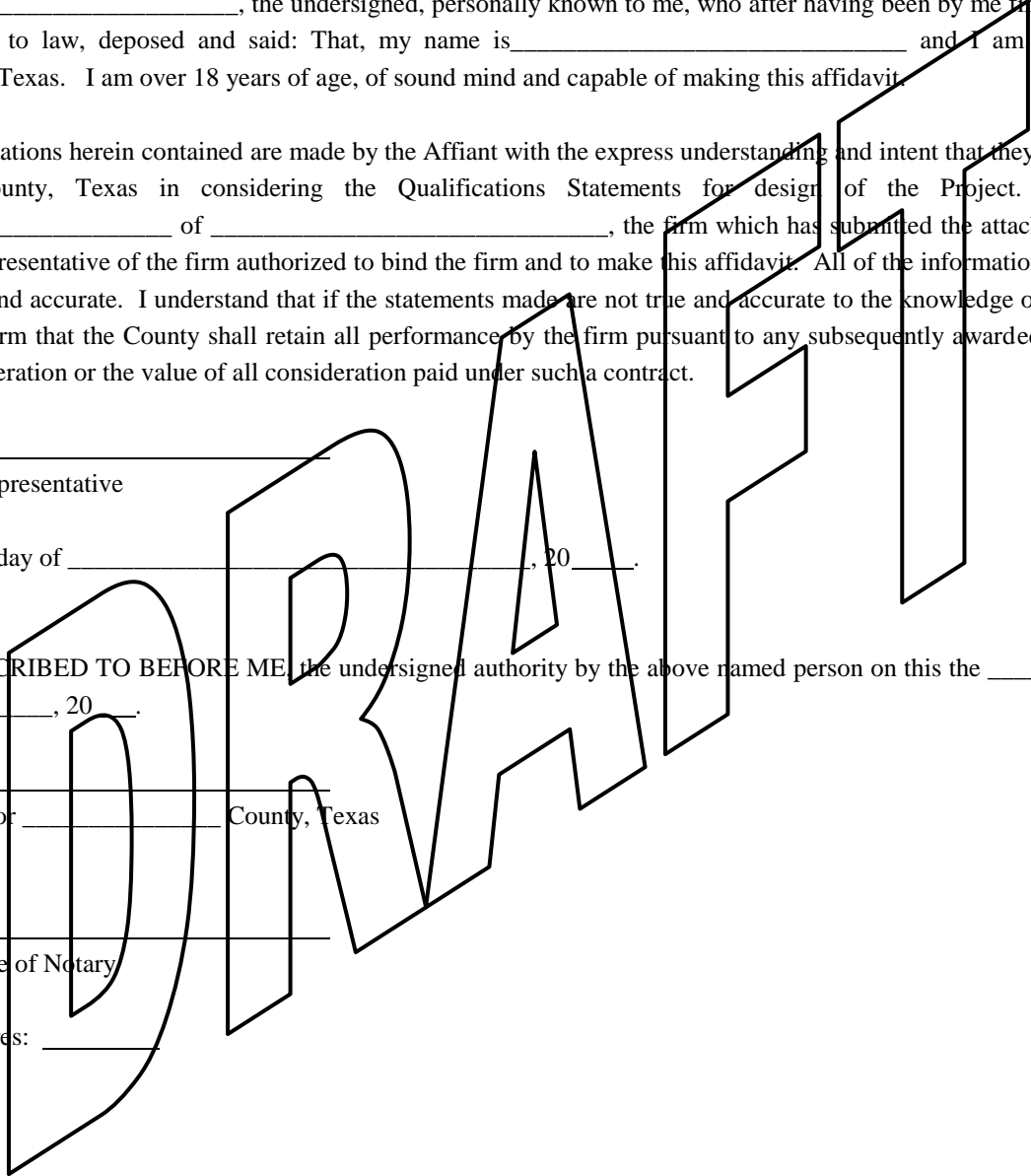
Executed this _____ day of _____, 20____.

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority by the above named person on this the _____ day of _____, 20____.

Notary Public in and for _____ County, Texas

Typed or Printed Name of Notary

My Commission Expires: _____



ATTACHMENT 5PROFESSIONAL SERVICES EVALUATION

EVALUATION AND SELECTION PROCESS

An Evaluation Committee supervised by the County Purchasing Agent and comprised of County staff will review and evaluate the Qualifications Statements. Written submissions will be evaluated using the Evaluation Criteria. The scores received will be used to identify a "short-list" of the most qualified and experienced firms. Those selected for the "short-list" will be invited to interview with the Evaluation Committee. Respondents are required to bring key members of their project team to the interviews. After interviews, the Evaluation Committee may provide new scores based on the interviews and will make a final recommendation to the Purchasing Agent on the top-ranked firm. The Purchasing Agent will then begin formal negotiations with that firm to conclude a contract at a fair and reasonable price. Should an agreement not be reached with that selected firm, the Purchasing Agent will officially end negotiations with that firm and begin negotiations with the next most highly qualified firm. The Evaluation Committee will provide an award recommendation to the Purchasing Agent for Commissioners Court approval. The Commissioners Court, by majority vote, shall accept or reject the recommendation of the Purchasing Agent and/or the Evaluation Committee. This process shall continue until a contract is finalized.

The County reserves the right to consider any other criteria that might be relevant with respect to the goals to be achieved by this RFQ.

The County reserves the right to select the acceptable Respondent(s) who offer conditions most favorable to the County. As a result of any past experience with or investigations into any proposed firms or team member, the County reserves the right to request changes to the makeup of any proposed Project Team.

Respondent may submit either as a Prime Firm or a Joint Venture, provided that all Joint Venture firms be engaged in the actual performance of the professional services solicited in this RFQ.

EVALUATION CRITERIA AND WEIGHTED FACTORS

Travis County is seeking firms and/or teams that have specific experience and/or knowledge of City of Austin development regulations and building codes, Texas Accessibility Standards, and other applicable regulations. Lead professionals shall be licensed or certified in their profession where applicable.

The proposed Project Team should also have experience in the following areas:

1. Programming, planning, design and construction contract administration for building construction of new, high-quality, attractive, mid-rise public office buildings in general.
2. Programming, planning, design and construction contract administration for, more specifically, new, high-quality, attractive, secure, durable, sustainable government office buildings.
3. Programming, planning, design and construction contract administration for secure government office buildings that incorporate secure parking garage facilities.
4. Programming, planning, design and construction contract administration for LEED-certified, mid-rise office buildings.

The evaluation factors and their corresponding weights are as follows:

- 1. Qualifications and Experience of the Consultant, including Sub-consultants 35 points**
 - a. Consideration will be given to experience and technical competence of the firms in the project types and services noted above.
 - b. Additional consideration will be given for Project Teams that have performed well as a team on past similar projects.
 - c. Consideration will be given to the communications skills of the firm, as evidenced by the clarity, brevity and completeness of the Qualifications Statement.

2. Qualifications and Experience of Key Individuals

30 points

- a. Consideration will be given to experience and technical competence of the key individuals who will be assigned to the Project. Extensive knowledge of the functional needs, operations and industry design standards for secure government office buildings are essential.
- b. Additional consideration will be given for familiarity with state-of-the-art trends in security systems, LEED-certified mid-rise office buildings, underground secure parking garages, and underground building-to-building connecting tunnels as they apply to government facilities.

3. Project Approach Work Plan and Schedule

35 points

- a. Consideration will be given to completeness of Project approach and work plan, which effectively encompass the Project issues and needed professional services.
- b. Consideration will be given to the Project Team's ability to effectively deliver services to a Travis County, Texas-based client in a timely fashion under the proposed schedule, without delays or interference caused internally by the firm, such as conflicts with other professional commitments.

TOTAL POSSIBLE SCORE FOR QUALIFICATIONS STATEMENT

100 POINTS

DRAFT

ATTACHMENT 6

DRAFT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

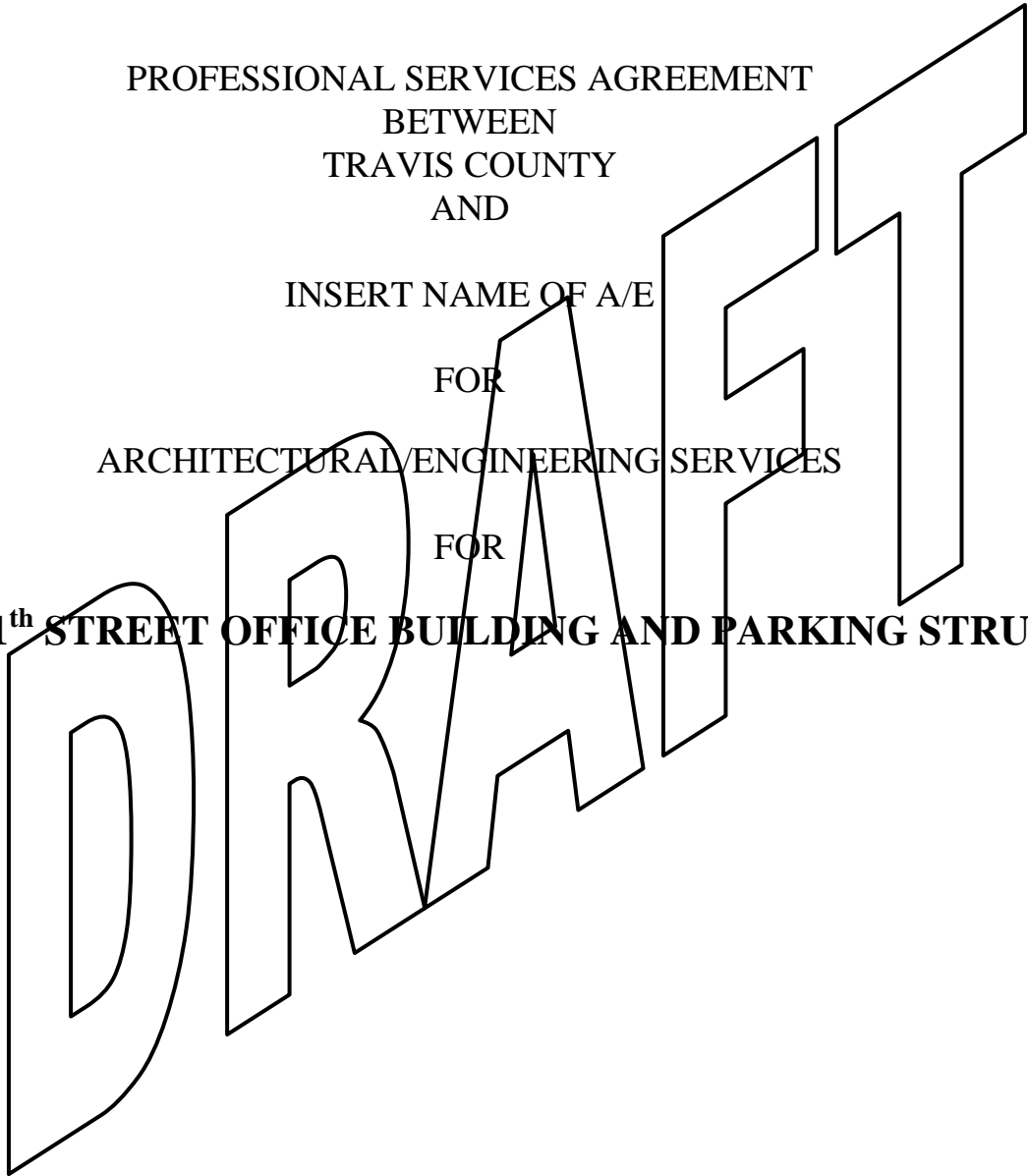
INSERT NAME OF A/E

FOR

ARCHITECTURAL/ENGINEERING SERVICES

FOR

416 WEST 11th STREET OFFICE BUILDING AND PARKING STRUCTURE



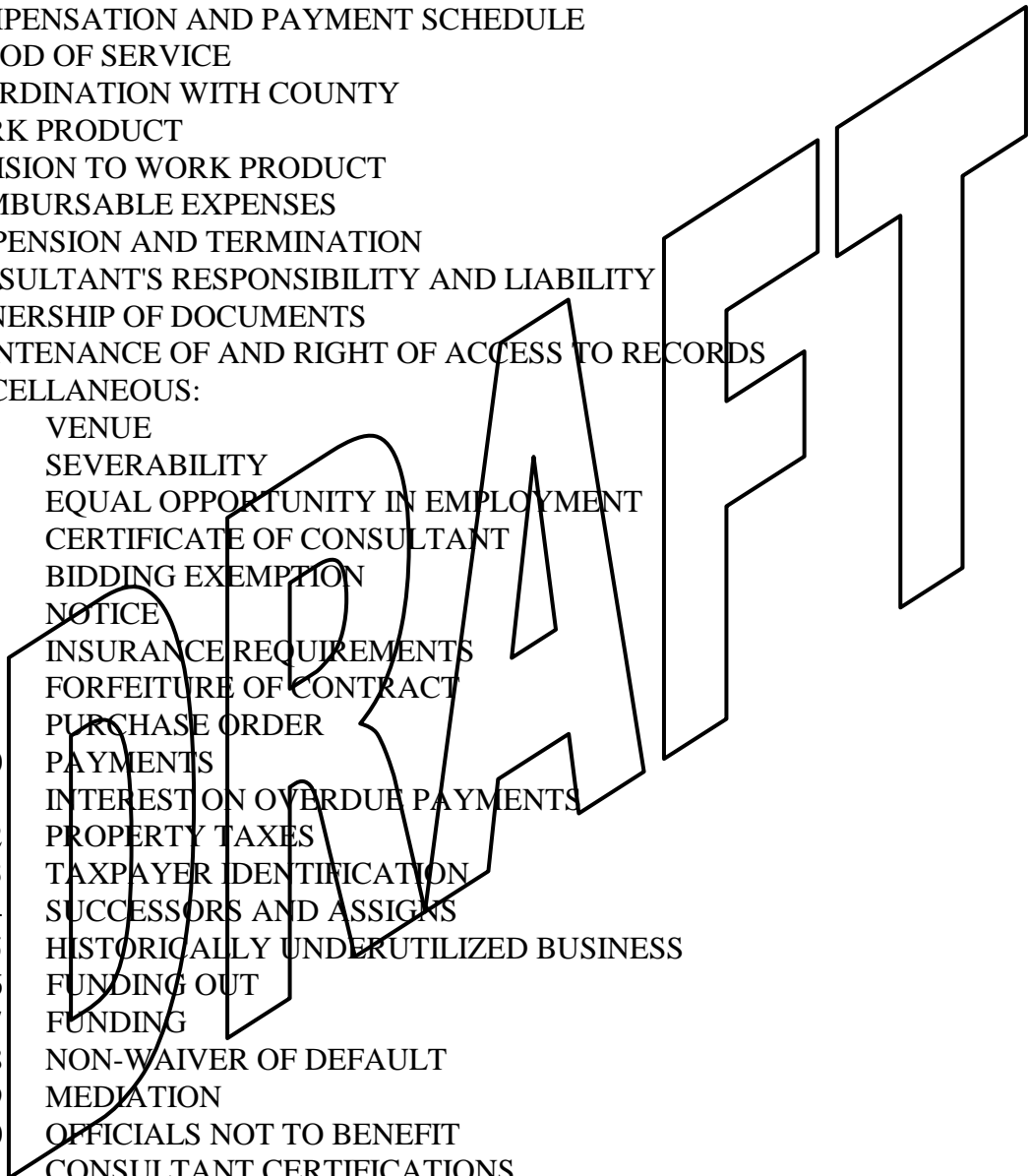
PROFESSIONAL SERVICES AGREEMENT (PSA)

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PAGE (to be assigned upon finalization of PSA)

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ACKNOWLEDGEMENT AND SIGNATURE PAGE

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DRAFT

DRAFT 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 Consultant (the “Consultant”) (this “Agreement”).

WHEREAS, the County desires to obtain professional architectural and engineering services for the design of a 7-story, 130,000 GSF office building with 3-level, underground, 70,000 GSF, 140-space parking structure (the “Project”); and

WHEREAS, the Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the County in the selection and analysis of cost-effective alternatives;

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 Director of the Travis County Facilities Management Department, (the “Director”) shall act on behalf of the County with respect to any and all services to be performed under this Agreement. The Director shall have complete authority to interpret and define the County’s policies and decisions with respect to the Consultant’s services. The Director has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this agreement (the “County Project Manager”). The County Project Manager will supervise the performance of Consultant’s services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional architectural engineering services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant’s satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original

professional would have been held liable for the information contained in those document, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered “Key Personnel” for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County’s prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product which must be acceptable to the County Project Manager. Consultant shall also serve as County’s professional Consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.
- 2.2 Consultant shall perform the “Basic Services,” which means:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered

to the satisfaction of the County 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 as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the “Scope of Services”);
- 2.2.3 all requirements stated in the Qualifications Statement submitted by the Consultant in response to RFQ#Q1306-014-RV, attached hereto as Appendix C and made a part hereof;
- 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 attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project shall be the latest edition in effect, in accordance with the Authority Having Jurisdiction (AHJ), on the date on which this PSA is executed, unless the Consultant and the County expressly agree otherwise. The applicable codes for this project include but are not limited to the following, subject to the provisions for each as adopted by the AHJ:
- a. International Building Code with City of Austin amendments
 - b. International Fire Code with City of Austin amendments
 - c. Uniform Plumbing Code with City of Austin amendments
 - d. Uniform Mechanical Code with City of Austin amendments
 - e. International Energy Code with City of Austin amendments
 - f. National Electrical Code with City of Austin amendments
 - g. Texas Accessibility Standards

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. 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. The Consultant shall limit bid alternates to no more than five (5).

3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the Consultant submits the Work Product for that phase to the County, any Project budget or fixed limit of Construction Cost will be adjusted by the Consultant as an additional service, if delay was not caused by the Consultant, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.

3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the Guaranteed Maximum Price (GMP) negotiated with the Construction Manager at Risk, the County may:

- (1) give written approval of an increase in the Project budget or fixed limit,
- (2) if the Project is abandoned, terminate this Agreement, or
- (3) revise the scope of the Project to reduce the GMP.

3.7 If the County chooses to proceed under clause 3.6.3 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.

3.8 The Consultant shall estimate the total project budget, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment except costs for those items which are included in the Consultant's Construction Documents. As part of the services, the Consultant shall report any suspected occurrence of hazardous materials in the areas of proposed Work 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 The County Project Manager will have authority to classify Consultant's services as "Basic" or "Additional" services under this Agreement. The County Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager and, if applicable, the Director, and those individuals are unable to resolve the disagreement directly, Consultant may defer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

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 3 and made a part hereof. Any such modification shall include an update to the Project.
- 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 County of either Party’s obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the “Purchasing Agent”) acts as County’s overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the Director (the “Notice to Proceed”). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the Director. The Director will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 The Consultant shall familiarize himself adequately with the existing conditions at the project site. To the extent that the Consultant’s design work relates to, connects with, or is dependent upon an existing building or other structure, the Consultant shall familiarize himself with the existing built conditions to the extent necessary to produce a complete and accurate Work Product. If as-built documentation is available and provided to the Consultant, the Consultant shall not rely solely on the as-built documentation, but shall exercise professional due diligence in confirming critical dimensions and as-built conditions through actual on-site measurements or other reasonable means as required to produce a complete and accurate Work Product.

- 6.3 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.5 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. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.6 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 Consultant shall cooperate and coordinate with County's staff and other Consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the Director, the County Project Manager, and the Purchasing Agent.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any 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 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means 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, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.

- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

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 Constructible, 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 expenses 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's or his sub consultants, 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 services rendered or 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.** 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" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, 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. Consultant shall prepare 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, for possible delivery to County upon County's request.
- 10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE.** County reserves the right to terminate this Agreement for reasons other than default by 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 Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.
- 10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience 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 Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled 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, County and its officials, agents and representatives will not be liable for loss of any profits

Termination by Consultant:

10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, 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, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

- 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 Consultant covenants to undertake no task for 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, Consultant shall inform County of such event within five (5) working days.
- 11.2 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 County will not release 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 County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents architectural data and engineering data furnished to 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 will be classified as an employee or servant of County.

11.8 INDEMNIFICATION. 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 CONSULTANT OR ANY OF CONSULTANT'S 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 person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, 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, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS. The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement 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 Agreement. 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 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, the Consultant may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. The Consultant then has the right to be heard by Commissioners Court.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's 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 Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 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 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services 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 will 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 a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 **EQUAL OPPORTUNITY IN EMPLOYMENT.** Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in

Exhibit 4.

14.4 CERTIFICATION OF Consultant. Consultant certifies that neither Consultant nor any members of 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 bona fide employee working solely for 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 bona fide employees working solely for 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.

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will 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. The notice will be given and deemed to have been given 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 County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

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

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

Roger El Khoury, M.S., P.E., Director
Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78767

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

14.6 **INSURANCE.** Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

14.7 **FORFEITURE OF AGREEMENT.** Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 “Was doing business” and “has done business” mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Lending 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:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) 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 Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 “Key Contracting Person” means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Facilities Management Department. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

14.9 PAYMENTS. County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

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

In order to be considered “correct and complete,” an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

14.10.2 the debt is paid.

14.10.3 “Debt” includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

- 14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide 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 will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. **IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.**
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.
- 14.15.1 HUB Program Requirements.
- 14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a Sub Consultant relationship with any HUB Sub Consultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the Sub Consultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB Sub Consultant participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB sub consultants.

14.15.2 Subcontractor/Sub Consultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/sub consulting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to subcontractors/sub consultants. County understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic subcontractor/sub consultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier subcontractors/sub consultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all subcontractors/sub consultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall record and submit electronically payments made to all Subcontractors/sub consultants for work completed through the end of the previous pay period ; such electronic recording and submission must be completed no later than the 15th day after such payments are made. Consultant shall contractually require all Subcontractors/sub consultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid

during the reporting period. A “Comment” field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County’s HUB Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 County understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.16 **FUNDING OUT.** Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.18 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 a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. 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 shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, 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.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 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 work described in this Agreement.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, 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.
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. 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 Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of 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 County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.
- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 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 in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 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 will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. By submitting a Qualifications Statement in response to RFQ# Q1306-014-RV, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. **CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.**
- 14.29 ENTITY STATUS. By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

Consultant:

By: _____

Printed Name: _____

Title: _____

Authorized Representative

Date: _____

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249a, Vernon's Texas Civil Statutes.

The Texas Board of Professional Engineers, 1917 South IH 35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS County, TEXAS:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO PROCUREMENT COMPLIANCE:

By: _____

Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Travis County Auditor

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

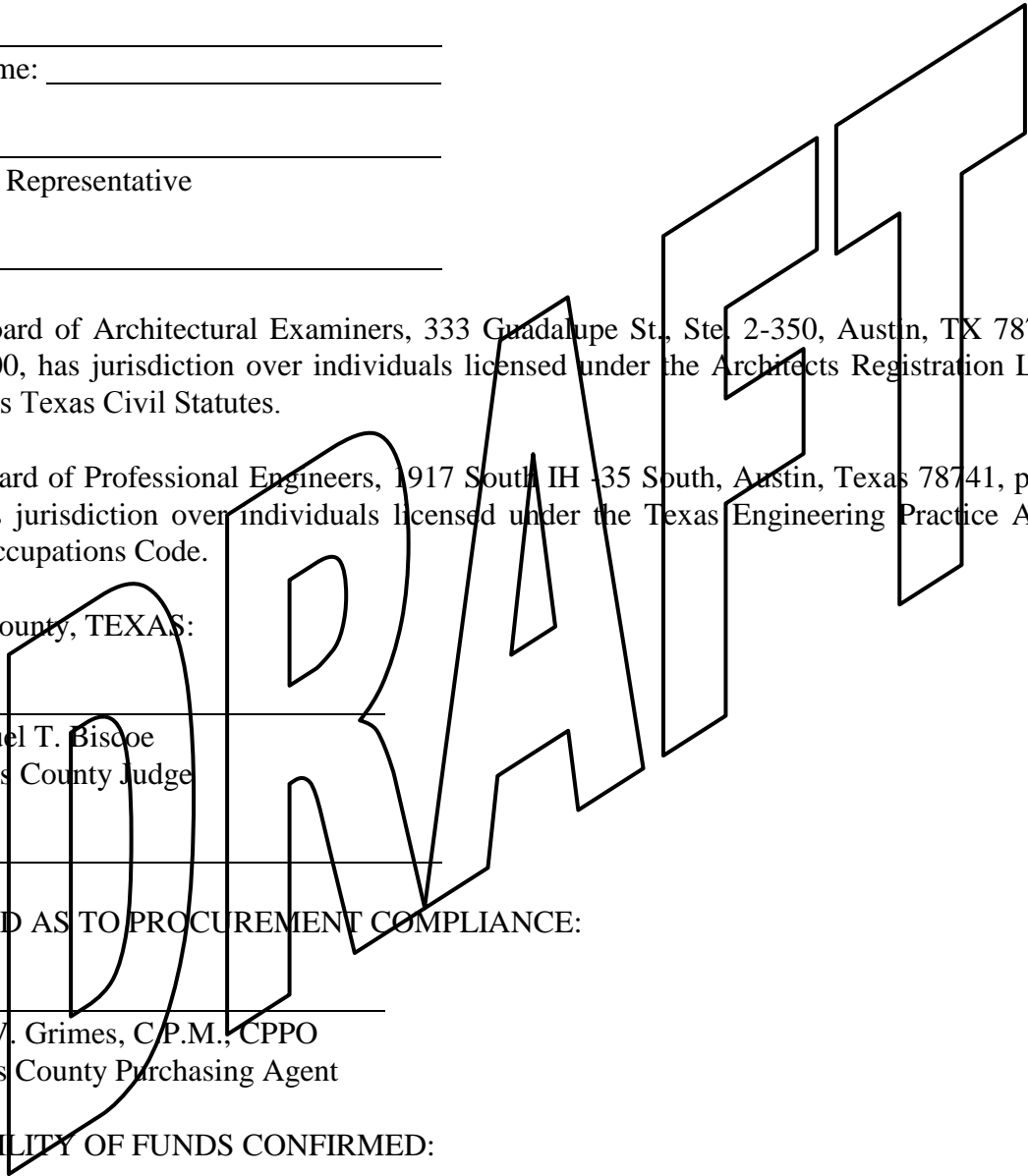


EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of *(to be negotiated)*.

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

(i) Pre-Design Phase: Programming and Planning	\$ _____
(ii) Schematic Design Phase	\$ _____
(iii) Design Development Phase	\$ _____
(iv) Construction Contract Documents Phase	\$ _____
(v) Construction Phase: Construction Contract, Administration	\$ _____
(vi) Post-Construction Phase: Project Close-out Tasks and Documents	\$ _____
TOTAL:	\$ _____

SECTION 2 - FIXED FEE

2.1 Consultant and County acknowledge the fact that the fixed fee 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.

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, County will pay Consultant under a written amendment to this Agreement, provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

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

3.4 County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant’s errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

4.1 County will reimburse Consultant for expenses described in Section 9, Reimbursable Expenses, as incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a 10 percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: \$XXXXXX

SECTION 5 –TOTAL AGREEMENT SUM

5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$XXXXXXXX, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$XXXXXXXX, will not exceed \$XXXXXXXX.

SECTION 6 –SCHEDULE OF PAYMENTS

6.1 Payments will 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, by the Facilities Management Department.

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EXHIBIT 2
HOURLY RATES

BASIC SERVICES

Schedule of Rates (Hourly):

(Do not complete - To be negotiated prior to contract execution)

ADDITIONAL SERVICES

Schedule of Rates (Hourly):

(Do not complete - To be negotiated prior to contract execution)

DRAFT

EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the “Project Schedule”). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the County’s Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the County may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.

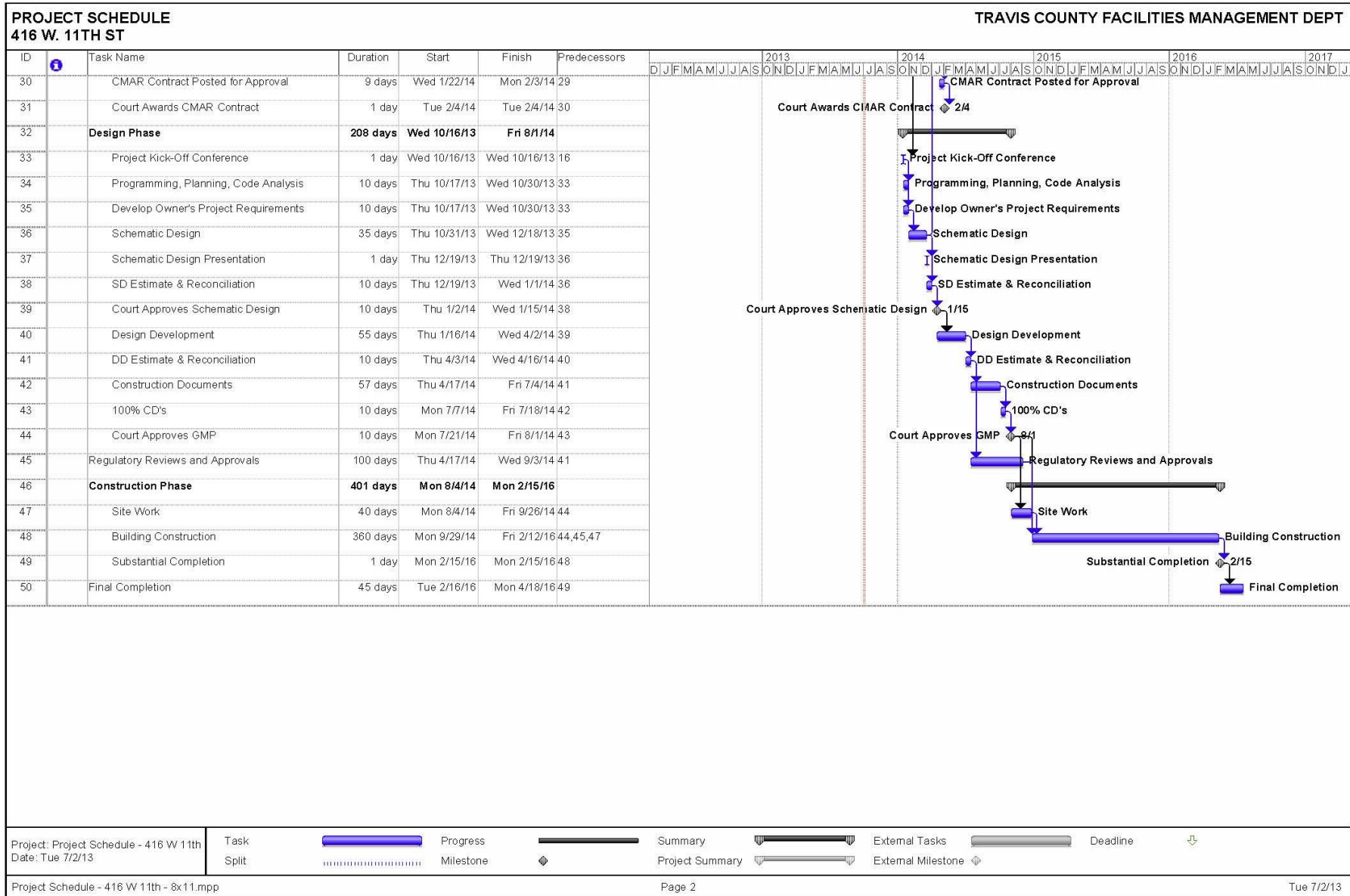


EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall 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 must 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall 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 Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall 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 Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and 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. Consultant shall include the provisions of paragraphs (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 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5**INSURANCE REQUIREMENTS**

During the life of this Agreement, 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 MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. 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 County shall not relieve or decrease the liability of Consultant under this Agreement.

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. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of Consultant: _____
County of Consultant: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS
June 19, 2013

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 Velásquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nick Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget.....	Leslie Browde*	
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 and Public Safety	Roger Jefferies	
Interim Chief Information Officer	Tanya Acevedo	
Director, Facilities Management	Roger El Khoury M.S., P.E.	
Director, Records Mgmt & Communications	Steven Brouerg	
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	Christopher Gilmore	
Attorney, Land Use Division	Julie Joe	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford*	
Attorney, Transactions Division	Elizabeth Winn*	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Health Services Division	Prema Gregerson	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
Purchasing Agent	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV	C.W. Bruner, CTP	
Purchasing Agent Assistant IV	Lee Perry	
Purchasing Agent Assistant IV	Jason Walker	
Purchasing Agent Assistant IV	Richard Villareal	
Purchasing Agent Assistant IV	Patrick Strittmatter*	
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB	
Purchasing Agent Assistant IV	Scott Wilson, CPPB	
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB	
Purchasing Agent Assistant IV	Loren Breland, CPPB	
Purchasing Agent Assistant IV	John E. Pena, CTPM	
Purchasing Agent Assistant IV	Rosalinda Garcia	
Purchasing Agent Assistant IV	Angel Gomez*	
Purchasing Agent Assistant III	Shannon Pleasant, CTPM	
Purchasing Agent Assistant III	Michael Long, CPPB	
Purchasing Agent Assistant III	David Walch	
Purchasing Agent Assistant III	Nancy Barchus, CPPB	
Purchasing Agent Assistant III	Jesse Herrera, CTP, CTPM, CTCM	
Purchasing Agent Assistant III	Sydney Ceder*	
Purchasing Agent Assistant III	Ruena Victorino*	
Purchasing Agent Assistant III	Rachel Carona*	
Purchasing Agent Assistant II	Vacant	
Purchasing Agent Assistant II	L. Wade Laursen*	
Purchasing Agent Assistant II	Sam Francis*	
HUB Coordinator	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst	Scott Worthington	
Purchasing Business Analyst	Jennifer Francis	
Facilities Management	Jim Bar, AIA, LEED AP	
Facilities Management	Ken Gaede, AIA	
Facilities Management	Richard Avery, AIA LEED AP	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Chief Information Officer	Joe Harlow	07/31/13
County Auditor	Susan Spataro, CPA	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

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APPENDIX A

SCOPE OF SERVICES

(COUNTY WILL INSERT PART II OF THE RFQ AND ANY AMENDMENTS TO IT IN THIS SECTION AT CONTRACT AWARD).

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APPENDIX B

ORGANIZATIONAL CHART WITH KEY PERSONNEL IDENTIFIED

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APPENDIX C

CONSULTANT'S QUALIFICATIONS STATEMENT

DRAFT