



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By:** Paul Scoggins, Engineer Specialist **Phone #:** (512) 854-7619

**Division Director/Manager:** Anna Bowlin, Division Director of Development Services and Long Range Planning

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Receive comments regarding a request to authorize the filing of an instrument to vacate a 5 foot wide public utility easement located along the south side lot line of Lot 137 of Apache Shores, First Installment – Precinct Three.

### **BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to authorize the filing of an instrument to vacate a 5 foot wide public utility easement (PUE) located along the south side lot line of Lot 137 Apache Shores, First Installment. The easement is dedicated per plat note. The subject lot fronts on Brass Buttons Trail, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easement. Staff foresees no opposition to this request.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter the owner of the property would like to build a garage on the existing slab, which encroaches in the subject easement. Vacating the easement will allow him to move forward with his plans and remedy the encroachment issue.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

**CC:**

Stacey Scheffel	Permits Program Manager	Permits	(512) 854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Apache Shores, First Installment**



# Travis County Commissioners Court Agenda Request

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is positioned to the right of the meeting date.

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Barbara Smith 854-9333

**Elected/Appointed Official/Dept. Head:** Commissioner Gerald Daugherty

**Commissioners Court Sponsor:** Commissioner Gerald Daugherty

**AGENDA LANGUAGE:** Consider and take appropriate action on resolution supporting the building of State Highway 45 Southwest.

**BACKGROUND/SUMMARY OF REQUEST:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**ATTACHMENTS/EXHIBITS:**

**REQUIRED AUTHORIZATIONS:**

N/A

# Travis County Commissioners Court



# Resolution

**WHEREAS**, in May, 1985 the Texas Transportation Commission issued Minute Order 83158 which recognized the need of SH 45 Outer Parkway as an expanded road system to deal with expected traffic growth in Travis County and in July of that year Travis County Commissioners Court accepted Minute Order 83158 and SH 45 was included in the 1986 adoption of the Austin Metropolitan Area Transportation Plan; and,

**WHEREAS**, Travis County in 1997 passed a stand-alone bond proposition for the purchase of Right of Way for the construction of State Highway 45 South West and received a 59.7% voter approval and in 2003 completed the purchase of said Right of Way property and transferred those parcels to the State of Texas; and,

**WHEREAS**, in 1995 Travis County Commissioners Court approved the extension and connection of Brodie Lane south to FM 1626 on the assumption that SH 45 SW would be constructed and in 2006 Travis County Commissioners Court was petitioned to close Brodie Lane but voted against the closure while once again pledging support for the completion of SH 45 SW; and,

**WHEREAS**, in January 2013 CAMPO Chairman Will Conley appointed Travis County Commissioner Gerald Daugherty as Chair of the newly created 45 Southwest subcommittee and charged that subcommittee with determining how to build and finance SH 45 SW, not if to build SH 45 SW, and report back; and,

**WHEREAS**, Travis County seeks a regional solution to enhance mobility while decreasing congestion of the region while sharing the costs, plans and processes with multiple jurisdictions and agencies to include Travis County, Hays County, The Central Texas Regional Mobility Authority, CAMPO, and Texas Department of Transportation; and,

**WHEREAS**, the Population growth in southern Travis and northern Hays Counties have increased over 200% between 1990 and 2010 and Travis County seeks to decrease traffic congestion and increase safety in our communities in southwest Travis County by enhancing and directing traffic flow from local neighborhood streets to a new controlled access major conduit for southwest Travis County; and,

**WHEREAS**, SH 45 SW is planned to be a 3.6 mile, 4 tolled main lanes of controlled access roadway between the southern terminus of Loop 1 and FM 1626 in Travis County and is in the CAMPO 2035 Regional Transportation Plan; and,

**WHEREAS**, Travis County seeks to validate green mobility to the region and demonstrate how an innovative roadway can be built with an environmentally sensitive footprint without degrading the environment and protecting our natural resources while providing a roadway our constituents may travel.

**NOW THEREFORE BE IT RESOLVED** on the 22<sup>nd</sup> day of October, 2013 that the Travis County Commissioners Court supports the building of State Highway 45 Southwest.

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Samuel T. Biscoe  
Travis County Judge

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Ron Davis  
Commissioner Precinct 1

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Bruce Todd  
Commissioner Precinct 2

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Gerald Daugherty  
Commissioner Precinct 3

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Margaret Gómez  
Commissioner Precinct 4



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 15, 2013

**Prepared By:** David Greear, Engineer Senior **Phone #:** (512) 854-7650

**Division Director/Manager:** Donald W. Ward, P.E., Assistant Public Works  
Director of Road and Bridge Maintenance

*Carol B. [Signature]*  
**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Consider and take appropriate action on the approval of contraflow operations on Pearce Lane from Ross Road to Kellam Road with regards to post event traffic operations of the Formula One Grand Prix November 15-17, 2013 in Precinct Four.

## **BACKGROUND/SUMMARY OF REQUEST:**

Circuit of the Americas (CoTA) has submitted a transportation plan for the 2013 Formula One Grand Prix that summarizes their approach for getting 120,000 spectators to and from the race. The plan includes different modes and routes of transportation including the use of contraflow operations on Pearce Lane. Post event on November 15th, 16th, and 17th, CoTA plans to utilize both lanes on Pearce Lane and send all traffic westbound from Kellam Road to Ross Road from 12:00 pm to 7:00 pm. All traffic control set-up and traffic control officers will be the responsibility of CoTA. See attached traffic control plans in the back-up materials.

## **STAFF RECOMMENDATIONS:**

TNR staff recommends approval of contraflow operations.

## **ISSUES AND OPPORTUNITIES:**

N/A

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

All costs for developing and implementing the Transportation Plan are borne by CoTA.

## **ATTACHMENTS/EXHIBITS:**

Transportation Plan  
Affidavit of Posting

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
ESD #11			(512) 243-3477
Michael Hemby	Planning Manager	TCSO	(512) 854-9770
Dispatch		TCSO	(512) 974-0845 + 3
Stephanie Jensen	Public Safety GIS	COA	(512) 974-6446

**CC:**


**DG:DW:dg**

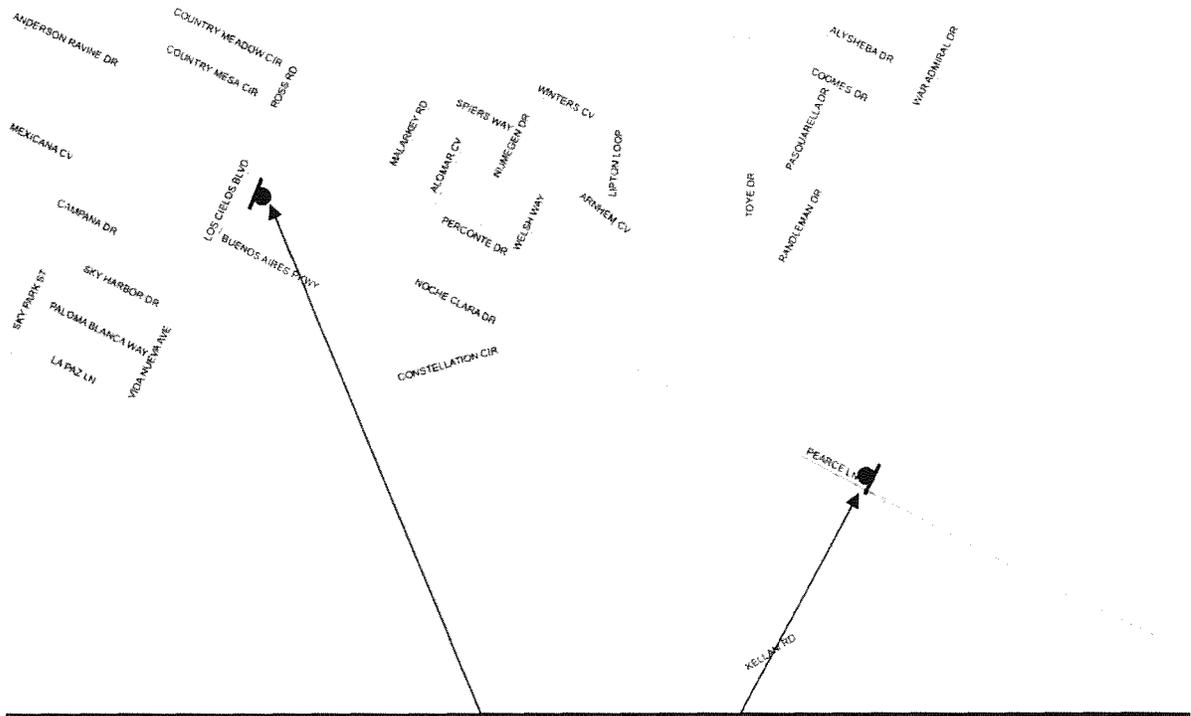
**4101 - Road, Bridge, Fleet Svs - AI Formula One Grand Prix Pearce Lane.**

## WORK REQUEST FORM

Routing & Check off				
Responsible.	Item	DATE	INIT.	
Dispatch	WRF Nos. 274942	9-16	CMC	
Greear	WRF Delivered to SMS			
Garcia	Work Completed			
Greear	Update Database			

<b>Date:</b>	9/16/13
<b>Staff Contact:</b>	David Greear 512-854-7650
<b>Requestor Name</b>	
<b>Request Category:</b>	4115 – Signs
<b>General Location (Pct #):</b>	4
<b>Facility ID (Rd. Index No.)</b>	E09400 (Pearce Lane)
<b>Priority / Requested completion date</b>	RO - Routine
<b>Short Description (street name &amp; work type):</b>	Pearce Lane – Public Hearing Signage
<b>Detailed Description:</b>	
<ul style="list-style-type: none"> <li>Install two "Notice of Public Hearing" signs on Pearce Lane per following sketch. Signs must be in place by Friday, September 20, 2013.</li> <li>Remove the signs after Public Hearing and action on <b>October 15, 2013</b>.</li> </ul>	

Qty.	Sign No.	Size	Description/Text
2			Notice of Public Hearing



# NOTICE OF PUBLIC HEARING

OCTOBER 15, 2013 AT 9:00 AM.

CONCERNING CONTRA-FLOW OPERATIONS  
ON PEARCE LANE FOR THE  
FORMULA ONE GRAND PRIX  
NOVEMBER 15-17, 2013

AT THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
700 LAVACA STREET  
(FIRST FLOOR), AUSTIN, TX

FOR ADDITIONAL INFORMATION CALL 512-854-7650



**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., County Executive  
700 Lavaca Street  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**AFFIDAVIT OF POSTING**

**TO: County Judge  
County Commissioners  
Travis County, Texas**

Public notices of Public Hearing for Contra-Flow Operations were posted on  
September 18, 2013 at TWO locations on PEARCE LANE,  
this location being as near as practical to the area being affected.

CERTIFIED THIS THE 18 DAY OF September 2013.  
(date) (month)

SIGNATURE: Jaime Garcia  
NAME (print): Jaime Garcia  
TITLE: TNR/R&B Supervisor

Public Notice sign posted on Westbound Pearce Lane just west of Kellam Road.

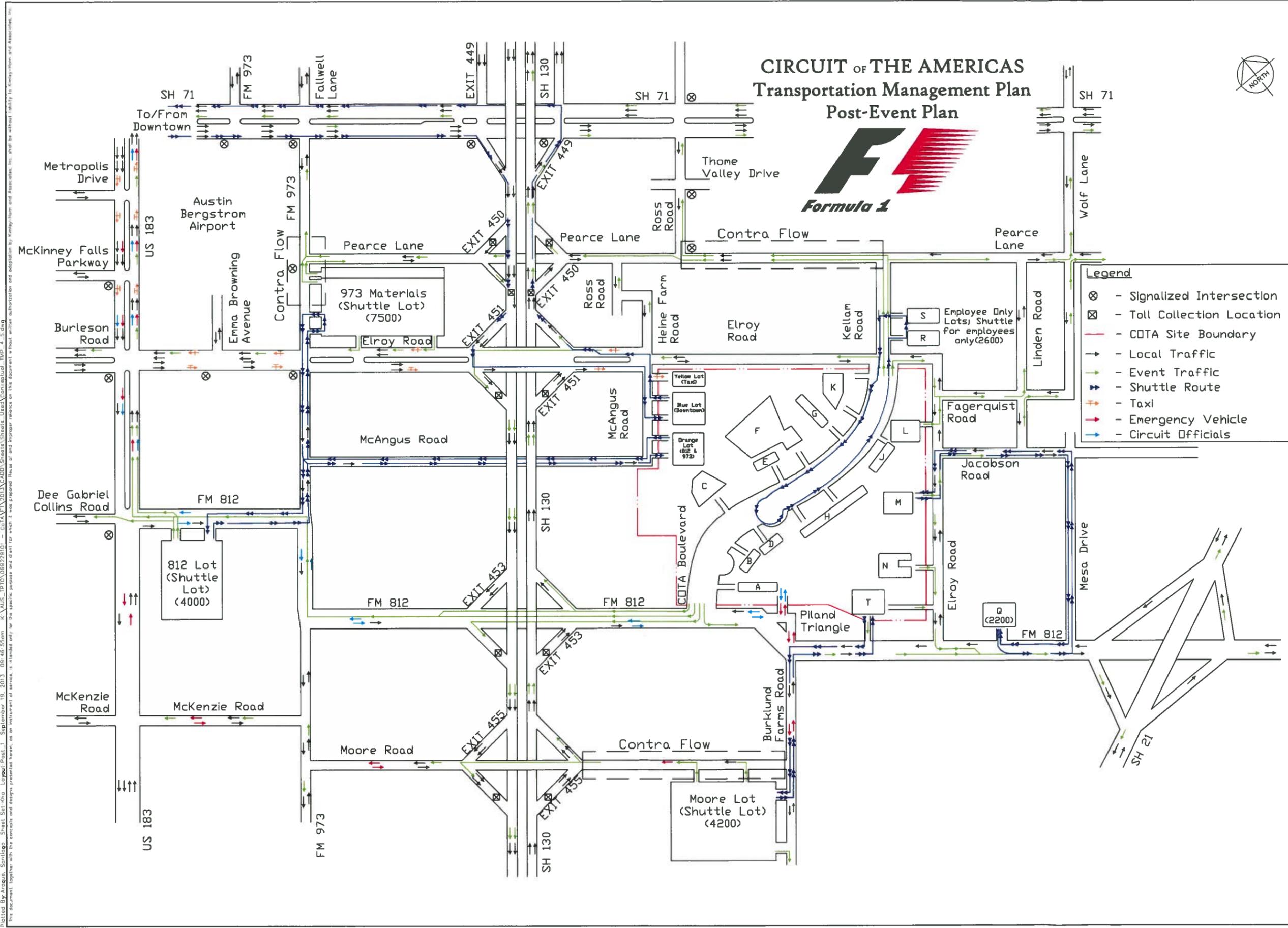


Public Notice sign posted on Eastbound Pearce Lane just east of Ross Road.



DRAFT 9.19.2013

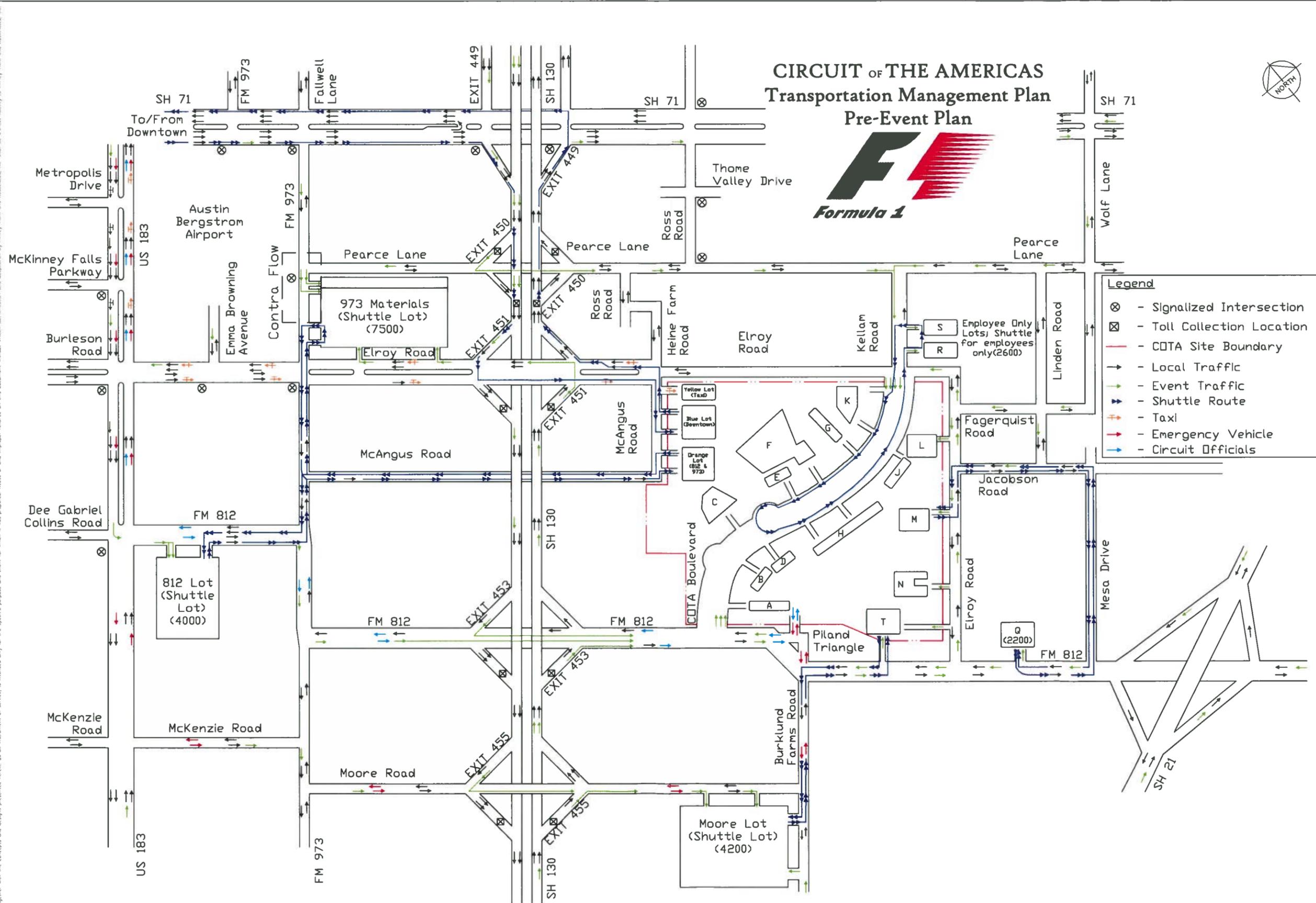
Plotted By: Arcadis, Sotilego, Sheet Set: KHA - Layout: Post\_1 - September 19, 2013 09:46:55am. K:\AUS\_TPTD\069229101 - C:\TAN\12013\CADD\Sheets\Sheets\_Used\Conceptual\_TUP\_4\_3.dwg  
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POST-EVENT TRAFFIC CONTROL PLAN PREPARED FOR  TEXAS	POST-EVENT SCHEMATIC	DESIGNED BY AWM	DRAWN BY SAA	CHECKED BY KHA
SHEET NUMBER <b>5</b>	REVISIONS No.	DATE	BY	BY

DRAFT 9.19.2013

Plotted By: Aroque, Santiago - Sheet Set: KHA - Layout: Pre-1 - September 19, 2013 - 09:46:25am - K:\AUS\_TPTD\069229101 - C:\A\1\2013\CADD\Sheets\Used\Conceptual\_TMP\_4.dwg  
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**CIRCUIT OF THE AMERICAS**  
**Transportation Management Plan**  
**Pre-Event Plan**



**Legend**

- ⊗ - Signalized Intersection
- ⊠ - Toll Collection Location
- - COTA Site Boundary
- ↔ - Local Traffic
- ↔ - Event Traffic
- ↔ - Shuttle Route
- ↔ - Taxi
- ↔ - Emergency Vehicle
- ↔ - Circuit Officials

KHA PROJECT 069229101		KIMLEY-HORN AND ASSOCIATES, INC.	
DATE SEPT. 2013		© 2012 KIMLEY-HORN AND ASSOCIATES, INC. 13752 VALLEY BLVD., SUITE 1000, DALLAS, TX 75241 PHONE: 972-776-1300 FAX: 972-236-3820 WWW.KIMLEY-HORN.COM TX F-928	
SCALE AS SHOWN		FILE IN ITINERARY FOR REVIEW ONLY Not for construction purposes KIMLEY-HORN AND ASSOCIATES, INC. Project: COTA PRE-1 P. No. 09513 Rev. 07/23/13	
DESIGNED BY: AVN		DRAWN BY: SAA	
CHECKED BY: KHA		REVISIONS	
PRE-EVENT SCHEMATIC		No.	
PRE-EVENT TRAFFIC CONTROL PLAN PREPARED FOR CIRCUIT OF THE AMERICAS TEXAS		DATE	
SHEET NUMBER		BY	
4			



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By:** Adele Noel, Environmental Project Manager

**Phone #:** (512) 854-7211

**Division Director/Manager:** Jon White/Thomas Weber - NREQ

**Department Head/Title:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) A resolution in support of the Ozone Advance Plan emission reduction measures ; and
- B) Renew 8-Hour Ozone Flex emission reduction commitments and commit to new additional measures.

### **BACKGROUND/SUMMARY OF REQUEST:**

Ozone Advance is a collaborative, voluntary effort between U.S. Environmental Protection Agency (EPA), states, tribes, and local governments to help areas remain in attainment of the National Ambient Air Quality Standards (NAAQS). The Austin Round Rock Metropolitan Statistical Area (MSA) is very close to being out of attainment of the ozone health standard. Taking voluntary actions to reduce ozone emission now will benefit public health while minimizing our regulatory burden.

Ozone Advance is the latest in a series of air quality improvement plans the MSA has undertaken over the past decade. It builds on the successes of previous plans and refocuses our region on the challenges of maintaining in attainment. In 2008, Travis County and other elected officials in the MSA became signatories to an 8-Hour Ozone Flex Plan to address reducing local sources of ozone. In May 2012, city and county elected officials in Bastrop, Caldwell, Hays, Travis and Williamson counties signed a Commitment Letter to the EPA to develop an Ozone Advance Plan (OAP), to succeed the 8-Hour Ozone Flex Program that expires in December, 2013. The Central Texas Clean Air Coalition (CAC), is now seeking commitments that will improve air quality from local governments and other organizations in the MSA.

As a member and supporter of CAC, Travis County affirms to renew commitments made and implemented under the 8-Hour Ozone Flex Plan and commits to additional emission reduction and planning measures to help assure an ongoing

designation of “in attainment” under the National Ambient Air Quality Standards for Ground Level Ozone.

Additional emissions reduction measures include several Travis County commitments:

- Commute Solutions Program, including Employer Funded Transit Passes;
- Open Burning Restrictions on Ozone Watch Days;
- Applying for Texas Emissions Reduction Program (TERP) and Diesel Emissions Reduction Act (DERA) funding;
- Procurement Policy Prioritizing Purchases of Low-Emission Light-duty Vehicles;
- Support Region-wide Measures (for example, rideshare program, school educational programs, research projects);
- Track and Report Vehicle and Motorized Equipment Usage; and
- Track and Report Electricity and Natural Gas Usage.

**STAFF RECOMMENDATIONS:**

TNR recommends approval.

**ISSUES AND OPPORTUNITIES:**

Keeping the region in compliance with federal ozone standards has long been a priority for Travis County, both to protect public health and to avoid the costly impacts of being designated nonattainment. Reducing ozone levels helps protect the health of children, seniors, and people with chronic respiratory problems such as asthma and bronchitis. If an area is designated non-attainment for ozone, it can have serious consequences for the regional economy, including new constraints on transportation planning, strict limits on industrial growth, and a host of costly pollution regulations. It would also result in the shift of air quality planning and impose new costs on the state for preparing State Implementation Plans for the MSA.

Since 2007, the MSA has experienced 4-10 days a year when the ozone level exceeded the levels EPA considers healthy (75 parts per billion, or “ppb”), and in 2012, the region was only 2 parts per billion (ppb) away from being out of compliance with the three-year average EPA uses to determine if areas are in attainment (the “design value”). With the EPA now considering tightening the standard (range of 60-70 ppb), additional efforts will be needed to ensure continued compliance.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There will be no significant negative impact on Travis County’s budget to confirm commitments under the OAP.

**EXHIBITS/ATTACHMENTS:**

Resolution

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

**CC:**

Jon White	Natural Resources Enviromental Quality Division Director	TNR	(512) 854-7212
Thomas Weber	Enviromental Program Manager	TNR	(512) 854-4629
Adele Noel	Air Quality Project Manager	TNR	(512) 854-7211

: :  
**0801 - NREQ- Air Quality**

# ***RESOLUTION***



A RESOLUTION OF TRAVIS COUNTY TO IMPLEMENT EMISSION REDUCTION ACTIONS TO ASSIST IN CLEAN AIR EFFORTS PER THE OZONE ADVANCE PROGRAM ACTION PLAN TO MAINTAIN TRAVIS COUNTY'S DESIGNATION AS "ATTAINMENT" IN REGARDS TO GROUND LEVEL OZONE STANDARDS

- Whereas,*** The Citizens of Travis County recognize the value of and are conscious of the need for clean air;
- Whereas,*** the local governments within the Austin-Round Rock Metropolitan Statistical Area (MSA), which consists of Bastrop, Caldwell, Hays, Travis, and Williamson Counties, recognize that they are near-violation of the 8-hour National Ambient Air Quality Standards (NAAQS) for ozone;
- Whereas,*** the Ozone Advance Program is a voluntary local approach to ozone attainment whose purpose is to encourage early emission reduction that will help keep the area in attainment of the ozone NAAQS;
- Whereas,*** A designation of non-attainment will inhibit local flexibility in planning and development and create economic impacts to the citizens of Travis County for up to twenty years;
- Whereas,*** Travis County is a member of the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments;
- Whereas,*** the CAC has signed up to participate in the Ozone Advance Program and has committed to submit an Action Plan by December 31, 2013;
- Whereas,*** the CAC has requested that its members consider committing to emission reduction measures as part of this Action Plan by October 31, 2013; ***and***

**Now, therefore, be it resolved by the Travis County Commissioners Court:**

That Travis County affirms to renew commitments made and implemented under the 8-Hour Ozone Flex Plan and commits to additional emission reduction and planning measures to help voluntarily secure an ongoing designation of “in attainment” under the National Ambient Air Quality Standards for Ground Level Ozone.

Resolved, this 22<sup>nd</sup> day of October, 2013.

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**SAMUEL T. BISCOE**

*County Judge*

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**RON DAVIS**

*Commissioner, Precinct One*

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**BRUCE TODD**

*Commissioner, Precinct Two*

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**GERALD DAUGHERTY**

*Commissioner, Precinct Three*

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**MARGARET J. GÓMEZ**

*Commissioner, Precinct Four*



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By:** Lee Turner, P.E. **Phone #:** (512) 854-7598

**Division Director/Manager:** Steve Sun, P.E., Assistant Public Works Director

**Department Head:** *Carol B. Jorgensen*  
Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to enter into a Participation Agreement between Travis County and the Deer Creek Ranch Parks and Lakes Association for the design and construction of sections of Lake Beach Drive, Lake Park Drive, and West Lakeshore Drive in the Deer Creek Subdivision in southwest Travis County, in Precinct Three.

### **BACKGROUND/SUMMARY OF REQUEST:**

Lake Beach Drive, Lake Park Drive, and West Lakeshore Drive are located in the Deer Creek Subdivision in southwestern Travis County. Homeowners living along sections of Lake Beach Drive, Lake Park Drive, and West Lakeshore Drive submitted a petition for the inclusion of sections of these roads into the Travis County Unaccepted Substandard Road Program. The homeowners request to enter into a Participation Agreement with Travis County to improve these roads to meet Travis County standards. Travis County has agreed to complete the design of the improvements to these roads. The agreement limits the construction cost to improve the roads to Travis County standards up to the amount of \$120,000. The homeowners have agreed to contribute \$28,000. The homeowners will also be contributing \$2,000 in in-kind services in the form of engineering services. The homeowners' cost sharing participation in the project is 25% of the estimated construction costs. Design of these three roads will be funded by the County solely. The current budget will only allow for construction of sections of the south Segment of this project which includes Lake Beach Drive and Lake Park Drive but not West Lakeshore Drive. Attached is a copy of the homeowners' petition, a letter requesting the project, and a location map of the project.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of entering into this Participation Agreement with Deer Creek Ranch Parks and Lakes Association for improvements of sections of Lake Beach Drive, Lake Park Drive, and the design of improvements to sections of West Lakeshore Drive in the Deer Creek Subdivision.

### **ISSUES AND OPPORTUNITIES:**

The Deer Creek Subdivision is located south of Hamilton Pool Rd in southwestern Travis County. Many roads in the Deer Creek area do not meet Travis County standards and cannot be accepted into the Travis County maintained roadway system. A lack of an organized and routine roadway maintenance program has caused substantial deterioration of roadway conditions which has decreased the safety of the roads and jeopardized access to homes. This project provides the improvements necessary to bring sections of Lake Beach Drive or Lake Park Drive up to minimum county standards so that they can be accepted for county maintenance. The improvements involve reconstructing the roads to bring them into compliance with Chapter 84 of the Travis County Code, Unaccepted Substandard Roadway Specifications.

The reconstruction will typically be limited to matching the existing roadway geometry and making only those improvements needed to achieve an appropriate pavement structure; minimum safe lane width and stopping sight distance; minimum roadside safety requirements; an effective roadway drainage system capable of conveying a 25-year storm event without over-topping the roadway; and appropriate signing and pavement markings. The homeowners recognize that all required easements and right-of-way must be donated by the appropriate landowner.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

TNR’s preliminary construction estimate of the cost of improvements to Lake Beach Drive and Lake Park Drive is \$120,000. The homeowners in Deer Creek will provide \$28,000 in cash and \$2,000 in-kind engineering services to help pay the costs of improving approximately 1,000 linear feet of roadway. Design cost of approximately \$80,000 will be funded solely by the county. \$180,000 has been reserved from the Unaccepted Substandard Road Program for this project.

Funds Reservations Document 300000867  
 Fund 4083  
 Funds Center 1490190000  
 GL Account 522040  
 Amount \$180,000.00

**ATTACHMENTS/EXHIBITS:**

Participation Agreement

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Tom Nuckols, Chris Gilmore, Julie Joe	Assistant County Attorney	County Attorney's Office	(512) 854-9415
Cyd Grimes	Purchasing Agent	Purchasing Office	(512) 854-9700

**CC:**

Steve Sun, P.E.	Assistant Public Works Director	TNR Public Works	(512) 854-4660
Donna Williams-Jones, Isabelle Lopez, Tawana Gardner		TNR Financial Services	(512) 854-9383
Lee Turner, P.E.	Project Manager	TNR Public Works	(512) 854-7598

: :  
**3101 - Public Works/CIP - Deer Creek Ranch Parks and Lakes Association**

## DEER CREEK RANCH PARKS AND LAKES ASSOCIATION PARTICIPATION AGREEMENT

This agreement ("**Agreement**") is entered into between Travis County, Texas (the "**County**"), and the Deer Creek Ranch Parks and Lakes Association (the "**Association**"). The County and Association are sometimes hereinafter individually referred to as a "**Party**" and collectively referred to as the "**Parties**." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

### Recitals

WHEREAS, the Association has presented to the County a petition (attached hereto and incorporated herein for all purposes as Exhibit A) from property owners indicating their desire to have the following road segments as shown on Exhibit B accepted onto the County-maintained roadway transportation system:

- (1) approximately 850 linear feet of West Lakeshore Drive and 200 linear feet of Lake Beach Drive north of the Deer Creek Lake Park; and (the "North Segment
- (2) approximately 1525 linear feet of Lake Beach Drive south of the Deer Creek Lake Park to the intersection of Lake Beach Drive and Lake Park Drive and 325 linear feet of Lake Park Drive south of the intersection of Lake Beach Drive (the "South Segment");

WHEREAS, the Association desires to enter into this Participation Agreement because the County Commissioners Court approved funding for completing unaccepted substandard road projects in its 2011 bond package, and the bond package was approved by voters in the November 2011 Travis County Bond Election;

WHEREAS, the Association has funding sufficient to participate in the road improvement costs for just the North Segment or the South Segment, but not both the North Segment and the South Segment;

WHEREAS, the County intends to engineering design services for both the North Segment and the South Segment;

WHEREAS, the County intends to perform certain roadway improvements to either the North Segment or the South Segment, but not both the North Segment and the South Segment to ensure the improved road segment meets the requirements of Travis County Code Chapter 84, Unaccepted Substandard Roadway Specifications;

In this Agreement, the "Project" refers to engineering design services for both the North Segment and the South Segment and construction of roadway improvements to the South Segment;

WHEREAS, the County has determined that the Project meets the requirements of Travis County Code Section 84.007, Basic Eligibility Requirements of Unaccepted Substandard Road Criteria for Acceptance; and,

WHEREAS, the County and the Association desire to cooperate in and share the costs of developing and constructing the Project as permitted in Travis County Code Section 84.008(d) and provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. The Project.

(a) The Project consists of reconstructing the existing roadway on either the North Segment or the South Segment, but not both the North Segment and the South Segment, to meet all requirements of Travis County CHAPTER 84 UNACCEPTED SUBSTANDARD ROADWAY SPECIFICATIONS and includes the following features ("**Project Design Features**"):

- (1) Two (2) lane road with:
  - (A) right of way width depending on design requirements, but no less than fifty feet (50'), plus slope, sight, and drainage easements;
  - (B) road consisting of one (1) asphalt pavement section no less than twenty feet (20') wide from edge of pavement to edge of pavement, and the section including:
    - (i) two (2) ten feet (10') wide travel lanes; and,
    - (ii) minimum two (2') feet wide stabilized shoulders along each edge;
- (2) Pavement structure with a design life of twenty (20) years based on geotechnical engineering produced by the County.
- (3) Design speed of no less than twenty-five (25) miles per hour.
- (4) Temporary and permanent erosion and sedimentation controls.
- (5) Stormwater drainage system including but not limited to bar ditches, swales, channels, driveway and cross culverts necessary to convey the 25-year storm event without overtopping the roadway;

- (6) Guardrails and traffic control devices and markings, both during construction and permanent, as required by TXDOT's Manual of Uniform Traffic Control Devices and sound engineering principles and practices.
- (7) All necessary relocations or adjustments of utilities or other infrastructure, subject to payment or reimbursement by any person legally obligated to bear the cost of such costs relocations or adjustments.
- (8) Compliance with any applicable County policies, procedures, and requirements for acceptance of the Project for maintenance.

Notwithstanding the foregoing, Association and the County Executive of the County Transportation and Natural Resources Department may agree in writing to minor modifications of the Project Design Features depending on (i) unanticipated cost requirements, (ii) availability of County funds, (iii) Project design efficiencies, and/or (iv) other new information.

#### Section 2. Project Management.

- (a) The County shall be responsible for managing development of the Project.
- (b) The County's Project Manager will use best management practices to help ensure timely and satisfactory completion of the Project, including performing construction administration services, assuring the project scope is accurately defined and adhered to; identifying and planning for all obstacles to the completion of the Project; planning and conducting design and preconstruction conferences; monitoring and reporting on the design and construction schedules and budgets; monitoring and reporting on the design and construction quality; providing prior notice of major items of work during construction; otherwise coordinating among the Parties and other persons and entities involved in the Project on an ongoing basis; and, generally ensuring that the Project is satisfactorily completed on time and within budget (collectively, "**Project Manager Services**").
- (c) Upon request, the Association shall assist the County with initiating utility relocations or adjustments required to complete the Project. The County may use the funds provided by the Association as provided in Section 5, below, to pay for the costs of utility relocations or adjustments if the utility owner is not legally obligated to bear the cost of such relocations or adjustments.

#### Section 3. Project Engineering Services.

- (a) The County shall be responsible for completing the design and construction documents for both the North Segment and the South Segment. Upon request,

the Association shall provide engineering reports or site condition information that are available to the Association for the County's use at its discretion in the performance of all necessary engineering, including design, surveying, geotechnical, utility relocation coordination, and other engineering services for the Project

- (b) Engineering services and deliverables required to complete the Project with the required Project Design Features, include but are not limited to:
- (1) completed specific work product documents for review;
  - (2) final bid-ready plan sets and project manual with specifications ("**Final Plans and Specifications**");
  - (3) geotechnical report;
  - (4) engineer's opinion of construction costs and project schedule;
  - (5) record drawings (as-builts) for the final project within thirty (30) working days after completion of the construction of the Project;
  - (6) all required permits to start and complete Project;
  - (7) required tracts' schematic, and parcel drawings and right-of-way strip map for right of way and easement acquisitions;
  - (8) utility location and relocation planning and coordination;
  - (9) survey services with electronic and soft copy of survey on NAD 83 or as determined by the County;
  - (10) engineering and drainage study report;
  - (11) design calculations;
  - (12) electronic copy of above deliverables, where applicable (all drawings and e-files must be in a format compatible with County CADD applications and text documents must be in Microsoft Word format);
  - (13) complete project file within thirty (30) working days after completion of the construction of the Project; and
  - (14) any other service or producing any other deliverable necessary to complete the Project with the required Project Design Features, taking into consideration the customary requirements for projects of a similar nature as the Project or special requirements based on any unique aspects of the Project (collectively, "**Engineering Services and Deliverables**").
- (c) All Engineering Services and Deliverables shall meet customary professional standards applicable to the service or deliverable or the Project, based on the Project's nature and location and participants, and are subject to approval by the County based on compliance with this Agreement, cost effectiveness, sound engineering principles and practices, and applicable legal requirements. All Engineering Services and Deliverables are the property of the County.

#### Section 4. Designated Representatives.

- (a) The County and Association each designate the individual specified below ("**Designated Representative**") to represent them and to act on their behalf with respect to the subject matter of this Agreement. Each Designated

Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 11(d), below. Each Designated Representative may further designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Steven Manilla, P.E. (or successor), County Executive,  
Transportation and Natural Resources Department

Association: Allan Koh (or successor), Director of Roads for the Deer Creek  
Parks and Lakes Association

- (b) The Association will require its agents to report regularly to, and to cooperate and coordinate with, the County's Designated Representatives. Each Party will require its Designated Representative and agents to cooperate and coordinate with one another, including but not limited to meeting with and or reporting information to one another regarding any aspect of the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work products associated with the Project.

Section 5. Financial Obligations:

- (a) To fulfill Project requirements and help the County in meeting payment obligations the Association agrees to provide to the County cash or in-kind services at the not-to-exceed amount of \$30,000 of the construction costs to be used by the County at its discretion to complete roadway improvements to either the North Segment or the South Segment, but not both the North Segment and the South Segment.
- (b) Unless the Association's contribution is needed sooner by the County for costs identified in Section 6(b) of the Agreement, the Association shall provide its not-to-exceed cash contribution amount to the County within 60 days of receiving written notification of the County's determination of an acceptable bid for the Project.
- (c) The County shall place the Association's funds into an account established for the Project and manage the disbursement of the funds in accordance with County accounting standards.
- (d) The County shall return to the Association any unused Association funds within thirty days of completing a final accounting of the Project costs. The amount of unused funds, if any, to be returned to the Association will be based upon the Association's pro rata share of construction costs as determined by the

computation shown on Exhibit C, which is attached hereto and incorporated herein for all purposes.

- (e) If the Project is not initiated by the County, the Association's funds contributed for this Project less any amounts used by the County pursuant to Section 6(b) of the Agreement will be returned to the Association with interest accrued in accordance with the County's established practice.

Section 6. Real Property Interests.

- (a) The roadway improvements to the South Segment shall be constructed in public rights-of-way and/or easements ("**Real Property Interests**") conveyed to the County, or to another public entity acceptable to the County with a right of entry or license to allow construction of the roadway improvements to the South Segment.
- (b) Any additional right-of-way or easements required for drainage, slope stability, or to provide minimum sight distances shall be dedicated by the property owners to satisfy design conditions. The Association shall convey to the County by separate instruments the Real Property Interests that are owned or controlled by the Association. Upon request, the Association shall assist the County with acquiring the Real Property Interests from the owners of property not owned or controlled by the Association. The County may use the funds provided by the Association to pay closing costs, costs of document preparation, surveying, title insurance premiums, and title curative work. The Association shall provide its funds for these costs within 30 days of receiving a written request from the County.
- (c) The Association shall cause the Real Property Interests owned or controlled by the Association to be conveyed free of all liens, encumbrances, and title defects unacceptable to the County in its reasonable discretion, by deeds or other separate instruments acceptable to the County in its reasonable discretion.
- (d) If the County is unable to acquire the Real Property Interests not owned or controlled by the Association by December 31, 2014, the County may terminate this Agreement by written notice to Association. The County shall have no obligation to pay or reimburse the Association for any amount of its funds used under this Agreement if the Agreement is terminated.

Section 7. Construction Contract Procurement.

- (a) The County shall solicit bids for a contract to construct the Project using the standard competitive bidding requirements of the County. The South Segment will be deemed the primary segment and will be the base bid for the Project. The County will proceed to construct as much of the South Segment as possible without exceeding construction costs of \$120,000.

- (b) If the bid determined by the County to be the lowest responsive and responsible bid exceeds one hundred twenty thousand dollars (\$120,000.00) for construction of the Project, the County may reject all bids as excessive and solicit bids a second time ( the “**Agreed Limit**”). If bids are rejected as excessive, the County shall modify the Final Plans and Specifications employing value engineering principles in a manner designed to secure a lower bid, while still meeting applicable standards without impairing the functionality of the Project or violating sound engineering principles or practices or applicable legal requirements. Based on the modified Final Plans and Specifications, the County shall repeat the bid solicitation in an effort to secure a lower acceptable bid. If the second bid solicitation fails to produce an acceptable bid not exceeding the Agreed Limit, either the Parties may mutually agree to repeat the bid solicitation and value engineering process until an acceptable bid is received, or Association and County may choose to pay one hundred percent (100%) of the amount by which the lowest responsive and responsible bid exceeds the Agreed Limit in the agreed upon cost share proportions. If Association does not give written notice within thirty (30) days after receipt of bids exceeding the Agreed Limit, and the Parties have not mutually agreed to re-bid after further value engineering, or mutually agreed to increase their respective funding amounts, either of the Parties may elect to terminate this Agreement without further recourse. Any deadline in this Agreement affected by a value engineering and rebidding process shall be extended by the amount of time required for that process.
- (c) If County forces complete the Project the Parties agree to pay their pro-rata share of the County’s cost of construction, as determined by the computation shown in Exhibit C.

Section 8      Construction of the Project

- (a) Before the applicable date in subsection (c) for beginning construction of the Project, the Association will:
  - (1) cause to be conveyed or dedicated all the Real Property interests owned or controlled by the Association.
  - (2) deposit with the County the Association’s cash cost share amount
- (b) Before the applicable date in subsection (c) for beginning construction of the Project, the County will:
  - (1) present to the County Commissioners Court for approval the construction contract and a recommendation to accept the roadway improvements to the South Segment on to the County maintained roadway system.
  - (2) encumber the funds required to pay for the construction of the project

- (c) Subject to force majeure events and satisfaction of all conditions in this Agreement, construction shall commence on or before June 1, 2015 (the "**Construction Start Date**"), unless otherwise agreed in writing by the Association and the County Executive of the County Transportation and Natural Resources Department. If the County does not have sufficient funds for its obligation, the County's obligation is suspended until the County has sufficient funds. Subject to force majeure events and satisfaction of all conditions in this Agreement, the County shall cause the Project to be complete by December 31, 2015. If the County's obligation is suspended pursuant to this subsection (c) after the construction contract has been awarded, the County shall have no obligation to refund any Association funds. If the obligation is suspended before the construction contract has been awarded, Association funds may be kept in escrow for one year, and shall be refunded to the Association at the end of the one-year period if the County's obligation is still suspended, and may be utilized as contemplated herein if the suspension ends within the one-year period. If the Project is temporarily suspended but ultimately completed by the County, and if savings are realized when the Project is ultimately completed, the County shall refund to the Association the Association's pro-rata share of the savings.
- (d) Any modifications that would materially change the Final Plans and Specifications or the amount of the Construction Contract will be subject to the County's approval. If the County determines that, based on cost effectiveness, sound engineering principles and practices, or applicable legal requirements, it is not possible to complete the Project as described in Section 1, without modifications to the approved Final Plans and Specifications or the amount of the Construction Contract, the County will cause to be prepared any required changes to the Final Plans and Specifications and any required change orders to the Construction Contract.
- (e) The Association and the County Executive of the Transportation and Natural Resources Department may agree in writing to an increase or decrease in the scope of the Project to account for any cost savings or cost increases or other factors beyond the Parties' control, and both parties shall not unreasonably withhold, condition, or delay any required consent to such increases or decreases provided they do not exceed ten percent (10%) of said budget.

Section 9 County Inspection. The County shall observe and inspect all work done and materials furnished at times and places and using procedures determined by the County.

Section 10 Liability. The construction contractor shall be required to provide workers compensation insurance and general liability insurance in the form and amounts acceptable to the County in its sole discretion.

Section 11 Miscellaneous.

- (a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified with copies as noted below:

County: Steven M. Manilla, P.E. (or successor)  
County Executive, TNR  
P.O. Box 1748  
Austin, Texas 78767

David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 291.351

Association: Allan Koh, Director of Roads (or successor)  
17306 Lake Wood Circle  
Dripping Springs, Texas, 78620

- The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period will be extended to the next business day.
- (b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (c) This Agreement contains the complete and entire Agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties.
- (d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of the County.
- (e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

- (f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act or conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (g) Before attempting to terminate this Agreement for default, the Party alleging the default shall notify the other Parties in writing of the nature of and the means of curing the default. No Party may terminate this Agreement without providing the defaulting Party a reasonable amount of time to cure the default. The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- (h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Travis County, Texas.
- (i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (j) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights or remedies under or by reason of this Agreement.
- (k) This Agreement is effective upon execution by the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.
- (l) When mediation is acceptable to both parties in resolving a dispute arising under this License Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity.

**ASSOCIATION:**

**COUNTY:**

By:     Allan Koh    

By: \_\_\_\_\_

Allan Koh  
Director of Roads

Samuel T. Biscoe  
Travis County Judge

Date:     September 17th, 2013    

Date: \_\_\_\_\_

## EXHIBIT C

### Computation of Deer Creek Ranch Parks and Lakes Association's pro rata cost

The calculation of the Association's Not-to-Exceed Cost is based on the County's estimate of the total construction cost for the Project (\$120,000) and the Association's pro rata financial share of the Project (25.00%):

Association's Not-to-Exceed Cost = \$120,000 x (Association's pro rata share of the Project 25.00%) = \$30,000

Upon completion of the construction of the Project, the actual construction cost of the Project will be determined and used to compute the Association's actual pro rata cost. If the Association's actual pro rata cost is less than \$30,000, the difference shall be released to the Association.

The formula for calculating the Association's actual pro rata cost is as follows:  
Actual construction cost of the Project x Association's pro rata financial share =  
Association's actual pro rata cost

The formula for calculating the amount of any unused funds, if any, to be returned to the Association is as follows:

Association's Not-to-Exceed Cost minus Association's actual pro rata cost equals amount to be returned.

PETITION TO THE TRAVIS COUNTY COMMISSIONERS COURT

FOR THE INCLUSION OF \_\_\_\_\_

IN THE TRAVIS COUNTY

UNACCEPTED SUBSTANDRD ROAD PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY:

WE, THE UNDERSIGNED PROPERTY OWNERS, who own the majority of the linear feet of the property abutting the right-of-way of \_\_\_\_\_, an existing road or street, which has been dedicated to the public by (\_\_\_\_) plat, (\_\_\_\_) separate dedicatory instrument, or (\_\_\_\_) other legal means (the "Road"), dated December, 20 12, hereby petition the Commissioners Court for the inclusion of the Road in the Travis County Unaccepted Substandard Road Program. If the road has been dedicated by other legal means, please set forth the facts of such dedication (use additional pages, if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It is understood and agreed that:

- (1) the Travis County Unaccepted Substandard Road Program is not a road construction program, but is instead a program to improve existing unaccepted substandard roads to Travis County standards for acceptance for maintenance.
- (2) the Owners of property along the Road will be required to dedicate any and all additional right-of-way and easements needed to accommodate the Road improvements at no cost to the County and free and clear of any and all liens, conditions, or restrictions.
- (3) the Owners must sign all easement and/or right-of-way dedication documents and return the documents to Travis County Transportation and Natural Resources ("TNR") within ninety days of receiving the documents from TNR or the Road will be withdrawn from consideration for the then current year's Program.
- (4) the Road must connect to an existing road or highway maintained by a public entity.
- (5) no person or entity may own or control (financially or legally) 35% or more of the linear feet of roadway frontage.
- (6) the number of developed lots must exceed 25% of the total lots within subdivision.

- (7) dead-end streets shall terminate in a cul-de-sac with a minimum ROW radius of 40 feet or a hammerhead turnaround.
- (8) any and all significant private improvements must be removed from the existing or proposed right-of-way to the satisfaction of the Executive Manager of Travis County TNR at the sole cost and expense of the owner of the private improvement and at no expense to the County.
- (9) the Owners may cost participate in the improvement of the Road by direct payment to the County, by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or otherwise by agreement of the Commissioners Court. *as in the Wells Branch Project*
- (10) the Owners must obtain a statement from all of the utility service providers with utility lines in the existing or proposed right-of-way indicating that the utility service provider shall relocate utilities located within the public right-of-way at their expense, if relocation of the utility is required to construct the Road improvements.
- (11) the Road will be prioritized within the Program on the basis of:
  - (1) the percent of cost voluntarily borne by the property owners;
  - (2) the number of eligibility criteria met;
  - (3) the cost per resident;
  - (4) whether the Road links the publicly maintained roadway system;
  - (5) when the petition was received.

If applicable, the Owners propose to cost participate by ( ) direct payment to the County, ( ) by road assessments as set forth in Section 82.402 of the Travis County Policies and Procedures Manual, or ( ) otherwise by agreement of the Commissioners Court.

SUBMITTED TO THE COMMISSIONERS COURT BY THE BELOW NAMED OWNERS OF LAND ABUTTING THE ROAD AND EXECUTED ON THE DATES INDICATED BELOW WITH AN ADDITIONAL NOTATION INDICATING IF THE ROADWAY PROVIDES THE SOLE MEANS OF ACCESS TO THEIR RESIDENCE.

①	<u>SCOTT DONALDUE</u> (Print Name)	<u><i>Scott Donaldue</i></u> (Signature)	<u>12/9/12</u> (Date)
②	<u>Kelli Patrick</u> (Print Name)	<u><i>Kelli Patrick</i></u> (Signature)	<u>12-9-12</u> (Date)
③	<u>JEREMY KENNEDY</u> (Print Name)	<u><i>[Signature]</i></u> (Signature)	<u>12-9-12</u> (Date)

4

Katherine & Tony Vitela Katherine M. Vitela 12.8.12  
(Print Name) (Signature) (Date)

5

Hannah Myers Hannah B. Myers 12/8/12  
(Print Name) (Signature) (Date)

6

Monica Osburn Monica Osburn 12/8/12  
(Print Name) (Signature) (Date)

7

Vicki Lynch Vicki Lynch 12/8/12  
(Print Name) (Signature) (Date)

8

Patrice Carter Patrice Carter 12/9/12  
(Print Name) (Signature) (Date)

9

Marian Issendorf Marian Issendorf 12/9/12  
(Print Name) (Signature) (Date)

10

Archie Cheatham Archie Cheatham 12/10/12  
(Print Name) (Signature) (Date)

11

Zach Danz Zach Danz 12/10/12  
(Print Name) (Signature) (Date)

12

Sandra McCune Sandra McCune 12/10/12  
(Print Name) (Signature) (Date)

13

Charles Graves Charles Graves 12-12-12  
(Print Name) (Signature) (Date)

14

Georgia Prosser Georgia Prosser 12/12/12  
(Print Name) (Signature) (Date)

15

Chad Wicks Chad Wicks 12/13/12  
(Print Name) (Signature) (Date)

16

Peter A. Gillespie Peter A. Gillespie 12/15/12  
(Print Name) (Signature) (Date)

17

Rafael Vega Rafael Vega 12/15/12  
(Print Name) (Signature) (Date)

18

Lucas Bryer Lucas Bryer 12/15/12  
(Print Name) (Signature) (Date)

19

Lisa Errico-Sharp Lisa Sharp 12/17/12  
(Print Name) (Signature) (Date)

20

Nicole Trojcek  
(Print Name)

Nicole Trojcek  
(Signature)

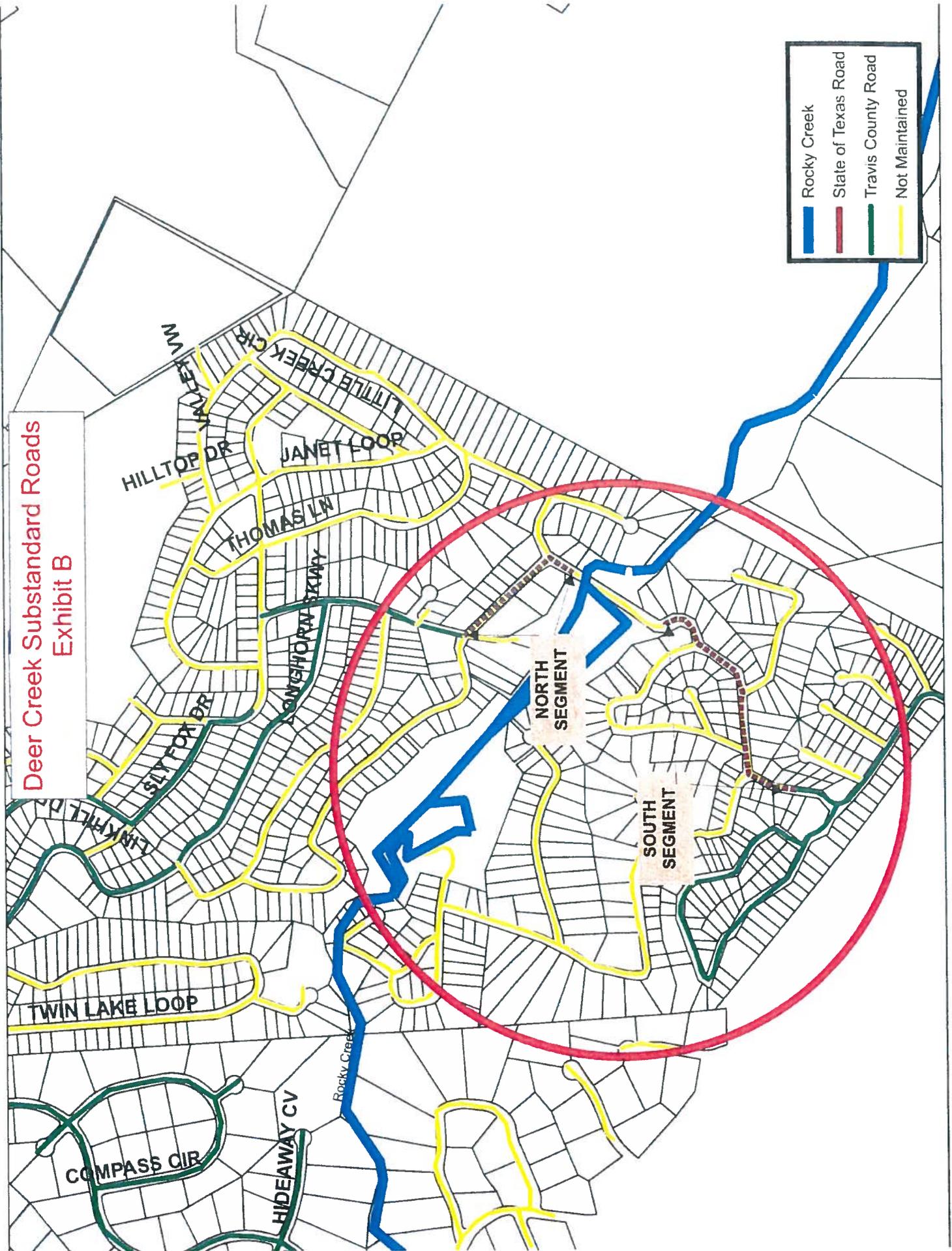
12-17-12  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Deer Creek Substandard Roads  
Exhibit B





## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By:** Stacey Scheffel, Permits Program Manager

**Phone #:** (512) 854-7565

**Division Director/Manager:** Anna Bowlin, Division Director of Development Services and Long Range Planning

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

A handwritten signature in blue ink, appearing to read "Steven M. Manilla".

**AGENDA LANGUAGE:** Consider and take appropriate action on a request for a variance to county on-site sewage facility regulations to allow a second single family residence to be placed on less than two acres at 12606 Mistletoe Trail in Precinct Three.

### **BACKGROUND/SUMMARY OF REQUEST:**

The owners of the property at 12606 Mistletoe Trail wish to install a second single family residence on the 1.02 acre property. In order to do so, there must be one acre per single family residence to meet the subdivision requirements of Travis County Code Chapter 48. The proposed on-site sewage facility (OSSF) would otherwise meet all other aspects of the current standards.

### **STAFF RECOMMENDATIONS:**

TNR staff recommends that the variance be granted.

### **ISSUES AND OPPORTUNITIES:**

In June 2000, the Travis County Commissioners Court adopted rules for OSSF; also referred to as septic systems. The rules included minimum lot size requirements of one acre per dwelling in most areas of the county. The intent of the rule was to protect the public health and the environment. Due to the predominance of poor soil conditions, steep slopes, ground water, and the demand for larger homes, more area is required to install or replace an OSSF. In addition, the reduced density of OSSF was intended to protect the trinity and other environmentally sensitive aquifers. In the next updated rule, staff will be recommending that the Court change the minimum lot sizing requirements to a maximum of 600 hundred gallons per day per acre of effluent requirement for subdivisions. The proposal for 12606 Mistletoe Trail is for a total of 420 per day per acre.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

Location Map

Site Plan

Variance Request

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

**CC:**

Rodney Sherrill	OSSF Engineer	TNR	(512) 854-7581

**AB:SS:ss**

**1101 - Development Services Long Range Planning - 1705**



**Conner Wastewater Design, Inc.**  
 Registered Sanitarian #1061  
 Site Evaluator #OS7431  
 769 Boggy Creek Road  
 Lockhart, Texas 78644  
 (512) 376-2933

**OWNER:** Mr. Paul Alvarez  
 12606 Mistletoe Trail  
 Manchaca, Texas 78652  
 Arroyo Doble Sub. Div. - Lot #7D - Blk. B - 1.03 Acre

**Quick4™ Standard Infiltrator Chambers OSSF**

North

SCALE: 1 inch = 40 feet

**LEGEND**

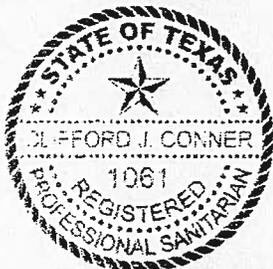
- A - Two-way Cleanouts
- B - Supply Lines from Stubouts to Tank  
- Sch. 40 - 3 in. or 4 in.
- C - 1250 gal. 2/C Septic Tank
- D - Supply Line from Tank to Chambers  
- Sch. 40 - 3 in. or 4 in.
- E - Connections to End-Plates
- F - Infiltrator Chambers (80) total  
- 34 in. W x 48 in. L x 12 in. H  
- 20 Chambers total in 4 Lines  
- 80 x 4 ft. = 320 ft. total length
- G - Water Line
- H - Water Meter
- I - Profile Holes

240 gpd + 180 gpd = 420 gpd total  
 420 gpd / 0.20 = 2100 sq. ft.  
 2100 sq. ft. / 5 = 420 ft. of Laterals  
 Using Infiltrator chambers allows 25% reduction  
 2100 sq. ft. / 5 x .75 = 315 ft. of 4 ft. Chambers  
 315 / 4 ft. = 78.75 Quick4™ Standard Chambers

{ No part of this Lot is in a  
 25-year floodplain. }

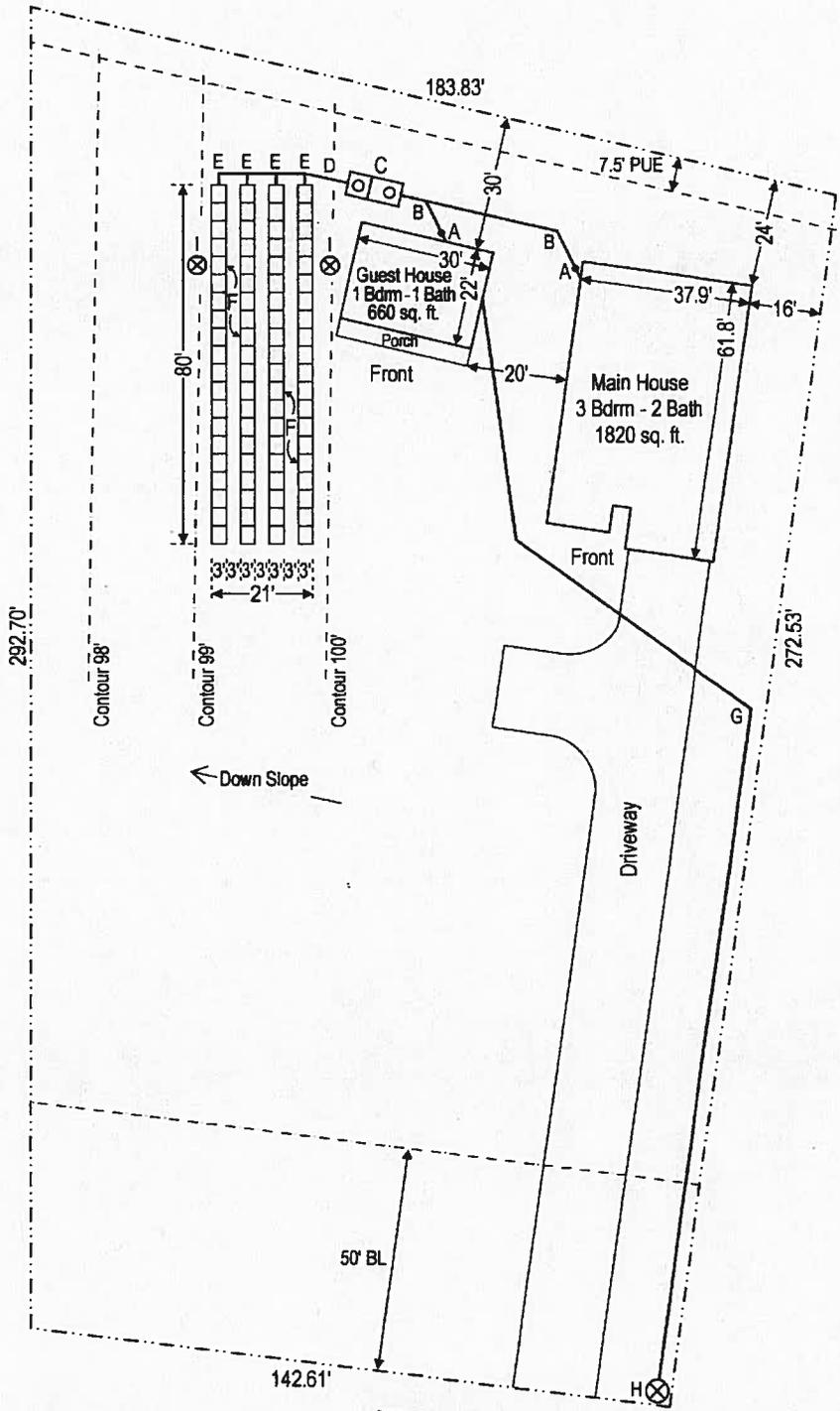
{ No part of the disposal area is  
 within 10 ft. of potable Water Lines. }

{ Installer must comply with  
 all clearance requirements. }



*Clifford J. Conner*

R. S. #1061  
 OS7431



**Mistletoe Trail**

**REQUEST FOR VARIANCE**

Date: 08/01/2013

To: Travis County Building Permits

Mr. Jonathan Haynie

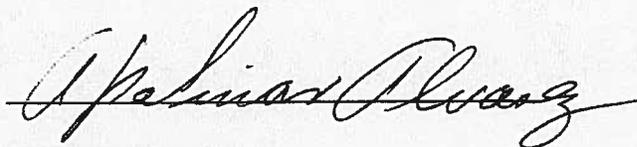
From: Paul & Josephine Alvarez

Owners of 12606 Mistletoe Trail

Lot D, Block B

Dear Mr. Haynie,

Re: We are applying for a building permit to construct our home on this lot and request a variance to build a permanent accessory building that will be used as a guest house for family members and friends. It will be built to one side of the main house structure, on the same lot. We understand that this property will never be subdivided. The structure will be built in compliance with Travis County building restrictions. We are grateful for your consideration.



Apoinar Alvarez



Josephine Alvarez



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By:** Paul Scoggins, Engineer Specialist **Phone #:** (512) 854-7619

**Division Director/Manager:** Anna Bowlin, Division Director of Development Services and Long Range Planning

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a request to authorize the filing of an instrument to vacate a 5 foot wide public utility easement located along the south side lot line of Lot 137 of Apache Shores, First Installment – Precinct Three.

### **BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to authorize the filing of an instrument to vacate a 5 foot wide public utility easement (PUE) located along the south side lot line of Lot 137 Apache Shores, First Installment. The easement is dedicated per plat note. The subject lot fronts on Brass Buttons Trail, a street maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easement. Staff foresees no opposition to this request.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As of this memo, staff has not received any inquiries in regards to this request. As such, TNR staff recommends the request.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter the owner of the property would like to build a garage on the existing slab, which encroaches in the subject easement. Vacating the easement will allow him to move forward with his plans and remedy the encroachment issue.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

**CC:**

Stacey Scheffel	Permits Program Manager	TNR	(512) 854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - Apache Shores, First Installment**

**ORDER OF VACATION**

**STATE OF TEXAS** §

**COUNTY OF TRAVIS** §

WHEREAS, the property owners request the vacation of a five foot wide public utility easement located along the south side lot line of Lot 137 of Apache Shores, First Installment as recorded at Volume 43, Page 29 of the Real Property Records of Travis County, Texas;

WHEREAS, the utility companies known to be operating in the area have indicated they have no need for the public utility easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on October 22, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility easement located along the south side lot line of Lot 137 of Apache Shores, First Installment, as shown and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER BRUCE TODD  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR



EXHIBIT

PARTIAL RELEASE OF EASEMENTS

**FIELD NOTES FOR OF A PORTION OF EASEMENTS THAT HAVE A TOTAL WIDTH OF TEN FEET, BEING FIVE FEET WIDE ON EACH SIDE OF THE DIVIDING LINE OF LOTS 137 AND 138, OF APACHE SHORES FIRST INSTALLMENT, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 43 PAGE 29, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 137 BEING CONVEYED TO RONALD C. ROCHE BY DEED OF RECORD UNDER DOCUMENT NUMBER 201200924 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 138 BEING QUIT CLAIMED TO CATHERINE RENEE NORTHUP BY DEED OF RECORD IN VOLUME 12580 PAGE 647, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID EASEMENTS ARE DEDICATED BY STATEMENT ON THE PLAT OF APACHE SHORES FIRST INSTALLMENT AND DEDICATED IN THE DECLARATION OF COVENANTS RECORDED IN VOLUME 3554 PAGE 200, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, THE EASEMENTS AS DEDICATED ON THE PLAT, ARE DESCRIBED AS "FIVE FEET WIDE UTILITY EASEMENTS RETAINED ALONG THE SIDES OF EACH LOT", THE EASEMENTS AS DEDICATED IN THE DECLARATION OF COVENANTS ARE DESCRIBED AS "FIVE FEET WIDE UTILITIES AND DRAINAGE EASEMENTS ALONG THE SIDE LINE OF EACH AND EVERY LOT", THE PERIMETER OF THE PART OF THE ABOVE SAID EASEMENTS THAT IS TO BE RELEASED IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a ½" diameter iron rod with a plastic cap stamped Tri-Tech set at the Southeast corner of the above said Lot 137, same being the Northeast corner of the above said Lot 138, said iron rod is in the West margin of Brass Buttons Trail, same being the East line of a ten feet wide utility easement which is dedicated by a statement on the subdivision plat of Apache Shores, First Installment, said iron rod is also in the East line of the a 10 feet wide drainage and utility easement located along the front lines of each lot as reserved in the above said Declaration of Covenants;

**THENCE** N88°28' W, along the common dividing line of said Lot 137 and Lot 138, for a distance of 10.00 feet to a point in the East line of the herein described easement area to be released, said East line is also the West line of the above said 10.00 feet wide drainage and utilities easements;

**THENCE** S01°32'W, entering Lot 137 along the East line of the herein described portion of the easements to be released, same being the West line of the above said 10.00 feet wide drainage and utilities easements along the front lines of each lot, for a distance of 5.00 feet to the Southeast corner and the **PLACE OF BEGINNING** hereof;

**THENCE** N88°28'W, over and across a portion of said Lot 137, along the South line of the herein described easements to be released, for a distance of 111.50 feet to the Southwest corner hereof,

**THENCE** N01°32'E, along the West line of the herein described easement to be released, same being the East line of a six feet wide drainage and utility easement along the rear lines of all lots as reserved in said Declaration of Covenants, passing at 5.00 feet the dividing line of said Lot 137 and Lot 138, and continuing for a total distance of 10.00 feet to the Northwest corner hereof;

**THENCE** S88°28'E, along the North line of the easements to be released, over and across a portion of Lot 138, for a distance of 111.50 feet to the Northeast corner hereof, said Northeast corner lies in the West line of the above said 10.00 feet wide drainage and utilities easements retained along the front lines of each lot;

**THENCE** S01°32'W, along the East line of the herein described portion of the easements to be released, same being the West line of the above said "10.00 feet wide easements retained along the front lines of each lot", passing the dividing line of said Lots 138 and 137, at 5.00 feet and continuing for a total distance of 10.00 feet returning to the **PLACE OF BEGINNING** and containing 1,115 square feet of land, more or less.

SEE ACCOMPANYING ILLUSTRATION



David Bell  
Registered Professional Land Surveyor No. 3994  
JOB # AUS344-07

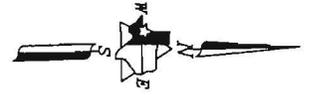
8-16-13

Date

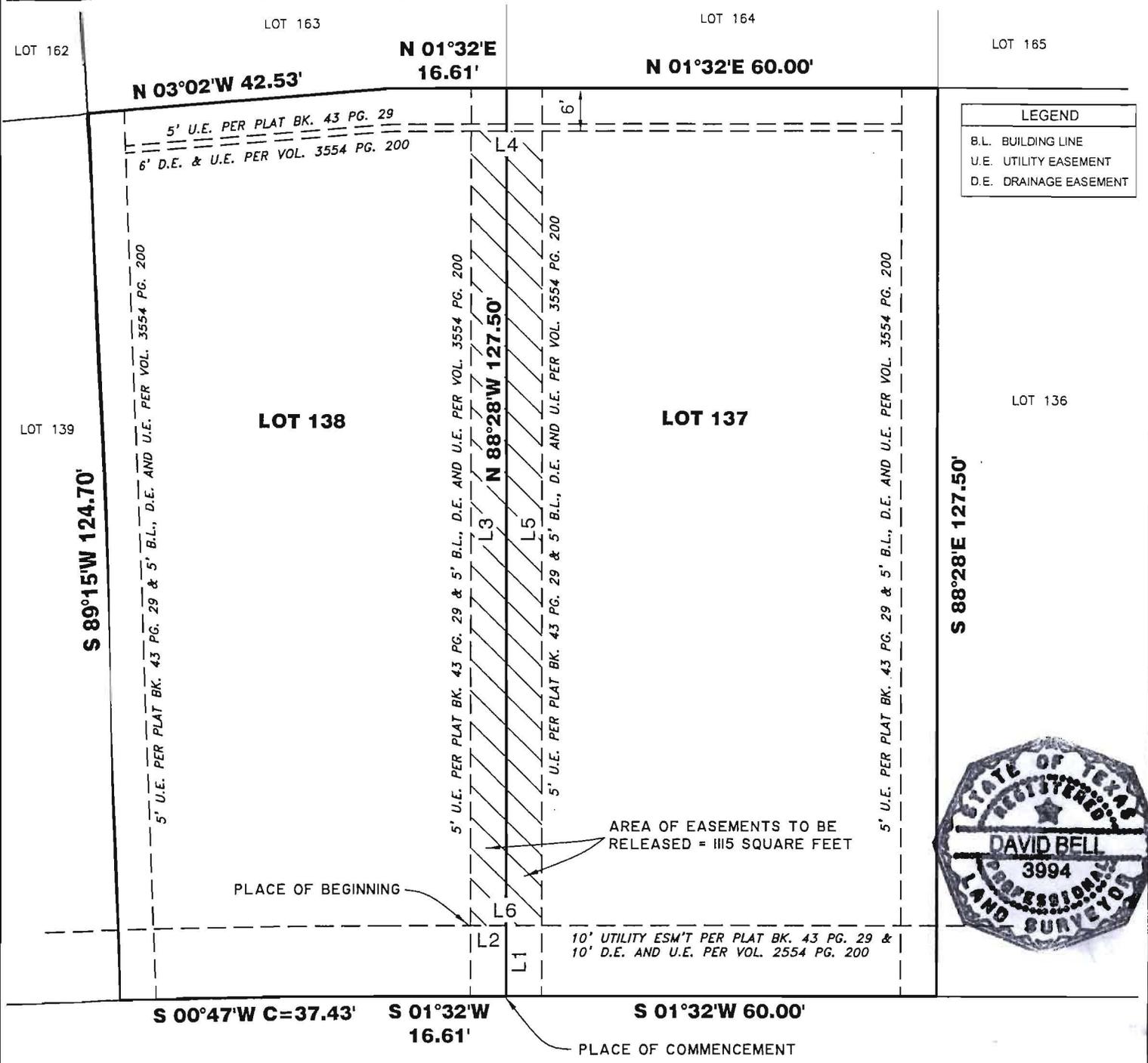


SKETCH TO ACCOMPANY  
METES AND BOUNDS

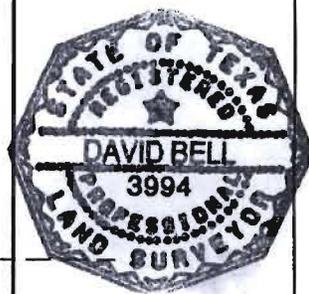
SCALE 1"=20'



Course	Bearing	Distance
L1	N 88°28' W	10.00'
L2	S 01°32' W	5.00'
L3	N 88°28' W	111.50'
L4	N 01°32' E	10.00'
L5	S 88°28' E	111.50'
L6	S 01°32' W	10.00'



LEGEND	
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT



**BRASS BUTTONS TRAIL (50' R.O.W.)**

COPYRIGHT 2013 TRI-TECH SURVEYING COMPANY, L.P.

Use of this survey for any other purpose or other parties shall be at their risk and undersigned is not responsible to others for any loss resulting therefrom.

Dated this the 16th day of August, 2013

Job No. AUS-344-07

**TRI-TECH SURVEYING COMPANY, L.P.**  
Formerly Point-Line Services, Inc.  
Formerly D. Seelig Land Surveyors, PC  
Formerly Brandt Surveying, PC

WWW.SURVEYINGCOMPANY.COM  
3802 Manchaca Road Austin, Texas 78704  
Phone: (512) 440-0222 Fax: (512) 440-0224  
Phone: (512) 339-0808

DAVID BELL, R.P.L.S. 3994

**Ronald C. Roche, P.E.**



3108 Brass Buttons Trails  
Austin, Texas 78734  
(713) 775-4715  
rrocherr@yahoo.com

---

8/28/2013

Paul Scoggins  
Travis County  
Transportation and Natural Resources  
700 Lavaca Street  
PO Box 1748  
Austin, Tx. 78767

Re: Vacating Public Utility Easement for Lot 137

Mr. Scoggins:

I am requesting to Vacate the five (5) foot Public Utility Easement on the South side for Lot 137 in order to build a garage on the slab that has been there for over twenty five (25) years undeveloped. The slab is 3-1/2 inches off of the property line of the south end of Lot 137.

I have received releases from the other utility companies and now need one from Travis County. Please review all of the supporting documents in order to obtain your release.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ronald C. Roche".

Ronald C. Roche, P.E.  
E-mail: rrocherr@yahoo.com



Pl ✓ 1105  
Bank of Amer.

Reviewed by: CK  
Plu3



### TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734  
• Phone (512) 266-1111 • Fax (512) 266-2790

#### UTILITY EASEMENT RELEASE APPLICATION

Date: 7-10-09

A release of the following utility easement(s) is hereby requested.  
( \$25.00 fee is required )

Property  
Address:

3110 Brass Buttons Trail

Legal Description:

Apache Shores First Installment  
Lot 137

A plat drawing with the easement highlighted must accompany  
this application.

Applicant Name:

Catherine R. Roche

Address:

3108 Brass Buttons Trl.  
Austin, TX. 78734

Reason for Request :

would like to finish building  
the garage (slab was there when I purchased  
the property)

Water District 17 DOES NOT have a need for an easement on the property as described in  
the accompanying document. The easement(s) is (are) hereby released.

Water District 17 DOES have a need for an easement on the property as described in the  
accompanying document. A description of the required easement is attached.

Deborah S. Gernes

Signature Date

Deborah S. Gernes

Printed Name

General Manager

Title

Please return this completed form to:

Catherine Roche

Name

Phone: 512-797-7767

3108 Brass Buttons Trl.

Fax:                     

Address

Austin, TX. 78734

City/State/Zip





**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH P. GIEBELMAN, EXECUTIVE MANAGER**

411 West 13th Street  
Executive Office Building, 11th Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-0000  
FAX (512) 854-4887

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 3110 Brass Buttons Trail (address) and/or Apache shores First Installment Lot 137 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

**STATEMENT**

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Request approved only between the 5' Public Utility Easement along the rear and the 10' Public Utility Easement along Brass Buttons Trail.

Judith E. Fowler  
Signature  
JUDITH E. FOWLER  
Printed Name  
PROCESS MANAGER  
Title  
AUSTIN ENERGY  
Utility Company or District  
9/12/07  
Date

Please return this completed form to:

Cathie Roche (2649469)  
Name  
3108 Brass Buttons Trail  
Address  
Austin, Texas 78734  
City/State/Zip



**SOUTHWESTERN BELL TELEPHONE COMPANY**

**RELEASE OF EASEMENT**

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTOR, AND Catherine Roche, GRANTEE*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lot 137, Apache Shores, First Installment, Deed of record in Volume 12580, Page 647, Property Records of Travis County, Texas

Said land of GRANTEES being subject to:

Public utility easement recorded in Volume 43, Page 29, Plat Records of Travis County, Texas,

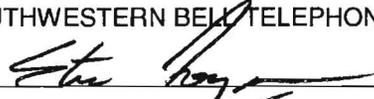
The portion of said easement to be hereby released is described as follows:

*The 5 foot PUE on the South property line of said Lot 137, described above, adjacent to the common property line of Lot 138, of said Subdivision,*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 10<sup>th</sup> day of JULY, 2009.

SOUTHWESTERN BELL TELEPHONE COMPANY



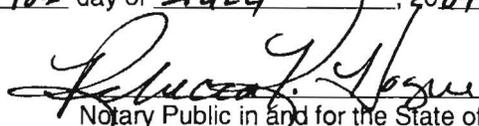
Name : STEVE FOUGERON

Title: MANAGER ENGINEERING DESIGN

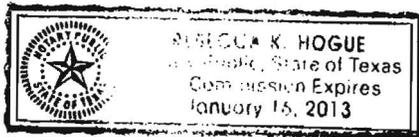
THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 10<sup>th</sup> day of JULY, 2009.



Notary Public in and for the State of TEXAS  
My Commission Expires JAN. 13, 2013



Nancy LeMieux

512-266-3910

p.3



**TRANSPORTATION AND NATURAL RESOURCES**

**JOSEPH R. GEBELMAN, EXECUTIVE MANAGER**

411 West 13th Street  
Executive Office Building, 11th Floor  
R.D. Box 1768  
Austin, Texas 78767  
(512) 254-0203  
FAX (512) 254-4887

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 3110 Brass Buttons Trail (address) and/or Apache shores First Installment Lot 137 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement, your prompt reply is requested.

**STATEMENT**

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Laurie Schumpert

Signature

Laurie Schumpert

Printed Name

Designer

Title

Time Warner Cable - Austin

Utility Company or District

September 4, 2007

Date

Please return this completed form to:

Cathie Roche

Name

3108 Brass Buttons Trail

Address

Austin, Texas 78734

City/State/Zip



## TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive  
700 Lavaca Street 7<sup>th</sup> Floor  
Travis County Administration Building  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

### AFFIDAVIT OF POSTING

**TO: County Judge  
County Commissioners  
Travis County, Texas**

A Public Notice of Vacation sign for a five foot wide public utility easement was posted on September 28, 2013, along the east ROW line of Brass Buttons Trail at the common lot line of Lots 137 and 138 of Apache Shores, First Installment at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 1 DAY OF October, 2013.

SIGNATURE: Jaime Garcia  
NAME (PRINT): Jaime Garcia  
TITLE: TNR/RFB Supervisor

cc: Garcia (sign shop)

C:\Users\GarciaJ\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\AJBA03JB\SignReque:



**NOTICE OF  
PUBLIC HEARING**

OCTOBER 22, 2013, AT 9:00 AM  
PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF A FIVE  
FOOT WIDE PUBLIC UTILITY EASEMENT  
LOCATED ALONG THE SOUTH SIDE LOT  
LINE OF LOT 137 OF APACHE SHORES,  
FIRST INSTALLATION, A SUBDIVISION  
IN PRECINCT THREE.

A HEARING WILL BE HELD AT  
THE TRAVIS COUNTY  
COMMISSIONER'S COURTROOM  
700 LAVACA ST., AUSTIN, TEXAS  
FOR MORE INFORMATION CALL 854-9383

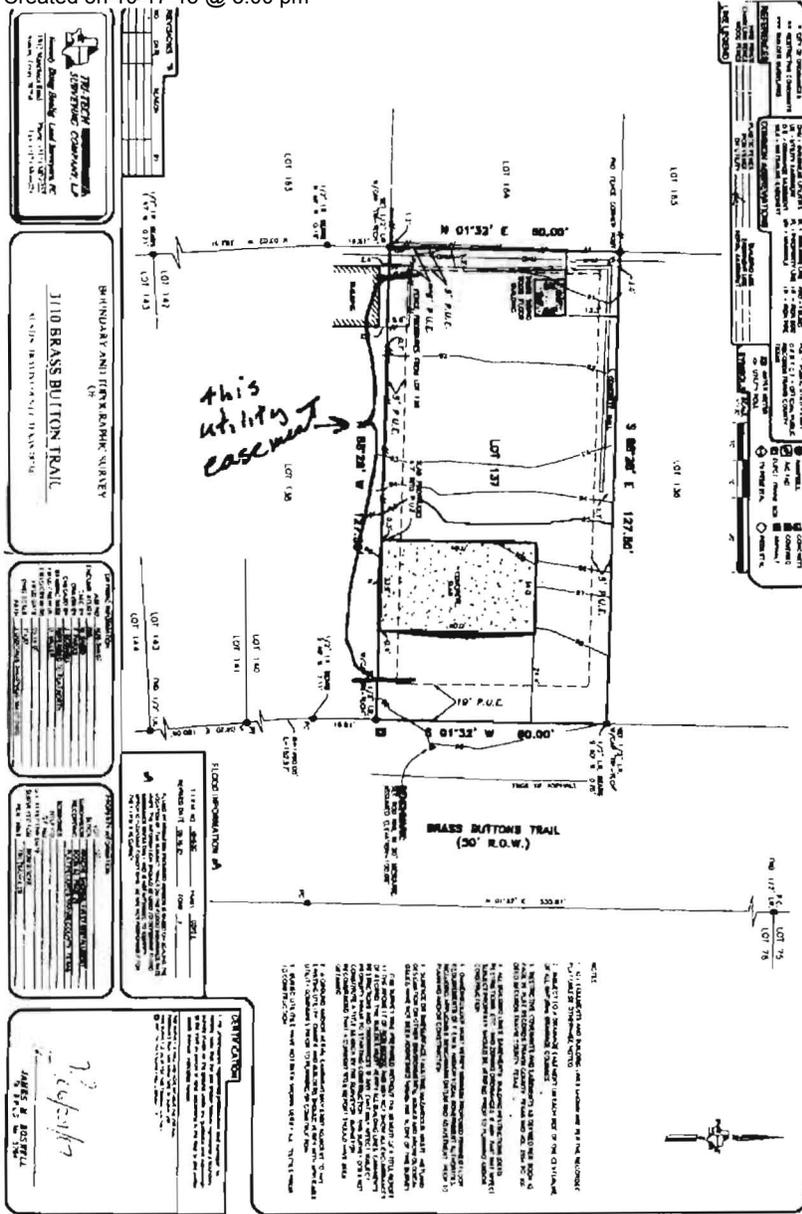


# **NOTICE OF PUBLIC HEARING**

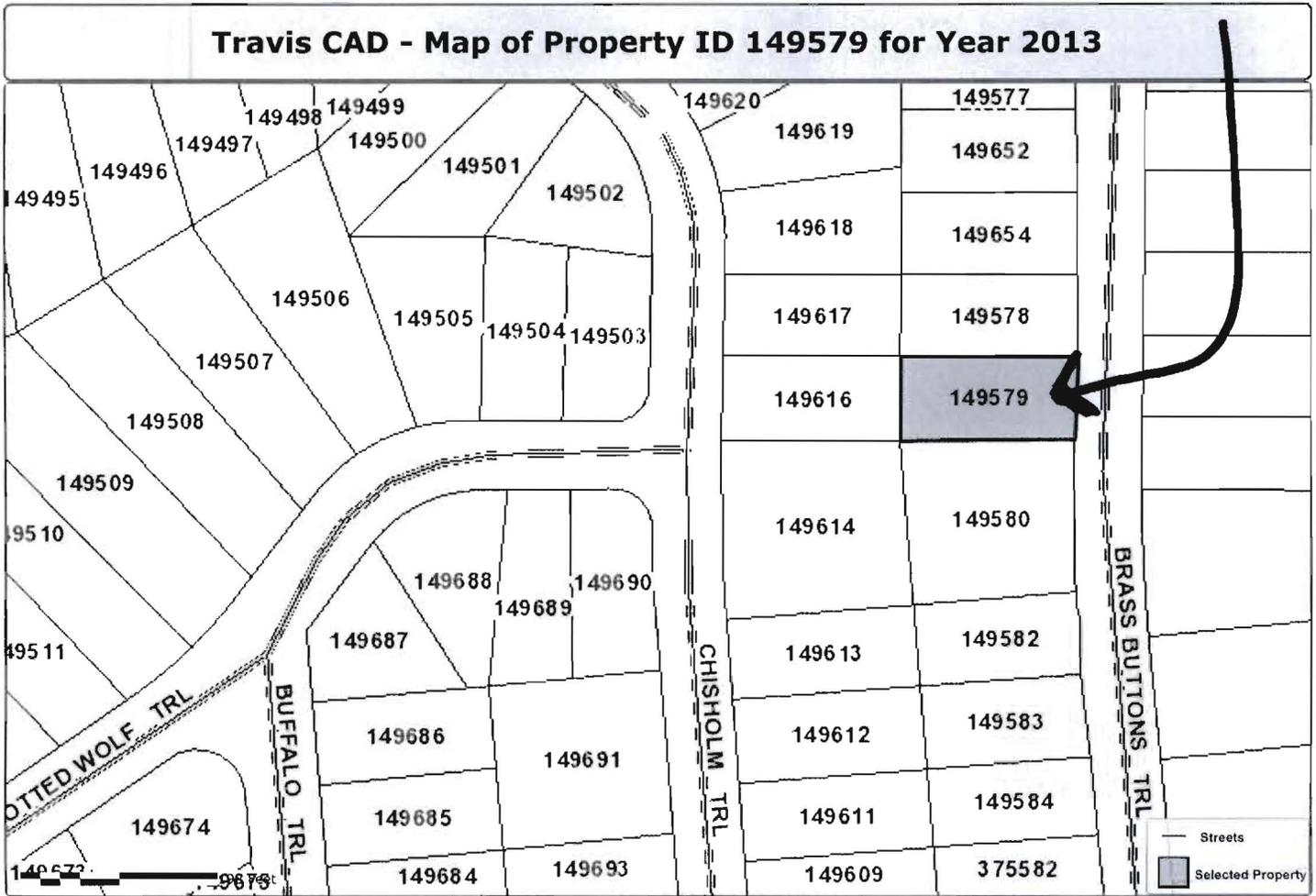
**OCTOBER 22, 2013, AT 9:00 AM  
PUBLIC UTILITY EASEMENT VACATION**

**TO APPROVE THE VACATION OF A FIVE  
FOOT WIDE PUBLIC UTILITY EASEMENT  
LOCATED ALONG THE SOUTH SIDE LOT  
LINE OF LOT 137 OF APACHE SHORES,  
FIRST INSTALLATION. A SUBDIVISION  
IN PRECINCT THREE.**

**A HEARING WILL BE HELD AT  
THE TRAVIS COUNTY  
COMMISSIONERS COURTROOM  
700 LAVACA ST, AUSTIN, TEXAS  
FOR MORE INFORMATION CALL 854-9383**



3110 Brass Buttons Trail



**Property Details**

**Account**  
 Property ID: 149579  
 Geo ID: 0147550318  
 Type: Real  
 Legal Description: LOT 137 APACHE SHORES FIRST INSTALLMENT

**Location**  
 Situs Address: 3110 BRASS BUTTONS TRL TX  
 Neighborhood: APACHE SHORESS(Obssolete-MERGED INTO R4120)  
 Mapsco: 490R  
 Jurisdictions: 0A, 03, 07, 2J, 52

**Owner**  
 Owner Name: ROCHE RONALD C  
 Mailing Address: , 3108 BRASS BUTTONS TRL, , AUSTIN, TX 78734-2406

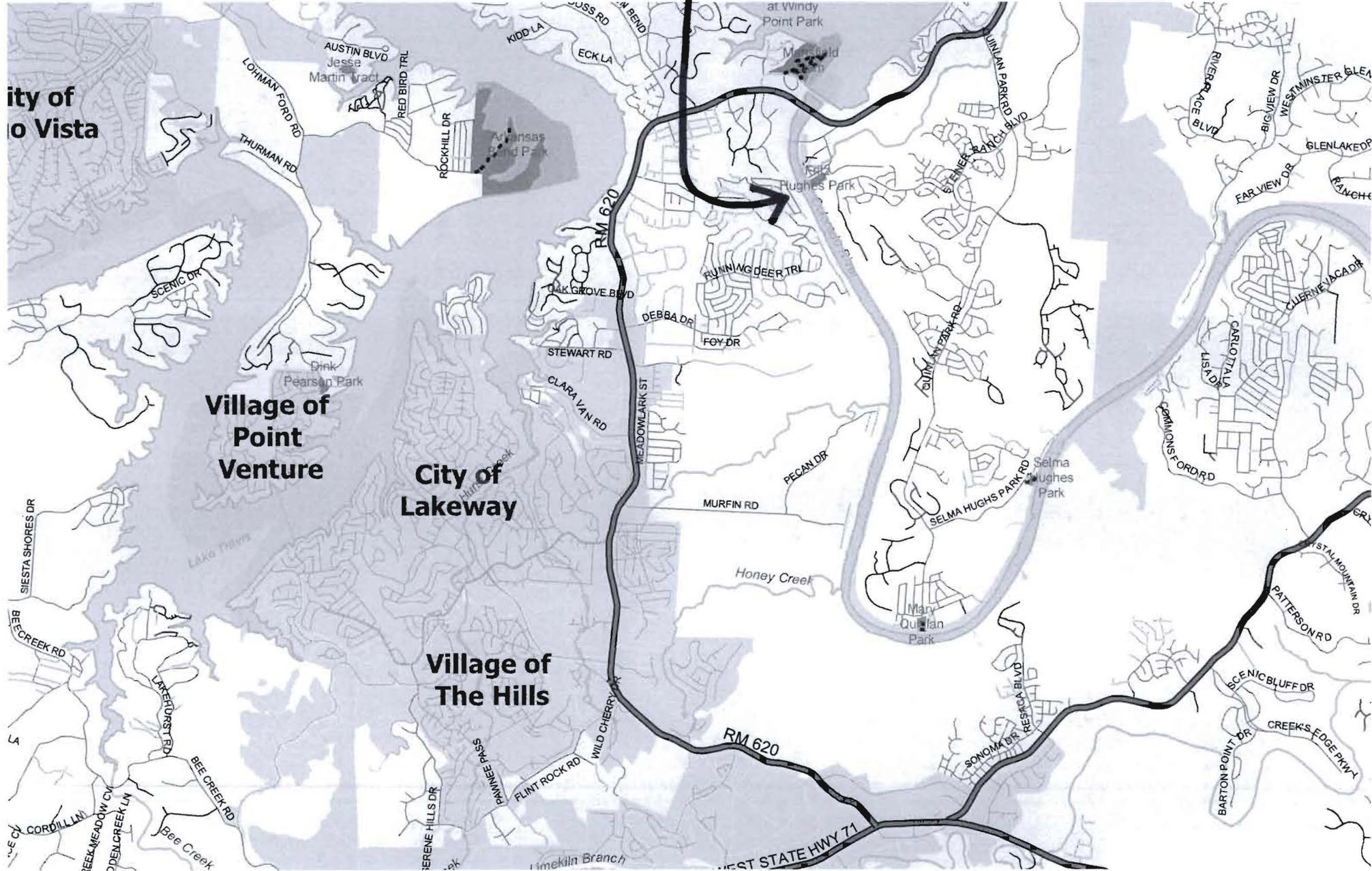
**Property**  
 Appraised Value: \$28,506.00

<http://propaccess.traviscad.org/Map/View/Map/1/149579/2013>

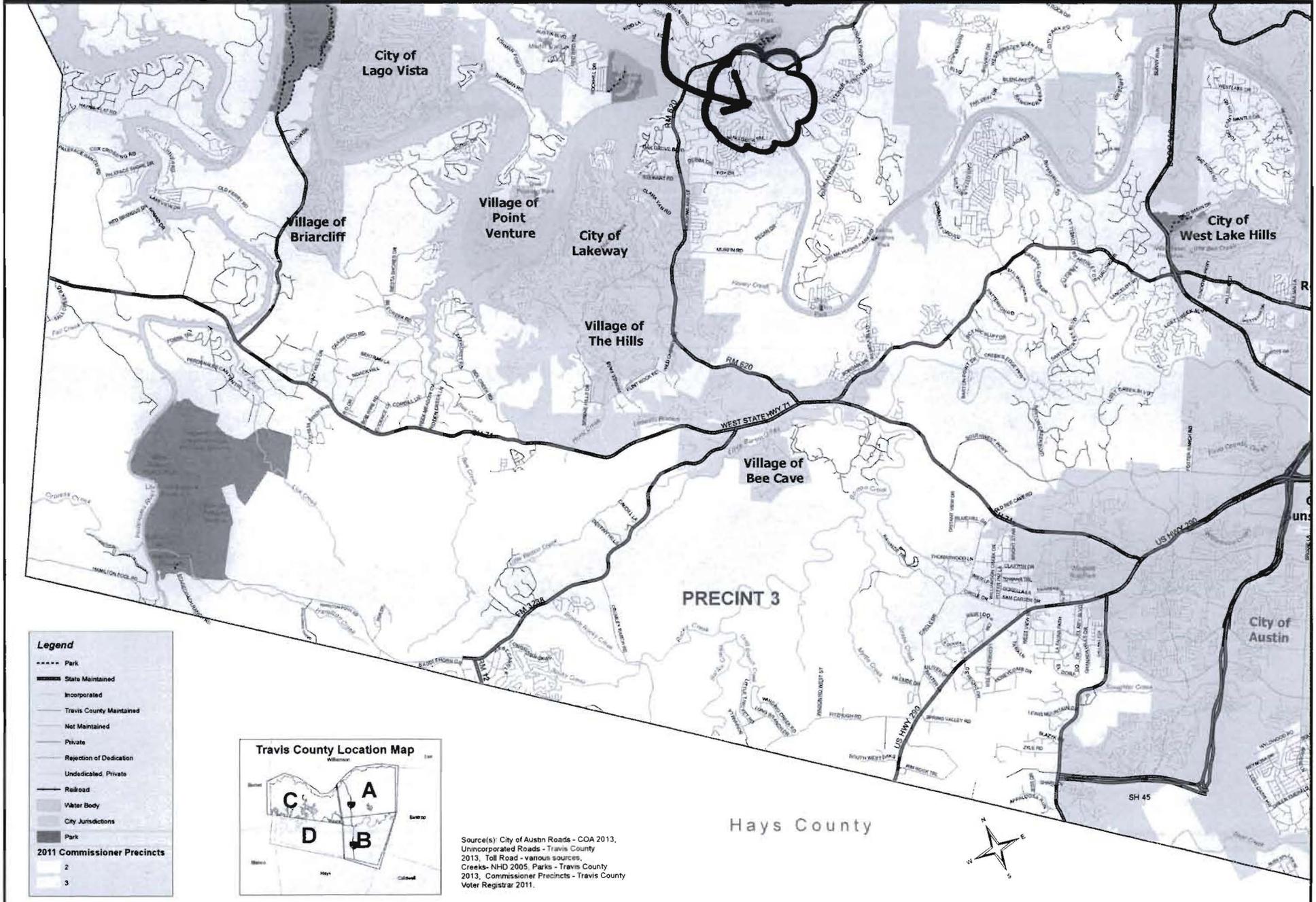


Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

# Site Area



# Site Area



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

## Travis County Roadways, Map D



Map Prepared by: Travis County  
Dept. of Transportation & Natural Resources  
Date: 5/21/2013



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Danny Hobby/854-4416

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT ("CAECD") FOR SUPPLEMENTAL FUNDING OF ON-GOING PUBLIC SAFETY ANSWERING POINT ("PSAP") MAINTENANCE, EQUIPMENT AND TRAINING.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

This interlocal agreement is similar to the previous agreements with the Capital Area Council of Governments ("CAPCOG"). CAECD is the new regional emergency communications district for the CAPCOG area and will now reimburse Travis County for PSAP related goods and services.

This agreement provides \$5000 to the Travis County Sheriff's Office for PSAP related expenses during the period of September 1, 2013, through September 30, 2014.

### **STAFF RECOMMENDATIONS:**

Emergency Services recommends approval of this request.

### **ISSUES AND OPPORTUNITIES:**

There are no issues or concerns with approving this agreement, as this type agreement is a routine occurrence.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

The amount of funding to be provided in the agreement is more than prior years (\$5000 vs. \$1,500 previously), and is intended to help supplement TCSO's budget for service delivery of emergency 9-1-1.

**REQUIRED AUTHORIZATIONS:**

Barbara Wilson, County Attorney's Office

Kapp Schwebke, Patti Smith, County Auditor's Office

William Derryberry, PBO

Paul Knight, Chris Wallace, Michael Hemby, Maria Wedhorn, TCSO

Toby Fariss, Brad Bearden, Christine Lego, Emergency Services



# EMERGENCY SERVICES

**DANNY HOBBY, COUNTY EXECUTIVE**  
P.O. Box 1748, AUSTIN, TEXAS 78767  
(512) 854-4416, FAX (512) 854-4786

*Emergency Management  
Pete Baldwin, Emergency Mgmt.  
Coordinator*

*Fire Marshal  
Hershel Lee*

**Date:** October 1, 2013

**To:** Travis County Commissioners Court

*Chief Medical Examiner  
Dr. David Dolinak*

**From:** Danny Hobby, County Executive, Emergency Services *DH*

*STAR Flight  
Casey Ping, Program Manager*

**Subject:** Recommendation for Approving Interlocal Agreement with CAECD for PSAP Maintenance, Equipment, and Training

*Technology & Communications*

**Proposed Motion:**

*CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT ("CAECD") FOR SUPPLEMENTAL FUNDING OF ONGOING PUBLIC SAFETY ANSWERING POINT ("PSAP") MAINTENANCE, EQUIPMENT, AND TRAINING. (TCES for TCSO)*

**Summary & Staff Recommendation:**

This interlocal agreement with CAECD provides \$5,000 to the Travis County Sheriff's Office for PSAP related expenses during the period of September 1, 2013, through September 30, 2014. This year's CAECD agreement is similar to the previous ones with Capital Area Council of Governments (CAECD is the new regional emergency communications district for the CAPCOG area) in that CAECD will reimburse Travis County for PSAP related goods and services.

**Budgetary and Fiscal Impact:**

The amount of funding to be provided in this agreement is more than prior years (\$5,000 vs. \$1,500 previously) and is intended to help supplement TCSO's budget for service delivery of Emergency 9-1-1.

**Issues and Opportunities:**

There are no issues or concerns with approving this agreement, as this is a routine occurrence.

**Attachment(s):**

CAECD Cover Letter of September 23, 2013

CAECD Interlocal Contract for PSAP Maintenance, Equipment, and Training

**Cc:**

County Attorney's Office – Barbara Wilson

County Auditor's Office – Patti Smith, Kapp Schwebke

Planning & Budget Office – Alan Miller, William Derryberry

TCSO – Paul Knight, Chris Wallace, Michael Hemby, Maria Wedhorn

TCES – Brad Bearden, Christine Lego, Toby Fariss (TF)

**Capital Area Emergency Communications District**

6800 Burlison Road, Building 310, Suite 165 Austin, Texas 78744-2306

(p) 512.916.6000 (f) 512.916.6189

---

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

RECEIVED  
COUNTY JUDGE'S OFFICE  
13 SEP 24 AM 10:28

September 23, 2013

The Honorable Sam Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, TX 78767

②  
Rec'd TLES  
by TF  
09/25/13

RE: FY2014 PSAP Interlocal

Dear Judge Biscoe:

Please find the enclosed FY 2014 Database & PSAP Interlocal (2 originals). The documents describe how both your entity and Capital Area Emergency Communications District (CAECD) will accomplish the delivery of 9-1-1 service.

I respectfully request you sign and return all originals to our office by October 25, 2013. The new fiscal year starts October 1, 2013 and this will enable reimbursements and disbursements to be made shortly after the beginning of the new fiscal year. Upon receipt in our office, Betty Voights, Executive Director, will sign each, and one original will be returned to you. Please note that without the signed Interlocal in place, CAECD is unable to reimburse your entity any funds expended on behalf of the 9-1-1 services.

Should you have any questions, please feel free to contact me at (512) 916-6044 or [gobuch@capcog.org](mailto:gobuch@capcog.org).

Sincerely,



Gregg Obuch  
Director of Emergency Communications

**CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT**  
**INTERLOCAL CONTRACT FOR PUBLIC SAFETY ANSWERING POINT**  
**MAINTENANCE, EQUIPMENT AND TRAINING**

**Section 1. Parties and Purpose**

1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Local Government Code, as amended. CAECD has developed a *Strategic Plan* to establish and maintain Next Generation 9-1-1 emergency communications service within the district.

1.2. Travis County ("Public Agency") is a Texas county that operates one or more Public Safety Answering Points (PSAPs) that participates in the district as authorized by Chapter 772 of the Health and Safety Code.

1.3. This contract is entered into between CAECD and Public Agency under chapter 791 of the Government Code so that Public Agency can maintain its PSAP(s), upgrade 9-1-1 equipment and train its personnel to participate in the Next Generation 9-1-1 emergency communications system in the district.

**Section 2. Goods and Services**

2.1. Public Agency agrees to:

- (1) purchase supplies such as printer paper, printer ribbons, cleaning materials and other expendable items necessary for the continuous operation of its PSAP(s);
- (2) upgrade its PSAP equipment and software, as authorized in the current *Strategic Plan*, by requesting CAECD to purchase new equipment and software;
- (3) protect the PSAP equipment and secure the PSAP premises against unauthorized entrance or use;
- (4) practice preventive maintenance for the PSAP equipment;
- (5) provide emergency communications training to call-takers/dispatchers as described in CAECD's current *Strategic Plan*.
- (6) protect the confidentiality of 9-1-1 database information and of information furnished by telecommunications providers, and notify CAECD in writing within two business days of the receipt of a request for 9-1-1 database information, or for information furnished by telecommunications providers, made under the Texas Public Information Act;

(7) use the Emergency Notification System (ENS) 9-1-1 derived database information only to warn or alert citizens of an emergency situation where property or human life is in jeopardy, and protect the database information from unauthorized use.

### **Section 3. Contract Price and Payment Terms**

3.1. CAECD agrees to compensate Public Agency in the total amount of not to exceed \$5,000.00 for its performance of this contract.

3.2. Within 30 calendar days after the effective date of this contract, CAECD agrees to pay Public Agency \$5,000.00 for the purchase of supplies as outlined in Section 2.1.(1) of this contract.

3.3. If Public Agency made expenditures under this contract in violation of applicable law or policy described in Section 6, Public Agency agrees to repay CAECD for those expenditures within 60 calendar days from the date CAECD notifies Public Agency of the repayment amount due and the reason repayment is required. If Public Agency does not repay the reimbursement when required, CAECD may refuse to purchase 9-1-1 equipment on Public Agency's behalf and may withhold all or part of the unpaid reimbursement from Public Agency's future entitlement to reimbursement under this or future interlocal contracts between the parties for PSAP maintenance, equipment upgrade, and training.

3.4. (a) Before the 60-day repayment period expires, Public Agency may appeal in writing to CAECD its determination that Public Agency repay the reimbursement, explaining why it believes the determination is wrong, or Public Agency may request CAECD in writing to extend the 60-day repayment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on Public Agency's appeal or proposal or both is final.

(b) The appeal authorized by Section 3.4(a) is the only mechanism for challenging CAECD's determination under Section 3.3 that Public Agency repay the reimbursement. The early termination provisions of Section 10 and dispute resolution process of Section 11 are not available to challenge CAECD's determination.

### **Section 4. Effective Date and Term of Contract**

4.1. This contract takes effect September 1, 2013 and it ends, unless sooner terminated under Section 10, on September 30, 2014.

### **Section 5. Performance Reports**

5.1. Public Agency agrees to report to CAECD, by the 20<sup>th</sup> of each month, on its performance of this contract using the Monthly Equipment Checklist form provided by CAECD or at the latest website address provided by CAECD.

## **Section 6. Compliance with Applicable Law and Policy**

6.1. Public Agency agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current *CAECD Strategic Plan*; and *CAECD's 9-1-1 Policies and Procedures Manual* and *CAPCOG ENS Policies & Procedures*.

## **Section 7. Independent Contractor, Assignment and Subcontracting**

7.1. Public Agency is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.

7.2. Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 7.2 is void.

7.3. If CAECD consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

## **Section 8. Records and Monitoring**

8.1. Public Agency agrees to maintain financial, statistical, and ANI/ALI records adequate to document its performance, costs and receipts under this contract. Public Agency agrees to maintain these records at Public Agency's offices.

8.2. Subject to the additional requirement of Section 8.3, Public Agency agrees to preserve the records for three fiscal years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. CAECD is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit Public Agency's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. CAECD will at least once per year visit Public Agency's offices and monitor its performance of this contract to ensure compliance with applicable law and policy described in Section 6. CAECD will provide Public Agency a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAECD agrees to notify Public Agency at least 24 hours in advance of any intended visit under this Section 8. Upon receipt of CAECD's notice, Public Agency agrees to notify the appropriate department(s) specified in the notice.

### **Section 9. Nondiscrimination and Equal Opportunity**

9.1. Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.

9.2. If Public Agency procures goods or services with funds made available under this contract, Public Agency agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

### **Section 10. Early Termination of Contract**

10.1. Except as provided in Sections 3.3 and 3.4, if CAECD or Public Agency breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.

10.2. If this contract is terminated under Section 10, CAECD and Public Agency are each entitled to compensation for goods and services each provided the other before receiving notice of the termination. However, neither CAECD nor Public Agency is liable to the other for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of termination.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and Public Agency among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The ending of this contract under Section 4 or its early termination under this Section 10 does not affect Public Agency's duty:

(1) to repay CAECD for expenditures made in violation of applicable law or policy in accordance with Sections 3.3 and 3.4;

(2) to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 8.

## Section 11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations or seek an injunction, until they have exhausted the procedures set out in this Section.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

## Section 12. Notice to Parties

12.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 12.2 and signed for on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2.

12.2. CAECD's address is 6800 Burlison Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director. Public Agency's address is PO Box 1748, Austin, TX 78767, Attention: County Executive, TCES.

12.3. A party may change its address by providing notice of the change in accordance with Section 12.1.

## Section 13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

13.2. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.3. This contract is binding on and inures to the benefit of the parties' successors in interest.

13.4. This contract is executed in duplicate originals.

TRAVIS COUNTY, TEXAS

CAPITAL AREA EMERGENCY  
COMMUNICATIONS DISTRICT

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Betty Voights  
Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Juanita Jackson/854-4467

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming,  
County Executive for Health and Human Services and Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

**AGENDA LANGUAGE:**

Receive briefing on the Hispanic/Latino Quality of Life Report by Teresa Perez Wisely, Chair Oversight Team.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attachment report and presentation

**STAFF RECOMMENDATIONS:**

Staff recommends the approval of the CHIP report.

**ISSUES AND OPPORTUNITIES:**

See attachment report and presentation

**FISCAL IMPACT AND SOURCE OF FUNDING:**

No Fiscal Impact

**REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Assistant County Attorney'  
Leslie Browder, County Executive, Planning and Budget Office  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Nicki Riley, CAP, CMA, Travis County Auditor  
Patty Lennon, Financial Analyst, Travis County Auditor's Office  
Aerin Toussaint, Analyst, Planning and Budget Office  
Sherri Fleming, County Executive, HHSVS

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

**HISPANIC/LATINO QUALITY OF LIFE**  
COMMUNITY OVERSIGHT TEAM'S RECOMMENDATIONS  
SEPTEMBER 20, 2013

# HISTORY

- May 2008 Austin City Council passed a resolution initiating the Hispanic Quality of Life Initiative (HQL)
- Evaluate the quality of life for Hispanics/Latinos in Austin, TX as compared to Hispanics/Latinos nationwide
- A consultant coordinated community engagement efforts and combined the first phase of the report
- The Community Oversight Team incorporated
  - the consultant's information;
  - census data;
  - expert's testimony; and
  - community input into the second phase of the Hispanic/Latino Quality of Life Final Report

# HISTORY

- The Community Oversight Team
  - met with hundreds of community members,
  - numerous community groups and
  - hosted a Hispanic Quality of Life Town Hall
- An additional set of recommendations for the City Council and the Austin community
- The Oversight Team requests that Council create a Hispanic/Latino Quality of Life Resource Advisory Commission

# THE HQL COMMUNITY OVERSIGHT TEAM

Teresa Perez-Wisely (Chair)

Susana Almanza

Johnny Limon

Lupe Morin

Sylvia Orozco

Rose Reyes

Geronimo Rodriguez

# AREAS OF INTERESTS

Education

Youth

Housing and Community Development

Cultural Arts

Economic Development

Health

Civic Engagement

Transportation

# EDUCATION ISSUES

- Dropout rates in AISD in 2011 for Hispanic students in grades 9-12 was 13.1%
- 52% enrolled into a post-secondary school
- 39% were considered “college ready”
- Lack of summer youth programs, comprehensive mentoring programs, and an overall lack of training programs
- Increase collaboration between governmental, corporate and educational entities to foster student academic excellence

# OUR EDUCATION RECOMMENDATIONS

- Collaboration between the Joint Subcommittee of AISD, City of Austin and Travis County to consider the HQL recommendations
- Enhance partnerships and collaborations with local ISDs, governmental entities, area colleges and universities and nonprofit organizations.
- Creation of a youth court for truancy,
- Develop of educational programs,
- Implement preventative measures that will keep truant youth in school.
- Develop a career leadership academy

# YOUTH SERVICES ISSUES

- Hispanic/Latino youth make up a large population of the juvenile justice system
- Most Hispanic/Latino youth are unemployed or underemployed
- A lack of internships geared toward Hispanic/Latino youth
- Lack of resources for organized sports and other activities that promote youth development
- A need for organized activities for Hispanic/Latino females

# OUR YOUTH SERVICES RECOMMENDATIONS

- An increase in opportunities for programs, trainings and youth development
- Collaboration among local school districts to create programs to reduce truancy and increase graduation rates
- An increase of health services for youth.
- Programs that enhance career building and employment opportunities

## RECOMMENDATIONS TO MENTION

### HEALTH

- An increased effort to cultivate and promote healthy lifestyles
  - Address hunger in our community
  - Provide ongoing support for organizations that conduct and facilitate programs and outreach for healthy lifestyles and disease prevention
- Increase funding for teenage pregnancy prevention

### TRANSPORTATION

- Improve on neighborhood transportation safety issues in low income areas
- City work with local ISDs to ensure school zone signs are visible

# MOVING FORWARD

City Council approved the creation of the  
Hispanic/Latino Quality of Life Resource  
Advisory Commission

# HISPANIC QUALITY OF LIFE REPORT

## English Version

[http://www.austintexas.gov/sites/default/files/files/Code\\_Compliance/HispanicReport-ver\\_5-07-15-13.pdf](http://www.austintexas.gov/sites/default/files/files/Code_Compliance/HispanicReport-ver_5-07-15-13.pdf)

## Spanish Version

[http://www.austintexas.gov/sites/default/files/files/City\\_Manager/HispanicReportSpanish4-08-26-13.pdf](http://www.austintexas.gov/sites/default/files/files/City_Manager/HispanicReportSpanish4-08-26-13.pdf)

# Questions?

[hispanicqualityoflife@austintexas.gov](mailto:hispanicqualityoflife@austintexas.gov)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Yolanda Aleman, (512)854-9106

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action on budget amendments, transfers and discussion items.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**  
Please see attached documentation.

**STAFF RECOMMENDATIONS:** Please see attached documentation.

**ISSUES AND OPPORTUNITIES:** Please see attached documentation

**FISCAL IMPACT AND SOURCE OF FUNDING:** Please see attached documentation.

**REQUIRED AUTHORIZATIONS:**

**Leslie Browder – Planning and Budget Office, (512)854-9106**

**Jessica Rio – Planning and Budget Office, (512)854-9106**

**David Salazar - County Judge's Office, (512)854-9555**

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**BUDGET AMENDMENTS AND TRANSFERS****FY 2014****10/22/2013****AMENDMENTS**

<b>BA#</b>	<b>IO/WBS</b>	<b>FUND</b>	<b>COST CENTER COMMITMENT</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
A1		0001	198000 580010	Reserves	Allocated Reserves		\$23,425.00	1
		0001	131004 501010	Cons. Pct. 1	Salaries - POPS	\$16,562.00		
		0001	131004 506010	Cons. Pct. 1	FICA - OASDI	\$1,027.00		
		0001	131004 506020	Cons. Pct. 1	Medicare	\$240.00		
		0001	131004 506030	Cons. Pct. 1	Medical Insurance Benefit	\$3,117.00		
		0001	131004 506040	Cons. Pct. 1	Life Insurance Benefit	\$33.00		
		0001	131004 506050	Cons. Pct. 1	Retirement Contribution	\$2,224.00		
		0001	131004 506060	Cons. Pct. 1	Worker's Compensation	\$222.00		
A2		0001	198000 580210	Reserves	Civil & Family Justice Center Resv.		\$1,779,411.00	3
		0001	109002 511890	PBO	Other Consulting Services	\$1,779,411.00		

**TRANSFERS**

<b>BA#</b>	<b>IO/WBS</b>	<b>FUND</b>	<b>COST CENTER COMMITMENT</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
T1		0001	125001 500070	Probate Court	Salaries - Temporary Employees		\$6,417.00	7
		0001	125001 500050	Probate Court	Salaries - Regular Employees	\$6,417.00		



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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314 W. 11th Street  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Commissioners Court  
**FROM:** Travis R. Gatlin, Assistant Budget Director  
**DATE:** October 14, 2013  
**RE:** Request to use Earmark for Constable Staffing

*Travis R. Gatlin*

Commissioner Daugherty has been working with stakeholders at 5501 Airport on the FY 2014 security staffing plan for this site per the August 20, 2013, direction of the Commissioners Court. The plan should be ready by late November. The extended hour staffing currently in place has an October 31, 2013, end date. In order to avoid a gap in coverage during the plan development, the Commissioner requests a one month extension until the end of November for the four special project workers in the Constable, Precinct One Office. The attached budget amendment totals \$23,425 for the November coverage. The FY 2014 Adopted Budget includes an earmark of \$278,506 for this purpose. The balance of the earmark after approval of the amendment will be \$255,081.

PBO recommends approval.

cc: Leslie Browder, Jessica Rio, Diana Ramirez, Belinda Powell, Alan Miller, William Derryberry, Katie Gipson, PBO  
Todd Osburn, HRMD  
Dana DeBeauvoir, County Clerk  
Susan Bell, County Clerk's Office  
Bruce Elfant, Tax Assessor/Collector  
Tina Morton, Tax Office  
Caryl Colburn, CES  
Constable Danny Thomas, Constable Precinct One  
Gwen Doyle, Constable Precinct One Office

# Header Information for Entry Doc Number

## 400004189

Doc. Number 400004189      Doc. Status Preposted      FM Area 1000  
 Budget. Cate. Payment      Doc. Year 2014      Doc. Date Oct 10, 2013  
 Value Type Budget      Version 0      Doc. Type TRAN  
 Budget Type 2      Fiscal Year 2014      Year. Cash. Eff  
 Process UI TRAN      Process SEND      Original. Applic. BWB      Doc. Family  
 Creator DOYLEG      Creation Date Oct 14, 2013      Creation Time 09:04:20  
 Resp. Person      Year Cohort      Public Law  
 Legislation

### Additional Data

Header Text Extension of Four Special Project Workers for Nov

TextName

Total Document  
 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	-23,425	
000002	0001		1310040001	501010	1310	NOT-RELEVANT	16,562	
000003	0001		1310040001	506010	1310	NOT-RELEVANT	1,027	
000004	0001		1310040001	506020	1310	NOT-RELEVANT	240	
000005	0001		1310040001	506030	1310	NOT-RELEVANT	3,117	
000006	0001		1310040001	506040	1310	NOT-RELEVANT	33	
000007	0001		1310040001	506050	1310	NOT-RELEVANT	2,224	
000008	0001		1310040001	506060	1310	NOT-RELEVANT	222	



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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700 Lavaca St., Suite 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Members of Commissioners Court *Marvin R. Mathis*  
**FROM:** Travis R. Gatlin, Assistant Budget Director  
**DATE:** October 9, 2013  
**RE:** Transfer from Civil and Family Justice Center Reserve for Phase I & II of the Program Management Services for the Civil and Family Court House

The FY 2014 Adopted Budget includes a Civil and Family Justice Center Reserve to provide resources for the planning and design of a new Civil and Family Courthouse. The reserve totals \$5,446,000. The Planning and Budget Office is requesting a transfer of \$1,779,411 from this reserve for Phase I & II of the program management services that will be provided by the URS Corporation for the project. Please see the attached memo from Belinda Powell, Strategic Planning Manager, for additional details. The balance of the reserve following the approval of the transfer will be \$3,666,589.

The Planning and Budget Office recommends approval.

cc: Leslie Browder, County Executive, Planning and Budget  
Roger Jefferies, County Executive, Justice and Public Safety  
Cyd Grimes, Purchasing Agent  
Nicki Riley, County Auditor  
Jessica Rio, Budget Director  
Diana Ramirez, Assistant Budget Director  
Victoria Ramirez, Budget Analyst I  
Peg Liedtke, Civil Court Administrator  
Roger El Khoury, Director Facilities Management  
John Hille, Assistant County Attorney  
Tom Nuckols, Assistant County Attorney



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

700 Lavaca St., Suite 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Members of Commissioners Court

**FROM:** Belinda Powell, Strategic Planning Manager 

**DATE:** October 11, 2013

**RE:** Approve Budget transfer in the amount of \$1,779,411 from the Civil and Family Justice Center Reserve to the Planning & Budget Office to fund Phase I & II services with URS Corporation for Program Management Services for the Civil and Family Court House

On February 13, 2013, the Travis County Purchasing Agent released a Request for Services (RFS) for Program Management Services for the Development of a New Travis County Civil and Family Court House. Responses to the RFS were received on March 27, 2012 and a staff evaluation team reviewed the proposals, short listed candidate teams to be interviewed and subsequently interviewed three teams.

On April 23, 2013, after a presentation from the Purchasing Agent concerning the evaluation team's process and recommendation, the Commissioners Court elected to interview the remaining top two candidates as ranked by the evaluation team. Interviews were held by the Commissioners Court on April 30, 2012. On May 7, 2012, the Commissioners Court announced their selection of URS as the successful team to perform Program Management Services for the project.

Negotiation discussions started with the Commissioners Court May 14, 2013. Direction was given for staff to develop an initial scope of work with URS that would be limited to services needed for the Commissioners Court to finalize their decision regarding the most appropriate construction delivery method for the project. This work was completed on July 23, 2013 when the Commissioners Court approved the use of a Design-Build approach to development of the Civil and Family Court House. Since then staff has worked with URS to develop a contract for Program Management Services for the Civil and Family Court House project.

The contract outlines an expectation that the work will be executed in a series of phases as were described in the RFS. At this time, the contract contemplates the completion of Phase I and Phase II services to carry the project through completion of the project definition. This includes work on development of specifications and expectations for the development and operational performance of the proposed building and refinement of costs estimates to include both construction and operations.

Additionally, Phase II work includes discussions with the Commissioners Court to refine goals and objectives for the project, establish the best positioning of the Court House on the site to consider urban context and need for future growth space, the identification of any real estate objectives to be included in the Court House and/or on the site. These may include such things as leasing space within the Court House to non-profits that support the family and civil court system to other governmental entities, as well as general retail space for food services. Other considerations for the site will be developed related to the refinement of the amount of parking and the specific delivery and management options for parking. Phase II services included in the agreement also cover the management of public engagement to validate and refine the building program and to develop educational materials concerning the project.

### **STAFF RECOMMENDATIONS:**

Based on the negotiated costs for Phase I & II work, staff recommends a transfer of funds, in the amount of \$1,779,411.00, from the Civil and Family Justice Center Reserve be made to the Planning & Budget Office, 1090020001 511890, to fund these services. Please note that the current balance of the Civil and Family Justice Center Reserve is \$5,446,000.

The future phases of work contained in the contract with URS will be initiated by staff after direction to do so and funding is granted by the Commissioners Court.

#### Copies to:

Leslie Browder, County Executive, Planning and Budget  
Roger Jefferies, County Executive, Justice and Public Safety  
Cyd Grimes, Purchasing Agent  
Nicki Riley, County Auditor  
Jessica Rio, Budget Director  
Diana Ramirez, Assistant Budget Director  
Travis Gatlin, Assistant Budget Director  
Peg Liedtke, Civil Court Administrator  
Roger El Khoury, Director Facilities Management  
John Hille, Assistant County Attorney  
Tom Nuckols, Assistant County Attorney

# Header Information for Entry Doc Number 400004224

Doc. Number 400004224 Doc. Status Preposed FM Area 1000

Budget. Cate. Payment Doc. Year 2014 Doc. Date Oct 10, 2013

Value Type Budget Version 0 Doc. Type TRAN

Budget Type 1 Fiscal Year 2014 Year. Cash. Eff

Process UI TRAN Process SEND Original. Applic. BWB Doc. Family

**Additional Data**

Creator GATLINT Creation Date Oct 14, 2013 Creation Time 14:04:21

Resp. Person Year Cohort Public Law

Header Text Transfer from Civil CH Reserve for Phase I&II PMS Legislation

TextName

**Lines**

Total Document 0 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580210	1120	NOT-RELEVANT	-1,779,411	For Phase I and Phase II Services for Project Mgt
000002	0001		10900020001	511890	1120	NOT-RELEVANT	1,779,411	For Phase I and Phase II Services for Project Mgt



## PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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700 Lavaca Street  
Suite 1560  
Austin, Texas 78701

### MEMORANDUM

**TO:** Members of Commissioners Court

**FROM:** Victoria Ramirez, Budget Analyst *VR*

**DATE:** October 8, 2013

**RE:** Request from the Probate Court to Internally Fund the Revised Start Date for a New Business Analyst II Position

On September 4, 2013, as part of the Fiscal Year 2014 Budget mark-up process, the Commissioners Court approved a three-month hiring delay for new positions added to several County departments in the FY 2014 Preliminary Budget. The Court delayed the start dates of new positions from October 1, 2013 to January 1, 2014 as a cost-saving measure. One of these delayed positions was a Business Analyst II in the Probate Court. Based on the operational needs of the department, the Probate Court requests that the start date for their new Business Analyst II be moved up from January 1, 2014 to November 16, 2013. The Probate Court Administrator worked with the Planning and Budget Office to verify that they will be able to internally fund the salary and benefits associated with this earlier start date.

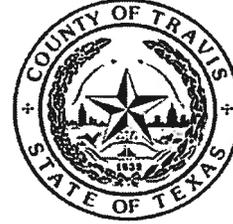
The revised start date will allow the Business Analyst II to focus on managing the Probate Court's role in preparing for a new Document Management System (DMS) in the County Clerk's Office, as well as prepare for a newly legislated eFiling mandate taking effect January 1, 2014 which will involve testing and training this fall. The Probate Court Auditor is currently managing these projects and the revised start date will allow the Probate Court Auditor position to focus on their assigned job duties rather than share time between auditing functions and managing technical projects.

The Planning and Budget Office supports the revised start date given the unique needs of the Probate Court due to external deadlines for forthcoming technical projects. We recommend approval.

cc: Leslie Browder, County Executive, Planning and Budget  
The Honorable Guy Herman, Presiding Judge, Probate Court  
Christy Nisbett, Court Administrator, Probate Court  
Jessica Rio, Budget Director, Planning and Budget  
Travis Gatlin, Assistant Budget Director, Planning and Budget

## Judge Guy Herman

TRAVIS COUNTY PROBATE COURT NO. 1  
1000 Guadalupe Street – P.O. Box 1748  
Travis County Courthouse, Room 217  
Austin, Texas 78767



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To: Victoria Ramirez, Planning and Budget Analyst  
From: Guy Herman, Presiding Judge, Travis County Probate Court No. 1  
Subject: Budget Adjustments to enable a November 16, 2013 start date for the Probate Court's new Business Analyst II position  
Date: October 2, 2013

As you and my Court Administrator have discussed, the business needs of the Probate Court require that we have a start date of November 16, 2013 instead of January 1, 2014 for our new Business Analyst II position.

The Probate Court will be able to internally fund the earlier start date. To accomplish this, the Probate Court is requesting that \$6,417 be transferred within funds center 1250010001 as follows:

- transferred from the Salaries – Temporary Employees commitment item, #500070
- to the Salaries – Regular Employees commitment item, #500050

We appreciate your assistance. A further-delayed start date for the new Business Analyst II position would have a significant negative impact on the Court and its statutorily required services given the timing of several new technology projects over which the Probate Court has no control.

# Header Information for Entry Doc Number

400004136

Doc. Number 400004136 Doc. Status Preposted FM Area 1000  
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Oct 4, 2013  
 Value Type Budget Version 0 Doc. Type TRAN  
 Budget Type 2 Fiscal Year 2014 Year. Cash. Eff  
 Process UI TRAN Process SEND Original. Applic. BWB Doc. Family  
 Creator NISBETC Creation Date Oct 4, 2013 Creation Time 10:34:42  
 Resp. Person Public Law

## Additional Data

Header Text To fund earlier start date for new BA II position

TextName

**Total Document**  USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1250010001	500070	1220	NOT-RELEVANT NON-FUNDED-PROGRAM	-6,417	To fund earlier start date for new BA II position
000002	0001		1250010001	500050	1220	NOT-RELEVANT NON-FUNDED-PROGRAM	6,417	

**Allocated Reserve Status (580010)**

Amount	Dept Transferred Into	Date	Explanation
\$10,718,725			Beginning Balance
\$6,750	Various	10/7/13	Liquidated Purchase Orders
\$10,640	Various	10/14/13	Liquidated Purchase Orders
<b>\$10,736,115</b>	<b>Current Balance</b>		

**Possible Future Expenses Against Allocated Reserve Previously Identified:**

Amount	Explanation
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$278,506)	Constables - Airport Staffing
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$38,972)	Criminal Courts - Bailiff Transition to Sheriff's Office
(\$35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
(\$33,130)	Human Resources - Travis County/Austin Community College Internship Program
(\$33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
(\$28,482)	Probate Court - Administrative Judge Pay
(\$25,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
<b>(\$1,902,316)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$8,833,799</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

**Capital Acquisition Resources Account Reserve Status (580070)**

**CAR RESERVE TRANSFERS**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$2,431,317			Beginning Balance
<b>\$2,431,317 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Reserves Previously Identified:**

<b>Amount</b>	<b>Explanation</b>
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$400,000)	Information Technology Services - Support for Facilities Remodel/Construction Projects
(\$320,000)	Juvenile Probation - Juvenile Probation Master Plan
(\$192,750)	Transportation and Natural Resources - Failing Vehicles
(\$100,000)	Transportation and Natural Resources - Guardrail Replacement
(\$70,000)	Medical Examiner - Replacement Headspace Auto Sampler – Gas Chromatograph
(\$55,000)	Emergency Services (StarFlight) - STAR Flight Maintenance
(\$50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
(\$19,074)	Counseling and Education - Computers for Automated Assessments
(\$15,798)	Criminal Justice Planning - Paralegal for OCR
(\$5,798)	Criminal Justice Planning - Paralegal for OPR
(\$1,728,420)	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$702,897</b>	<b>Remaining CAR Reserve Balance After Possible Future Expenditures</b>

**Reserve for Emergencies and Contingencies Status (580120)**

Amount	Dept Transferred Into	Date	Explanation
\$5,000,000			Beginning Balance
<b>\$5,000,000 Current Reserve Balance</b>			

**Fuel & Utilities Reserve Status (580130)**

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
<b>\$300,000 Current Reserve Balance</b>			

**Civil and Family Justice Center (Planning) Reserve Status (580210)**

Amount	Dept Transferred Into	Date	Explanation
\$5,446,000			Beginning Balance
<b>\$5,446,000 Current Reserve Balance</b>			

**Juvenile Justice Reserve Status (580260)**

Amount	Dept Transferred Into	Date	Explanation
\$504,726			Beginning Balance
<b>\$504,726 Current Reserve Balance</b>			

**Smart Building Maintenance Reserve Status (580240)**

Amount	Dept Transferred Into	Date	Explanation
\$297,948			Beginning Balance
<b>\$297,948 Current Reserve Balance</b>			

**Reserve for Replacement of Integrated Justice Systems Status (580160)**

Amount	Dept Transferred Into	Date	Explanation
\$5,235,265			Beginning Balance
<b>\$5,235,265 Current Reserve Balance</b>			

**Reserve for State Funding Cuts Status (580310)**

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

**STAR Flight Maintenance Reserve Status (580320)**

Amount	Dept Transferred Into	Date	Explanation
\$1,995,050			Beginning Balance
<b>\$1,995,050 Current Reserve Balance</b>			

**Reserve for 1115 Waiver Participation Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Reserve for Interlocal Agreements Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$1,950,308			Beginning Balance
<b>\$1,950,308 Current Reserve Balance</b>			

**Reserve for External Social Services Contracts Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$1,155,025			Beginning Balance
<b>\$1,155,025 Current Reserve Balance</b>			

**Sheriff's Office Overtime Reserve Status (580200)**

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

**Unallocated Reserve Status (580015)**

Amount	Dept Transferred Into	Date	Explanation
\$68,085,598 (\$2,500,000)	TNR	10/15/13	Beginning Balance Reimbursement Resolution for 416 W. 11th Street
<b>\$65,585,598 Current Reserve Balance</b>			



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/22/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Alan Miller, Planning and Budget, 854-9726

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Application to the Office of the Governor, Criminal Justice Division for a Prostitution Prevention Program Planning Grant in Criminal Justice Planning Department;
- B. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office;
- C. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Family Drug Treatment Court Program in the Civil Courts; and
- D. Annual contract with Substance Abuse and Mental Health Services Administration/ Center for Substance Abuse Treatment for a Juvenile Treatment Drug Court program in the Juvenile Probation Department.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Item A is a new grant application for a planning grant to establish a Prostitution Prevention Program. The County is required to submit an application for these funds due to new legislation, SB 484, which requires Counties over 200,000 to apply for funding to establish a prostitution prevention program.

Items B,C,D are annual renewals of existing grant programs.

## **STAFF RECOMMENDATIONS:**

PBO recommends approval.

## **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

No additional funding is required.

## **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

TRAVIS COUNTY

10/22/2013

Created on 10-17-13 @ 3:06 pm

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2014

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.  
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Application	Dept. Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
A	155 Prostitution Prevention Program- Planning Grant	01/01/14 - 08/31/14	\$30,000	\$0	\$0	\$0	\$30,000	0.00	R	S	6
<b>Contracts</b>											
B	119 Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	R	MC	20
C	122 Family Drug Treatment Court	099/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	R	MC	31
D	145 Juvenile Drug Treatment Court- SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	R	MC	41

**PBO Notes:**

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload
  - S - Simple
  - MC - Moderately Complex
  - C - Complex
  - EC - Extremely Complex

**FY 2014 Grant Summary Report**  
**Grant Applications approved by Commissioners Court**

*The following is a list of grants for which application has been submitted since October 1, 2013, and the notification of award has not yet been received.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approved Date
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$43,569	\$12,244	\$0	\$0	\$55,813	1.00	10/8/2013
124	Formula Grant-Indigent Defense Program	10/1/13 - 09/30/14	\$442,000	\$0	\$0	\$0	\$442,000	0.00	10/15/2013
			\$485,569	\$12,244	\$0	\$0	\$497,813	1.00	

\*Amended from original agreement.

**FY 2014 Grant Summary Report  
Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2013.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans's Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013

\*Amended from original agreement.

\$1,648,915    \$414,136    \$34,639    \$0    \$2,097,690    11.10

FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed?
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	No

FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	No
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	No
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	No
158	Parenting in Reovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	No
Totals			\$697,813	\$7,300	\$705,113	122.17			

3



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Criminal Justice Planning Department	
<b>Contact Person/Title:</b>	Roger Jefferies, County Executive, Justice and Public Safety Division	
<b>Phone Number:</b>	512-854-4759	

<b>Grant Title:</b>	Travis County Prostitution Prevention Program - Planning Grant		
<b>Grant Period:</b>	From: <input type="text" value="Jan 1, 2014"/>	To: <input type="text" value="08/31/2014"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Office of the Texas Governor, Criminal Justice Division		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>	NA		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 30,000	\$ 0	\$ 0	\$ 0	\$ 30,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 30,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 30,000</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of Programs Planned	3	3 (Actual FY 12)	4 (Actual FY 13)	3
2.		0	0	0	0
3.		0	0	0	0
+ - Measures for the Grant					
1.	Please see item 7 for contract scope of work.	0	0	0	0
Outcome Impact Description					
2.	Develop plan for prostitution prevention program/specialty court.	NA	NA	NA	1
Outcome Impact Description					
3.	Develop steering committee for the planning process.	NA	NA	NA	1
Outcome Impact Description					

**PBO Recommendation:**

This is an application to the Governor's Office for a planning grant to begin a prostitution prevention program. Travis County is required to apply for these funds per SB 484 passed in the last Legislative session. Please note that that the County will not be compelled to create or maintain this program if state funding is not available. No grant match is required should Travis County be awarded this grant. PBO recommends approval of the application.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

This is a new planning grant for FY 2014/2015.

This grant application is required by Senate Bill 484 which requires counties with a population over 200,000 to implement a prostitution prevention program. Travis County is proposing to contract with a professional facilitator to work with local stakeholders to study the problem of local prostitution crime and make recommendations on how to implement a specialty court for prostitution prevention in 2015. If funded, this planning work will be accomplished from January 2014 to August 2014.

**2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?**

The use of county funds are not anticipated at this time. Continued funding is anticipated from The Governor's Office, Criminal Justice Planning (421) Fund via legislative appropriations.

**3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.**

There are no match requirements associated with this grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Travis County Prostitution Prevention Program - Planning will be completed by August 2014. It is anticipated that Travis County will apply for continued funding in 2015 from the Texas Governor's Office, 421 Fund.

6. If this is a new program, please provide information why the County should expand into this area.

In the 2013, 83rd Texas legislative session, Senate Bill (SB) 484 was signed into law effective, September 1, 2013. Senate Bill (SB) 484 mandates that counties with populations over 200,000 must establish prostitution courts under specialty court statutes. These prostitution specialty courts can apply to those who are defendants charged under Section 43.02(a) (1) of the Texas Penal Code, in which the defendant offered or agreed to engage in or engaged in sexual conduct for a fee. The Travis County Commissioners Court in compliance with SB484, is requesting that \$30,000 funding for a 12-month planning grant in 2014 be provided by the Texas Governor's Office, 421 funding. The FY 2014 proposed planning grant will allow Travis County to work with a professional consultant to determine the needed data and steps to potentially implement an evidenced based prostitution prevention program in 2015.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Completion of the activities described below will function as a tool to measure the effectiveness of the planning process for this grant.

These planning activities will be absorbed by CJP planning staff. Current operations will not be affected. The activities described below will allow the department to work with and monitor the contractors performance.

- Create Steering Committee and meet once a month beginning January 2014 to August 2014 during planning phase of Travis County Prostitution Prevention Program and Specialty Court.
- The Steering Committee will select a subcontractor who will develop and design a written program implementation plan based on evidence based practices for specialty courts. Subcontractor will gain input from existing data, participation from prospective project partners, elected judges, the Office of Court Administration, Adult Probation and other Steering Committee experts. The written plan must be a detailed step-by-step document detailing who, what, where, when and how the program will be administered. A timeline and logic chart must be included.
- The Steering Committee will work with the subcontractor to select a validated assessment tool for use with program participants. It is suggested that the Texas Risk Assessment Survey (TRAS) for reentry be utilized. The TRAS - Pretrial Assessment is currently being used by pretrial officers and the TRAS - Probation assessment by Community Supervision and Corrections (Probation) Officers.
- The Steering Committee will work with the Travis County Office of Court Administration and the Travis County Criminal Justice Planning Department staff to design an evaluation component for the program.
- The Steering Committee will work with the subcontractor to write a policy and procedure manual for the program. This policy and procedure manual must be based on evidence based practices from other local, state and national prostitution specialty or drug courts. Subcontractor may obtain policy and procedure manuals from existing drug or prostitution courts for reference.
- The Steering Committee will work with the subcontractor to set-up and travel with a small group (no more than 8 attendees) to observe up to two existing Texas operated prostitution specialty courts. These site visits must take place no later than June 2014.
- The Steering Committee will work with the subcontractor to create a written list of funding sources/streams to continue efforts and sustainability of program efforts after 2014.



## **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger Jefferies, County Executive**

**P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417**

**Date:** October 8, 2013

**To:** Leslie Browder, County Executive, PBO  
Jessica Rio, Budget Director, PBO  
Katie Gipson, PBO

**From:** Roger Jefferies, County Executive, JPS

**Subject:** Grant Application to Governor's Office for Prostitution Specialty Court Program

---

**Criminal Justice  
Planning**  
Roger W. Jefferies  
(512) 854-4415

**Counseling &  
Education Services**  
Caryl Colburn  
(512) 854-9540

**Juvenile Public  
Defender**  
Kameron D. Johnson  
(512) 854-4128

In the 2013, 83<sup>rd</sup> Texas legislative session, Senate Bill (SB) 484 was signed into law effective September 1, 2013. This new law mandates that counties with populations over 200,000 must establish prostitution courts under specialty court statutes. These prostitution specialty courts can apply to those who are defendants charged under Section 43.02 of the Texas Penal Code, in which the defendant offered or agreed to engage in or engaged in sexual conduct for a fee.

A workgroup from agencies and departments represented in the copy list below is respectfully requesting that the Travis County Commissioners Court, in compliance with SB 484, approve an application to the Texas Governor's Office for \$30,000 in funding for an 8-month planning grant. The proposed planning grant will establish a steering committee with multiple Travis County stakeholders who will work with a professional consultant to determine the need for and steps necessary to potentially implement an evidenced based prostitution specialty court program in 2015.

c: Rosemary Lehmborg, District Attorney  
David Escamilla, County Attorney  
Mike Denton, Judge, County Court at Law #4  
Debra Hale, Criminal Courts Administration  
Rosie Ramon Duran, Adult Probation  
Irma Guerrero, Pretrial Services  
Caryl Colburn, CES  
Kimberly Pierce, CJP  
Deece Eckstein, IGR  
Phyllis Clair, Major, TCSO  
Darren Long, Major, TCSO  
Raul Mungia, Assistant Chief, APD

**Travis County Prostitution Prevention Program – Planning Grant  
Governor’s Office, Criminal Justice Division  
Grant Application – Due October 31, 2013**

*Reviewers please note: This grant application information was lifted directly from the Governor’s Office eGrants online application. It is not an exact match of the online application. However, all of the questions and answers are represented. Some of the format and spacing may be off by a space or line as it was cut and pasted from the online version. Everything in bold indicates that the information is directly from the Governor’s Office. Thank you.*

**Fund Source information and Requirements**

**Primary Mission and Purpose**

The State Criminal Justice Planning (421) Fund supports programs designed to reduce crime and improve the criminal or juvenile justice system.

**Funding Levels**

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$10,000
- Minimum Award for Criminal History Reporting
- Maximum Award – \$75,000
- Match Required - None

For more information regarding grantee match, please click on the Budget tab, and then click on the Source of Match tab in eGrants.

**Program Requirements**

**Program Income** – Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project’s activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD’s approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

**Deduction Method** – Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

**Asset Seizures and Forfeitures** – Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

**Criminal History Reporting** – Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

### **Specialty Court**

#### **Preferences**

Preference will be given to:

1. Mandated specialty courts under Texas Health and Safety Code, §469.006; and
2. Non-mandated specialty courts operating in counties with a population of less than 200,000.

Specialty Court programs that provide court-supervised treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following essential characteristics of specialty courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

#### **Essential Characteristics**

describe in detail how your program meets each of the essential characteristics of a specialty court.

**Integration of Services** – The integration between alcohol, drug treatment, and other services in the processing of cases in the judicial system.

Travis County is applying for an eight-month planning grant for the implementation of a prostitution specialty court and prevention program to be implemented in 2015. Travis County recognizes the necessary integration among alcohol and drug treatment services, mental health counseling services, supported and supervised housing, employment, education and intensive case management referrals to local social service and health agencies to achieve client success. These integrated services will be determined in the planning process for a prostitution specialty court and prevention program.

**Non-Adversarial Approach** – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

In the planning of the prostitution court and prevention program, Travis County will promote a non-adversarial, holistic approach towards adjudicating defendants among the prosecutors, defense attorneys, the court, and service providers

**Prompt Placement** – Early identification and prompt placement of eligible participants in the program.

Through a planning process, Travis County will identify the appropriate point of entry in the criminal justice system to identify potential clients for prompt placement into the program. Choices may include pretrial, court and sentencing phase, or reentry.

**Access** – For Drug Courts: Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services. **For Prostitution Prevention Courts: Access to information, counseling, and services relating to sex addiction, sexually transmitted diseases, mental health, and substance abuse.**

Travis County's planning for a prostitution court and prevention program should include exploring appropriate evidence based assessments of risk and need. The use of such an assessment will capture the potential client's risk factors, and provide us with a guide to linking him or her with specific programs and services. During the planning process, Travis County will inventory service providers in the community who would provide access to needed information, counseling and services relating to sex trafficking, sex addiction and sexually transmitted diseases, mental health services and substance abuse treatment. Individual counseling may also be available for HIV/AIDS and other sexually transmitted diseases.

**Compliance Strategy – A coordinated strategy to govern program responses to participants' compliance.**

Through its planning process, Travis County shall plan for and develop a coordinated strategy among program partners: the court, prosecution, defense attorneys and adult probation to govern responses to participants' compliance. In particular, Travis County will use as a template the National Association of Drug Court Professionals best practices on implementing a specialty court to govern program responses to participant's compliance.

**Judicial Interaction – Ongoing judicial interaction with program participants.**

Research suggests that one of the most effective components of successful specialty courts is ongoing judicial interaction with program participants. In our planning process, we will explore the most appropriate and effective strategies for judicial interaction with program participants.

**Evaluation**

As part of the planning process, Travis County will develop a methodology for collecting program data, and monitoring and evaluating the prostitution court and prevention program. Key to this effort will be planning for a database, or exploring the utilization of existing databases to collect and report on data.

**Education – Continuing interdisciplinary education to promote effective program planning, implementation, and operations.**

We will utilize our planning process to ensure that interdisciplinary education is provided to program stakeholders to promote effective program planning, implementation and operations. Specifically, Travis County will select speakers who are experts about the various forms of prostitution, and the personal issues of individuals involved in prostitution, to provide real-world trainings on the challenges that these individuals face in trying to leave the lifestyle.

**Partnerships – Development of partnerships with public agencies and community organizations.**

Travis County will identify in its planning process potential programs which would be helpful in the execution of a prostitution court and prevention program. Examples of organizations we have collaborated with on past criminal justice initiatives include:

1. Austin Travis County Integral Care (ATCIC), the local mental health authority
2. Travis County Adult Probation and Pre-Trial Services Department
3. The Salvation Army
4. Goodwill Industries
5. Front Steps' Austin Resource Center for the Homeless (ARCH), a local homeless service provider
6. Texas Workforce Solutions, the local workforce service provider
7. Travis County Health and Human Services & Veterans Services
8. Faith-based organizations
9. Manos De Christo, Dental Clinic

10. Permanent Supportive and Transitional Housing Providers
11. Austin Community College
12. Medical Access Program (MAP)
13. AIDS Services of Austin
14. Downtown Austin Alliance (DAA)
15. Downtown Austin Community Court (DACC)
16. Lifeworks
17. Travis County Counseling and Education Services
18. Travis County Attorney's Office
19. Travis County District Attorney's Office
20. Austin Police Department
21. Travis County Sheriff's Department

#### **General Approaches**

- **Pre-adjudication** - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- **Post-adjudication** - The offender begins the specialty court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- **Reentry** - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- **Civil** - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

Select the general approach(es) that best fit this specialty court.

Select all that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

**Observation** - The specialty court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one specialty court staffing session and hearing, in Texas, prior to program implementation.

**Policies and Procedures** – The specialty court will develop and maintain written policies and procedures for the operation of the program.

**Information Sharing** - The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

**Jurisdiction** - Provide the name of the court administering the Specialty Court program (e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

To Be Determined

### Specialty Court Date

If the Court has commenced operations, provide the date that the Court was established.

Enter the date [mm/dd/yyyy]:

### Specialty Court Type

- **Adult** - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- **Family** - Programs serving parents who enter the specialty court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- **Juvenile** - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).
- **Veterans** - Programs serving veterans or current members of the United States armed forces, including members of the Reserves, National Guard or State Guard.

Select the type of drug court that will be operated:

- Adult
- Veterans
- Family
- Juvenile
- N/A

### Presiding Judge

The presiding judge of a specialty court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over specialty court, or a retired judge available as a sitting judge.

Enter the name, phone number, and email address of the Presiding Judge for the Specialty Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a judge is appointed.

Mike Denton, Judge, County Court at Law #4

### Specialty Court Coordinator

Enter the name, phone number and email address of the Specialty Court Coordinator. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a coordinator is appointed.

*Note: The Specialty Court Coordinator usually monitors the operation of the Specialty Court, supervises Specialty Court staff, participates in Specialty Court judicial staff meetings, prepares and oversees Specialty Court contracts with service providers, maintains data on Specialty Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Specialty Court.*

To Be Determined

### Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The

designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

**Enter the Name of the Civil Rights Liaison:**

Debbie Maynor, Travis County Human Resources Director

**Enter the Address for the Civil Rights Liaison:**

P.O. Box 1748  
Austin Texas 78767

**Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:**

(512) 854-9170

**Certification:**

Each applicant agency will certify to the specific criteria detailed above under Program Requirements for Juvenile Justice, Victim Assistance, Criminal Justice, and (if applicable) Drug Court Program Requirements to be eligible for funding under the State Criminal Justice (421) Fund Program Solicitations.

**Problem**

**Statement:**

In the 2013, 83<sup>rd</sup> Texas legislative session, Senate Bill (SB) 484 was signed into law effective, September 1, 2013. This new law mandates that counties with populations over 200,000 must establish prostitution courts under specialty court statutes. These prostitution specialty courts can apply to those who are defendants charged under Section 43.02 of the Texas Penal Code, in which the defendant offered or agreed to engage in or engaged in sexual conduct for a fee (please see volume of local arrests below). The Travis County Commissioners Court in compliance with SB484, is requesting that \$30,000 funding for an eight month planning grant in 2014 be provided by the Texas Governor's Office, 421 funding. The 2014 proposed planning grant will allow Travis County to work with a vendor to determine the need for and steps necessary to potentially implement an evidenced based prostitution prevention program in 2015.

**Supporting Data:**

For the years 2005-2011, the Austin Police Department (APD) has made the following number of prostitution arrests: 372 (2005), 344, 301, 218, 294, 266, 171 (2011). At the same time, for the years 2005-2011, the APD arrested the following percentage of women for prostitution: 28% (2005), 29%, 54%, 54%, 42%, 53%, 77% (2011).

**Community Plan:**

Travis County did not include prostitution as a priority population in the FY2012 to FY2015 Community Plan.

**Goal Statement:**

The goal of Travis County is to contract with a professional subcontractor to facilitate the development of an implementation plan for a prostitution court and prevention program.

**Coordinated Working Agreements (CWA's):**

If funded, Travis County will advocate for and implement coordinated working agreements in 2015 when the prostitution court and prevention program is proposed to be operational. CWA's are vital and necessary operational instruments in the development of the planning initiative for Travis County in 2014.

**Continuing Projects:**

This is a new project.

**Project Summary:**

Travis County is proposing to contract with a vendor to work with local stakeholders to study the problem of local prostitution crime and make recommendations on how to implement a specialty court for prostitution prevention in 2015. If funded, this planning work will be accomplished from January 2014 to January 2015.

**Fund Source information and Requirements CJD Activities Tab**

**Specialty Courts**

Does your project have a Steering Committee that helps direct and enhance your court's operations?

- Yes
- No
- N/A

**List the members of your project's treatment team and describe their role in supporting the participants.**

The 2014 planning project when completed will document and list the prostitution prevention programs treatment team and their roles in supporting program participants.

**Provide the average caseload size for a full-time case manager/probation officer assigned to this project.**

The average caseload is unknown at this time.

**Describe the process you will use to determine your project's effectiveness.**

Completion of the activities described below will function as a tool to measure the effectiveness of the planning process for this grant.

**Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc).**

\$0

**List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants).**

N/A

**List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).**

N/A

**Identify Your Target Group and Population (for future program)**

The information collected in this area relates to the geographic area, target audience, gender, and special characteristics for the project's target population.

**Geographic Area:**

Travis County, Texas is the home of Austin, Texas the state capital. Travis County has an estimated population of 1,095,684. (United States of Commerce, U.S. Census, 2012)

**Target Audience:** Adult females and males the age of seventeen or over charged with prostitution under the Texas Penal Code Section 43.02 in which the defendant offered or agreed to engage in sexual conduct for a fee in Travis County.

**Gender:** Adult females and males

**Ages:** Seventeen years old and over

**Special Characteristics:** Participants may have history of trauma, drug addiction, be a victim of sex trafficking, sexual addiction or have a mental illness.

**Note from Grantee to OOG:** Please note that this planning grant request does not yet have a permanent assigned Steering Committee. It is anticipated that a Steering Committee that meets monthly will be established by January 2014. A current working group, comprised of the: Travis County Attorney's Office, Travis County District Attorney's Office, City of Austin Police Department - Grants Planning and Police Department Vice Officers, Travis County Office of Court Administration, Travis County Criminal Justice Planning Department, Travis County Judges and the Travis County Intergovernmental Affairs staff have been meeting on this initiative since September 2013.

### **Select Your Project Activities**

Specialty Court – Adult

### **Create Your Own Project Activity**

#### **Describe Each Activity and Percentage of Time to Be Expended**

- Create Steering Committee with CJP (Criminal Justice Planning) and meet once a month beginning January 2014 to December 2014 during planning phase of Travis County Prostitution Prevention Program and Specialty Court. **15%**
- The Steering Committee will select a vendor who will develop and design a written program implementation plan based on evidence based practices for specialty courts. Vendor will gain input from existing data, participation from prospective project partners, elected judges, the Office of Court Administration, Adult Probation and other Steering Committee experts. The written plan must be a detailed step-by-step document detailing who, what, where, when and how the program will be administered. A timeline and logic chart must be included. **20%**
- The Steering Committee and CJP will work with the vendor to select a validated assessment tool for use with program participants. **5%**
- The Steering Committee will work with the Travis County Office of Court Administration and CJP to design an evaluation component for the program. **15%**
- The Steering Committee and CJP will work with the vendor to write a policy and procedure manual for the program. This policy and procedure manual must be based on evidence based practices from other local, state and national prostitution specialty or drug courts. Vendor may obtain policy and procedure manuals from existing drug or prostitution courts for reference. **20%**
- The Steering Committee and CJP will work with the vendor to set-up and travel with a small group (no more than 8 attendees) to observe up to two existing Texas operated prostitution specialty courts. These site visits must take place no later than June 2014. **10%**
- The Steering Committee and CJP will work with the vendor to create a written list of funding sources/streams to continue efforts and sustainability of program efforts after 2014. **15%**

**Total: 100 Percent**

**Summary:**

The total budget is for \$30,000 with no cash match or in-kind. \$25,000 will be used for a vendor. \$5,000 will be used for up to eight members of the Steering Committee to visit up to two Texas Prostitution Prevention Programs before June 2014.

**SPECIALTY COURT RESOLUTION**

**WHEREAS, The Travis County Commissioners Court finds it in the interest of the residents of Travis County to establish a planning process to ensure compliance with Senate Bill 484, effective September 1, 2013, which calls for counties over 200,000 in population to implement a prostitution specialty court program.**

**NOW THEREFORE, BE IT RESOLVED that the Travis County Commissioners Court does authorize the planning for a Prostitution Specialty Court Program utilizing grant funding from the Texas Governor's Office, which will enable Travis County to determine the best utilization of services as needed by our residents.**

Signed by: \_\_\_\_\_

Samuel Biscoe, Travis County Judge

Passed and approved this \_\_\_\_\_ of October, 2014.



## TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #: 2104405

SAP #: 800329

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Attorney's Office/Family Violence Division	
Contact Person/Title:	Megan Fox Navarro	
Phone Number:	Direct: (512) 854-9529 Main: (512) 854-9415	

Grant Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	From: 09/01/2013	To:	08/31/2014
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No:	<input checked="" type="checkbox"/>
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
Originating Grantor:	OVW/Office on Violence Against Women		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 84,954	\$ 34,053	\$ 0	\$ 17,088	\$ 136,095
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 84,954</b>	<b>\$ 34,053</b>	<b>\$ 0</b>	<b>\$ 17,088</b>	<b>\$ 136,095</b>
FTEs:	1.17	0.60	0.00	0.46	2.23

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Average days to file a FV Case	15	16	15	15
2.	Average number of Jury Trial settings per month for FV Misd cases	242	315	280	Under 300
3.	Number of FV cases filed	3398	3048	3000	3000
+ - Measures for the Grant					
1.	Number of interns trained to provide direct assistance to victims of FV.	2	3	2	2
Outcome Impact Description					
2.	Number of victims assisted with a PO by grant funded victim counselor and interns.	394	615	500	500
Outcome Impact Description					
3.	Number of victims assisted with Crime Victim Compensation applications by funded victim counselors and interns.	171	177	175	175
Outcome Impact Description					

**PBO Recommendation:**

PBO recommends approval of the fifth (5th) year of this Family Violence Accelerated Prosecution Program continuation grant award. The Court's August 27, 2013 approved Permission to Continue for this continuation grant will end on November 1, 2013.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The Travis County Attorney's Office (TCAO) seeks to continue enhancing victim services while increasing the efficiency of prosecuting family violence criminal cases. Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition is reached.

With the Accelerated Prosecution grant, Family Violence cases are reviewed and prosecuted by the same team of prosecutors. Our intake attorney formally files these cases and then works to collect needed evidence that will ensure proper prosecution. Having one position intake all of our cases ensures continuity and reliability. Not only that, this position is able to file cases in a much timelier manner than before we had this grant funding.

This program also includes several components related to victim services. Per grant in-kind match requirements, we have at least two social work interns who operate as Victim Counselors in the Protective Order (PO) division. These interns also work with victims of criminal assault cases by attending court settings and seeking victim input. In addition, part of a full-time PO Victim Counselors' salary acts as a needed match. This grant also funds a part-time Victim Counselor position during the summer months. All of these positions ensure that victims are receiving outreach and intervention at a very critical time. These victim counselors provide support in obtaining a PO, assistance with information surrounding a criminal case, as well as provides resources and referrals.

By receiving continued grant funding, this project will continue to enhance our already established project by reaching dispositions faster and working to ensure victim and community safety.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The current grant is available one year at a time. If TCAO performs adequately, we have priority eligibility to re-apply for an additional year. We are required to provide a match, office space, equipment and supplies for grant funded employees. The section below will further discuss the county commitment in more detail.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

This grant requires that we provide matching funds that equal 35% of the total project. This match can be in-kind, cash or a combination of both. TCAO provides an in-kind match by using the hours that two UT School of Social Work interns provide throughout the year. TCAO will provide a cash-match equaling \$34,053, provided by the general fund, and whose origin comes from 60% of a salary for a Victim Counselor in the PO division that is already established. Last year, TCAO had to provide an additional cash match due to the added position that we requested funding for. Since we are no longer including that position in this years' application, no cash match is needed.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Yes, this grant contract offers a 3% indirect cost allocation.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Should there be discontinuance of grant funding, our office would ask the Commissioner's Court for permission to fund the attorney position using revenue from the general fund. The likelihood of this request being granted is unknown given today's economic climate. However, no other programs will be able to be discontinued.

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Continuing this accelerated prosecution program will provide more outreach and connection to victims, as well as increase how quickly we are able to file charges. Additionally, the prosecutor will assist with managing the ever-increasing family violence caseload. Last year, we filed 3,081 family violence misdemeanor cases, each case with a victim who needs outreach. Our office has also been very close to meeting the measure for how many cases we dismiss (actual: 743, target: 700) or receive convictions on (actual: 655, target: 800). This project is an essential and imperative part of our office and ultimately guarantees that victims get needed support and guidance, and offenders are held accountable for their actions. It is our hope to continue maintaining this grant so we can keep working towards reaching our identified goals, which will ultimately serve all of Travis County.

DAVID ESCAMILLA  
COUNTY ATTORNEY



COUNTY ATTORNEY'S OFFICE  
314 W. 11<sup>TH</sup> ST.  
SUITE 300  
AUSTIN, TEXAS 78701  
Phone: (512) 854-9415  
Fax: (512) 854-9316

## Memorandum

**William Derryberry - PBO**  
**David Escamilla, TCAO**  
**Mack Martinez, TCAO**  
**Chantelle Abruzzo, TCAO**  
**Dede Bell, Auditor's Office**  
**TO: Jessie Mars, Auditor's Office**  
**FROM: Megan Fox Navarro, LMSW, TCAO**  
**DATE: October 10, 2013**  
**FY 2014 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant Application**  
**RE: #2104405**

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Dear William Derryberry,

The Travis County Attorney's Office has received the grant award for the 2014 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant. This grant is from the Office of the Governor and is for the time period of 9/1/2013 – 8/31/2014.

The funding from this grant will provide TCAO with 1 FTE intake prosecutor and 1 part-time victim counselor in the summer of 2014. **The award amount for the application is \$84,954. The required cash match is \$34,053.**

TCAO is requesting that the Commissioner's Court approve the grant award. It is imperative that this issue get on the Commissioner's Court agenda for approval no later than October 29, 2013.

Attached for your review are the following documents:

- 
- 1) Grant Summary Sheet
  - 2) Resolution
  - 3) Grant Award Letter
- 

Should you have any questions regarding this grant, please contact me.

Sincerely,

*Megan Fox Navarro*

Megan Fox Navarro, LMSW  
Senior Victim Counselor  
Office: 512-854-9529, Fax: 512-854-9570  
Travis County Attorney's Office, Family Violence Division



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

October 07, 2013

The Honorable Samuel Biscoe  
County Judge  
PREVIEW - Travis County - PREVIEW -  
Post Office Box 1748  
Austin, Texas 78767-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at [eGrants@governor.state.tx.us](mailto:eGrants@governor.state.tx.us).

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett  
Executive Director

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
**STATEMENT OF GRANT AWARD**

<b>Grant Number:</b>	WF-13-V30-21044-05	<b>CFDA or State ID:</b>	16.588
<b>Program Fund:</b>	WF-Violence Against Women Formula Grants		
<b>Grantee Name:</b>	PREVIEW - Travis County - PREVIEW -		
<b>Project Title:</b>	Family Violence Accelerated Prosecution Program		
<b>Grant Period:</b>	09/01/2013 - 08/31/2014		
<b>Liquidation Date:</b>	11/29/2014		
<b>Date Awarded:</b>	October 07, 2013		
<b>CJD Grant Manager:</b>	Reilly Webb		

<b>CJD Award Amount:</b>	\$84,954.00
<b>Grantee Cash Match:</b>	\$34,053.00
<b>Grantee In Kind Match:</b>	\$17,088.00
<b>Total Project Cost:</b>	\$136,095.00

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**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

1



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

**Memorandum**

**To:** CJD Grant Recipients  
**From:** Aimee Snoddy, Deputy Director  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** October 07, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

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**Conflict of Interest** – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**Contracting and Procurement** – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

**Travel** – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

**Criminal History Reporting** - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28 C.F.R. Part 23 Training** - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

**Programs Approved to Pay Overtime for Personnel** - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

**Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying** - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

23b

THE STATE OF TEXAS  
COUNTY OF TRAVIS

**RESOLUTION**

**WHEREAS**, The County Commissioners of Travis County, Texas finds it in the best interest of the citizens of Travis County, that the Travis County Attorney's Office operate the Family Violence Accelerated Prosecution Program; and

**WHEREAS**, the Commissioners of Travis County have agreed to provide the minimum matching percentage for the said project as required by the Office of the Governor, Criminal Justice Division, grant application; and

**WHEREAS**, County Commissioners of Travis County agrees that in the event of loss or misuse of the Criminal Justice Division funds, the County Commissioners of Travis County assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, County Commissioners of Travis County designates Samuel T. Biscoe, County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOVLED** that the County Commissioners of Travis County, Texas approves submission of the Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation grant application to the Office of the Governor, Criminal Justice Division for support of the Travis County Attorney's Office's Family Violence Accelerated Prosecution Program.

Signed by: Samuel T. Biscoe  
Samuel T. Biscoe  
Travis County Judge

Passed and Approved this 26<sup>th</sup> (Day) of February (Month), 2013 (Year)

Grant Application Number: 2104405



**TRAVIS COUNTY**  
**FY 14 GRANT SUMMARY SHEET**

Contract #:   
SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Civil Courts (122)	
Contact Person/Title:	Judge Darlene Byrne, 126th District Judge / Peg Liedtke, Director of Civil Courts	
Phone Number:	512-854-9313 or 512-854-9364	

Grant Title:	Family Drug Treatment Court (Grant #1974707)		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division's Drug Court Program		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 67,297.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 67,297.00
Operating:	\$ 67,397.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 67,397.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 2,693.88	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,693.88
<b>Totals:</b>	<b>\$ 137,387.88</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 137,387.88</b>
FTEs:	1.00	0.00	0.00	0.00	1.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 12 Measure	Actual FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ - Applicable Departmental Measures					
1.	Number of new enrollments in the program	27	29	24	24
2.	Number of participants in the program	56	57	48	48
3.	Number of people assessed for eligibility to participate in the program	42	36	32	32
+ - Measures for the Grant					
1.	Number of participants employed or enrolled in school at the time of drug court graduation	10	14	8	8
Outcome Impact Description		Indicates the number of participants who are employed full or part time or who are enrolled in GED preparation or a vocational or college program at the time that they successfully complete the drug court program.			
2.	Number of participants that earn a GED, high school diploma, or vocational training credential while in the program	2	0	2	2
Outcome Impact Description		Indicates the number of program participants that earn some sort of certification or degree, including a GED or high school diploma while they are participating in the FDTC program this fiscal year			
3.	Number of participants that successfully complete the program	14	17	10	10
Outcome Impact Description		Indicates the number of successful graduates from the FDTC program this fiscal year.			

**PBO Recommendation:**

This grant contract is to continue the intensive services provided to parents with substance abuse problems that are in the family court system. The performance measures indicate that the current year performance measures are generally on track to be met or exceeded.

There is no county match required. PBO recommends approval.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The mission of the FDTC is to provide a spectrum of court and community-based supports for parents involved in the child welfare system that promotes recovery from alcohol and drug addiction and encourages healthy lifestyle choices. The vision of the FDTC is for parent participants to become sober, responsible caregivers so they can ensure the safety and well-being of their children. The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

The Civil Courts are requesting contract approval for funding for the Travis County Family Drug Treatment Court program in FY 2014 for this grant with the Office of the Governor's Criminal Justice Division Drug Court Program Grant. The Drug Court currently has a Drug Court Coordinator that would continue with the approval of this grant.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no match requirements associated with this grant.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Indirect costs of two percent are allowed under this funding source and have been included in the grant application.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding; Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the County will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

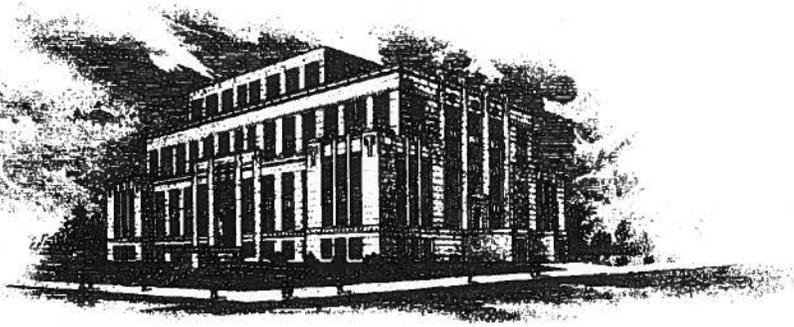
6. If this is a new program, please provide information why the County should expand into this area.

Not applicable.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

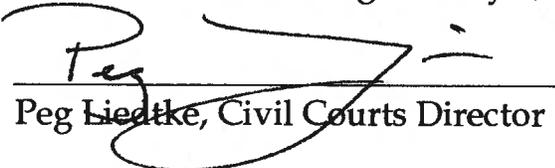
The Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.

To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation and reporting as required.



Office of the District Judges  
Heman Marion Sweatt Courthouse  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9300

TO: Victoria Ramirez, Budget Analyst, Planning and Budget Office

FROM:   
Peg Liedtke, Civil Courts Director

DATE: October 9, 2013

RE: Contract Approval Request - Family Drug Treatment Court,  
FY 2014 Grant with the Governor's Criminal Justice Division

Please consider this request from the Civil Courts for contract approval of the FY 2014 grant with the Office of the Governor's Criminal Justice Division (CJD) program for the Family Drug Treatment Court in the requested amount of \$137,387.88.

It is our understanding that revenue will be certified by the County Auditor when all of the normal requirements for the grant contract have been met. Please contact me or Amanda Michael if further information is required or if you have any questions.

Thank you very much for your consideration.



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

September 13, 2013

The Honorable Samuel Biscoe  
County Judge  
PREVIEW - Travis County - PREVIEW -  
1000 Guadalupe St.  
Austin, Texas 78701-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at [eGrants@governor.state.tx.us](mailto:eGrants@governor.state.tx.us).

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett  
Executive Director

OFFICE OF THE GOVERNOR  
CRIMINAL JUSTICE DIVISION  
STATEMENT OF GRANT AWARD

**Grant Number:** DC-14-A10-19747-07 **CFDA or State ID:** 00.303  
**Program Fund:** DC-Drug Court Program  
**Grantee Name:** PREVIEW - Travis County - PREVIEW -  
**Project Title:** Family Drug Treatment Court  
**Grant Period:** 09/01/2013 - 08/31/2014  
**Liquidation Date:** 11/29/2014  
**Date Awarded:** September 13, 2013  
**CJD Grant Manager:** Anissa Johnson

**CJD Award Amount:** \$137,387.88  
**Grantee Cash Match:** \$0.00  
**Grantee In Kind Match:** \$0.00  
**Total Project Cost:** \$137,387.88

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**Condition(s) of Funding and Other Fund-Specific Requirement(s):**

- 1 Other Condition of Funding. During FY 2014 CJD will allow your agency to use the Addition Method to add generated program income to the OOG budget in an amount up to \$6,100.00, resulting in an overall increase in the approved budget. Once this amount has been reached further collected generated program income must be applied using the Deduction Method, which will begin to reduce the OOG award amount. All generated program income must be reported to CJD through a formal grant adjustment to secure CJD approval prior to use of the program income.
- 2 Other Condition of Funding. Pursuant to SB 462 relating to specialty court programs in Texas that was passed during the Regular 83rd Legislative Session, please upload a completed Specialty Court Registration Form, which will serve as written notice of your program and a copy of the original resolution or other official declaration that established your program. The Registration Form is available on the eGrants Updates page under Forms.



State of Texas  
Office of the Governor  
Criminal Justice Division

Rick Perry  
Governor

**Memorandum**

**To:** CJD Grant Recipients  
**From:** Aimee Snoddy, Deputy Director  
**Contact:** (512) 463-1919  
**Re:** Grantee Responsibilities  
**Date Awarded:** September 13, 2013

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**Audit Requirements** – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

**Supplanting** – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

**Conflict of Interest** – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**Contracting and Procurement** – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

**Travel** – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

**Uniform Crime Reporting** – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

**Criminal History Reporting** - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

**Limited English Proficiency** – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

**Law Enforcement Programs** – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

**28 C.F.R. Part 23 Training** - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

**Programs Approved to Pay Overtime for Personnel** - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

**Cancellation for Awards** - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

**Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

**Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

**Public Information Requests** - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

**Prohibited Acts of Agencies and Individuals** - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

**Employment of a Lobbyist** - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

**Legislative Lobbying** - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

**Use of Alcoholic Beverages** - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Juvenile Probation	
<b>Contact Person/Title:</b>	Maya Duff/Grant Coordinator	
<b>Phone Number:</b>	512-854-7046	

<b>Grant Title:</b>	Travis County Juvenile Treatment Drug Court- SAMHSA/CSAT		
<b>Grant Period:</b>	From: <input type="text" value="Sep 30, 2013"/>	To: <input type="text" value="Sep 29, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 223,749	\$ 0	\$ 0	\$ 0	\$ 223,749
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,921	\$ 0	\$ 0	\$ 0	\$ 3,921
<b>Totals:</b>	<b>\$ 227,670</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 227,670</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of Staff Trained	n/a	n/a	n/a	7
2.					
3.					
+ - Measures for the Grant					
1.					
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court permission to receive an administrative supplement of \$27,700 from the Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT) for the Travis County Juvenile Treatment Drug Court program. With the supplement, the total grant award would increase from \$199,970 to \$227,670.

The department indicates that the additional funds will be used to pay for consulting and training to continue the work of evidence-based practices (EBP) in substance abuse treatment programs in the Juvenile Probation Department.

PBO recommends approval of this award.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

With a \$27,700 administrative supplement from SAMHSA, Travis County Juvenile Probation Department (TCJPD) will contract with a provider to continue and expand the use of the GAIN (Global Appraisal of Individual Needs), utilization of the GAIN ABS (Assessment Building System), its data management services and the training (1-Administrative slot and 2 Clinical slots) as well as project coordination. TCJPD will also contract for additional A-CRA staff training and certification, Evidence Based Training (EBT) coordination and to maintain the EBTx Account; this will help program managers and evaluators work together to develop, implement, evaluate, improve, and sustain evidence-based practices (EBP) in substance abuse treatment programs.

**2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?**

There are no long term County funding requirements of this grant.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No match required

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previous presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This supplement will increase the number of staff trained to administer components of the Drug Court Program. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TJJD.

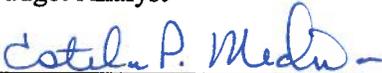


## TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

**TO:** Aerin Toussaint, PBO  
Budget Analyst

**FROM:**   
Estela P. Medina  
Chief Juvenile Probation Officer

**THROUGH:**   
Maya Duff  
Grant Coordinator

**SUBJECT:** Administrative Supplement Award for Juvenile Treatment Drug Court- Substance Abuse and Mental Health Services Administration (SAMHSA) and the Center for Substance Abuse Treatment (CSAT)

**DATE:** October 2, 2013

Travis County Juvenile Probation Department has been awarded an administrative supplement of \$27,700 to support the Juvenile Treatment Drug Court from SAMHSA. This is due to a change in SAMHSA's contract providers for FY14. The supplement will be used to provide training and technical assistance for the GAIN assessment and the ACRA program, two critical components of the Juvenile Treatment Drug Court.

We request that the item be placed on the **October 22nd** Commissioner's Court agenda for their consideration and action. If you have any questions, please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

**CC:** Jim Connolly  
Patty Lennon  
Darryl Beatty  
Emmitt Hayes  
Kathy Smith  
Sylvia Mendoza  
Grant File



Juvenile Drug Courts  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Center for Substance Abuse Treatment

**Grant Number:** 5H79TI020920-04 REVISED

**Program Director:**  
Estela Medina

**Project Title:** Travis County Juvenile Treatment Drug Court

Grantee Address	Business Address
COUNTY OF TRAVIS County Judge 2515 South Congress Avenue Austin, TX 78704	Travis County County Judge P.O. Box 1748 Austin, TX 78767

**Budget Period:** 09/30/2013 – 09/29/2014

**Project Period:** 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award to reflect an increase in the amount of \$27,700 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Sections 501 (d) (18 ) and 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 5H79TI020920-04 REVISED**

**Award Calculation (U.S. Dollars)**

<b>Supplies</b>	\$2,500
<b>Consortium/Contractual Cost</b>	\$210,287
<b>Travel Costs</b>	\$6,962
<b>Other</b>	\$4,000
<b>Direct Cost</b>	\$223,749
<b>Indirect Cost</b>	\$3,921
<b>Approved Budget</b>	\$227,670
<b>Federal Share</b>	\$227,670
<b>Cumulative Prior Awards for this Budget Period</b>	\$199,970
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$27,700</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
4	\$227,670

\* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

**CFDA Number:** 93.243  
**EIN:** 1746000192A3  
**Document Number:** 10TI20920A  
**Fiscal Year:** 2013

<b>IC</b>	<b>CAN</b>	<b>Amount</b>
TI	C96T511	\$227,670

**TI Administrative Data:**

**PCC:** JDRUG-CR / **OC:** 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI020920-04 REVISED**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III – TERMS AND CONDITIONS – 5H79TI020920-04 REVISED**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.

- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:  
Additional Costs**

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**SECTION IV – TI Special Terms and Condition – 5H79TI020920-04 REVISED**

**REMARKS:**

This award approves supplemental funds in the amount of \$27,700, as requested in the grantee's budget submitted September 20, 2013, to continue the required GAINS screening and the use of the A-CRA treatment model over the course of the year.

**SPECIAL CONDITION OF AWARD:**

NONE

**SPECIAL TERM OF AWARD:**

Grant funds appropriated to SAMHSA/CSAT for drug treatment courts must be used to serve people diagnosed with a substance use disorder as their primary condition.

**STANDARD TERMS OF AWARD:**

Refer to the following SAMHSA website for Standard Terms of Award:

<http://www.samhsa.gov/Grants/management.aspx#noa> (Standard Terms of Award)

**Updated Key Staff change**

The recipient is required to notify the GMO in writing if the Project Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.

The request for approval of a substitute PD/key person should include a justification for the change, the biographical sketch of the individual proposed, other sources of support (if applicable), and any budget changes resulting from the proposed change. If the arrangements proposed by the recipient, including the qualifications of any proposed replacement, are not acceptable to SAMHSA, the grant may be suspended or terminated. If the recipient wants to terminate the project because it cannot make suitable alternate arrangements, it must notify the GMO, in writing, of its wish to terminate, and the GMO will forward closeout instructions.

Key staff (or key staff positions, if staff has not been selected) are listed below:

Estela Medina, Project Director @ 5% level of effort

**REPORTING REQUIREMENTS:**

Submission of a Programmatic Semi-Annual Report is due no later than the dates as follows:

- 1st Report - April 30, 2014
- 2nd Report - October 31, 2014

**ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER**

Refer to the following SAMHSA website for the Closeout instructions which applies to the last year of the project period:

<http://www.samhsa.gov/Grants/management.aspx#gc> (Closeout instructions)

**CONTACTS:**

Holly Rogers, Program Official

**Phone:** (240) 276-2916 **Email:** holly.rogers@samhsa.hhs.gov **Fax:** (240) 276-2970

Debbie Dunne, Grants Specialist

**Phone:** (240) 276-0409 **Email:** Debbie.Dunne@samhsa.hhs.gov **Fax:** (240) 276-1430



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/22/13

**Prepared By/Phone Number:** Cynthia Lam-Roldan, 854-4822

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine salary adjustment from STAR Flight for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint.
- C. Non-routine from Sheriff's Office for a variance to Travis County Code § 10.03009, Voluntary Job Change.
- D. Non-routine request from the District Clerk for a variance to Travis County Code Chapter §10.0155, Employment of Special Project Employees.
- E. Non-routine request from Records Management and Communication Resources for a variance to Travis County Code Chapter §10.0155, Employment of Special Project Employees.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 9.**

**B. Non-Routine Personnel Action – Pages 10 - 13.**

**STAR Flight** requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

**C. Non-Routine Personnel Action – Pages 10, 14 - 16.**

**Sheriff's Office** requests approval for a voluntary job change with pay not adjusted to previous pay - Travis County Code § 10.03009 (b)(1), from Cadet, PG 80 returning to Security Coord, PG 13. HRMD has reviewed supporting documentation and concurs with this request. PBO has confirmed sufficient funds.

**D. Non-Routine Personnel Action – Pages 10, 17 – 19.**

**District Clerk** requests approval to extend a Special Project Employee position for an additional year. Travis County Code §10.0155 Employment of Special Project Employees specifies that the duration is expected to last more than 6 months and less than 2 years. HRMD recommends approval of the proposed extension. PBO has confirmed funding.

**E. Non-Routine Personnel Action – Pages 10, 17 – 18, and 20.**

**Records Management and Communication Resources** request approval to extend a Special Project Employee position for an additional year. Travis County Code §10.0155 Employment of Special Project Employees specifies that the duration is expected to last more than 6 months and less than 2 years. HRMD recommends approval of the proposed extension. PBO has confirmed funding.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

**STAFF RECOMMENDATIONS:**

N/A

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**REQUIRED AUTHORIZATIONS:**

Todd Osburn, Human Resources Management Department, 854-2744  
Debbie Maynor, Human Resources Management Department, 854-9170  
Leslie Browder, Planning and Budget Office, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# HRMD

Human Resources Management Department

700 Lavaca Street, 4<sup>th</sup> Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX (512) 854-9757

**October 22, 2013**

**ITEM # :**

**DATE:** October 11, 2013

**TO:** Samuel T. Biscoe, County Judge  
 Ron Davis, Commissioner, Precinct 1  
 Bruce Todd, Commissioner, Precinct 2  
 Gerald Daugherty, Commissioner, Pct. 3  
 Margaret Gomez, Commissioner, Precinct 4

**VIA:** Leslie Browder, County Executive, Planning and Budget *LB*

**FROM:** Debbie Maynor, Director, HRMD *DM*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 9.**

**B. Non-Routine Personnel Action – Pages 10 - 13.**

**STAR Flight** requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

**C. Non-Routine Personnel Action – Pages 10, 14 - 16.**

**Sheriff's Office** requests approval for a voluntary job change with new pay not adjusted to previous pay- Travis County Code § 10.03009(b)(1), from Cadet, PG 80 returning to Security Coord, PG 13. HRMD has reviewed supporting documentation and concurs with this request. PBO has confirmed sufficient funds.

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**E. Non-Routine Personnel Action – Pages 10, 17 – 18, and 20.**

**Records Management and Communication Resources** request approval to extend a Special Project Employee position for an additional year. Travis County Code §10.0155 Employment of Special Project Employees specifies that the duration is expected to last more than 6 months and less than 2 years. HRMD recommends approval of the proposed extension. PBO has confirmed funding.

If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LB/DM/TLO

**Attachments**

cc: **Planning and Budget Department**  
**County Auditor**  
**County Auditor-Payroll (Certified copy)**  
**County Clerk (Certified copy)**

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt.	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt.
New Hire	New Hire	10/14/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30050008 / Park Tech I / 2 - Temporary / 06 - Hourly - No Bnf / GRD08 / 00 / \$11.00
New Hire	New Hire	10/07/2013	N/A	N/A	2000 - County Auditor	30000079 / Aud Business Consultant I / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$95,000.00
New Hire	New Hire	10/07/2013	N/A	N/A	3100 - County Attorney	30000719 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$68,095.87
New Hire	New Hire	10/07/2013	N/A	N/A	3100 - County Attorney	30000718 / Attorney III / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$70,137.60
New Hire	New Hire	10/01/2013	N/A	N/A	3150 - County Clerk	30006685 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	10/14/2013	N/A	N/A	3150 - County Clerk	30006649 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00
New Hire	New Hire	10/07/2013	N/A	N/A	3150 - County Clerk	30006365 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00

2

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/07/2013	N/A	N/A	3150 - County Clerk	30006709 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	10/07/2013	N/A	N/A	3150 - County Clerk	30006836 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	09/30/2013	N/A	N/A	3200 - District Clerk	30001152 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	10/07/2013	N/A	N/A	3400 - Justice of the Peace Pct 1	30001623 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	10/07/2013	N/A	N/A	3650 - Juvenile Probation	30004554 / Child Support Compliance / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,052.80
New Hire	New Hire	10/07/2013	N/A	N/A	3650 - Juvenile Probation	30004381 / Juvenile Rsdnt Treatment / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	10/01/2013	N/A	N/A	3650 - Juvenile Probation	30004438 / Counselor Sr / 1 - Regular / 04 - Part Time Non- Exempt / GRD17 / 00 / \$20,404.80
New Hire	New Hire	10/01/2013	N/A	N/A	3650 - Juvenile Probation	30004324 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/07/2013	N/A	N/A	3650 - Juvenile Probation	30004329 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59
New Hire	New Hire	10/01/2013	N/A	N/A	3650 - Juvenile Probation	30004312 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59
Re-Hire	Re-Hire	10/07/2013	N/A	N/A	3150 - County Clerk	30006831 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
Re-Hire	Re-Hire	10/01/2013	N/A	N/A	3200 - District Clerk	30051603 / Court Clerk Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD11 / 00 / \$26,417.46
Mobility	Part-Time to Full-Time	10/08/2013	1350 - Human Resources Management	3000284 / Human Resources Specialist Sr / 1 - Regular / 03 - Part Time Exempt / GRD21 / 00 / \$52,000.00	1350 - Human Resources Management	3000284 / Human Resources Specialist Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$65,000.00
Mobility	Reclassification	10/01/2013	3600 - Pretrial Services	30005950 / Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$44,379.18	3600 - Pretrial Services	30005950 / Chemical Dependency Counselor / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$44,379.18
Mobility	Reclassification	10/01/2013	3600 - Pretrial Services	30005941 / Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$41,494.00	3600 - Pretrial Services	30005941 / Counselor / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$41,494.00

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Reclassification	10/01/2013	3600 - Pretrial Services	30005938 / Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$46,046.17	3600 - Pretrial Services	30005938 / Chemical Dependency Counselor / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$46,046.17
Mobility	Temporary to Regular	10/01/2013	1550 - Counseling and Education Sv	30003841 / Social Services Dir / 2 - Temporary / 05 - Hourly - Retmt / GRD25 / 00 / \$45.67	1550 - Counseling and Education Sv	30003841 / Social Services Dir / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$88,524.59
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30051004 / Planner / 2 - Temporary / 06 - Hourly - No Bnf / GRD19 / 00 / \$25.73	1850 - Health and Human Sv and Vet Sv	GRD19 / 00 / \$26.50
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30050826 / Office Specialist / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$14.40	1850 - Health and Human Sv and Vet Sv	GRD12 / 00 / \$14.83
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30005969 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$14.00	1850 - Health and Human Sv and Vet Sv	GRD12 / 00 / \$14.42
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30005441 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1850 - Health and Human Sv and Vet Sv	GRD12 / 00 / \$14.00
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30051077 / Office Specialist / 2 - Temporary / 06 - Hourly - No Bnf / GRD12 / 00 / \$13.59	1850 - Health and Human Sv and Vet Sv	GRD12 / 00 / \$14.00
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30050426 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1850 - Health and Human Sv and Vet Sv	GRD12 / 00 / \$14.00

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30050293 / Planner / 2 - Temporary / 05 - Hourly - Retmt / GRD19 / 00 / \$21.81	1850 - Health and Human Sv and Vet Sv	GRD19 / 00 / \$22.46
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30006004 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1850 - Health and Human Sv and Vet Sv	GRD12 / 00 / \$14.00
Salary Change	Salary/Hourly Rate Change	10/01/2013	1850 - Health and Human Sv and Vet Sv	30050401 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	1850 - Health and Human Sv and Vet Sv	GRD12 / 00 / \$14.00
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005509 / Helicopter Pilot Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD26 / 00 / \$90,495.83	1900 - STAR Flight	GRD26 / 00 / \$92,305.75
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005524 / Flight Paramedic / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$59,204.15	1900 - STAR Flight	GRD22 / 00 / \$60,388.23
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005508 / Helicopter Pilot Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD26 / 00 / \$79,856.03	1900 - STAR Flight	GRD26 / 00 / \$81,453.15
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005530 / Aircraft Mechanic / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$60,799.17	1900 - STAR Flight	GRD22 / 00 / \$62,015.15
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005511 / Helicopter Pilot Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD26 / 00 / \$75,661.64	1900 - STAR Flight	GRD26 / 00 / \$78,688.11

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005519 / Flight Registered Nurse / 1 - Regular / 02 - Full Time Non-Exempt / GRD24 / 00 / \$75,251.58	1900 - STAR Flight	GRD24 / 00 / \$78,261.64
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005501 / Administrative Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$45,672.32	1900 - STAR Flight	GRD16 / 00 / \$47,499.21
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005504 / Helicopter Pilot Chief Flight / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$101,345.38	1900 - STAR Flight	GRD27 / 00 / \$103,372.29
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005531 / Aircraft Mechanic Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD23 / 00 / \$74,344.49	1900 - STAR Flight	GRD23 / 00 / \$75,831.38
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005525 / Flight Paramedic / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$66,417.83	1900 - STAR Flight	GRD22 / 00 / \$69,074.54
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005520 / Medical Supv Chief / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$88,566.82	1900 - STAR Flight	GRD26 / 00 / \$92,109.49
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005528 / Aircraft Maintenance Dir / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$91,730.71	1900 - STAR Flight	GRD25 / 00 / \$95,399.94
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005522 / Flight Paramedic / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$71,208.66	1900 - STAR Flight	GRD22 / 00 / \$74,057.01

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005515 / Flight Registered Nurse / 1 - Regular / 02 - Full Time Non-Exempt / GRD24 / 00 / \$75,251.58	1900 - STAR Flight	GRD24 / 00 / \$76,756.61
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005521 / Flight Paramedic / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$59,204.15	1900 - STAR Flight	GRD22 / 00 / \$60,388.23
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005503 / Operations Dir / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$114,194.20	1900 - STAR Flight	GRD28 / 00 / \$118,761.97
Salary Change	Salary/Hourly Rate Change	10/01/2013	1900 - STAR Flight	30005500 / Program Dir / 1 - Regular / 01 - Full Time Exempt / GRD29 / 00 / \$122,354.39	1900 - STAR Flight	GRD29 / 00 / \$127,248.57
Salary Change	Salary/Hourly Rate Change	10/01/2013	3600 - Pretrial Services	30003909 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,134.72	3600 - Pretrial Services	GRD16 / 00 / \$40,041.46
Salary Change	Salary/Hourly Rate Change	10/01/2013	3600 - Pretrial Services	30003919 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,291.62	3600 - Pretrial Services	GRD16 / 00 / \$41,256.20
Salary Change	Salary/Hourly Rate Change	10/01/2013	3600 - Pretrial Services	30003907 / Pretrial Officer I / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,134.72	3600 - Pretrial Services	GRD16 / 00 / \$40,041.46

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<b>FY 14 BUDGET CLASSIFICATION CHANGES</b>							
<b>Personnel Area</b>	<b>Position #</b>	<b>Current</b>			<b>HRMD Recommends</b>		
		<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>District Clerk</b>	30001105	Court Clerk II Sr / 20000085	NE	16	Records Analyst / 20000366	NE	17
<b>District Clerk</b>	30001134	Court Clerk II Sr / 20000085	NE	16	Records Analyst / 20000366	NE	17
<b>District Clerk</b>	30001173	Court Clerk II Sr / 20000085	NE	16	Records Analyst / 20000366	NE	17
<b>District Clerk</b>	30001174	Court Clerk II Sr / 20000085	NE	16	Records Analyst / 20000366	NE	17
<b>District Clerk</b>	30050199	Court Clerk II Sr / 20000085	NE	16	Records Analyst / 20000366	NE	17
<b>District Clerk</b>	30001133	Ct Svcs Mgmt Adm Coord / 20000282	E	18	Business Analyst Associate / 20000442	E	19
<b>District Clerk</b>	30000170	Court Clerk I / 20000083	NE	13	Court Clerk II / 20000084	NE	15

**Departments submitted reclassification requests in FY 14 budget in order to meet departmental needs. PBO has confirmed funding available.**

<b>NON-ROUTINE PERSONNEL ACTIONS – SALARY ADJUSTMENT &amp; VOLUNTARY JOB CHANGE</b>				
<b>Personnel Area (From)</b>	<b>CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt</b>	<b>Personnel Area (To)</b>	<b>NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt</b>	<b>Comments</b>
1900 - STAR Flight	30005516 / Flight Registered Nurse / 1 - Regular / 02 - Full Time Non-Exempt / GRD24 / 00 / \$90,258.88	1900 - STAR Flight	GRD24 / 00 / \$92,064.06	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3500 - Sheriff	30002288 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002607 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,042.72	Voluntary job change. Not returning to previous pay. Travis County Code § 10.03009(b)(1).

<b>NON-ROUTINE ACTIONS – SPECIAL PROJECT EMPLOYEE POSITION EXTENSIONS</b>		
<b>Personnel Area</b>	<b>Positions</b>	<b>Position Title</b>
3200 – District Clerk	30001158	Court Clerk Asst
1800 - Rcd Mgmt and Comm Rsrc	30005963	Imaging Production Tech

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.**

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Bruce Todd, Commissioner, Pct. 2**

\_\_\_\_\_  
**Gerald Daugherty, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**



# Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

## MEMORANDUM

DATE: October 11, 2013

TO: Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Bruce Todd, Commissioner, Precinct 2  
Gerald Daugherty, Commissioner, Precinct 3  
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: EMS Non-Routine Salary Actions, Position 30005516

HRMD requests Commissioners Court to discuss and consider the following action.

### EMS Request:

Emergency Medical Service (EMS) requests approval to increase the salary of one Flight Registered Nurse (PG 24) by two percent. The total dollar increase is \$1,805.18. The resultant salary would be at or above midpoint + 10%. The proposed actions would apply to the following position:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30005516	Flight Registered Nurse	\$90,258.88	\$92,064.06

### Policy

*Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.*

### Issue

The action is non-routine by policy since the proposed increases would place the employee beyond midpoint + 10% of the pay grade.

**Recommendation**

HRMD recommends approval of EMS' proposed salary action. The proposed increase is not substantial and is consistent with the aim of the policy. The action would be effective October 1, 2013. The Planning & Budget Office has verified sufficient funding exists for the action.



# Travis County **STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Todd Osburn, Human Relations Management Department  
**Through:** Danny Hobby, County Executive, Emergency Services  
**From:** Casey Ping, Program Director, **STAR Flight**  
**Date:** October 7, 2013  
**Subject:** Salary Adjustment

During the FY14 budget process the Department recommended reallocating some of its existing permanent salary savings for employee salary adjustments based on the employees FY12 evaluation. Those **STAR Flight** employees that were rated high meets or exceeds during the FY12 evaluation period would receive 2 and 4 percent pay increases. The eligible employee below would be 10 percent above mid-point level.

Position Number	Current Salary	Percent Increase	Increase	Final Salary
30005516	\$90,258.88	2%	\$1,805.18	\$92,064.06
Total			\$1,805.18	

The Department would like to implement this effective October 1, 2013. Funding is available within the current budget of the Department.

Please let me know if you have any questions or need additional information.

Cc: Alan Miller, PBO  
Bill Derryberry, PBO  
Christine Lego, Emergency Services



# HRMD *Human Resources Management Department*

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

## MEMORANDUM

DATE: October 11, 2013

TO: Samuel T. Biscoe, County Judge  
 Ron Davis, Commissioner, Precinct 1  
 Bruce Todd, Commissioner, Precinct 2  
 Gerald Daugherty, Commissioner, Precinct 3  
 Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget *LB*

FROM: Debbie Maynor, Director of HRMD *DM*

SUBJECT: TCSO - Non-Routine Salary Action, Position 30002288

HRMD requests Commissioners Court to discuss and consider the following action.

### TCSO's Request:

TCSO requests approval to reduce the pay of one Cadet by \$1,876.78 upon the employee's voluntary reassignment to Security Coordinator. The resulting pay differential between steps 1 (\$52,301.81) and 3 (\$54,414.67) is approximately 4.82 percent. The pay action would apply to the following positions:

<u>From</u>	<u>To</u>
Position 30002288	Position 30002607
Cadet	Security Coordinator
PG 80 (POPS Scale)	PG 13 (Classified Pay Scale)
\$38,919.50	\$37,042.72

### Policy:

Travis County Code §10.03009(b)(1) states that Elected Officials do have flexibility in determining the amount of pay in the event of a voluntary reassignment but that if the employee returns to a job from which he or she was promoted within the last twelve months, the decrease is equivalent to the amount of the promotional increase.

**History:**

On January 16, 2013, the employee in question was promoted from Security Coordinator to Cadet and received a salary increase from \$34,997.66 to \$38,919.50. The employee moved from the Classified Pay Scale to the Peace Officer Pay Scale (POPS). The promotion did not work out as intended. After legal negotiations, the employee agreed to be returned to a Security Coordinator at the salary of \$37,042.72.

**Issues:**

Policy states that when a voluntary reassignment takes place in such circumstances, the employee should return to the salary that he or she was earning prior to the promotion. In this case, that salary would be \$34,997.66. The salary that the employee and TCSO have agreed to is \$2,045.06 higher than the policy would allow; but is the salary that both sides have agreed to after legal negotiations.

**Recommendation:**

HRMD recommends approval of this salary action. The salary was agreed to after legal negotiations and has been endorsed by the County Attorney's Office. Both sides have agreed to the amount and the action forestalls possible litigation. Sufficient funding is available. The salary adjustment will be effective September 22, 2013.



JAMES N. SYLVESTER  
Chief Deputy

**GREG HAMILTON**

**TRAVIS COUNTY SHERIFF**

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

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

October 9, 2013

To: Travis County Judge and Commissioners

From: Greg Hamilton, Sheriff *GH*

Subject: Salary Adjustment - *30002288*

I am requesting a non-routine salary adjustment for \_\_\_\_\_ : promoted from a classified position to the POPS scale and has elected to accept a voluntary job change back to a classified position. With the additional experience garnered as a Cadet, I feel that \_\_\_\_\_ has the knowledge and skills deserving of a pay rate of \$3,086.89 per month. The salary adjustment will be effective September 22, 2013.

I appreciate your consideration and approval in resolving this issue. Please advise if there are any questions.

GH/cw

cc: Todd Osburn, Compensation Mgr.  
Darren Long, Major  
Kate Kearney, TCSO HR Mgr.



## Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

### MEMORANDUM

DATE: October 11, 2013

TO: Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Bruce Todd, Commissioner, Precinct 2  
Gerald Daugherty, Commissioner, Precinct 3  
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget *JB*

FROM: Debbie Maynor, Director of HRMD *DM*

SUBJECT: Special Project Positions 30001158, 30005963 – End Date Extensions

HRMD requests Commissioners Court to discuss and consider the following action.

#### **Request:**

The District Clerk's Office and the Records Management Department are each requesting the extension of one Special Project position. Typically, Commissioners Court will approve a Special Project position for up to two years. After the two year period, special approval for extension of positions is required by Commissioners Court.

The District Clerk is requesting extension of position #30001158 (PG 11). This position is a Court Clerk Assistant position being used for a special scanning project in the Criminal Division.

Records Management is requesting the extension of position #30005963 (PG 11). This position is for an Imaging Production Tech being used to work on a special project for scanning records. No salary-related actions are being requested.

#### **Policy:**

*Travis County Code §10.0155(c)(1) stipulates that special project employees have a duration of six months to two years. Section 10.0155(d) states that extension of Special Project employees can be approved at any voting session of the Commissioners Court.*



**Recommendation:**

HRMD recommends approval of the proposed end date extensions. The Planning and Budget Office (PBO) has confirmed that these positions were budgeted for FY 2014 and has included them in the budget approved by Commissioners Court on September 24, 2013. The extension would be effective through September 30, 2015.



**Amalia Rodriguez-Mendoza**  
District Clerk, Travis County  
Travis County Courthouse Complex  
P. O. Box 1748  
Austin, Texas 78767

2013 OCT -9 AM 8:01

**PERSONNEL**

**Memorandum**

October 08, 2013

To Whom It May Concern:

The District Clerk's Office request's continuance of Court Clerk Assistant position/special project worker (ID#30001158) for FY14 due to the ongoing Criminal Division scanning project.

If there are any questions please do not hesitate to call me @ 46933.

Sincerely,

A handwritten signature in cursive script that reads "Robert Chappell".

Robert Chappell  
Financial Manager  
Travis County District Clerk

---

**Administrative Offices**  
(512) 854-9737  
Fax: 854-4744

**Civil and Family Division**  
(512) 854-9457  
Fax: 854-6610

**Criminal Division**  
(512) 854-9420  
Fax: 854-4566

**Jury Office**  
(512) 854-4296  
Fax: 854-4457



**TRAVIS COUNTY**  
**Records Management and Communications Resources**

700 Lavaca Street, Suite 300

PO Box 1748

Austin, TX 78767

Tel: (512) 854-9575

TO: TODD OSBURN  
FROM: *S.B.* STEVEN BROBERG  
DATE: 10/14/2013  
RE: CONTINUATION OF SPECIAL PROJECT EMPLOYEE PLEASE

Todd, the RMCR Department requests continuation of the Special Project Imaging Technician position. This was Position #11350/Slot 36 in H.T.E.

Continuing this position will allow RMCR to maintain the current effort in its document imaging program.

Funding is budgeted in SAP Fund 0141, the Court Records Preservation Fund, for FY 2014 to continue the assignment of employee number 00848840.

Thank you for your attention to this matter.

cc: Alan Miller, PBO

TRAVIS COUNTY



County of Travis, Texas, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk of Travis County, Texas.

JOHN CORNUM

County Clerk

10/17/13

APPROVED: \_\_\_\_\_

That the within and foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk of Travis County, Texas.

Witness my hand and the seal of the County of Travis, Texas, this 17th day of October, 2013.

JOHN CORNUM  
County Clerk

TRAVIS COUNTY, TEXAS

10/17/13



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Norman McRee/854-4821

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning & Budget

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

A handwritten signature in black ink, appearing to be "S. Biscoe".

### AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,321,181.23 for the period of October 4 to October 10, 2013.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

### STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,321,181.23.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,321,181.23

### REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

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

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** October 22, 2013

**TO:** Members of the Travis County Commissioners Court

**FROM:** John Rabb, Benefits Manager

**COUNTY DEPT.** Human Resources Management Department (HRMD)

**DESCRIPTION:** United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

**PERIOD OF PAYMENTS MADE:** October 4, 2013 to October 10, 2013

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,321,181.23

**HRMD RECOMMENDATION:** The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,321,181.23.

Please see the attached reports for supporting detail information.

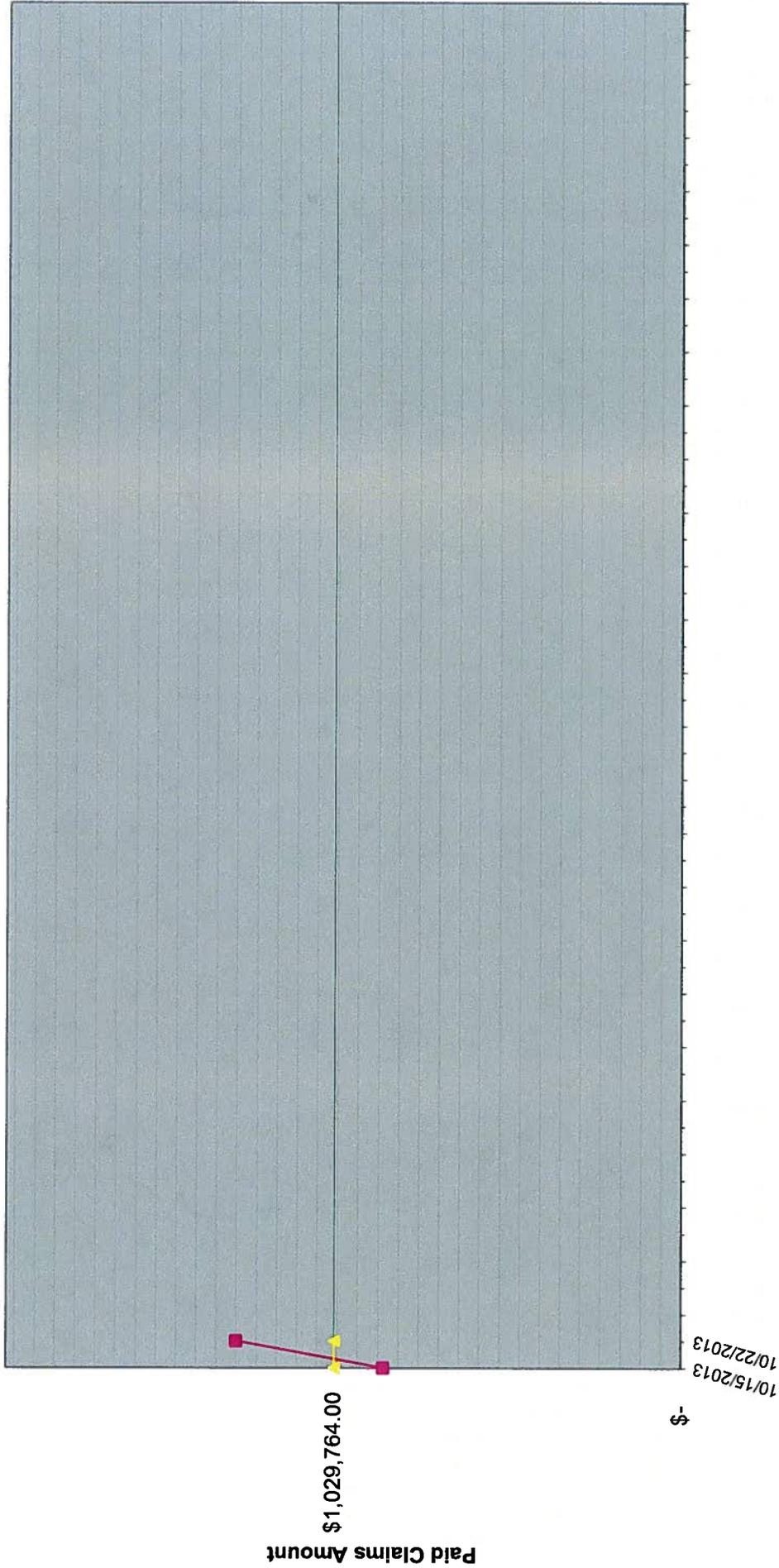
**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
OCTOBER 4, 2013 TO OCTOBER 10, 2013**

-

- Page 1.** Detailed Recommendation to Travis County Auditor for transfer of funds.
- Page 2.** Chart of Weekly Reimbursements Compared to Budget.
- Page 3.** Paid Claims Compared to Budgeted Claims.
- Page 4.** FY Comparison of Paid Claims to Budget.
- Page 5.** Notification of amount of request from United Health Care (UHC) (Bank of America)
- Page 6.** Last page of the UHC Check Register for the Week.
- Page 7.** List of payments deemed not reimbursable.
- Page 8.** Journal Entry for the reimbursement.



**Travis County Employee Benefit Plan  
FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52**



Commissioners Court Date

Paid Claims Amount

\$1,029,764.00

-\$

10/15/2013  
10/22/2013

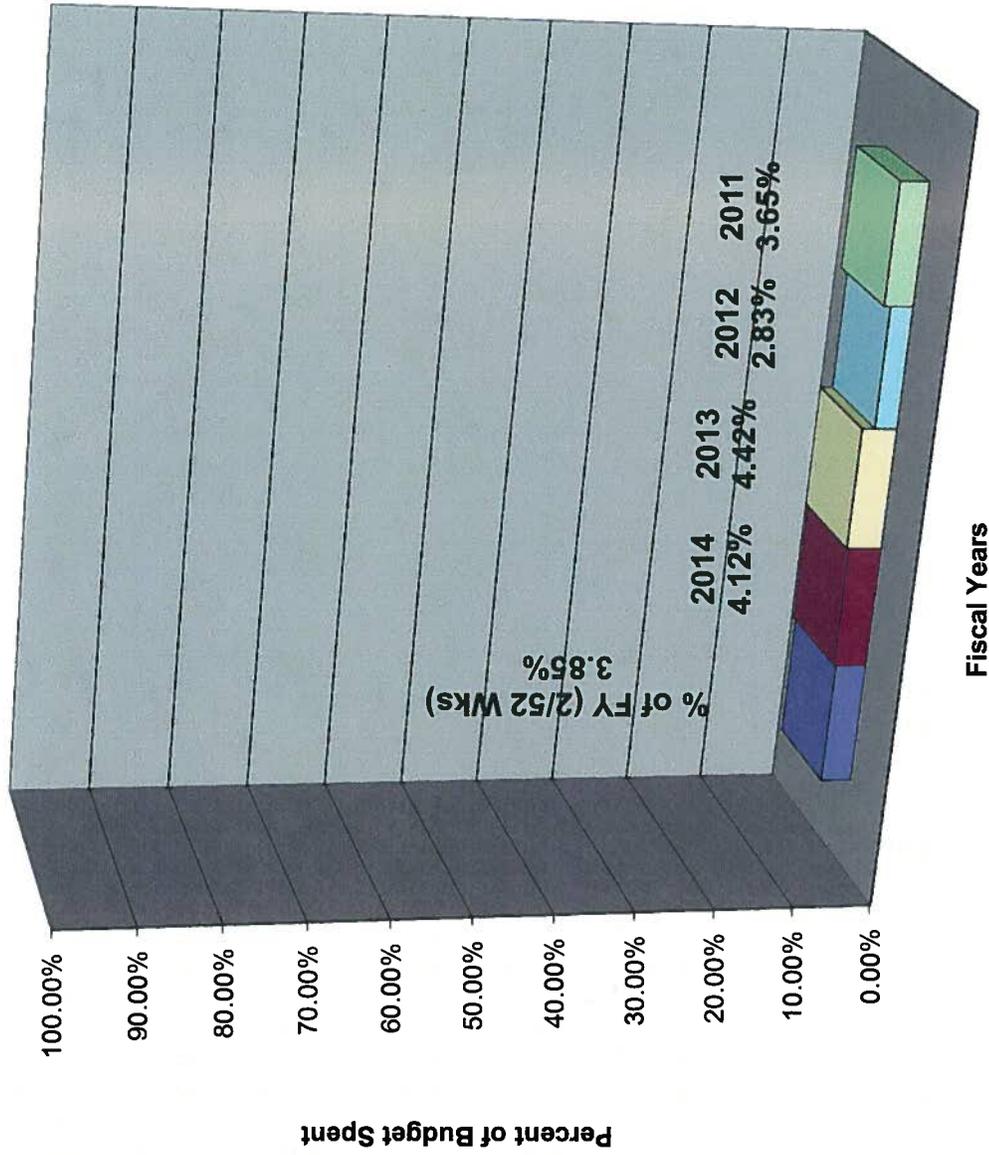
### Travis County Employee Benefit Plan FY14 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,029,764.52	1	\$ 164,720.00	4.12%	4.42%
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Claims (net) & Budget to Date	\$ 2,206,402.50	\$ 2,059,529.04	stop loss	\$ -
Gross Paid Claims over (under) Original Budget		\$ 146,873.46		

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

### Comparison of Claims to FY Budgets Week 2



Created on 10-17-13 @ 3:00 pm



[Help](#) | [Forget me on this computer \(Log Out\)](#)

**Secured Message**

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM  
To: NORMAN.MCREE@CO.TRAVIS.TX.US  
Date: October 11, 2013 5:35:16 AM GMT  
Subject: Secure Message from sifsfax@uhc.com

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP  
FAX NUMBER: (512) 854-3128 AB5  
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-10-11 REQUEST AMOUNT: \$2,206,732.75

CUSTOMER ID: 00000701254  
CONTRACT NUMBER: 00701254 00709445  
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445  
FUNDING ADVISE FREQUENCY: DAILY  
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-10-10	\$511,069.35
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$2,156,971.65</u>
+ CURRENT DAY NET CHARGE:	\$49,761.10
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$2,206,732.75</u>

ACTIVITY FOR WORK DAY: 2013-10-04

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$27,682.44	\$00.00	\$27,682.44
TOTAL:	\$27,682.44	\$00.00	\$27,682.44

ACTIVITY FOR WORK DAY: 2013-10-07

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE

5

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013\_10\_10

CONTR_NBR	PLN_ID	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	632	\$ (272.79)	A1	4076592	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (277.93)	A1	4051052	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (285.87)	A1	4080583	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (286.65)	A1	4097943	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (291.39)	A1	4071686	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (301.77)	A1	4042084	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (301.77)	A1	4038394	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (336.76)	A1	4015206	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (374.88)	A1	4099800	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (378.53)	A1	4035547	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (402.81)	A1	4008808	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (421.91)	A1	4071187	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (461.33)	A1	4035958	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (504.14)	A1	4079592	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (545.14)	A1	4019595	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (638.82)	QG	81206271	AH	1	10/29/2012	50	10/8/2013	10/10/2013
701254	632	632	\$ (794.63)		28 13348765	AE	9	10/7/2013	50	10/10/2013	10/10/2013
701254	632	632	\$ (1,873.15)	A1	4050576	AA	2	10/2/2013	200	10/8/2013	10/10/2013
701254	632	632	\$ (4,302.86)	A1	4050617	AA	2	10/2/2013	200	10/8/2013	10/10/2013

1,321,181.23

# *Travis County Hospital and Insurance Fund - County Employees*

## *UHC Payments Deemed Not Reimbursable*

For the payment week ending: 10/10/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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**Total:** \$0.00

7

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/10/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 151,549.24
	RR	1110068956	516110	\$ 21,938.77
			<b>Total CEPO</b>	<b>\$ 173,488.01</b>
EPO	EE	1110068956	516030	\$ 388,293.70
	RR	1110068956	516130	\$ 41,407.60
			<b>Total EPO</b>	<b>\$ 429,701.30</b>
PPO	EE	1110068956	516020	\$ 658,129.69
	RR	1110068956	516120	\$ 59,862.23
			<b>Total PPO</b>	<b>\$ 717,991.92</b>
			<b>Grand Total</b>	<b>\$ 1,321,181.23</b>



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/22/13

**Prepared By/Phone Number:** William Paterson, 854-9650

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

**AGENDA LANGUAGE:**

Discuss and take appropriate action on an exception to the Travis County Parking Policy.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The Backup Memorandum recounting the need for the exception is attached.

**STAFF RECOMMENDATIONS:**

Approve the proposed exception to the Travis County Parking Policy as presented.

**ISSUES AND OPPORTUNITIES:**

N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**REQUIRED AUTHORIZATIONS:**

William Paterson, Risk Manager, HRMD, 854-9650

Debbie Maynor, HRMD, 854-9170

Leslie Browder, County Executive - PBO, 854-9106



## Human Resources Management Department

700 Lavaca St. Suite 420

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-3128

# Backup Memorandum

Date: October 15, 2013

To: Members of the Commissioners Court

From: William Paterson A.R.M., Risk Manager 

Re: Parking Policy Exception

Exception - Add the Occupational Health & Safety Engineer by exception to the specified position list in Section 11.013 of the parking policy and allocate the Occupational Health & Safety Engineer/County Safety Officer a non-reserved parking space in either a zoned or non-zoned parking facility within the Central Business District.

The Occupational Health & Safety Engineer is the Travis County Safety Officer for Travis County. This position requires the Safety Officer to use his/her personal vehicle daily to conduct County business that involves being called out multiple times daily on various issues. This position is highly visible within the County Departments and will interact directly with employees and all levels of management as well as elected and appointed officials.

The responsibilities of this position include the administration of the following programs: Public Access Defibrillator Program, Countywide Indoor Air Quality program, CPR Training and Defensive Driver Training programs. Additional essential functions include: Coordination of Health, safety and loss prevention programs, facility inspections to ensure compliance with the Texas Architectural Barriers Act and the ADA, reviews and evaluates contractor safety plans/procedures and inspection of projects, coordination and inspection of remediation work, assists with Building specific emergency action plans, investigates all water events, etc.

This position is in need of unfettered access to their vehicle in order to perform its functions timely and adequately. The County Safety Officer position was afforded a parking space under prior parking policies. I submit that this position was inadvertently over looked by the committee preparing our current parking policy and that it should be added to the current policy by exception.

After corresponding with members of the parking committee, the avenue to obtain a parking space for the County Safety Officer was via an exception from Commissioners Court. Thank you for your consideration.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Jorge Talavera, CPPO, CPPB, 854-9762/Marvin Brice, CPPB, 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd V. Grimes, C.P.M., CPPO  
**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Consider and take appropriate action on contract award to URS Corporation for Program Management Services for the Development of a New Travis County Civil and Family Courthouse.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- On May 7, 2013, the Commissioners Court confirmed the Evaluation Committee's selection of URS as the highest qualified respondent to RFS No. S1301-008-CG and authorized the Purchasing Agent to commence contract negotiations with URS for program management services. URS will advise the Commissioners Court, and represent the County's interests, through the development of the new Civil and Family Courthouse Program. Please see the attached summary for a detailed description of the scope of services that URS will provide to the County.
- The Court requested that staff have URS perform some preliminary services immediately to assist the Court in selecting a project delivery method. Scope, terms and fees for these services were successfully negotiated and a purchase order was issued on May 29, 2013, in the amount of \$49,885.19, for "Phase IA" services. On July 23, 2013, upon completion of their work, URS presented an analysis and report for the Court's consideration. After deliberation, the Court ultimately selected Design-Build as the project delivery method.
- Over the past several months, County staff has refined the scope of services for the Program through a collaborative process with URS. It was ultimately determined that the Program would consist of the following five phases: Phase I-Initiation Services; Phase II-Program Definition Development; Phase III-Procurement Document Preparation and Open

Solicitation Period; Phase IV-Bid Evaluation, Selection and Negotiation Period; and, Phase V-Construction and Implementation.

- The Purchasing Agent and her staff, along with representatives from the Planning and Budget Office, Justice and Public Safety, Facilities Management Department and the County Attorney's Office began negotiating the terms and fees for a contract with URS. During negotiations, it was determined that it would be prudent to delay fee negotiations for Phase V until the Program construction budget is established, thereby allowing URS to proceed with the work required to move toward placing an item on the November 2014 Bond Election. Completing fee negotiations for Phase V at that time will also allow for a more accurate fee proposal since all parties will have more certainty and clarity on the scope and cost of the Program.
- Contract negotiations for Phases I - IV were successfully completed on October 9, 2013, and the final contract is now presented for the Court's review and approval. County staff recommends that a contract be awarded to URS Corporation in the amount of \$2,979,946.70, consisting of the following per phase fee breakdown: Phase I - \$359,323.50; Phase II - \$1,420,086.80; Phase III - \$599,917.50; Phase IV - \$600,618.90. The contract has been negotiated to require the issuance of a Notice to Proceed prior to commencement of each phase of the services. Staff recommends that a Notice to Proceed be issued for only Phases I & II at this time.
- As a matter of interest to the Court, based on the difference between the initial fee proposal for Phases I - IV of \$3,945,440.00 and the final negotiated fee of \$2,979,946.70, negotiations yielded the County a cost savings of \$965,493.30.
- **Contract-Related Information:**
  - Award Amount: \$2,979,946.70
  - Contract Type: Professional Services
  - Contract Period: Through Completion of Services
- **Solicitation-Related Information:**

Solicitations Sent: 150	Responses Received: 7
HUB Information: No	% HUB Subcontractor: 20.45%

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Comments: Funding for this contract is slated for Commissioners Court approval on October 22, 2013.



## **PLANNING AND BUDGET OFFICE**

TRAVIS COUNTY, TEXAS

---

700 Lavaca Street  
P.O. Box 1748  
Austin, Texas 78767

### **MEMORANDUM**

**October 14, 2013**

**TO:** Cyd Grimes, C.P.M. CPPO, Purchasing Agent  
Jorge Talavera, CPPO, CPPB Purchasing Agent Assistant

**FROM:** Belinda Powell, Strategic Planning Manager

**SUBJECT:** Recommendation to award contract to URS, Corporation for Program Management Services for the development of the Travis County Civil and Family Court House and issue Notice to Proceed for Phase I & II of the scope of services in the amount of \$1,779,411.00.

#### **Summary and Recommendations:**

Staff recommends award of the contract to URS Corporation for Program Management Services for the development of the Civil and Family Court House. The Contract has been negotiated for fixed fees services for Phases I through IV in the amount of \$2,979,946.70, with Phase V to be negotiated after the budget for the Program, including the construction budget, has been set by the Commissioners Court and funding authorized. Additionally, the contract has been negotiated to require the issuance of a Notice to Proceed for each Phase of the services to begin.

Staff recommends that Notice to Proceed be given for only Phases I & II at this time. Therefore, a budget transfer from the Civil and Family Justice Center Reserve to the Planning & Budget Office, 10900200001 511890 in the amount of \$1,779,411.00, has been placed on the Commissioners Court agenda for October 22, 2013, to fund the contract.

#### **COPY TO:**

Copies to:

Leslie Browder, County Executive, Planning and Budget  
Roger Jefferies, County Executive, Justice and Public Safety  
Marvin Brice, CPPB, Assistant Purchasing Agent  
Nicki Riley, County Auditor  
Jessica Rio, Budget Director  
Diana Ramirez, Assistant Budget Director  
Travis Gatlin, Assistant Budget Director  
Peg Liedtke, Civil Court Administrator  
Roger El Khoury, Director Facilities Management  
John Hille, Assistant County Attorney  
Tenley Aldredge, Assistant County Attorney

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**URS CORPORATION, a Nevada corporation**

**FOR**

**Program Management Services for Development of a  
New Travis County Civil and Family Courthouse**

**CONTRACT NO. 4400001655**

**PROFESSIONAL SERVICES AGREEMENT (PSA)**

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PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES  
FOR DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURTHOUSE

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

RECITALS

This agreement (the "Agreement" or "PSA") is made and entered into between Travis County, a political subdivision of the State of Texas (the "COUNTY") and URS Corporation, a Nevada corporation authorized to do and doing business in the State of Texas (the "CONSULTANT").

The COUNTY desires to obtain professional consulting services for Program Management Services for Development of a New Travis County Civil and Family Courthouse (the "PROJECT," also referred to in this PSA as the "PROGRAM"); and

The CONSULTANT has the ability, expertise, experience, and necessary professional degrees, licenses, and certificates to furnish the PROJECT services;

COUNTY and CONSULTANT agree as follows:

**1. DEFINITIONS OF KEY TERMS**

COUNTY – Travis County, a political subdivision of the State of Texas. COUNTY may also be referred to in this Agreement as "Owner."

CONSULTANT / PROGRAM MANAGER – URS Corporation, a Nevada corporation authorized to do and doing business in the State of Texas. The terms "CONSULTANT" AND "PROGRAM MANAGER" are used interchangeably in this Agreement.

PROJECT MANAGER – George A. Tapas, PE, SE, Vice President National Practice Manager Alternative Finance and Procurement & Public-Private-Partnerships, URS Corporation, or his successor if granted COUNTY's written consent as provided in this Agreement.

COUNTY PROJECT MANAGER – Belinda Powell, Strategic Planning Manager, Travis County Planning & Budget Office, or her successor as designated by the PROJECT EXECUTIVE.

PROGRAM - The Travis County Civil and Family Courthouse Program (the "PROGRAM"), which comprises:

- 1 The SITE (block bounded by San Antonio, 3<sup>rd</sup>, 4<sup>th</sup> and Guadalupe Streets in Austin, TX);
- 2 The new Travis County Civil and Family Courthouse ("CFCH"), including commercial facilities (the "CFCH PROJECT");
- 3 Parking facilities, both below and above ground, including commercial facilities; and
- 4 Other potential uses of the remaining SITE.

**PARKING FACILITIES PROJECT** - Parking facilities both below and above ground, including commercial facilities.

**WORK PRODUCT** – Any reports, plans, specifications, studies, analyses, supporting documentation, and other information (including notes, drawings, diagrams, photographs, videotapes, draft appraisal reports, derived electronic data and/or files, and other materials of any kind) created, obtained, or assembled in connection with performance of this Agreement and with the services rendered in connection with the PROGRAM, including all deliverables for the PROGRAM as described in Appendix A, Scope of Services.

**PURCHASING AGENT** – Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent, or her successor.

**PROJECT EXECUTIVE(S)** – Leslie Browder, County Executive, Travis County Planning & Budget, or her successor as designated by the Commissioners Court and Roger Jefferies, County Executive Justice & Public Safety, or his successor as appointed by the Commissioners Court.

**FACILITIES MANAGEMENT DEPARTMENT DIRECTOR** – Roger A. El Khoury, M.S, P.E., or his successor as appointed by Leslie Browder, County Executive, Travis County Planning & Budget, or her successor.

**INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT** – The architect or engineer selected or designated by COUNTY independent of the design-build firm who acts as COUNTY's representative for the duration of the PROJECT, in accordance with the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code. The terms "INDEPENDENT REPRESENTATIVE" and "COMPLIANCE ARCHITECT" are used interchangeably in this Agreement.

**DESIGN CRITERIA PACKAGE** – Project information that will be included in the request for qualifications ("RFQ") to be issued by COUNTY as part of the design-build project delivery method. The DESIGN CRITERIA PACKAGE must include a set of documents that provides sufficient information, including criteria for selection, to permit a design-build firm to prepare a response to the RFQ and to provide any additional information requested. At a minimum, the DESIGN CRITERIA PACKAGE must satisfy the requirements set forth in Subchapter G, Chapter 2269, Tex. Gov't Code.

**COURT** – Travis County Commissioners Court.

**ADVISORS** – Travis County Bond Counsel (engaged under separate contract), County Financial Advisor (engaged under separate contract), Travis County Auditor Nikki Riley or her successor as appointed by the District Judges, Travis County Facilities Management Department, Travis County Information and Telecommunication Systems Department and any other individuals designated by COUNTY to provide advisory services in support of the PROGRAM.

DESIGN-BUILD TEAM – A sole proprietorship, partnership, corporation, or other legal entity or team that includes an architect or engineer and a construction contractor and that satisfies the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code.

KEY PERSONNEL – Those individuals designated by the CONSULTANT who will manage the PROGRAM in accordance with the Organizational Chart attached to this PSA as Appendix B and made a part of this Agreement.

## **2. EMPLOYMENT OF THE CONSULTANT**

- 2.1 COUNTY agrees to contract with the CONSULTANT as an independent contractor and, subject to the needs of the COUNTY and the availability of CONSULTANT, CONSULTANT agrees to perform the professional services described in this Agreement.
- 2.2 The Travis County Commissioners Court orders this Agreement exempted from the bidding requirements of the County Purchasing Act under Section 262.024(a)(4) of the Texas Local Government Code as a contract for personal and professional services.
- 2.3 COUNTY and CONSULTANT acknowledge and agree that:
  - 2.3.1 CONSULTANT is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor;
  - 2.3.2 no employee of CONSULTANT will be considered an employee of COUNTY or gain any rights against COUNTY under COUNTY's personnel policies;
  - 2.3.3 no employee of CONSULTANT may claim any benefits from COUNTY other than the payments set forth in this Agreement;
  - 2.3.4 none of CONSULTANT's employees have a contractual relationship with COUNTY;
  - 2.3.5 COUNTY cannot 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 documents, 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 CONSULTANT's professional judgment.

## **3. AUTHORITY OF THE COUNTY'S PROJECT MANAGER AND PURCHASING AGENT**

- 3.1 The person who has been designated as the COUNTY's primary representative on the PROJECT (the "COUNTY PROJECT MANAGER") will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The COUNTY PROJECT MANAGER has authority to interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.

- 3.2 The COUNTY PROJECT MANAGER may designate representatives to transmit instructions and receive information. The COUNTY PROJECT MANAGER will supervise the performance of CONSULTANT's services under this Agreement, and CONSULTANT must cooperate fully with the COUNTY PROJECT MANAGER in the performance of these services.
- 3.3 The Travis County PURCHASING AGENT, or her designee, will act on behalf of the COUNTY with respect to overall contract administration (the "Contract Administrator"). If the position of Travis County PURCHASING AGENT becomes vacant or if for any reason the Travis County PURCHASING AGENT is unable to perform the duties of the Contract Administrator at any time during the term of this Agreement, then the Travis County PURCHASING AGENT's chief assistant will be the Contract Administrator until such time as a new Travis County PURCHASING AGENT shall be appointed or the Travis County PURCHASING AGENT regains the ability to perform the duties of the Contract Administrator.
- 3.4 The Contract Administrator may designate representatives to transmit instructions and receive information.
- 3.5 In the event of any dispute arising out of the performance of CONSULTANT's services specified in this Agreement, the decision of the PURCHASING AGENT will be final and binding except that CONSULTANT may appeal the PURCHASING AGENT's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse, or modify the PURCHASING AGENT's decision.

#### **4. SCOPE OF SERVICES**

The CONSULTANT will serve as the COUNTY's professional consultant and must give consultation and advice to the COUNTY during the performance of the CONSULTANT's services.

##### **4.1 BASIC SERVICES**

4.1.1 The CONSULTANT is responsible for the complete and professional execution of the work described in this Agreement to the acceptance of the COUNTY PROJECT MANAGER in accordance with the requirements of this Agreement.

4.1.2 The CONSULTANT must perform "Basic Services," which include:

- (a) all elements of labor, materials and equipment required for the Project, which must be rendered to the reasonable satisfaction of the County Executive and in accordance with this Agreement, the requirements, policies, and standard practices of Travis County;
- (b) the Scope of Services for the Project, set forth in Appendix A, Scope of Services, attached hereto and made a part hereof (the "Scope of Services"). Each Phase of the Scope of Services (Phases I – IV) will be initiated by a written Notice to Proceed issued by the Travis County PURCHASING AGENT, as described in Paragraph 4.3, below. The Notices to Proceed for Phases II – IV will include, if appropriate, scope

refinements, scope clarifications and an accompanying contract modification acceptable to both the COUNTY and the CONSULTANT. CONSULTANT shall not commence work on any phase of the PROJECT until receipt of a written Notice to Proceed. COUNTY shall not be responsible for payment for any work by CONSULTANT not authorized by a written Notice to Proceed.

- (c) the WORK PRODUCT, as defined herein, which the CONSULTANT must submit to the COUNTY for review and acceptance.

#### 4.2. ADDITIONAL SERVICES

"Additional Services" are those services performed by the CONSULTANT not described in paragraph 4.1. The CONSULTANT must not perform any Additional Services until after receiving a written request for those services from the COUNTY PROJECT MANAGER and the parties have executed a written contract modification.

- 4.3 The CONSULTANT must use all applicable codes as adopted by authorities having jurisdiction over the Project.

- 4.4 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic Services" or "Additional Services" under this Agreement, the parties shall attempt to resolve the dispute in good faith by negotiation of their differences. In the event COUNTY and CONSULTANT are unable to resolve their differences within five (5) business days, then CONSULTANT shall nonetheless perform the services as if the services were required to be performed by this Agreement, without prejudice, however, to CONSULTANT'S right to pursue a claim for compensation for such services as Additional Services. In the event CONSULTANT submits such a claim, it will be reviewed by the PURCHASING AGENT, whose decision regarding the nature of the services performed will be final and binding upon the CONSULTANT except that CONSULTANT may appeal the PURCHASING AGENT's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse, or modify that decision.

### 5. COORDINATION WITH COUNTY

- 5.1 The CONSULTANT must designate a primary representative and an alternate representative to communicate with the COUNTY. The CONSULTANT must identify the individual who shall be the designated PROJECT MANAGER for the PROJECT from conception through completion. The PROJECT MANAGER, and not subordinate staff, shall at all times be directly responsible for the management of the PROJECT. The PROJECT MANAGER shall be responsible for attending and chairing meetings of the PROJECT team for the duration of the PROJECT. The PROJECT MANAGER may not be replaced without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld.
- 5.2 The CONSULTANT must not commence work on the PROJECT until receipt of a written notice to proceed issued by the Travis County PURCHASING AGENT upon the recommendation of the COUNTY PROJECT MANAGER (the "Notice to Proceed").

- 5.3 The COUNTY will provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to the PROJECT. The CONSULTANT must make copies of needed information and promptly return all originals. The CONSULTANT'S copies of the foregoing material must be returned to the COUNTY upon completion of the PROJECT if the COUNTY PROJECT MANAGER so instructs the CONSULTANT.

COUNTY cannot 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 therein, 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, except as otherwise modified herein.

- 5.4 The CONSULTANT must be available, upon request, to consult with the COUNTY and the COUNTY'S officials, employees, agents, representatives, and other consultants regarding the CONSULTANT'S services.
- 5.5 The CONSULTANT must notify the COUNTY in writing within five (5) working days of any change in the CONSULTANT'S legal name, business structure, or KEY PERSONNEL engaged in providing services under this Agreement. KEY PERSONNEL may not be substituted on the PROJECT without COUNTY'S prior written approval, which approval shall not be unreasonably withheld.
- 5.6 The CONSULTANT must cooperate and coordinate with the COUNTY'S staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the COUNTY PROJECT MANAGER.

## **6. COMPENSATION FOR BASIC SERVICES**

- 6.1 The CONSULTANT will be paid by the COUNTY a fixed fee for all services satisfactorily performed pursuant to this Agreement in accordance with the payment schedule attached as Exhibit 1. The CONSULTANT will receive no compensation for work made necessary by the CONSULTANT'S errors or omissions.
- 6.2 Hourly rates for the performance of Additional Services are set forth in Exhibit 2.

## **7. PERIOD OF SERVICE; TERMINATION**

- 7.1 The CONSULTANT must perform the professional services described in this Agreement, whether "Basic Services" or "Additional services," in accordance with the Scope of Services set forth in Appendix A and any negotiated modifications to this Agreement.
- 7.2 This Agreement becomes effective on the Effective Date, as defined herein, and will remain in full force through project completion, including warranty periods.

- 7.3 If the performance by CONSULTANT or the COUNTY of either party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether the 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 it will be excused from performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence. Upon the discovery of the occurrence, the party whose performance is affected under this section must notify the other party, and a special meeting will be called by the COUNTY PROJECT MANAGER to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Delivery Date. A written request for an extension of time, when properly documented and justified by the circumstances, shall be granted by the COUNTY PROJECT MANAGER in accordance with the terms of this section.
- 7.4 SUSPENSION. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The effective date of the suspension is the date on which the CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the effective date of the suspension, the CONSULTANT must follow the procedures described below:
- 7.4.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement before the effective date of the suspension. Copies of all data collected or assembled in the CONSULTANT's performance of services under this Agreement and copies of all completed or partially completed designs, plans, specifications, studies, reports, and analyses prepared under this Agreement before the effective date of the suspension, including the WORK PRODUCT, must be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 7.4.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments. In addition, any adjustments to CONSULTANT's performance schedule and/or compensation resulting from the suspension shall be negotiated and memorialized in a contract modification executed by CONSULTANT and the COUNTY.
- 7.5 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience").

- 7.5.1 Upon receipt of a Notice of Termination and before the effective date of termination, the CONSULTANT must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 7.5.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other WORK PRODUCT prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 7.5.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to the effective date of termination, unless otherwise stated in the Notice of Termination.
- 7.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 7.5.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 7.6 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the material 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. Each party will have thirty (30) days from the date of receipt of the Notice of Termination for Default to cure the default (the "Cure Period"). If the default has not been cured within the Cure Period, the Notice of Termination for Default takes effect upon expiration of the Cure Period. The Notice of Termination for Default shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. In the event of Termination for Default, the COUNTY and its officials, agents, and representatives will not be liable for loss of any profits.
- Termination by CONSULTANT:
- 7.6.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY and COUNTY fails to cure such default(s), within the Cure Period, the CONSULTANT must, within thirty (30) days following expiration of the Cure Period, submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 7.6.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other WORK PRODUCT prepared under this Agreement prior to the effective date of termination must be

delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.

- 7.6.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 7.6.4 Failure by the CONSULTANT to submit the required statement described in paragraph 7.6.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 7.6.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and its failure to cure such default(s) within the Cure Period, the CONSULTANT must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days following expiration of the Cure Period, the CONSULTANT must also submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
  - 7.6.6 Copies of all completed or partially completed reports, designs, plans, studies, analyses, specifications, and other WORK PRODUCT prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
  - 7.6.7 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
  - 7.6.8 Failure by the CONSULTANT to submit the required statement described in paragraph 7.6.5 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 7.7 If either no funds or insufficient funds are appropriated for a PROJECT, this Agreement will terminate without penalty to COUNTY. Upon request, COUNTY shall provide to CONSULTANT any reasonable and non-confidential requested information concerning the status of any monies appropriated (or requests for appropriations) relating to the PROJECT.
  - 7.8 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

## **8. WORK PRODUCT**

- 8.1 The CONSULTANT must submit the WORK PRODUCT for each task specified in the Scope of Services as set forth in Appendix A and any negotiated modifications to this Agreement. Upon receipt of the WORK PRODUCT, the COUNTY will check the submission for completion. A submission will be considered complete if the COUNTY finds that all of the required items have been included in the WORK PRODUCT in compliance with the requirements of this Agreement.
- 8.2 If the submission is substantially complete, the COUNTY will notify the CONSULTANT, and the COUNTY'S technical review process will begin.
- 8.3 The COUNTY will notify the CONSULTANT if a submission is incomplete, and the CONSULTANT must perform any professional services that are necessary to complete the work and resubmit it to the COUNTY. This process will be repeated until a submission is complete.
- 8.4 The COUNTY will review the completed WORK PRODUCT for compliance with the Scope of Services. If the COUNTY determines that the completed WORK PRODUCT does not comply with the Scope of Services, the COUNTY will return the completed WORK PRODUCT to the CONSULTANT for the CONSULTANT to perform any work necessary to bring the Work Product into compliance and resubmit it to the COUNTY. This process will be repeated until the WORK PRODUCT is accepted. WORK PRODUCT will be considered accepted if, in the COUNTY PROJECT MANAGER's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.
- 8.5 After the WORK PRODUCT is considered accepted by the COUNTY, the CONSULTANT must perform any required modifications, changes, alterations, corrections, and additional work necessary to bring the WORK PRODUCT into compliance with the requirements of this Agreement and receive final approval by the COUNTY PROJECT MANAGER. In this Agreement "final approval" means that the COUNTY PROJECT MANAGER has given formal written recognition that the WORK PRODUCT required in the Assignment has been fully carried out.
- 8.6 The CONSULTANT must, without additional compensation, promptly perform any necessary corrections to any WORK PRODUCT that is found to be in error or omission. However, after the COUNTY's final approval of a WORK PRODUCT, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of the COUNTY that involve extra services and expenses to the CONSULTANT will be paid for as Additional Services.
- 8.8 CONSULTANT shall have no responsibility or liability for partially-completed WORK PRODUCT delivered to the COUNTY as required herein, unless such WORK PRODUCT has received final approval by the COUNTY as outlined in this section.

## **9. CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 9.1 The CONSULTANT must perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and in the

CONSULTANT's professional judgment. In addition, the CONSULTANT must comply with all applicable federal, state laws, and local statutes, rules, and regulations.

- 9.2 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT or someone under the CONSULTANT's direction is appropriately licensed. If any necessary certification or license expires, is suspended, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within 5 working days.
- 9.3 CONSULTANT warrants that the services to be rendered pursuant to this Agreement, as well as all responsibilities of CONSULTANT arising under this Agreement, will be performed in accordance with the standards customarily provided by an experienced and competent consultant rendering the same or similar services in Travis County. The CONSULTANT must 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.
- 9.4 Acceptance and approval of WORK PRODUCT by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of the CONSULTANT's work performed under this Agreement. Neither acceptance nor approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the documents prepared by the CONSULTANT.
- 9.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, must, upon the COUNTY's request, be immediately removed from association with the PROJECT.
- 9.6 The CONSULTANT expressly acknowledges that this Agreement is a personal and professional services contract and that all duties and responsibilities in it must be performed by the CONSULTANT personally and cannot be assigned or subcontracted, other than as specifically provided in this Agreement, without the prior approval of the Travis County Commissioners Court.
- 9.7 The CONSULTANT represents and warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and that the COUNTY will not be liable for any infringement of those rights and that any rights granted to the COUNTY will apply for the duration of the Agreement. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER MERITORIOUS OR NOT, 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 LICENSES, PATENTS, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THE CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT.

9.8 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE 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, TO THE EXTENT RESULTING FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OUT OF, OR RESULTING DIRECTLY OR INDIRECTLY, FROM THE PERFORMANCE OF THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONSULTANT'S NEGLIGENCE OR THE NEGLIGENCE OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONSULTANTS.

9.8.1. If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT must give written notice to County of the following information:

- (a) the existence of the claim, or other action, within 10 working days after being notified of it;
- (b) 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;
- (c) the alleged basis of the claim, action or proceeding;
- (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (e) the name or names of any person against whom this claim is being made.

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

9.9 **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.

- 9.10 In acting as COUNTY's representative and PROGRAM MANAGER for the PROGRAM, CONSULTANT will advise and consult with COUNTY and will have the authority to act on behalf of COUNTY only to the extent provided in this Agreement. Notwithstanding any agreement to the contrary in any other agreement, nothing in this Agreement shall be construed to mean that CONSULTANT assumes any of the responsibilities or duties of any contractor, architect, engineer, financing partner, development partner, or any other consultant or party contracted by COUNTY for the PROGRAM. COUNTY will enter into separate contracts with one or more of the foregoing parties for delivery of the PROGRAM, including, but not limited to, financing, design, development, and construction of the PROGRAM. The provisions of this Agreement shall expressly control in the event of any conflict in any other agreement between the parties, including, but not limited to, the Scope of Services. It is understood that CONSULTANT'S action in providing program management services and acting as Owner's representative under this Agreement is for the sole benefit of COUNTY and by performing as provided herein, CONSULTANT is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the obligations, responsibilities or services, including construction, design, delivery, operation, maintenance, and financing, of any other party to the PROGRAM. Detailed estimates of the CFCH PROJECT and PARKING FACILITIES PROJECT costs prepared by CONSULTANT and IR/CA represent best judgment as professionals familiar with the construction industry. It is recognized, however, that neither CONSULTANT, IR/CA nor COUNTY has control over the cost of labor, materials, or equipment; over the DESIGN-BUILD TEAM's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.

9.10.1 If the budget or fixed limit of Construction Cost of the CFCH PROJECT and PARKING FACILITIES PROJECT are exceeded by the DESIGN-BUILD TEAM, COUNTY may:

- (1) approve, in writing, an increase to the budget or fixed limit of the CFCH PROJECT and PARKING FACILITIES PROJECT;
- (2) revise the scope of the CFCH PROJECT and PARKING FACILITIES PROJECT to reduce the Construction Cost;
- (3) require additional value engineering to reduce the Construction Cost; and/or
- (4) terminate this Agreement.

9.10.2 Provided the budget or fixed limit of Construction Cost is exceeded as a result of CONSULTANT'S failure to perform its services related to budget and construction cost estimating in accordance with the standard of care governing CONSULTANT, and not due to forces beyond the control of CONSULTANT, and County chooses to proceed under clause 9.10.1(2) and/or (3) above, CONSULTANT, without additional compensation shall modify the documents that CONSULTANT is responsible for preparing under the Basic Services portion of this Agreement, and manage the modification of documents prepared by others, as part of the

CONSULTANT's responsibilities as the COUNTY PROJECT MANAGER, in order to comply with the fixed limit.

- 9.11 COUNTY recognizes that CONSULTANT will perform in accordance with the standard of care established in this Agreement and that CONSULTANT has no control over the design techniques, construction methods, means, and techniques, costs of labor, materials, equipment or services furnished by others, over their methods of determining prices, or over their strategies pertaining to competitive bidding, market prices or financing.

## **10. OWNERSHIP OF INFORMATION**

- 10.1 The CONSULTANT must furnish the 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. The CONSULTANT has the right to retain copies of the WORK PRODUCT for its records. Notwithstanding the foregoing, CONSULTANT shall have no responsibility or liability for partially-completed WORK PRODUCT delivered to the COUNTY, unless such WORK PRODUCT has received final approval by the COUNTY as outlined in this section.
- 10.2 All WORK PRODUCTS, together with all intellectual property and proprietary rights in and to the WORK PRODUCT, will, upon creation, receipt, or assembly become the sole and exclusive property of the COUNTY and upon completion of the PROJECT must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy. If CONSULTANT is ever held or deemed to be the owner of the WORK PRODUCT, or of any copyright or other intellectual property rights in the Work Product or any changes, modifications or corrections to the WORK PRODUCT, then CONSULTANT irrevocably assigns, and shall cause its personnel to assign, to County, at the time of creation of any WORK PRODUCT, without any requirement of further consideration, all such right, title and interest. Any reuse by CONSULTANT of any information described in this paragraph without the specific written consent of COUNTY will be at CONSULTANT's sole risk and without liability or legal exposure to COUNTY. CONSULTANT shall retain ownership of any trade secrets, tools or formulas owned by the CONSULTANT prior to the Effective Date of this Agreement and used in the creation of the WORK PRODUCT under this Agreement.
- 10.3 If the CONSULTANT desires to use or recommends the use of any design, device, materials or process covered by letters or patents of copyright for this PROJECT, the CONSULTANT must provide for the use by suitable agreement with the patentee or owner. The CONSULTANT must indemnify and hold harmless the COUNTY from any claims for infringement by reason of the use or recommendation of the use of any patented design, device, materials, or process, or any trademark or copyright used in connection with the work performed by the CONSULTANT under this Agreement.
- 10.4 Re-use of any WORK PRODUCT by COUNTY on any extension of the PROJECT or on any other project without the written authorization of CONSULTANT shall be at COUNTY'S sole risk.
- 10.5 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the COUNTY or CONSULTANT.

## 11. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 11.1 The CONSULTANT must 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.
- 11.2 The CONSULTANT agrees that the COUNTY and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of the CONSULTANT that are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, provided COUNTY shall not have access to such books and records for the purpose of auditing CONSULTANT for any services of CONSULTANT performed on a fixed fee basis for CONSULTANT's other clients.

## 12. MISCELLANEOUS

- 12.1 VENUE. This Agreement is governed by and is to 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.
- 12.2 SEVERABILITY. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.
- 12.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, or veteran or military reservist status. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 12.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 12.4.1 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 the CONSULTANT) to solicit or secure the services provided by this Agreement.
- 12.4.2 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.
- 12.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

- 12.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state, or federal governmental agencies in connection with this Agreement and for those portions of the PROJECT involving participation of agency grant funds and is subject to all applicable state and federal criminal and civil laws.
- 12.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 12.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

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

Travis COUNTY PROJECT MANAGER  
P.O. Box 1748  
Austin, Texas 78767

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

URS Corporation  
9400 Amberglen Boulevard  
Austin, Texas 78729

- 12.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 4, which is attached and incorporated into this Agreement.
- 12.8. FORFEITURE OF AGREEMENT.
- 12.8.1 The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration or the value of all consideration paid to the CONSULTANT under this

Agreement if:

- (a) The CONSULTANT was doing business with any Key Contracting Person at the time of execution of this Agreement or had done business during the 365-day period immediately prior to the date on which it is executed; or
- (b) CONSULTANT does business with a Key Contracting Person at any time after the date on which this Agreement is executed and prior to full performance of this Agreement.

12.8.2 "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) 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;
- (c) But does not include:
  - (1) 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;
  - (2) 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
  - (3) 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 this Agreement.

12.8.3 "Key Contracting Person" means any person or business listed in Attachment 1 to Exhibit 5, attached and incorporated into this Agreement.

12.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors, and vendors must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors must reference the Agreement number and the purchase order number on all invoices.

The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. The COUNTY will not pay invoices that are more than the amount authorized by the purchase order.

- 12.10 PAYMENTS. Payment will be made by check or by 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, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis COUNTY PROJECT MANAGER  
P.O. Box 1748  
Austin, Texas 78767

- 12.10.1 In order to be considered "correct and complete," an invoice must include at least the following information:

- (a) name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) identification of items or services as outlined in the Agreement,
- (d) quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) any additional payment information which may be called for by this Agreement.

12.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) 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 the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of the CONSULTANT until:
  - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
  - (2) the debt is paid.
- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) The COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 12.10.2(a) above if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

- 12.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- 12.12 PROPERTY TAXES. If the CONSULTANT is delinquent in the payment of property taxes in Travis County at the time of providing services under this Agreement, the CONSULTANT assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 12.13 TAXPAYER IDENTIFICATION. The CONSULTANT must provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and 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.
- 12.14 SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 12.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.
- 12.15.1 HUB Program Requirements
- 12.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 6 and made a part hereof. The CONSULTANT will 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*).
- For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor 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.
- 12.15.1.2 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 Respondent shall be responsible for the use of the system and require all subcontractors/subconsultants to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the Respondent 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 subconsultants contact the Travis County HUB staff at (512) 854-9700 for assistance.

12.16 FUNDING OUT. The COUNTY will make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, if either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement will terminate without penalty to the COUNTY.

12.17 FUNDING LIMITATIONS. Funds for payment on this Agreement will come from the County. County funds for payment on this Agreement have been provided through the COUNTY budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. The County Commissioners Court expects this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent funds are made available. The Fiscal Year for COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

**THE COUNTY CANNOT GUARANTEE THE AVAILABILITY OF FUNDS FOR COMPLETION OF THE PROJECT AND ENTERS INTO THIS AGREEMENT ONLY TO THE EXTENT THAT FUNDS ARE MADE AVAILABLE FROM THE COUNTY AND/OR THE COUNTY'S FUNDING PARTNERS. AS OF JANUARY 1, 2013, THERE IS SUFFICIENT FUNDING FOR THE FIRST TWELVE MONTHS OF THE PROJECT. FUNDING FOR ADDITIONAL PORTIONS OF THE PROJECT MAY OR MAY NOT BE MADE AVAILABLE BY THE COUNTY OR ITS FUNDING PARTNERS. THERE IS RISK INVOLVED WITH THIS AGREEMENT. THE COUNTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONTINGENT UPON THE AVAILABILITY OF FUNDS. IF SUFFICIENT FUNDS ARE NOT AVAILABLE, THE COUNTY WILL NOTIFY THE CONSULTANT IN WRITING WITHIN A REASONABLE TIME AFTER SUCH FACT IS DETERMINED. THE COUNTY WILL THEN TERMINATE THIS**

**AGREEMENT AND WILL NOT BE LIABLE FOR THE FAILURE TO MAKE ANY PAYMENT TO THE CONSULTANT UNDER THIS AGREEMENT.**

- 12.18 NON-WAIVER OF DEFAULT. No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act, or omission is not to be construed to impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement does 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.
- 12.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or 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 are to 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.
- 12.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 12.21 CONSULTANT CERTIFICATIONS:
- 12.21.1 The CONSULTANT certifies that the CONSULTANT
- (a) is a duly qualified, capable and otherwise bondable business entity,
  - (b) is not in receivership and does not contemplate same,
  - (c) has not filed for bankruptcy,
  - (d) is not currently delinquent with respect to payment of property taxes within Travis County, and
  - (e) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 12.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT must provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 12.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the CONSULTANT, to any County Official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the COUNTY pursuant to this provision, the COUNTY will be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 12.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY will provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it will include requirements and deadlines consistent with this Agreement for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 12.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim.
- 12.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions, and letter rulings issued by the Texas Attorney's General Office.
- 12.27 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 of the Texas Local Government Code, the CONSULTANT must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, the CONSULTANT must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. The CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The CONSULTANT should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is accepted from disclosure under the Texas Public Information Act. The CONSULTANT is solely responsible for the preparation of its Conflict of Interest Questionnaire and the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.

- 12.28 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$25,000. By signing this Agreement, the CONSULTANT certifies that it is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list while this Agreement is in effect, the CONSULTANT must notify the Travis PURCHASING AGENT. Failure to do so may result in terminating the contract for default.
- 12.29 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 12.30 ENTITY STATUS. This provision applies if CONSULTANT is a Texas corporation. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.
- 12.31 ACKNOWLEDGEMENT. As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- 12.32 FORCE MAJEURE. If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, or any cause or causes beyond the reasonable control of such party whose performance is interrupted or delayed, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

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

URS CORPORATION:

By: DCWARTH  
Printed Name: DANIEL C. WARTH  
Title: VP  
Authorized Representative  
Date: 10.16.13

TRAVIS COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge  
Date: \_\_\_\_\_

AVAILABILITY OF FUNDS CONFIRMED:

By: \_\_\_\_\_  
Nicki Riley  
Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Cyd V. Grimes, C.P.M., CPPO  
Travis County PURCHASING AGENT

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT 1  
COMPENSATION FOR PROFESSIONAL SERVICES  
(ACTUAL COST OF SERVICES METHOD)**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the tasks described below will be:

Phase I – Initiation Services	<b><u>\$ 359,323.50</u></b>
Phase II – Program Definition Development	<b><u>\$1,420,086.80</u></b>
Phase III – Procurement Documentation Preparation and Open Solicitation Period	<b><u>\$ 599,917.50</u></b>
Phase IV – Bid Evaluation, Selection and Negotiation Period	<b><u>\$ 600,618.90</u></b>
Phase V – Construction and Implementation	<b><u>\$ TBD*</u></b>
<b>Total Fixed Fee for Phases I through V</b>	<b><u>\$2,979,946.70</u></b>

*\*Phase V fees to be negotiated upon setting of PROGRAM construction budget.*

**1.2 PAYMENT DELIVERABLES**

Progress payments will be made on a monthly basis for work performed toward completion of the deliverables listed below, as described in detail in the Scope of Services, and as measured against the agreed upon detailed schedule of activities for services developed as a part of Phase I and adjusted from time to time by the CONSULTANT and COUNTY PROJECT MANAGER. Payment will be made within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 12.10:

**Phase I**

1.1 Program Kick-Off Meeting Notes	\$ 11,162.15
1.2 Group Kick-Off Meetings Notes	\$ 47,663.30
1.3 Program Initiation	
1.3.1 Governance Structure Memorandum	\$ 33,811.30
1.3.2 Communication Processes & Protocols Plan	\$ 8,505.90
1.3.3 Document Management	\$ 32,176.00
1.3.4 Document Templates & Formats	\$ 31,975.20
1.3.5 CFCH DB Procurement Planning Memorandum	\$ 42,619.25
1.3.6 Parking Structures Procurement Planning Memorandum	\$ 48,008.05
1.3.7 Program Management Work Plan	\$ 103,402.35
<b>TOTAL</b>	<b>\$ 359,323.50</b>

**Phase II**

2.1 Procurement of IR/CA	
2.1.1 IR/CA Role Definition	\$ 12,924.70
2.1.2 IR/CA Scope of Work Memorandum	\$ 14,524.50
2.1.3 IR/CA Procurement Development	\$ 67,949.40
2.2 Program Definition	-

2.2.1 Due Diligence Review Reports	\$ 161,159.20
2.2.2 Program Verification & Completion	\$ 189,745.20
2.2.2.3 Manage IR/CA Architectural Program	\$ 134,156.00
2.2.3 Program Development Profile Memorandum	\$ 69,071.10
2.2.4 Sustainability Impact Memorandum	\$ 54,710.80
2.2.5 Real Estate Market Analysis Report	\$ 70,143.20
2.2.6 Technical Implementation Strategy	\$ 156,509.65
2.3 Program Budget and Schedule	\$ 114,758.50
2.4 Finalized program Financing and Funding Strategy Report	\$ 61,985.00
2.5 Public Information and Education Initiative Plan	\$ 312,449.55
<b>TOTAL</b>	<b>\$1,420,086.80</b>
<b>Phase III**</b>	
<b>TOTAL</b>	<b>\$ 599,917.50</b>
<b>Phase IV**</b>	
<b>TOTAL</b>	<b>\$ 600,618.90</b>
<b>Phase V**</b>	
<b>TOTAL</b>	<b>\$ TBD</b>

**\*\*Payment deliverables for these phases to be determined at a later date.**

## **SECTION 2 - FIXED FEE**

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor, non-labor costs, and all expenses required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the PURCHASING AGENT shall be final and binding on the CONSULTANT, subject to CONSULTANT's rights under the Agreement.

## **SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

- 3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement. However, the CONSULTANT must not perform any Additional Services until after receiving a written contract modification for those services from the PURCHASING AGENT.
- 3.2 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.3 Work made necessary by the CONSULTANT'S errors or omissions does not constitute "Additional Service," and the CONSULTANT will receive no compensation for any such work.

**EXHIBIT 2**  
**HOURLY RATES FOR ADDITIONAL SERVICES**

Staff Category	Staff Rates
Principal In Charge	\$ 250
Project Director	\$ 250
Deputy Project Manager	\$ 250
Construction Manager	\$ 250
Assistant Construction Project Manager	\$ 180
Assistant Construction Project Manager (Sub)	\$ 180
Procurement Manager	\$ 225
Financial Lead	\$ 350
Financial Analyst	\$ 300
Risk Modeler	\$ 200
Output Specification Lead	\$ 180
Operations & Maintenance Lead	\$ 210
RFQ/RFP Lead	\$ 210
Public Outreach and Information Lead	\$ 220
Technical Subject Matter Expert Lead	\$ 225
Lead Architect	\$ 250
Architect Support	\$ 150
Structural Engineering	\$ 150
MEP Engineering	\$ 150
Civil/Site Engineering	\$ 130
Landscaping & Urban Design	\$ 120
Geotechnical & Foundations	\$ 140
Fire Protection and Engineering	\$ 190
Survey	\$ 150
Audio Visual & Acoustics	\$ 160
Security/Security Systems	\$ 170
Parking Facility Planning & Engineering	\$ 160
Program Manager (sub)	\$ 225
Scheduler	\$ 170
Estimator	\$ 170
Project Controls	\$ 150
Engineer	\$ 150
Engineer - (Sub)	\$ 150
Design Review Manager	\$ 180
Compliance Officer	\$ 190
Compliance Personnel	\$ 130
Quality Assurance Officer	\$ 160
Health & Safety Officer	\$ 160
IT Support/ Web Development	\$ 130
Principal/ Lead Public Involvement Facilitator	\$ 170
Sr. Public Involvement Facilitator	\$ 125

**EXHIBIT 3**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT 4**  
**INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in an amount of \$1 million per claim with a \$5 million excess limit.

If coverage is written on a claims-made policy, the retroactive date must be prior to the date services begin under this Agreement or the Effective Date of this Agreement, whichever comes first. Coverage must include a three-(3) year extended reporting period from the date this Agreement expires or is terminated. Certificate of Insurance must clarify coverage is claims-made and must contain both the retroactive date of coverage and the extended reporting period date.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

**EXHIBIT 5  
ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF WILLIAMSON

Date: 10.16.13

Name of Affiant: DANIEL C. WARTH

Title of Affiant: VP

Business Name of CONSULTANT: URS CORPORATION

County of CONSULTANT: WILLIAMSON

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 and understand the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this professional services agreement, which list 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.

DWARF  
Signature of Affiant

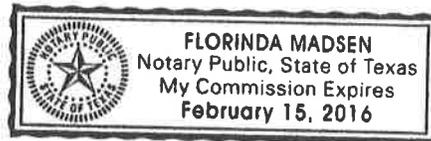
9400 AMBERGLEN BLVD

AUSTIN, TX 78729  
Address

SUBSCRIBED AND SWORN TO before me by 16 on October, 2013.

Florinda Madsen  
Notary Public, State of TEXAS

FLORINDA MADSEN  
Typed or printed name of notary



My commission expires: February 15, 2016

**ATTACHMENT 1 TO EXHIBIT 5**  
**LIST OF KEY CONTRACTING PERSONS**

**October 9, 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 Velasquez	
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 .....	Sara Krause*	
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 .....	Nicki Riley	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety.....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications ..	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division.....	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division.....	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	
Attorney, Health Services Division .....	Prema Gregerson	
Purchasing Agent .....	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPO, CPPB, CTPM	
Purchasing Agent Assistant IV .....	CW 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 ..... David Walch  
 Purchasing Agent Assistant III ..... Michael Long, 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 Fishback\*  
 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  
 250<sup>th</sup> Judicial District Civil Court ..... Judge John K. Dietz  
 County Court at Law #2 ..... Judge Eric Sheppard  
 261<sup>st</sup> Judicial District Civil Court ..... Judge Lora Livingston  
 201<sup>st</sup> District Court ..... Judge Amy Clark Meachum  
 200<sup>th</sup> Judicial District Civil Court ..... Judge Gisela D. Triana-Doyal  
 Strategic Planning Mgr., Planning & Budget ..... Belinda Powell  
 Civil District and County Courts ..... Peg Liedtke

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
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
Purchasing Agent Assistant III .....	Nancy Barchus, CPPB .....	06/28/14

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

**EXHIBIT 6**  
**HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**



RFS #S1301-008-CG  
Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse

**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: URS Corporation State of Texas VID#: 19417169083

Address: 9400 Amberglen Boulevard City: Austin State: TX Zip Code: 78729

Contact: Dan Warth Phone No.: 512.419.6164 Fax No.: 512.454.8807 E-mail: dan.warth@urs.com

PM/Owner's Representative – Development of New Travis  
Project Name: County Civil & Family Courthouse Total Bid Amount: \$2,979,946.70 (Phases I-IV incl.) Solicitation #: RFS #S1301-008-CG

Is your company a certified HUB?  
 Yes  No

Indicate Gender & Ethnicity: \_\_\_\_\_

Certifying Agency (Check all applicable):  
 State of Texas HUB  City of Austin (M/WBE)  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: 20.45% at end of Phase IV (\$609,441.00 of \$2,979,946.70)

Total MBE Dollars: \$432,957.00 Total MBE Percentage: 14.53% Total WBE Dollars: \$176,484.00 Total WBE Percentage: 5.92%

Check the box that applies to the Bidder:

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)

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)

We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)



RFS #S1301-008-CG  
 Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse

SECTION 3		DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS	
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. 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.			
Sub Company Name: <u>Austin Architecture Plus, Inc. dba Architecture Plus</u>		State of Texas VID#: <u>1742754656301</u>	
Address: <u>1907 N Lamar Blvd, Ste. 260</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78705</u>
Contact: <u>Betty Trent, AIA</u>	Phone No.: <u>512.478.0970</u>	Fax No.: <u>512.478.0920</u>	E-mail: <u>betty@austinarchplus.com</u>
Subcontract Amount: <u>\$162,204.00 <sup>(1)</sup></u>	Percentage: <u>5.44%</u>	Description of Work: <u>Architectural Services</u>	
Is your company a certified HUB?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Indicate Gender & Ethnicity: <u>Woman-Owned, Caucasian</u>	
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input checked="" type="checkbox"/> City of Austin (MWBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name: <u>Beverly Silas &amp; Associates</u>		State of Texas VID#: <u>1280483828700</u>	
Address: <u>P.O. Box 493</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78767-0493</u>
Contact: <u>Beverly S. Silas</u>	Phone No.: <u>512.374.4997</u>	Fax No.: <u>512.323.9800</u>	E-mail: <u>bsilas@beverlysilas.com</u>
Subcontract Amount: <u>\$277,179.00 <sup>(1)</sup></u>	Percentage: <u>9.30%</u>	Description of Work: <u>Public Involvement</u>	
Is your company a certified HUB?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Indicate Gender & Ethnicity: <u>Female, African American</u>	
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input checked="" type="checkbox"/> City of Austin (MWBE) <input checked="" type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name: <u>CAS Consulting &amp; Services, Inc.</u>		State of Texas VID#: <u>17429170248</u>	
Address: <u>7908 Cameron Road</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78754</u>
Contact: <u>Channy Soeur</u>	Phone No.: <u>512.836.2388</u>	Fax No.: <u>512.836.4515</u>	E-mail: <u>channys@casengineers.com</u>
Subcontract Amount: <u>\$155,778.00 <sup>(1)</sup></u>	Percentage: <u>5.23%</u>	Description of Work: <u>Program Management &amp; Construction Management</u>	
Is your company a certified HUB?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Indicate Gender & Ethnicity: <u>Male, Asian</u>	
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input checked="" type="checkbox"/> City of Austin (MWBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name: <u>DataCom Design Group, LLC</u>		State of Texas VID#: <u>13523711508</u>	
Address: <u>7600 Burnet Road</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78757</u>
Contact: <u>Jodi P. Bole</u>	Phone No.: <u>512.478.6001</u>	Fax No.: <u>512.478.2771</u>	E-mail: <u>jbole@datacomdesign.com</u>
Subcontract Amount: <u>\$14,280 <sup>(1)</sup></u>	Percentage: <u>0.48%</u>	Description of Work: <u>Low Voltage Technology Consultant</u>	
Is your company a certified HUB?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Indicate Gender & Ethnicity: <u>Woman-Owned HUB</u>	
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input type="checkbox"/> City of Austin (MWBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

<sup>(1)</sup> Estimate for value at end of Phase IV.



RFS #S1301-008-CG  
Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse

SECTION 4		DISCLOSURE OF NON-HUB SUBCONTRACTORS			
Travis County exercises the right to verify subcontractors listed on this project.					
Sub Company Name: <u>Alvarez &amp; Marsal Real Estate Advisory Services, LLC</u>		State of Texas VID#: <u>20-1114121</u>			
Address: <u>555 Thirteenth St, NW, 5th Floor West</u>		City: <u>Washington</u>	State: <u>DC</u>	Zip Code: <u>20004</u>	
Contact: <u>Jay Brown</u>	Phone No.: <u>202.729.2110</u>	Fax No.: <u>202.729.2101</u>	E-mail: <u>jbrown@alvarezandmarsal.com</u>		
Subcontract Amount: <u>\$51,000 <sup>(1)</sup></u>	Percentage: <u>1.71%</u>	Description of Work: <u>Real Estate / P3 Advisory Services</u>			
Sub Company Name: <u>BMO Capital Markets GKST Inc.</u>		State of Texas VID#: <u>N/A</u>			
Address: <u>115 S. LaSalle Street, 18W</u>		City: <u>Chicago</u>	State: <u>IL</u>	Zip Code: <u>60603</u>	
Contact: <u>Janis Brennan</u>	Phone No.: <u>312.845.2070</u>	Fax No.: <u>312.658.4678</u>	E-mail: <u>jan.brennan@bmo.com</u>		
Subcontract Amount: <u>\$50,000 <sup>(1)</sup></u>	Percentage: <u>1.68%</u>	Description of Work: <u>Financial Advisor</u>			
Sub Company Name: <u>Cabrera Capital Markets, LLC</u>		State of Texas VID#: <u>32032637111</u>			
Address: <u>9901 IH 10 West, Suite 800</u>		City: <u>San Antonio</u>	State: <u>TX</u>	Zip Code: <u>78230</u>	
Contact: <u>Ricardo Villaseñor</u>	Phone No.: <u>210.558.2876</u>	Fax No.: <u>210.558.2877</u>	E-mail: <u>rvillasenor@cabreracapital.com</u>		
Subcontract Amount: <u>\$25,000 <sup>(1)</sup></u>	Percentage: <u>0.84%</u>	Description of Work: <u>Financial Services</u>			
Sub Company Name: <u>Nacht &amp; Lewis Architects, Inc.</u>		State of Texas VID#: <u>N/A</u>			
Address: <u>600 Q Street, Suite 100</u>		City: <u>Sacramento</u>	State: <u>CA</u>	Zip Code: <u>95811</u>	
Contact: <u>Michael Parrott</u>	Phone No.: <u>916.329.4000</u>	Fax No.: <u>916.329.7474</u>	E-mail: <u>mparrott@nachtlewis.com</u>		
Subcontract Amount: <u>\$30,000 <sup>(1)</sup></u>	Percentage: <u>1.01%</u>	Description of Work: <u>Architecture</u>			

<sup>(1)</sup> Estimate for value at end of Phase IV.



RFS #S1301-008-CG

**Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse**

**SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST**

If you were unable to meet the goals for this project, select the box by the response(s) that best fits your situation:

- All subs to be utilized are "Non-HUBs."
  HUBs solicited did not respond.  
 HUBs solicited were not competitive.
  HUBs were unavailable for the following trade(s): \_\_\_\_\_

*Goals are planned to be met by completion of Phase V.*

**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.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- 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 notifications 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 organizations.)
- 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.
- 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.
- 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.abcabx.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
<b>CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES</b>			
<b>CERTIFYING AGENCIES VENDOR DATABASE WEBSITES</b>			
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**

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.

Bidder understands and agrees that, if awarded any portion of the solicitation:

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to subcontractors 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 Subcontracting 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: Dan Warth, PE, Vice President Date: October 22, 2013

Email Address: dan.warth@urs.com Signature: DWARTH

Provide contact information for the individual in your office who will handle invoicing for this project:

Name and Title: Joseph McKenzie, Project Control Administrator Email Address: joseph.mckenzie@urs.com

Phone No.: 512.419.5107 Fax No.: 512.454.8807

Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.

## **APPENDIX A** **SCOPE OF SERVICES**

### **OVERVIEW**

The CONSULTANT will serve as the COUNTY's professional program manager and agent for the PROGRAM, with single point-of-contact responsibility for managing the professional services consultant contracts, construction contracts, service contracts, FF&E vendors and move services providers.

The CONSULTANT is responsible for managing and resolving issues that arise between third-party consultants and contractors engaged by the COUNTY in connection with the PROGRAM as well as issues that arise between the CONSULTANT and third-party consultants and contractors engaged in connection with the PROGRAM. Issues that are not resolved to the CONSULTANT's satisfaction may be appealed in accordance with the provisions of the Professional Services Agreement.

The CONSULTANT shall give consultation and advice to the COUNTY during the performance of the CONSULTANT's services during the development, procurement, design and construction of the new Travis County Civil and Family Courthouse Program. All capitalized terms used but not defined in this Scope of Services have the meaning ascribed to them in the Professional Services Agreement ("PSA").

The CONSULTANT shall perform "Basic Services," which include: all elements of labor, materials and equipment required for the PROGRAM. Basic services shall be rendered to the satisfaction of the COUNTY PROJECT MANAGER and in accordance with the requirements, policies and standard practices of Travis County. The CONSULTANT shall submit the WORK PRODUCT, as defined herein, to the COUNTY for review and acceptance.

The Travis County Civil and Family Courthouse Program (the "PROGRAM") which comprises:

- 1 The SITE (block bounded by San Antonio, 3<sup>rd</sup>, 4<sup>th</sup> and Guadalupe Streets in Austin, TX);
- 2 The new Travis County Civil and Family Courthouse ("CFCH") including commercial facilities (the "CFCH PROJECT");
- 3 Parking facilities, both below and above ground, including commercial facilities;
- 4 Other potential uses of the remaining SITE.

The Scope of Services includes managing all activities in a highly collaborative environment to meet PROGRAM goals, including but not limited to: identifying and prioritizing the needs of Travis County users and other stakeholders; maximizing efficiencies in all aspects; considering all reasonable alternatives, and ultimately overseeing the implementation process while establishing and maintaining the schedule, scope, and budgets agreed for the PROGRAM. The Scope includes extensive communication responsibilities to keep all

stakeholders and the community informed of the PROGRAM's progress, while maintaining appropriate confidentiality.

The PROGRAM is to be delivered in phases:

- Phase I - Initiation Services
- Phase II - PROGRAM Definition Development
- Phase III - Procurement Document Preparation and Open Solicitation Period
- Phase IV - Bid Evaluation, Selection and Negotiation Period
- Phase V - Construction and Implementation

The CONSULTANT shall lead all PROGRAM team meetings to discuss progress, identify problems and action items, plan meetings, and develop and continuously monitor the scope, costs and schedule for the PROGRAM. PROGRAM meetings will be on site for interactive workshops and key meetings with multiple parties or the COURT. As appropriate for the meeting type, topic and timing, and as agreed to by the COUNTY PROJECT MANAGER, some meetings may be held using available technology for video or teleconferencing for some or all participants. Meetings held at locations other than COUNTY offices shall be coordinated through the COUNTY PROJECT MANAGER.

The CONSULTANT shall have authority to exercise the COUNTY's rights under any of the contracts it has executed with third parties in connection with the PROGRAM, including without limitation the right to give direction directly to any consultants or construction contractors in activities for which the COUNTY has the authority to direct. Such authority shall be exercised by the CONSULTANT in order to complete the PROGRAM, avoid delay, and control costs.

#### Public Information

The CONSULTANT is the single point of contact for public information and will present information for the COUNTY communicating the performance on the PROGRAM.

#### Stop Work Authority

The CONSULTANT shall have the authority to accept or reject any work of any third-party contractor in coordination with the COUNTY PROJECT MANAGER. In the event such work is not corrected prior to scheduled cover-up of the defective work, the CONSULTANT shall have the authority to stop work, redirect any third party including the contractor's work effort, coordinate the remedies, keep the project moving efficiently and effectively, and prepare back charges as necessary. Such directions shall be logged and reported weekly.

#### Job Site Safety

The CONSULTANT shall monitor safety on the site. The CONSULTANT is authorized to stop or delay work if deficiencies are noted. The COUNTY shall be advised in the most expeditious manner followed with complete written information as soon as practical.

## **Phase I – Initiation Services**

### **Task 1. PROGRAM KICK-OFF MEETING**

The first meeting will be comprised of the COUNTY PROJECT MANAGER, PURCHASING AGENT, PROJECT EXECUTIVES, FACILITIES MANAGEMENT DEPARTMENT DIRECTOR and other key staff. This task will focus on the development of a communication strategy and plan as an early and on-going requirement for the PROGRAM. Communication protocols will be developed and best practices employed for each level of internal and external communication to provide consistency in the handling of information, as well as the protection of any confidential information. These protocols will be considered a routine aspect of documentation over the life of the PROGRAM.

### **Task 2. GROUP KICK-OFF MEETINGS**

The first meeting with each committee or stakeholder group developed in Phase I will be deemed a Kick-Off meeting with that group. The appropriate communication protocols will be reviewed with each group to align understanding of the governance structure and communication plan across the various groups. Approved goals and objectives for each group will be added to the Management Plans as they are developed.

### **Task 3. PROGRAM INITIATION**

The CONSULTANT will develop and meet as necessary with the COUNTY PROJECT MANAGER and key staff to establish the following:

- (i) Governance structure for the PROGRAM, including committees, roles, functions and responsibilities for the management of daily operations, and approval of process documents.
- (ii) Communication processes and protocols for each phase of the PROGRAM.
- (iii) A framework and protocols for document management and exchange of information.
- (iv) The Phase I stakeholder groups and committees and identification of coordination and management protocols, points of contact and draft charges for the groups identified.
- (v) Formats/templates of master documents to be used during each phase of the PROGRAM to include organizational charts, schedules, logs, meeting notes, estimates, transmittals, invoices, frameworks, etc.
- (vi) A procurement process structure, governance and project controls process that reflects and articulates a design-build procurement for the CFCH to include at a minimum:
  - (a) Governance structure articulating roles, responsibilities and approvals,
  - (b) Procurement schedule identifying approval processes; overall task details and responsibilities; and timeline for the completion of each procurement required for a Design-Build project in Texas as defined by Texas Government Code, Chapter 2269, and
  - (c) A communication process and protocols applicable during the procurement phase.

(vii) A procurement process structure, governance and project controls process that reflects and articulates delivery method for the parking structures to include at a minimum:

- (a) Governance structure articulating roles, responsibilities and approvals,
- (b) Procurement schedule identifying approval processes; overall task details and responsibilities; and timeline for the completion of each procurement required.
- (c) A communication process and protocols applicable during the procurement phase.

(viii) The Work Plan for the management of the PROGRAM, including coordination with INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT (IR/CA) and other COUNTY advisors to the PROGRAM and the master schedule document for the management of time and resources for the PROGRAM.

### **DELIVERABLES FOR PHASE I**

- i. Governance structure
- ii. Communication strategy
- iii. Non-disclosure agreement for internal and external PROGRAM members and stakeholders
- iv. PROGRAM base execution plan
- v. PROGRAM base work plan
- vi. Master organizational chart
- vii. Contact list
- viii. Collaborative virtual secured workspace for PROGRAM information and data exchange hosted by CONSULTANT
- ix. Key stakeholder register and stakeholder management plan
- x. Committee register, charters, and committee management plan
- xi. Design-build procurement process structure and procurement management plan
- xii. PROGRAM controls plan including process and templates for meeting agendas, notes and task lists or action items
- xiii. Schedule templates for use in later phases of the PROGRAM
- xiv. PROGRAM preliminary schedule
- xv. PROGRAM quality assurance and control plan

### **Phase II – PROGRAM Definition Development**

#### **TASK 1: Procurement of INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT (IR/CA)**

All procurement-related tasks will be developed and coordinated with the PURCHASING AGENT and the COUNTY PROJECT MANAGER, and approved by the PURCHASING AGENT.

#### **Sub-Task 1A. IR/CA ROLE DEFINITION**

The CONSULTANT will develop a clear articulation of the PROGRAM goals, values and definition, and the role of the INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT as required by Texas Government Code 2269.

### **Sub-Task 1B. IR/CA SCOPE OF WORK**

The CONSULTANT will develop the scope of work for the IR/CA to work in conjunction with CONSULTANT and the PROGRAM team which is to be used for the solicitation documents for the IR/CA. As part of the scope of work the CONSULTANT will create the performance objectives and requirements narrative to be used by the IR/CA in the development of the specifications for the DESIGN CRITERIA PACKAGE. The performance objectives and requirements should provide strategic advice and soundings on at least the following:

- (a) Functionality criteria
- (b) Security criteria
- (c) Technology objectives
- (d) Building image and aesthetic criteria, including theme, spirit and feel of the PROGRAM
- (e) Information to describe the dignity of the Courts
- (f) Life cycle objectives for major systems
- (g) Objectives and criteria for movement through the building, as well as separation and adjacency requirements
- (h) Quality objectives

### **Sub-Task 1C. IR/CA PROCUREMENT DEVELOPMENT**

The CONSULTANT will receive and refine a procurement process structure, governance and controls to prepare the RFQ for the IR/CA role. The CONSULTANT will coordinate with the PURCHASING AGENT the creation of a procurement evaluation criteria package for the IR/CA solicitation as a part of this phase of the work, and support the COUNTY's evaluation of the submissions.

### **TASK 2: PROGRAM Definition**

The work to define the PROGRAM will be performed in a collaborative fashion, through a series of meetings and iterative analyses, with the COUNTY PROJECT MANAGER, key advisors, stakeholder groups, and the COURT. All workshops and meetings held for the development of the DESIGN CRITERIA PACKAGE will be led and managed by CONSULTANT. CONSULTANT will provide the quality assurance for the DESIGN CRITERIA PACKAGE through their review and integration of the work performed by the IR/CA.

### **Sub-Task 2A: DUE DILIGENCE REVIEWS**

The CONSULTANT will perform due diligence reviews of data provided by the COUNTY, and provide advice and assistance in the development of any additional information or work that should be included in the reference information to be provided in the RFP documents for the PROGRAM, including but not limited to:

(i) SITE survey and geotechnical data

(ii) Subsurface utility investigation

(iii) Phase I Environmental Analysis

(iv) Property acquisition, permitting details/requirements for the SITE. Identify potential conflicts, and develop appropriate resolution/mitigation strategies to provide a clear articulation of the concerns and requirements in the Procurement Documents developed in Phase III.

(v) SITE utility needs study

#### **Sub-Task 2B: PROGRAM VERIFICATION and COMPLETION**

The CONSULTANT will perform due diligence reviews of the current Civil and Family Court House Program provided by Travis County and highlight the need, if any, for additions, refinements and clarifications to be developed by the IR/CA. Review will include:

(i) Review and analysis of the building size; numbers and types of parking spaces; develop an understanding of the current and future need based on forecasting information provided by Travis County; macro and micro level adjacencies; and finalize the appropriate grossing factors for various elements of the facility.

(ii) The analysis should also include consideration of the impact of adding other tenants to the PROGRAM, and identify the specific programming information to be developed by the IR/CA including at a minimum:

(a) Other commercial uses in the CFCH,

(b) Full build out versus use of future expansion space for swing space for other COUNTY offices and departments, or other phased build out approaches as appropriate.

(c) The impact of additional uses on the parking requirements for the site.

(iii) The Consultant will manage the work of the IR/CA for the completion of the Architectural Program necessary to describe the CFCH and parking facilities for the PROGRAM.

#### **Sub-Task 2C: PROGRAM DEVELOPMENT PROFILE**

The CONSULTANT will review, refine and finalize the PROGRAM development profile for the SITE and coordinate the determination of the configuration of the various elements of the PROGRAM to include only the size, orientation, and relationships between:

- (a) the Civil and Family Courthouse
- (b) Parking facilities
- (c) Retail facilities
- (d) Other potential commercial uses

#### **Sub-Task 2D: SUSTAINABILITY**

The CONSULTANT will identify the sustainability objectives, including compliance with COURT policy to attain a minimum U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Silver certification, to emphasize water conservation and reduced energy costs and include LEED objectives or credits that add the best value to the PROGRAM and focus on the following at a minimum:

- (a) Reduced operational utility costs
- (b) Reduced operational maintenance costs
- (c) Increased useful life of building systems and equipment
- (d) Increased user satisfaction
- (e) Community enhancement
- (f) Support of local industry and economy
- (g) Reduced global environmental impacts
- (h) Participation in the Austin Energy Central Energy Loop for HVAC for the PROGRAM.

The CONSULTANT will provide a life cycle cost analysis or similar detailed investigations for LEED and other measures under consideration for selection based on overall benefits and contribution toward an integrated design. The analysis will be used to maximize the value of the measures pursued while minimizing first cost premiums.

#### **Sub-Task 2E: REAL ESTATE MARKET ANALYSIS**

The CONSULTANT will review and refine the physically possible, legally permissible, and financially feasible uses for the potential development of the Travis County SITE located in downtown Austin. Potential additional uses of the SITE will be limited to retail and commercial office uses, and associated parking. Development of a commercial office and retail real estate market analysis and plan for the PROGRAM will consider the best orientation of the CFCH PROJECT on the site to preserve the best future expansion space and the best means to monetize the site in the interim to benefit Travis County and the PROGRAM. The scope of the CFCH PROJECT will include analysis of up to 4 development scenarios and is broken down into the following activities: Research, Financial Modeling, and Ranking.

- Research relevant submarket and comparable data on retail and office uses, and associated parking.
- Collect rental data to arrive at an overall market rent for each of the proposed uses under analysis.
- Conduct outreach to local developers, brokers, and other stakeholders to assess the real estate development potential of the site and to identify and discuss an objectives and limitations for the PROGRAM
- The market research, rent growth, occupancy and absorption assumptions will be used to arrive at a revenue stream projection for each of the proposed uses. The revenue stream will be the basis for the financial modeling.
- Meet with COUNTY officials, ADVISORS and the COURT to ascertain any development restrictions and/or limitations, if any, imposed by law on the COURT.

The research collected will serve as the foundation for the recommended product type mixes that will be tested in the financial modeling scenarios. The recommended mixes will meet architectural requirements and comply with the restrictions and/or limitations, if any, imposed by law on the COURT.

#### Financial Modeling

Develop a financial model to assist in determining the financial feasibility of the four scenarios. The following activities are included in the scope:

- Revenue projections – Based on research activities outlined above.
- Expense analysis - Collect and review actual expense data from competing properties, where available, as well as published data to arrive at an expense estimate for the property use being analyzed. All estimates will be market supported and fully explained in the report. The expense analysis will also include typical capital reserve items.
- Net cash flow - After completing the above, a net cash flow forecast will be created including an analysis of leasing commissions, tenant improvements and absorption costs if warranted.
- Construction costs - An estimate of potential construction costs will be made based on typical construction quality in the market.

After completing the above, the financial performance of the four scenarios being considered will be compared to the likely construction costs to determine the feasibility of each. The final deliverable in this activity is a projected return on cost.

#### Ranking

Arrive at a weighting of the probability of success of each of the four scenarios based on factors such as supply and demand risk and investment risk in each of the product types.

#### **Sub-Task 2F: TECHNICAL IMPLEMENTATION STRATEGY**

The CONSULTANT will develop a Technical Implementation Strategy for the PROGRAM to include:

- (1.) Design-Build Manual, which will contain guidelines for the conceptual development, procurement and implementation of design-build projects. The Design-Build Manual will be project specific, but have general application.
- (2.) Development, review and refinement of a PROGRAM risk matrix and a risk mitigation and allocation model for the reference concept under the design-build delivery method.
- (3.) Determination of the potential value of advanced contract works related to the first phase of development of the PROGRAM
- (4.) Constructability Scenarios for the reference concept will consider the effects on development and procurement strategies for the PROGRAM, to include using constructability scenarios prepared by the IR/CA.

**TASK 3: Review and Refine Cost Estimates and Schedule for the PROGRAM and Develop the PROGRAM BUDGET and SCHEDULE.**

**Sub-Task 3A. REVIEW EXISTING COST ESTIMATES**

The CONSULTANT will review and analyze the construction, operations and maintenance risk-based cost estimates provided by the COUNTY.

**Sub-Task 3B. DEVELOP INDEPENDENT CONSTRUCTION COST ESTIMATE & SCHEDULE**

The CONSULTANT will develop an independent risk-based construction cost estimate and risk-based schedule to match the potential phasing of the PROGRAM as defined in the reference concept, to reach an agreed upon design-build cost estimate with the IR/CA and the COUNTY.

**Sub-Task 3C. LIFECYCLE COST OPTIMIZATION**

The CONSULTANT will refine and establish estimates of the operations and maintenance cost for the PROGRAM to optimize decisions related to the life cycle choices and performance requirements for the systems and quality of the PROGRAM defined in the DESIGN CRITERIA PACKAGE, to reach an agreed upon lifecycle cost estimate with the IR/CA and the COUNTY.

**Sub-Task 3D. BUDGET STRUCTURE**

The CONSULTANT will develop agreed upon PROGRAM cost categories and contingencies for overall establishment, management and cost control of the PROGRAM BUDGET.

**Sub-Task 3E. DEVELOP PROGRAM BUDGET & SCHEDULE**

The CONSULTANT will develop for agreement the PROGRAM BUDGET and SCHEDULE.

### **Sub-Task 3F. ECONOMIC IMPACT STATEMENT**

The CONSULTANT will develop an estimate of the economic impact of the PROGRAM development on Travis County.

## **TASK 4: Finalize Financing and Funding Strategy for the PROGRAM.**

### **Sub-Task 4A. FINANCING PLAN**

The CONSULTANT will work with the COURT's other ADVISORS, COUNTY PROJECT MANAGER and key COUNTY financial staff to develop a financing plan for the PROGRAM. The preliminary cashflow projections included in the financial analysis should consider the revenue implications of the real estate objectives for the SITE identified in Phase I Task 2, including full build out and phased build out. The report and presentation will include municipal bond market conditions, projected financing costs, interest rate outlook, market outlook and hedging considerations.

### **Sub-Task 4B. FUNDING STRATEGY**

The CONSULTANT will consider the tax implications and other public finance limitations imposed on counties in the State of Texas and their impact in the development of an optimal funding strategy for the PROGRAM. The final funding strategy shall clearly articulate the required funding to support the PROGRAM as identified in the DESIGN CRITERIA PACKAGE and include both long-term and short-term funding requirements. The report and presentation on alternative sources of financing will include a comparison to municipal bond market costs including long term and bank market options. The report will include comparisons in costs, timing, term and completion/closing risk. This analysis will be refreshed as required for the later phases.

### **Sub-Task 4C. DEVELOPMENT SCENARIO FUNDING & RISK TRANSFER OPTIONS**

The CONSULTANT will work with the real estate advisor to identify revenue opportunities, development opportunities and costs savings available for the four development scenarios. The CONSULTANT will quantify the benefit to the COUNTY, contrast the potential risks and provide recommendations for each alternative.

## **TASK 5: Develop and Execute the Public Information and Education Initiative for the PROGRAM.**

### **Sub-Task 5A. PUBLIC INFORMATION AND EDUCATION PROGRAM**

The CONSULTANT will provide a public information and education program for the PROGRAM. The program shall consider the different public outreach needs for the various stages and phases of the PROGRAM. The program shall consider the use of different media outlets, including print, social media, radio, and television for each phase of the PROGRAM as it is developed. The communication program should also consider the need for a "grass

roots” approach to public education and information dissemination for the PROGRAM. The CONSULTANT will develop an Initiative Framework that matches specific communication strategies and tools to particular interest groups, tailored to each phase of the PROGRAM and the goals and objectives of the PROGRAM at each phase. The CONSULTANT will also develop a brand/logo for ease of PROJECT identification.

#### **Sub-Task 5B. PROGRAM WEBSITE**

The CONSULTANT will be responsible for the development of website content for a PROGRAM website that will be hosted by Travis County throughout the PROGRAM. Website design and content will be coordinated through the COUNTY PROJECT MANAGER and within the current design parameters established by Travis County Information Technology Services. This website will be maintained separately from any electronic communication platform established for the internal day to day management of the PROGRAM and will be an outwardly facing source of information dissemination for the PROGRAM. The website will also be accessible for those with special needs, as required and defined by Americans with Disabilities Act (ADA).

#### **Sub-Task 5C. EDUCATION INITIATIVE MATERIALS**

The development of an Education Initiative for a bond referendum to fund the PROGRAM is an early requirement of the communication program. The CONSULTANT will be responsible for the development of appropriate messaging for each phase of the PROGRAM. The CONSULTANT will prepare a speakers kit for the PROGRAM and make it available for all COUNTY elected and appointed officials, and their staffs, to use as they discuss the PROGRAM prior to a bond referendum. Additional kits will be developed to announce major milestones on the PROGRAM. Fact Sheets and Frequently Asked Questions (FAQ’s) will also be created and updated quarterly through the PROGRAM period. Targeted and customized outreach strategies and materials will be employed to ensure opportunities to educate populations and groups including the following:

- Environmental justice (EJ) populations
- Businesses and property owners across all strata
- Non-profit, faith-based and other community-serving organizations and their clients
- School communities (schools, parents and staff)
- Health care facilities and staffs
- Other governmental entities

#### **Sub-Task 5D. PUBLIC MEETINGS**

Dates, times, and locations for all public meetings held for the PROGRAM will be coordinated with the COUNTY PROJECT MANAGER. The PROGRAM MANAGER for the CONSULTANT or CONSULTANT representative agreed upon in advance will attend all public meetings for the PROGRAM. The CONSULTANT will document each public meeting and outreach meeting for the PROGRAM and provide a written summary of the meeting,

including any follow-up actions needed and attendance logs/ sign in sheets for each meeting. A calendar of meeting and events will be kept and made available on the PROGRAM website. A database will be created from attendees of public meetings to be used for future open house/public meeting type events. The foundation of this database will be provided by Travis County. Particular attention will be given to ensure that traditionally underrepresented and hard-to-reach populations and groups have sufficient opportunity to engage in the process, and be educated on the value of having a new Civil and Family Courthouse. During the initial phase, leading up the referendum, it is anticipated there may be a minimum of two meetings weekly. These will be designed to educate the public/stakeholders on the need for the new facility. These meetings will not only include those initiated by the CONSULTANT, but will also include those requested by various stakeholder and community organizations at their regularly scheduled times and location(s).

### **DELIVERABLES FOR PHASE II TASK 1**

Scope of work document for the RFQ to solicit an IR/CA to assist with the completion of the DESIGN CRITERIA PACKAGE

Performance objectives and requirements narrative

Procurement governance structure and procurement project controls for the selection of an IR/CA

IR/CA procurement evaluation criteria

### **DELIVERABLES FOR PHASE II TASK 2**

Meetings, workshops and presentation to the COURT and key stakeholder groups identified for this phase to develop clearly articulated goals and objectives for the various elements of the PROGRAM, including CFCH, parking facilities, retail facilities, and other potential commercial uses of the remaining SITE.

Updated program document

Due diligence reports

Sustainability report, including LEED credits analysis and objectives for the PROGRAM

Real estate market analysis and concepts report

Technical implementation strategy and updated work plan for the PROGRAM

Design Build Manual

Packaging of all information required for a complete DESIGN CRITERIA PACKAGE for inclusion in the RFP for the PROGRAM

### **DELIVERABLES FOR PHASE II TASK 3**

PROGRAM risk-based construction cost estimate and schedule

PROGRAM operations and maintenance cost estimate

PROGRAM BUDGET and SCHEDULE report

Economic Impact Statement

**DELIVERABLES FOR PHASE II TASK 4**

Financing plan report and presentation

Funding strategy report and presentation

Development scenario funding and risk transfer options report

**DELIVERABLES FOR PHASE II TASK 5**

Communications Initiative Framework

Interest Group and Stakeholder Rosters

Roster of Media Outlets and Contacts

Meeting documentation:

Agendas

Presentations

Print materials (English and Spanish)

Sign in sheets

Photographs/videos (as warranted or when appropriate)

Summary documentation

Calendar of events and meetings

Website content

Speakers' kits

Fact sheet (electronic and print)

Frequently asked questions

Media kits

Media blasts – content and design

Database used during PROGRAM

**Phase III – Procurement Documentation Preparation and Open Solicitation Period**

This phase of the CONSULTANT'S work is focused on the development of structures and tools to understand the authorities for the PROGRAM, assign responsibilities, track work streams, resolve key issues and advance the schedule for the PROGRAM through the review and refinement of solicitation documents. The CONSULTANT will receive from the COUNTY and refine a procurement governance structure and procurement project controls for the procurement of the DESIGN-BUILD TEAM, including a procurement schedule identifying approval processes; overall task details and responsibilities; and a timeline for the completion of each procurement required for a design-build project in Texas as defined by Texas Government Code 2269, including any other specialty services and contracts, determined in Phase I, as necessary for the execution of the PROGRAM. The procurement tasks associated with the selection and hiring of an INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT are included in Phase II of the CONSULTANT'S services and are excluded from this procurement phase.

**TASK 1: Procurement Documentation Preparation.**

The CONSULTANT will review and refine, as needed, a cohesive procurement package based on existing COUNTY documents for use in securing the services of a DESIGN-BUILD TEAM to design and develop the PROGRAM. Review and refinement of procurement documentation will be under the leadership of the CONSULTANT, who will provide the technical advice, leadership, quality control, and quality assurance for the information developed for the Request for Qualifications (RFQ) and Request for Proposal (RFP) phases of the design-build procurement for the PROGRAM. The creation of the bridging documents for the RFP phase of the procurement is the responsibility of the INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT. The CONSULTANT will provide management review and advice during the development of the bridging documents, and quality assurance and control reviews for the bridging documents so that a complete and cohesive procurement document is prepared for the PROGRAM. Other information necessary to support the bridging documents and provide a detailed understanding of the PROGRAM in a comprehensive fashion is the responsibility of the CONSULTANT. The development of a fair, transparent and timely procurement for the PROGRAM is the responsibility of the CONSULTANT. All procurement phase tasks will be developed and coordinated with the PURCHASING AGENT and the COUNTY PROJECT MANAGER, and approved by the PURCHASING AGENT.

Specific tasks will include:

- (i) The creation of a procurement governance structure and procurement project controls for the successful solicitation, evaluation, selection and contract negotiations for a DESIGN-BUILD TEAM.
- (ii) Review of existing COUNTY solicitation documents necessary for a design-build project in a two-step process beginning with COUNTY's "Design-Build Request for Qualifications"

(RFQ) to qualify design-build teams for the Request for Proposal (RFP) stage of the procurement.

(iii) Refinement of the RFQ forms and schedules for the submission of qualification requirements; refinement of the RFQ evaluation framework and RFQ schedule; coordination with the COUNTY on standard solicitation-related documents and other attachments and requirements for the RFQ release.

(iv) Assemble, review and finalize any aspects of the DESIGN CRITERIA PACKAGE completed in Phase I to be released at the RFQ stage of the procurement.

(v) Coordinate preparation of responses to Requests for Information (RFI) during the RFQ phase of the procurement and any addenda to be issued.

(vi) Review and assess submitted RFQ documents for compliance, including reference checks on the respondents.

(vii) Review of the evaluation framework and criteria with all internal COUNTY staff who will participate in the evaluation process.

(viii) Assist COUNTY with development and release of the announcement of shortlisted proponents.

(ix) Coordinate issuance and receipt of non-disclosure agreements from shortlisted proponents.

(x) Coordinate refinement of the completed DESIGN CRITERIA PACKAGE to be released to the shortlisted respondents, including the creation of a design-build manual based on existing COUNTY documents and the guidelines contained in the Design-Build Manual provided in Phase II.

(xi) Coordinate the Request for Proposal (RFP) stage of the solicitation, including the population of a virtual data room with the comprehensive information on the PROGRAM required for a detailed understanding of the PROGRAM on the part of the respondents.

(xii) Refine COUNTY's "Design-Build Request for Proposals" (RFP) from the shortlisted respondents to include all technical, financial, schedule and cost information to be submitted in response to the RFP.

(xiii) Create offer/submission schedule and administrative requirements.

(xiv) Coordinate finalization of the technical and financial evaluation framework and detailed criteria to be used in the evaluation of the offers.

## **TASK 2: Open Solicitation Period.**

The CONSULTANT will manage the open solicitation period in coordination with the PURCHASING AGENT and COUNTY PROJECT MANAGER, including design presentation

meetings with bidders, responses to Requests for Information to the RFP, and release of addenda related to the RFP.

### **DELIVERABLES FOR PHASE III TASK 1**

Procurement schedule

Procurement governance structure

Procurement project controls

Design-Build Manual

RFQ evaluation framework refinements, as needed

RFQ evaluation criteria refinements, as needed

Request for Qualifications refinements, as needed

Coordinated Responses to RFIs

Coordinated DESIGN CRITERIA PACKAGE to include all information prepared by others

Request for Proposals refinements, as needed

RFP evaluation framework refinements, as needed

RFP evaluation criteria refinements, as needed

### **DELIVERABLES FOR PHASE III TASK 2**

Meeting agendas and materials for pre-submission conferences and meetings

Coordinated Responses to RFIs

Coordinated RFP addenda

### **Phase IV – Bid Evaluation, Selection and Negotiation Period**

TASK 1. The PURCHASING AGENT will accept offer submissions and the CONSULTANT will perform a completeness check on all responses, perform conflict of interest verification with evaluation team, and organize and conduct technical and financial compliance checks on the offers.

TASK 2. The CONSULTANT will perform an evaluation of all technical and financial aspects of the offers, including an assessment of any innovations offered. A summary of the assessment will be developed for discussion with the evaluation team and any committees established for the procurement. The CONSULTANT will present their findings in confidential meetings with all of the evaluation committees.

TASK 3. The CONSULTANT will formalize the rankings of the offers made by the evaluation committee(s) for presentation to the COURT with a recommendation to begin negotiations

with the Design-Build firm that submits the proposal offering the best value for the COUNTY on the basis of the published criteria and ranking evaluations.

TASK 4. The CONSULTANT, in coordination with the PURCHASING AGENT, COUNTY PROJECT MANAGER and the Travis County Attorney's Office, will chair and lead all negotiation meetings required to finalize the design-build agreement for the PROGRAM.

TASK 5. The CONSULTANT will provide periodic updates on the status of the negotiations to the COURT and present the finalized design-build agreement to the COURT for approval. The CONSULTANT will also conduct and participate in debriefing meetings with key stakeholders and committees on the design-build agreement as appropriate to inform and improve understanding of subsequent steps in the development process.

#### **DELIVERABLES FOR PHASE IV**

Summary results of the completeness check

Summary findings for the technical review, including analysis of any innovations offered

Summary of findings for financial review for the DESIGN-BUILD TEAM

Meeting agendas for negotiations

Summary status reports on the negotiations for sub-committee meetings

Coordinated Final Design-Build Agreement

Agenda and summary of the contract for debriefing meetings

Master schedule update

Master budget update

#### **Phase V – Construction and Implementation**

The CONSULTANT will provide a program management team for the oversight and management of the design, construction and implementation of the PROGRAM. The tasks of the program management team will include:

a) Establish, maintain and operate construction communication protocols and the governance structure. The communication protocols will address the interface with the public and include the facilitation of a public consultation process for both internal and external stakeholders, the COURT and the DESIGN-BUILD TEAM.

b) The CONSULTANT will meet weekly with the COUNTY PROJECT MANAGER, DESIGN-BUILD TEAM and others as needed.

c) The CONSULTANT will oversee the implementation of the PROGRAM and compliance with the design-build agreement.

d) The CONSULTANT will monitor the achieved PROGRAM SCHEDULE and PROGRAM BUDGET, and recommend actions to the COUNTY PROJECT MANAGER so as to maintain the approved PROGRAM SCHEDULE and PROGRAM BUDGET.

e) The CONSULTANT will lead the compliance reviews the purpose of which is to determine technical and financial compliance with the design-build agreement. The CONSULTANT will, coordinate with the COUNTY PROJECT MANAGER and other key stakeholders and advisors, including COUNTY technical staff for technical and financial review input and participation during design, construction and occupancy of the PROGRAM. The CONSULTANT will establish, maintain and operate a tracking and comment resolution process for compliance reviews during the design period.

f) The CONSULTANT will establish, maintain and operate a change management plan, which will include the process for identification of potential scope and other changes, negotiation with DESIGN-BUILD TEAM, and recommendations for approval of any changes.

g) The CONSULTANT will issue summary status reports each month to advise the COURT on the compliance of the DESIGN-BUILD TEAM, any recommendations made or corrective actions taken to bring the PROGRAM into compliance, and the current status of the schedule and budget for the PROGRAM. The summary status reports should also record next steps and action items, if any, that have been assigned to COUNTY personnel or advisors. The summary status reports will be an internal management tool and not intended for public distribution.

h) The CONSULTANT will develop a public status report each month, for posting to the PROGRAM website as appropriate and as described in the communication plan developed for this phase of the PROGRAM.

i) The CONSULTANT will develop a communication plan for this phase of the PROGRAM that addresses the need for key stakeholder communication and participation during the design process and outlines an appropriate interaction for key stakeholders as the PROGRAM moves from design into construction. The communication plan will address an appropriate public consultation process for the design period and outline a public information plan for the construction, occupancy and opening periods of the PROGRAM.

j) The CONSULTANT will facilitate all public meetings held at key milestones for the PROGRAM during the design and construction period, announce and coordinate access to the SITE at key milestones including ground breaking, one interim tour period of at least one tour per day for 5 days at a milestone agreed upon with the DESIGN-BUILD TEAM, and at an opening event.

k) The CONSULTANT will develop a reporting structure for the construction period of the PROGRAM. The CONSULTANT will also prepare background information for issues requiring action by the COURT. The CONSULTANT will identify all reports and submissions during the design and construction period in the PROGRAM schedule of deliverables.

l) The CONSULTANT will establish, operate and maintain a PROGRAM data control and retrieval system for both digital and hardcopy materials to track the evolution of decisions, and record the receipt and delivery of appropriate approvals. Files shall be kept in a fashion that is readily retrievable and available no later than 24 hours after the request is made by the

COUNTY PROJECT MANAGER or the COURT, or no later than 24 hours after the County Attorney's Office has opined to the CONSULTANT on a public information request that information can be made available to the requesting party.

m) The CONSULTANT will oversee the inspection and commissioning process for the PROGRAM, including acting as interface with the DESIGN-BUILD TEAM and the Sheriff's Office during the Texas Commission on Jail Standards inspections of the facility prior to the acceptance and occupancy by the COURT.

n) The CONSULTANT will manage the PROGRAM completion and close-out and support the transition to the operations and maintenance period for the building by preparing a transition and occupancy plan that outlines the steps, process and schedule for the testing period and occupancy of the building.

o) The CONSULTANT will receive and review and comment on as-built documentation, executed warranties, maintenance and operations manuals for the PROGRAM, prior to final submission by DESIGN-BUILD TEAM.

p) The CONSULTANT will create an inventory of existing furniture, fixtures and equipment (FF&E) used by the departments identified by the COUNTY to be included in the CFCH PROJECT, and coordinate with the DESIGN-BUILD TEAM and the COUNTY to reach agreement on the FF&E that will be re-used in the CFCH, and the FF&E to be purchased by the COUNTY and installed in the CFCH by the DESIGN-BUILD TEAM. The Consultant will coordinate the budget and specifications of new FF&E, and coordinate the budget, delivery and installation of re-used FF&E.

#### **DELIVERABLES FOR PHASE V**

Construction and implementation phase communications protocols

Construction and Implementation phase governance structure

PROGRAM data controls

Tracking and comment resolution process for compliance reviews

Change management plan

Master schedule development and updates

Master budget development and updates

Summary status reports

Public status reports

Website content

Communication and public information plans

Public consultation process

Agendas, meeting notes and presentation materials for all Public Meetings

Agendas, meeting notes and action items for all internal PROGRAM team meetings, DESIGN-BUILD TEAM progress meetings, committee meetings, and owner's inspections

Coordination and documentation of all owner's inspections

Change management plan

Monitor and participate as necessary in; the review and response to RFIs, and the review and approval of submittals

Review and comment on the commissioning plan

Coordinate budget, specifications, delivery and installation of FF&E

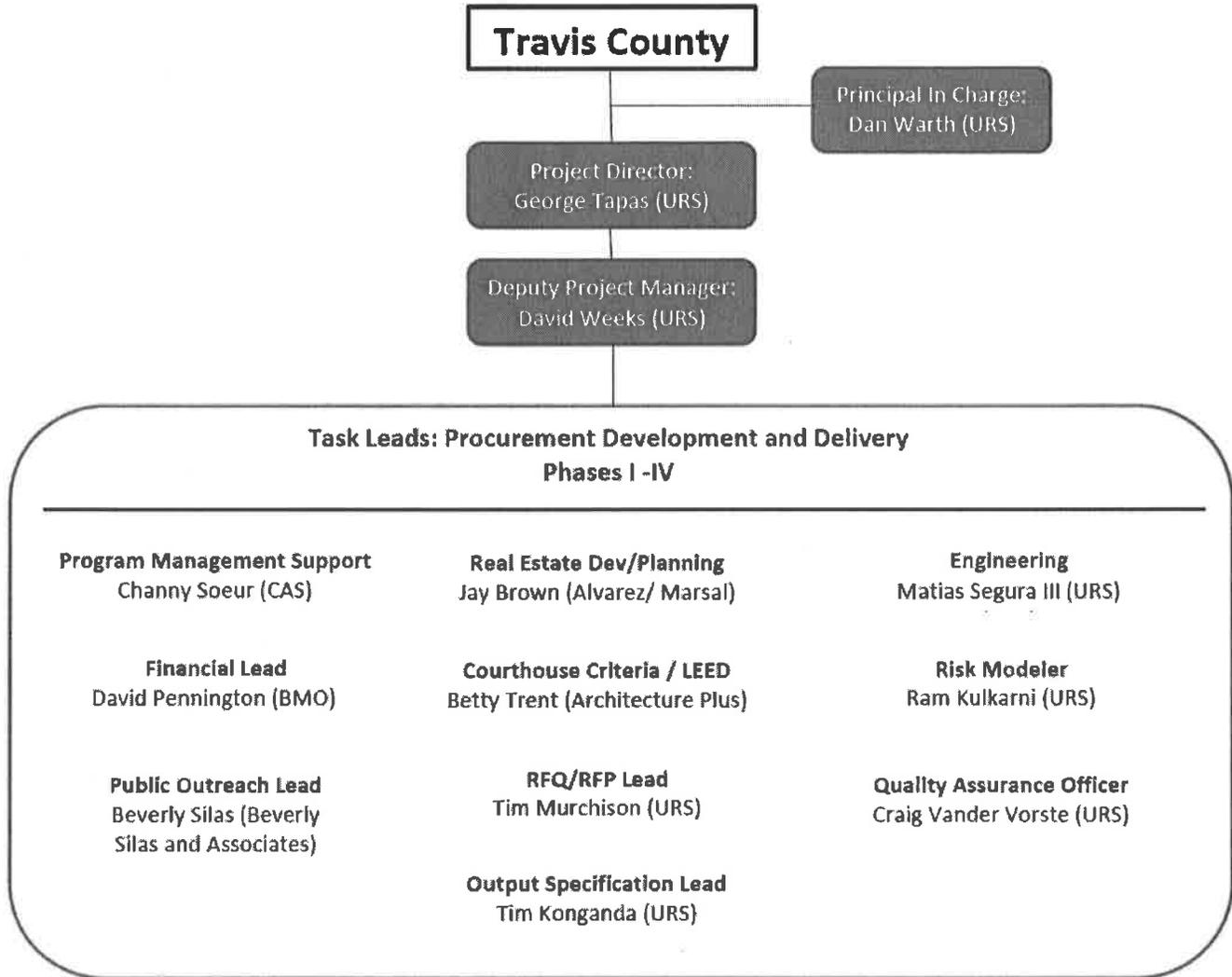
Schedule of deliverables

Transition and occupancy plan

Manage occupancy stages for move-in of the tenants

Invoice management and recommendation for payment

**APPENDIX B**  
**ORGANIZATIONAL CHART INDICATING KEY PERSONNEL**





# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, October 22, 2013  
**Prepared By/Phone Number:** C.W. Bruner, 854-9760  
**Elected/Appointed Official/Dept. Head:** Cyd Grimes  
**Commissioners Court Sponsor:** Judge Biscoe

**Approve twelve-month extension (Modification No. 5) to Contract No. 440000027 (HTE Contract No. 08T00263OJ), Frost Insurance Agency, for Excess Workers Compensation Insurance.**

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

This contract provides Excess Workers Compensation Insurance coverage for Travis County.

This Modification No. 5 extends the contract for an additional twelve (12) months, from November 1, 2013 through October 31, 2014.

The premium rate offered by Frost Insurance Agency with Midwest Employers Casualty Company as the carrier is \$0.0792 per \$100 of actual payroll based on an annual audit. The deposit premium will be \$212,972.00 with an additional flat charge of \$16,303.75 per helicopter due with the deposit premium and the minimum premium for a one year policy will be \$207,978.75. The final premium will be based on the actual payroll developed over the period and determined by audit.

- **Contract Modification Information:**
  - Modification Amount: \$207,978.75 (Estimated amount)
  - Modification Type: Bilateral / Requirements
  - Modification Period: November 1, 2013 to October 31, 2014

- **Funding Information:**
  - SAP Shopping Cart # / Funds Reservation #: 300000895
  - Comments:

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



Created on 10-17-13 @ 3:00 pm

## Human Resources Management Department

700 Lavaca St. 4<sup>th</sup> Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

# Memorandum

October 16, 2013

To: Cyd Grimes, County Purchasing Agent

From: William Paterson, Risk Manager, HRMD

Re: Excess Workers Compensation Renewal Review

After reviewing the options from Frost Insurance Agency, Inc.:

It is the recommendation of Risk Management that Travis County exercise its option to renew the contract with Frost Insurance Agency, Inc. with Midwest Employers Casualty Company as the carrier. The recommendation is based on Renewal Option # 1 due to statutory limits and the catastrophic occurrence protection. The renewal rate as quoted under option #1 is \$.0792 per \$100, the deposit premium is \$278,187.00 based on an estimated payroll of \$268,904,371.00, and with a minimum premium of \$207,978.75. The line item from which the premium will be paid from is GL 515310 and cost center # 1110048955. If you have any questions please call me at 854-9650. Thank you.

CC: Leslie Browder, County Executive Planning and Budget  
Debbie Maynor, Director, HRMD  
C.W Bruner/Purchasing

## EXCESS WORKERS' COMPENSATION PROPOSAL

Carrier	Midwest Employers EXPIRING	Midwest Employers RENEWAL OFFER OPTION 1	Midwest Employers RENEWAL OFFER OPTION 2
Policy Term	<b>November 1, 2012 - 2013</b>	<b>November 1, 2013 - 2014</b>	<b>November 1, 2013 - 2014</b>
States Covered	TX	TX	TX
Estimated Annual Payroll	\$244,568,544	\$268,904,371	\$268,904,371
Specific WC Limit	Statutory	Statutory	Statutory
EL Limit	\$1,000,000	\$1,000,000	\$1,000,000
<b>Specific Retention</b>	<b>\$600,000</b>	<b>\$700,000</b>	<b>\$800,000</b>
Rate Per \$100 of Payroll	.0733	.0792	.0706
Policy Period Minimum Premium	\$186,100 (1)	\$207,978.75 (2)	\$186,607 (3)
Deposit Premium	\$179,269	\$212,972	\$189,846
Aircraft Flat Charge	\$74,274 for 3 Aircraft	\$65,215 for 4 Aircraft	\$62,980 for 4 Aircraft
Total Deposit Due	\$253,543	\$278,187	\$252,826
Terrorism Risk Insurance Premium	Included	Included	Included

(1) Minimum premium \$161,342 plus 1 aircraft flat charge of \$24,758

(2) Minimum premium \$191,675 plus 1 aircraft flat charge of \$16,303.75

(3) Minimum premium \$170,862 plus 1 aircraft flat charge of \$15,745

Option 1: Premium rate per \$100 payroll increased 8% over expiring rate.  
Cash Flow Protection: \$315,000, \$210,000, \$175,000

Option 2: Premium rate per \$100 payroll decreased 4% over expiring rate.  
Cash Flow Protection: \$360,000, \$240,000, \$200,00

# Funds Reservation 300000895

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	10/03/2013
FM area	1000	Posting date	10/03/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	SOLANOM	Created on	10/03/2013
Last changed by		Last changed	
More Data			
Text Contract renewal Excess Workers Compensation			
Reference			
Overall Amount	278,187.00 USD		

Document item 001			
Text Workers Comp Premium			
Commitment item	515310	Funds center	1110048955
Fund	8955	G/L account	515310
Cost center	1110048955	Due on	
Vendor	1000004612	Customer	
Amount	278,187.00 USD		

**MODIFICATION OF CONTRACT NUMBER: 08T00263OJ, Excess Workers Compensation PAGE 1 OF 2 PAGES  
(SAP # 4400000027)**

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 <sup>TH</sup> FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: <b>September 27, 2013</b>
ISSUED TO: 1000004612 Frost Insurance Agency Attn: Cyndi White 3611 Paesanos Parkway, Suite 100 San Antonio, TX 78231	MODIFICATION NO.:  <b>5</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>October 28, 2008</b>
ORIGINAL CONTRACT TERM DATES: <u>November 1, 2008 – October 31, 2010</u> CURRENT CONTRACT TERM DATES: <u>November 1, 2013 – October 31, 2014</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:** Original Contract Amount: \$197,819.00    Current Modified Amount: \$278,187.00

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This modification number five to Policy Number EWC007085 Issued to Travis County, Texas by Midwest Employers Casualty is made by the following parties: Frost Insurance Agency (“Contractor”) and Travis County, Texas (“County”).

**RECITALS:**

In 2008, County and Contractor entered into a contract for Excess Workers Compensation Insurance Coverage to be provided by Midwest Employers Casualty that began November 1, 2008 and ended October 31, 2010. Paragraph 7.0 of the Contract authorized County to extend the Contract for one additional two year period. County exercised its option for the period from November 1, 2010 to October 31, 2012.

In 2012, County issued RFP P120213-CW. Contractor submitted the best negotiated response. Modification 4 created the first novation this contract and the extension of Policy Number EWC007085 by Midwest Employers Casualty. This modification 5 amends the contract as stated in modification 4. During this additional term and the options all other terms and conditions remain unchanged.

**AMENDMENT**

Contractor and County agree to amend the Contract as follows:

**1.0 EXERCISE OF OPTION:** Pursuant to 7.1 of the Contract as amended in Modification 4, Travis County exercises its option to extend this agreement for the first option to extend the Novation from November 1, 2013 through October 31, 2014.

**Note to Vendor:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Frost Insurance Agency, Inc.</u>	<input type="checkbox"/> DBA
BY: <u>Cyndi White</u> SIGNATURE	<input checked="" type="checkbox"/> CORPORATION
BY: <u>Cyndi White</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Sr. Vice President</u> ITS DULY AUTHORIZED AGENT	DATE: <b>09/30/2013</b>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	<b>10/9/13</b>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

2.0 **RETENTION LEVEL FOR NOVATION:** Pursuant to 7.1 of the Contract as amended in Modification 4, Contractor has advised that the self retained retention level be increased, thus section 3.1 of the Contract as amended in Modification 4 is deleted and the following is inserted in its place:

- 3.1 Details of Workers Compensation Coverage Commencing November 1, 2012: The coverage complies with the Workers' compensation law of Texas. The specific workers compensation limit is the statutory requirement. The Business Operations of County include all its governmental functions, including the operation of a rescue program. The Aircraft Coverage Endorsement Part A and Part B shall continue to be part of the coverage.
- 3.2 Self-Retained Retention Initial Term During the initial one year term of the Novation commencing November 1, 2012, the workers' compensation retention is \$600,000 per occurrence for all classification codes.
- 3.3 Self-Retained Retention First Novation Option During the first option to extend the Novation commencing November 1, 2013, the workers' compensation retention is \$700,000 per occurrence for all classification codes.

3.0 **PREMIUM PAYABLE FOR NOVATION:** Pursuant to 7.1 of the Contract as amended in Modification 4, section 8.1 of the Contract as amended in Modification 4 is deleted and the following is inserted in its place:

- 8.1 Premium During Initial Term of Novation: During the initial one year term of the Novation:
  - 8.1.1 The annual premium rate shall be \$0.0733 per \$100 of actual payroll based on an annual audit.
  - 8.1.2 The minimum premium shall be \$161,342.00
  - 8.1.3 The amount of the Deposit Premium is \$179,269.00 based on an estimated payroll of \$244,568,547. *if cap*
  - 8.1.4 An additional flat charge of \$24,758 per Aircraft and totaling \$74,274 for three aircraft is payable in addition to and at the same time as the Deposit.
- 8.2 Premium During First Option to Extend Novation: During the First Option to Extend Novation:
  - 8.2.1 The annual premium rate shall be \$0.0792 per \$100 of actual payroll based on an annual audit which is within ten percent (10%) of the rate stated for the Initial Term of the Novation.
  - 8.2.2 The minimum premium shall be \$207,978.75.
  - 8.2.3 The amount of the Deposit Premium is \$212,972.00 based on an estimated payroll of \$268,904,371.
  - 8.2.4 An additional flat charge of \$16,303.75 per Aircraft and totaling \$65,215 for four aircraft is payable in addition to and at the same time as the Deposit.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Mike Long, 854-4850; Marvin Brice, 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Modification No. 3, to Contract No. 4400000920, Cynthia C. Brinson, M.D., for Specialized Medical Services.

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

The Contractor, Dr. Brinson, provides specialized medical services (HIV, AIDS, and other chronic medical conditions) to the inmate population within the Travis County Detention Facilities, including the Travis County Jail, the Travis County Correctional Complex, and the Travis County Central Booking Facility to serve the needs of those inmates affected.

Modification No. 3 will increase the hours Dr. Brinson is currently working from a not-to-exceed 40 hours per month to a not-to-exceed 66 hours per month. The additional hours Dr. Brinson will be performing along with the hours currently being provided by Dr. Dan Hart will ensure the facilities would be staffed with a full time physician at all times.

Modification No. 2 reduced the malpractice liability requirements from \$1,000,000 to \$200,000 per incident and reduced the \$3,000,000 aggregate to \$600,000 as substantiated by legislation (HB-4) passed June of 2003.

Modification No. 1 increased Dr. Brinsons monthly rate to \$5,000, not to exceed \$60,000 per month.

- **Contract Expenditures:** Within the last 12 months \$60,000 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$42,000 annually

Contract Type: Professional Service

Contract Period: July 1, 1999 through September 30, 1999

➤ **Contract Modification Information:**

Modification Amount: \$39,000

Modification Type: Professional Service

Modification Period: Auto Renewal

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

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

Award has been protested; interested parties have been notified.

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

Comments:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): 137-049-0001/GL 511060

Comments:\* Funding for this modification will result from a salary adjustment to the current TSCO physician's salary.



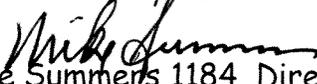
Greg Hamilton, Travis County Sheriff

## MEMORANDUM

---

**DATE:** September 23, 2013

**TO:** Travis County Purchasing, Mike Long

**FROM:**  Mike Summers 1184, Director Inmate Treatment Services

**SUBJECT:** Addendum to Contract # PS990164KW Cynthia Brinson M.D.

I request Contract # PS990164KW be amended to increase the number of hours Dr. Brinson provides specialized medical services for inmate patients at the Travis County Jail Facilities.

I request the number of hours be increased from NTE 40 hours/month to NTE 66 hours/month for an increase of \$3,250 per month at the current rate of \$125/hour. The increase of available hours would provide an additional 26 hours per month.

I request this action be completed NLT 10/15/2013

**MODIFICATION OF CONTRACT NUMBER: 4400000920 Specialized Medical Services** **PAGE 1 OF 1 PAGES**

ISSUED BY: PURCHASING OFFICE PO BOX 1748 AUSTIN, TX 78767	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: September 24, 2013
---	--	--------------------------------------

ISSUED TO: Cynthia C. Brinson, M.D. 2812 Glenview Austin, TX 78703	MODIFICATION NO.:  <b>3</b>	EXECUTED DATE OF ORIGINAL CONTRACT: <u>July 12, 1999</u>
--	-----------------------------------	--

ORIGINAL CONTRACT TERM DATES: July 12, 1999 - September 30, 2007      CURRENT CONTRACT TERM DATES: Until terminated by either party

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**  
Original Contract Amount: \$45,000.00      Current Modified Amount \$99,000.00

**DESCRIPTION OF CHANGES:** Upon execution of this modification, the contract is modified as provided below:

- Reference Section VII, Compensation, Paragraph A, Contract Amount. The not-to-exceed amount of \$60,000, as modified on November 6, 2001, is changed to a not-to exceed amount of \$99,000, an increase of \$39,000. This change will increase the number of hours Dr. Brinson provides for specialized medical services for inmate patients at the Travis County Jail Facilities.

Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**Note to Vendor/City:**  
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Cynthia Brinson M.D. PA</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>CYNTHIA BRINSON MD</u> PRINT NAME	<input checked="" type="checkbox"/> OTHER
TITLE: <u>CYNTHIA BRINSON MD owner</u> ITS DULY AUTHORIZED AGENT	DATE: <u>9/30/13</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	<u>10/7/13</u>

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

**ID# 9592**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Richard Villareal/512-854-4881, Marvin Brice, CPPB/512-854-9765, Purchasing

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract Award for Professional Architectural and Engineering Services for the Design of the 416 West 11<sup>th</sup> Street Office Building and Parking Structure, RFQ No. Q1306-014-RV, to the highest qualified respondent, Page Southerland Page (PSP).

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

Subject RFQ closed on August 14, 2013. Nine (9) responses (Qualifications Statements) were received in response to the solicitation. The Evaluation Committee, supervised by the Purchasing Office and comprised of representatives from the Facilities Management Department (FMD), reviewed and evaluated (scored) the responses. Based on the scores received, the following four (4) firms shortlisted were PSP, HKS, Gensler and Atkins North America.

Oral interviews with these firms were conducted on September 4<sup>th</sup> -5<sup>th</sup>, 2013. The oral presentations were scored on pre-established questions. On September 17, 2013, the Court authorized the Purchasing Agent to commence negotiations with the team of PSP. The negotiation team met with PSP to clarify and discuss the Scope of Work. PSP team was asked to provide a fee based on those clarifications. The initial fee proposal was \$2,289,618.00. After negotiations with PSP, the final negotiated fee is \$1,990,000.00, which is comprised of the PSP fee, and the fees of their subconsultants, resulting in a cost savings of \$299,618.00. Each sub-consultant's fee was discussed in detail, to ensure there was a clear understanding of the County's expectations, and that there was no "overlap" or "gap" in services by any of the

consultants. The firm did an excellent job in meeting the County's HUB goals. A total of six (6) HUB's are working on their team with a total of 35.3% of the total fee.

Therefore, it is the recommendation of the Purchasing Agent and FMD that a contract be awarded to the firm of PSP, in the amount of \$1,990,000.00. The contracts are being routed for signature. A draft copy is provided for the Court's review, with the originals to be provided for approval upon receipt.

➤ **Contract-Related Information:**

Award Amount: \$1,990,000.00 (Not-to-Exceed)  
Contract Type: Professional Service Agreement  
Contract Period: Through Project Completion

➤ **Solicitation-Related Information:**

Solicitations Sent:	Responses Received: 9
HUB Information: N/A	% HUB Subcontractor: 35.3%

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s):
- Comments: As a matter of interest to the Court, funding for this contract will be available contingent reimbursement resolution approval on October 15, 2013.



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

FM# 416-01-14C-3N

File: 402

TO: Cyd Grimes, CPM, CPPO, Purchasing Agent

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

A handwritten signature in blue ink that reads "Roger A. El Khoury".

DATE: October 9, 2013

SUBJECT: 416 W. 11<sup>th</sup> St. Office Building and Parking Structure  
RFQ #Q1306-014-RV  
Recommendation for Award of Contract for Professional A/E Services

Facilities Management Department (FMD) recommends Court approval of contract award to Page Southerland Page, LLP (PSP) for professional architectural/engineering services related to the 416 W. 11<sup>th</sup> St. Office Building and Parking Structure. The contract amount is \$1,950,000 for basic services and \$40,000 for reimbursable expenses as described in the Professional Services Agreement included in the above-referenced RFQ and as further clarified in the contract negotiations. Funding for this contract is budgeted and will be available upon approval of a Reimbursement Resolution which is on the Commissioners Court October 15, 2013 Voting Session agenda. FMD recommends placing this item for contract award on the Commissioners Court agenda for consideration on October 22, 2013.

If you have any questions or need additional information, please call Ken Gaede at extension 49894. Your assistance in obtaining Commissioners Court approval of this contract is appreciated.

### COPY TO:

Leslie Browder, Executive Manager, PBO

Ken Gaede, AIA, Senior Project Manager, FMD

Amy Draper, CPA, Financial Manager, FMD

Tenley Aldredge, Assistant County Attorney, County Attorney's Office

Richard Villareal, Purchasing Agent Assistant, Purchasing Office

RECEIVED  
TRAVIS COUNTY  
2013 OCT -9 PM  
PURCHASING  
OFFICE

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TRAVIS COUNTY  
AND

PAGE SOUTHERLAND PAGE, LLP

FOR

ARCHITECTURAL/ENGINEERING SERVICES

FOR

**416 WEST 11<sup>th</sup> STREET OFFICE BUILDING  
AND PARKING STRUCTURE**

**Contract No. 4400001668**

**PROFESSIONAL SERVICES AGREEMENT (PSA)**

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PAGE (to be assigned upon finalization of PSA)

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4	COMPENSATION AND PAYMENT SCHEDULE
5	PERIOD OF SERVICE
6	COORDINATION WITH COUNTY
7	WORK PRODUCT
8	REVISION TO WORK PRODUCT
9	REIMBURSABLE EXPENSES
10	SUSPENSION AND TERMINATION
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY
12	OWNERSHIP OF DOCUMENTS
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS
14	MISCELLANEOUS:
14.1	VENUE
14.2	SEVERABILITY
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT
14.4	CERTIFICATION OF CONSULTANT
14.5	NOTICE
14.6	INSURANCE REQUIREMENTS
14.7	FORFEITURE OF AGREEMENT
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14.9	PAYMENTS
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14.12	PROPERTY TAXES
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14.14	SUCCESSORS AND ASSIGNS
14.15	HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REPORTING
14.16	FUNDING OUT
14.17	NON-WAIVER OF DEFAULT
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14.19	OFFICIALS NOT TO BENEFIT
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14.22	GRATUITIES
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14.24	INCORPORATION OF EXHIBITS AND ATTACHMENTS
14.25	ENTIRE AGREEMENT
14.26	TEXAS PUBLIC INFORMATION ACT
14.27	CERTIFICATION OF ELIGIBILITY

- 14.28 AMENDMENT
- 14.29 ENTITY STATUS

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                    AND SCHEDULE OF PAYMENTS
- EXHIBIT 2      HOURLY RATES
- EXHIBIT 3      PROJECT SCHEDULE  
                    ATTACHMENT 1 TO EXHIBIT 3 – PERFORMANCE SCHEDULE
- EXHIBIT 4      EQUAL OPPORTUNITY IN EMPLOYMENT
- EXHIBIT 5      INSURANCE REQUIREMENTS  
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- EXHIBIT 6      ETHICS AFFIDAVIT  
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- APPENDIX A     SCOPE OF SERVICES  
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- APPENDIX C     CONSULTANT’S QUALIFICATIONS STATEMENT

**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 Page Southerland Page, LLP (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 so 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:

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14.6 INSURANCE REQUIREMENTS. 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) 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 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 SubConsultant relationship with any HUB SubConsultants 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 SubConsultant 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 SubConsultant 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 subConsultants.

14.15.2 Subcontractor/SubConsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting 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/subconsultants. 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/subconsultant 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/subconsultants 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/subconsultants 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/subconsultants for work completed through the end of the previous pay period ; such electronic recording and submission must be completed no later than the 15<sup>th</sup> day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants 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 Limited Liability Partnership 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:

Page Southerland Page, L.L.P.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: PSP Architects - Engineers, Inc.  
Its: General Partner

Title: \_\_\_\_\_  
Authorized Representative

By:   
Robert E. Burke  
Its: Principal

Date: 10/15/2013

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 \$1,950,000.00.

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	\$ <u>68,250.00</u>
(ii) Schematic Design Phase	\$ <u>331,500.00</u>
(iii) Design Development Phase	\$ <u>390,000.00</u>
(iv) Construction Contract Documents Phase	\$ <u>702,000.00</u>
(v) Construction Phase: Construction Contract, Administration	\$ <u>390,000.00</u>
(vi) Post-Construction Phase: Project Close-out Tasks and Documents	\$ <u>68,250.00</u>

TOTAL: \$ 1,950,000.00

**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 0 percent (0%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: \$40,000.00

**SECTION 5 –TOTAL AGREEMENT SUM**

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$1,950,000.00, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$40,000.00, will not exceed \$1,990,000.00.

**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.

**EXHIBIT 2**  
**HOURLY RATES**

**PageSouthernlandPage**

ARCHITECTURE INTERIORS CONSULTING ENGINEERING

**Project: Travis County DA Office Building- 416 W. 11th Street**

**Date: 10.10.13**

**Hourly Rates**

<b>Team Member</b>	<b>Hourly Rate</b>
<b>PSP- Prime, Architectural and Civil</b>	
Principal	\$155.00
Project Director	\$155.00
Project Manager	\$135.00
Architectural QC Manager	\$120.00
Engineering Discipline Manager	\$140.00
Senior Project Architect	\$110.00
Senior Architectural Designer	\$110.00
Architectural Designer	\$100.00
Junior Architectural Designer	\$85.00
Interior Design Manager	\$120.00
Project Interior Designer	\$100.00
Senior Interior Designer	\$85.00
Programming Manager	\$150.00
Programming Assistant	\$110.00
Civil Discipline Coordinator	\$135.00
Senior Civil Engineer	\$125.00
Civil Engineer	\$105.00
Civil Designer	\$85.00
<b>Structures + Haynes Whaley- Structural and Parking</b>	
Senior Principal	\$250.00
Principal	\$175.00
Senior Engineer	\$150.00
Staff Engineer	\$100.00
Senior CAD Drafter	\$115.00
Project Drafting Coordinator	\$100.00
CAD Drafter	\$95.00
Parking Consultant	\$205.00
<b>CNG Engineering- MEP Engineering</b>	
Principal	\$160.00
Senior PM	\$120.00
Lead Mechanical Engineer	\$105.00
Lead Electrical Engineer	\$105.00
Design Engineer	\$100.00
Engineer In Training	\$85.00
Designer	\$75.00
<b>DataCom- Security, AV/Acoustical, IT/Telecom</b>	
Sr. Technology Consultant	\$130.00
BIM Support	\$62.00
CA	\$85.00

**PageSoutherlandPage**

ARCHITECTURE INTERIORS CONSULTING ENGINEERING

**Project: Travis County DA Office Building- 416 W. 11th Street**

**Date: 10.10.13**

**Hourly Rates**

<b>Team Member</b>	<b>Hourly Rate</b>
<b>Sunland- Cost Estimating</b>	
Chief Estimator	\$149.00
Assistant Estimator	\$48.00
Architectural Estimator	\$107.00
Civil Estimator	\$144.00
Mechanical Estimator	\$95.00
<b>Persohn Hahn- Vertical Transportation</b>	
Project Manager	\$150.00
<b>WJE- Waterproofing/Envelope</b>	
Principal	\$250.00
Senior Associate	\$180.00
<b>CKLA- Landscape and Irrigation</b>	
Landscape Architect	\$120.00

**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.

**ATTACHMENT 1 TO EXHIBIT 3**

**PERFORMANCE SCHEDULE**

PROJECT SCHEDULE 416 W. 11TH ST		TRAVIS COUNTY FACILITIES MANAGEMENT DEPT	
ID	Task Name	Start	Finish
1	Court approves Project w/ HLU as PM	Tue 9/10/13	Tue 9/10/13
2	Pre-Design Phase	Wed 9/10/13	Tue 10/29/13
3	Prepare A/E Procurement Docs	Wed 9/10/13	Wed 7/8/13
4	Court approves RFQ	Tue 7/7/13	Tue 7/7/13
5	Purchasing Issues A/E RFQ	Wed 7/7/13	Wed 7/7/13
6	A/E RFP Responses Prepared	Thu 7/18/13	Wed 8/14/13
7	A/E RFP Responses Reviewed	Thu 8/15/13	Wed 8/28/13
8	A/E Shortlist Finalized	Thu 8/28/13	Thu 8/28/13
9	A/E Interviews	Fri 9/6/13	Thu 9/6/13
10	A/E Selection Posted for Approval	Fri 9/6/13	Mon 9/23/13
11	Court Approves Selected A/E	Tue 9/24/13	Tue 9/24/13
12	A/E Contract Negotiations	Wed 9/25/13	Tue 10/15/13
13	A/E Contract Posted for Approval	Wed 10/9/13	Mon 10/21/13
14	Court Awards A/E Contract	Thu 10/23/13	Tue 10/23/13
15	A/E Provides Insurance	Wed 10/23/13	Mon 10/28/13
16	Issue NTP to A/E	Tue 10/29/13	Tue 10/29/13
17	CMAR Procurement	Thu 7/8/13	Tue 12/31/13
18	Prepare CMAR Procurement Docs	Thu 7/8/13	Wed 9/4/13
19	Court Approves CMAR Procurement Docs	Thu 9/6/13	Tue 10/14/13
20	Issue CMAR RFP	Wed 10/23/13	Wed 10/23/13
21	CMAR RFP Responses Prepared	Thu 10/24/13	Wed 10/29/13
22	CMAR RFP Responses Reviewed	Thu 10/24/13	Tue 11/5/13
23	CMAR Shortlist Finalized	Wed 11/6/13	Wed 11/5/13
24	CMAR RFP Issued to Shortlist	Thu 11/7/13	Thu 11/7/13
25	CMAR Proposes Fee & GC Costs	Fri 11/8/13	Mon 11/11/13
26	CMAR Interviews	Tue 11/12/13	Wed 11/13/13
27	CMAR Selected for Contract Negotiations	Thu 11/14/13	Thu 11/14/13
28	Post CMAR Selection for Court Approval	Fri 11/15/13	Mon 11/25/13
29	Court Approves CMAR Selection	Tue 11/26/13	Tue 11/26/13
30	CMAR Contract Negotiations	Wed 11/27/13	Wed 12/13/13

Summary  
 Project Summary  
 External Tasks  
 External Milestones  
 Milestone  
 Task  
 Split  
 D-Outline

Project: Project Schedule - 416 W 11th  
 Date: Mon 10/14/13  
 Project Schedule - 416 W 11th - 511 - 130003.mpp  
 Page 1  
 Mon 10/14/13

PROJECT SCHEDULE		TRAVIS COUNTY FACILITIES MANAGEMENT DEPT										
ID	Task Name	Duration	Start	Finish	Predecessors	2013	2014	2015	2016	2017	2018	2019
31	CMAR Contract Posted for Approval	18 days	Thu 12/5/13	Mon 1/20/14								
32	Court Awards CMAR Contract	1 day	Tue 12/3/13	Tue 12/3/13								
33	Design Phase	268 days	Wed 10/30/13	Fri 8/15/14								
34	Project Kick-Off Conference	1 day	Wed 10/30/13	Wed 10/30/13								
35	Programming, Planning, Code Analysis	10 days	Thu 10/31/13	Wed 11/13/13								
36	Develop Owner's Project Requirements	10 days	Thu 10/31/13	Wed 11/13/13								
37	Schematic Design	35 days	Thu 11/14/13	Wed 11/14/13								
38	Schematic Design Presentation	1 day	Thu 12/1/13	Thu 12/1/13								
39	SD Estimate & Reconciliation	10 days	Thu 12/1/13	Wed 11/27/13								
40	Court Approves Schematic Design	10 days	Thu 11/14/13	Wed 12/25/13								
41	Design Development	55 days	Thu 12/5/13	Wed 4/10/14								
42	DD Estimate & Reconciliation	10 days	Thu 4/17/14	Wed 4/23/14								
43	Construction Documents	97 days	Thu 5/1/14	Fri 7/18/14								
44	100% CD's	10 days	Mon 7/21/14	Fri 8/1/14								
45	Court Approves GMP	10 days	Mon 8/11/14	Fri 8/15/14								
46	Regulatory Reviews and Approvals	100 days	Thu 5/1/14	Wed 9/17/14								
47	Construction Phase	461 days	Mon 8/18/14	Mon 2/28/15								
48	Site Work	40 days	Mon 8/18/14	Fri 10/10/14								
49	Building Construction	380 days	Mon 10/13/14	Fri 2/27/15								
50	Substantial Completion	1 day	Mon 2/28/15	Mon 2/28/15								
51	Final Completion	45 days	Tue 3/1/15	Mon 5/27/15								

Project: Project Schedule - 415 W 11th  
 Date: Mon 10/14/13  
 Project Schedules - 415 W 11th - 8x11 - 130925.mpp

Summary Project Summary  
 External Tasks External Milestone  
 Progress Milestone  
 Task Split  
 Deadline

Page 2  
 Mon 10/14/13

**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 or 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. SUCH NOTICE MAY BE PROVIDED BY THE INSURANCE AGENT/BROKER AS DESCRIBED IN ATTACHMENT 1 TO THIS EXHIBIT 5, WHICH IS MADE A PART OF THIS AGREEMENT FOR ALL PURPOSES.

EXHIBIT 5, ATTACHMENT 1

EXHIBIT 6

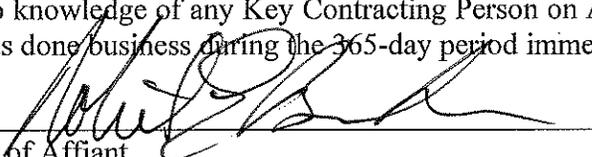
STATE OF TEXAS }  
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: OCTOBER 15, 2013  
Name of Affiant: ROBERT E. BURKE  
Title of Affiant: PRINCIPAL  
Business Name of Consultant: PAGE SOUTHERLAND PAGE, LLP  
County of Consultant: TRAVIS

Affiant on oath swears that the following statements are true:

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

  
\_\_\_\_\_  
Signature of Affiant

400 WEST CESAR CHAVEZ, AUSTIN, TX  
\_\_\_\_\_  
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**  
**October 11, 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 .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget ...	Leslie Browder	
County Executive, Emergency Services.	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice 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, CTP, CTPM, CTCM	
Purchasing Agent Assistant III .....	Sydney Ceder*	
Purchasing Agent Assistant III .....	Ruena Victorino*	
Purchasing Agent Assistant III .....	Rachel Fishback*	
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>
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**

**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 <i>subcontracting goals</i> shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.			
<input type="checkbox"/> <b>COMMODITIES</b>	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"/> <b>CONSTRUCTION</b>	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"/> <b>SERVICES</b>	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"/> <b>PROFESSIONAL SERVICES</b>	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

<b>SECTION 1 BIDDER AND SOLICITATION INFORMATION</b>			
Bidder Company Name: Page SoutherlandPage, LLP		State of Texas VID#: 76-0664022	
Address: 400 W. Cesar Chavez Ste 500	City: Austin	State: Texas	Zip Code: 78701
Contact: Robert E. Burke	Phone No.: 512-472-6721	Fax No.: 512-477-3211	E-mail: rburke@ppaso.com
Project Name: 416 West 11th Street Office Building and Parking Structure	Total Bid Amount: \$29 M	Solicitation #: RFQ #Q110120-RV	
Is your company a certified HUB? <input type="checkbox"/> Yes <input checked="" 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)
<i>Definitions:</i> 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.*

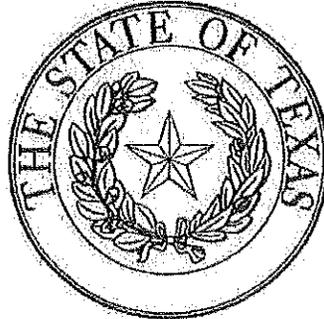
<b>SECTION 2 SUBCONTRACTING INTENTIONS</b>			
Percentage to be subcontracted to Certified HUBs: 35.3%			
Total MBE Dollars: \$512,850	Total MBE Percentage: 26.3%	Total WBE Dollars: \$175,500	Total WBE Percentage: 9.0%
Check the box that applies to the Bidder:			
<input type="checkbox"/> We are able to 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 checked="" 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)			

<b>SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS</b> (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: <b>DataCom Design Group, LLC</b>		State of Texas VID#: <b>1352371150800</b>	
Address: <b>7600 Burnet Rd. Suite 350</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78757</b>
Contact: <b>John Rob Hicks</b>	Phone No.: <b>512-478-6001</b>	Fax No.: <b>512-478-2771</b>	E-mail: <b>jhicks@datacomdesign.com</b>
Subcontract Amount: <b>\$109,308</b>	Percentage: <b>6%</b>	Description of Work: <b>Security/IT/Acoustics/Telecom</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" 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: <b>Accessibility Check</b>		State of Texas VID#: <b>1760672735600</b>	
Address: <b>10710 S. Sam Houston Pkwy W. #240</b>	City: <b>Houston</b>	State: <b>Texas</b>	Zip Code: <b>77031</b>
Contact: <b>Teresa Darr, AIA, LEED AP</b>	Phone No.: <b>713-995-1994</b>	Fax No.:	E-mail: <b>teresa@accessibilitycheck.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>0.15%</b>	Description of Work: <b>Accessibility Consulting</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" 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: <b>Dynamic Reprographics, Inc.</b>		State of Texas VID#: <b>1742250403900</b>	
Address: <b>817 W. 12th</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78701</b>
Contact: <b>Cherie Guy</b>	Phone No.: <b>512-474-9133</b>	Fax No.: <b>512-474-8842</b>	E-mail: <b>support@dynamicreprographics.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>1.5%</b>	Description of Work: <b>Reproduction</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" 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: <b>Carolyn Kelley, ASLA, Landscape Architect</b>		State of Texas VID#: <b>1753042743800</b>	
Address: <b>2905 Oak Crest Ave.</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78704</b>
Contact: <b>Carolyn Kelley</b>	Phone No.: <b>512-445-0431</b>	Fax No.: <b>512-857-1342</b>	E-mail: <b>Carolyn@ckla.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>1%</b>	Description of Work: <b>Landscape Architecture</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input checked="" type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

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.			
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.			
Sub Company Name: Structures + Haynes Whaley		State of Texas VID#: 1113664384500	
Address: 1018 W 11th St, Ste 100 B	City: Austin	State: Texas	Zip Code: 78703
Contact: Jerry Garcia, PE	Phone No.: 512-328-1287	Fax No.: 512-495-9774	E-mail: j.garcia@structures-hayneswhaley.com
Subcontract Amount: \$199,110	Percentage: 10.2%	Description of Work: Structural Engineering	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: Male / Hispanic		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: CNG Engineering, PLLC		State of Texas VID#: 1201181359400	
Address: 1917 N. New Braunfels Ave #201	City: San Antonio	State: Texas	Zip Code: 78208
Contact: Travis E. Wiltshire, P.E.	Phone No.: 210-224-8841	Fax No.: 210-224-8824	E-mail: travis.wiltshire@cngengineering.com
Subcontract Amount: \$330,000	Percentage: 16.9%	Description of Work: Plumbing, Electrical & Mechanical Engineering	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: Male / African American		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input checked="" type="checkbox"/> City of Austin (MWBE)	<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 (MWBE)	<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 (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

# State of Texas

## Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

### **STRUCTURES + HAYNES WHALEY, LLC**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 17-MAY-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Certificate/VID Number: 1113664384500  
File/Vendor Number: 27240  
Approval Date: 17-MAY-2010  
Expiration Date: 17-MAY-2014

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

**State of Texas**  
**Historically Underutilized Business**  
**Certification and Compliance Program**



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

**CNG ENGINEERING, PLLC**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 05-JUN-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1201181359400  
File/Vendor Number: 38538  
Approval Date: 02-JUN-2010  
Expiration Date: 02-JUN-2014

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

*City of Austin  
Small and Minority Business Resources Department  
certifies that*

# **CNG ENGINEERING P L L C**

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

## **Minority-Owned Business Enterprise**

with the City of Austin.



Handwritten signature of Veronica Briseño Lara.

Veronica Briseño Lara, Director  
Small and Minority Business Resources Department

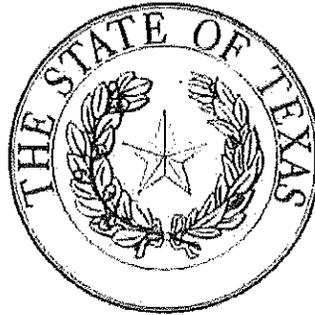
**EXPIRATION DATE:**  
**06/08/2013**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.  
Verification of certification status can be obtained by calling 512.974.7645.

**CITY'S VENDOR CODE: CNG8321131**

# State of Texas

## Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

### **DATACOM DESIGN GROUP, LLC**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 07-OCT-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in black ink that reads "Paul A. Gibson".

Certificate/VID Number: 1352371150800  
File/Vendor Number: 66007  
Approval Date: 06-OCT-2011  
Expiration Date: 06-OCT-2015

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

S U S A N C O M B S	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS P.O. Box 13186 • AUSTIN, TX 78711-3186	
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The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1760872735800
File/Vendor Number:	32317
Approval Date:	10-OCT-2012
Scheduled Expiration Date:	31-OCT-2015

In accordance with the Memorandum of Agreement between the  
 City of Houston (COH)  
 and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

**ACCESSIBILITY CHECK**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 19-APR-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
 Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: 1742250403900  
File/Vendor Number: 027394  
Approval Date: 19-JUN-2013  
Scheduled Expiration Date: 19-JUN-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**DYNAMIC REPROGRAPHICS, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-JUN-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.htm>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12

Good Faith Effort Checklist

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: <b>Wiss, Janney, Elstner Associates, Inc.</b>		State of Texas VID#: <b>1362757956100</b>	
Address: <b>9511 N. Lake Creek Parkway</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78717</b>
Contact: <b>Amanda Greenfield</b>	Phone No.: <b>512-257-4800</b>	Fax No. <b>512-219-9883</b>	E-mail: <b>agreenfield@wjec.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>2%</b>	Description of Work: <b>Exterior Envelope/Waterproofing</b>	
Sub Company Name: <b>Persohn/Hahn Associates, Inc.</b>		State of Texas VID#: <b>Fed ID: 74-2220683</b>	
Address: <b>11621 Spring Cypress Rd</b>	City: <b>Tomball</b>	State: <b>Texas</b>	Zip Code: <b>77377</b>
Contact: <b>Mark Mendenhall</b>	Phone No.: <b>713-467-4440</b>	Fax No. <b>713-973-2501</b>	E-mail: <b>mem@phahou.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>1%</b>	Description of Work: <b>Vertical Transportation</b>	
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.

All subs to be utilized are "Non-HUBs."  
 HUBs solicited were not competitive.

HUBs solicited did not respond.  
 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.

Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.

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.)

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.

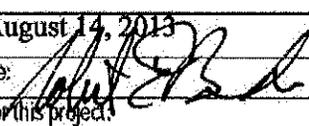
Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.

Bidder has (0) zero HUB participation. Provide an explanation



Response to Request for Qualifications  
416 West 11th Street Office Building and Parking Structure | RFQ #Q1306-014-RV

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"> <li>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.</li> <li>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.</li> <li>Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.</li> </ul>	
Name and Title: <b>Robert E. Burke, Principle</b>	Date: <b>August 14, 2013</b>
E-mail Address: <b>bburke@pspaec.com</b>	Signature: 
Provide contact information for the individual in your office who will handle invoicing for this project.	
Name and Title: <b>Daniel Brooks, Vice President</b>	E-mail Address: <b>dbrooks@pspaec.com</b>
Phone No.: <b>512-472-6721</b>	Fax No.: <b>512-477-3211</b>
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	

**APPENDIX A**

**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. 11<sup>th</sup> Street, at the northwest corner of San Antonio and 11<sup>th</sup> 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 11<sup>th</sup> and San Antonio Streets. The Project scope also includes a secure staff access tunnel to connect this building with the Criminal Justice Center across 11<sup>th</sup> 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 3<sup>rd</sup> 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 Inventory existing FF&E to be reused in the Project and provide list of existing FF&E to be reused to Consultant
- 1.2.7 Coordinate the procurement, delivery, installation, and punch of furniture, fixtures and equipment per the design for these items by Consultant.
- 1.2.8 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 manage and 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 preparation of bid package(s) 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, Plumbing, and Fire Protection Engineering
- 2.3.4 Acoustical, A/V, and Data/Communications Systems Consultants
- 2.3.5 Security Consultant
- 2.3.6 Vertical Transportation Consultant
- 2.3.7 Building Envelope Consultant
- 2.3.8 Landscape Architecture, Irrigation and Arborist Consultant
- 2.3.9 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. Minimum targeted level is LEED Silver, but if the Project construction budget allows for achievement of LEED Gold or higher, with no increase to Project scope or construction budget, then there will be no adjustment of the fee for Basic Services for achieving higher than LEED Silver.
- 2.4.3 Provide project information for CMAR use to prepare estimates of probable cost and constructability analysis. Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. Participate with the CMAR in a cost reconciliation process at each of these estimates including any adjustments needed to keep the project within the approved budget. 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 Total Cost of Ownership (TCO) studies of major systems.
- 2.4.6 Commissioning assistance including provide project information to the Independent Commissioning Agent retained by the County, and review and respond to analysis prepared by the Independent Commissioning Agent.
- 2.4.7 Coordinate regulatory plan review and construction permitting.
- 2.4.8 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.
- 2.4.9 Programming and design of security systems in coordination with the County security goals for the Project.

- 2.4.10 Programming and design of utilities and building systems to allow for potential food service tenant in the ground floor retail space.
- 2.4.11 Programming and design of appropriate preservation or adaptive reuse of existing historic site element iron hitching rings set into stone blocks of retaining wall.
- 2.4.12 Review of existing traffic impact, including traffic impact analysis study if required.
- 2.4.13 Parking garage consulting and planning.
- 2.4.14 Building envelope consulting for detail, shop drawing, and installation review (detailed envelope commissioning to be done by CMAR)
- 2.4.15 Furniture, Fixtures and Equipment (FF&E) design and preparation of associated bid packages. Work with FMD and with County departments associated with the occupancy of the spaces within the project in the integration of existing FF&E to be reused with new FF&E.

### 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. The Consultant will provide Building Information Modeling for the Construction Documents.
- 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. The Consultant will also provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases and will participate with the CMAR in a cost reconciliation process at each of these estimates including any adjustments needed to keep the project 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 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 11<sup>th</sup> 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 Performance Schedule shown in Attachment 1 to Exhibit 3 and 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 Performance Schedule.

END OF SCOPE OF SERVICES

## SCOPE OF SERVICES - ATTACHMENT 1 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) – approximately 84,500 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 Primary circulation, vertical circulation and services spaces

#### 1.2 Parking structure – underground, 140 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

**APPENDIX B**

**ORGANIZATIONAL CHART WITH KEY PERSONNEL IDENTIFIED**



SPECIALTY CONSULTANTS				
<p><b>Mathew Carlton</b> Waterproofing/Exterior Envelope Consultant Wiss, Janney, Elstner Associates, Inc.</p>	<p><b>Richard Brink, CTS-D</b> A/V   Acoustical Design DataCom Design Group</p>	<p><b>Sean Doyle, PSP, RCDD</b> IT   Telecom Design DataCom Design Group</p>	<p><b>Mark Mendenhall</b> Vertical Transportation Persohn Hahn</p>	<p><b>Teresa L. Darr, AIA</b> Accessibility Consulting Accessibility Check</p>
<p><b>Michael Grosenheider, CPP, PSP</b> Security Consultant DataCom Design Group</p>	<p><b>Troy Jamall, IPI, TPA</b> Parking Consultant Structures + Haynes Whaley</p>	<p><b>Carolyn Kelley, ASLA</b> Landscape Architecture CKLA</p>	<p><b>Cora Brown</b> Reproductions Consultant Dynamic Reproductions</p>	

**APPENDIX C**

**CONSULTANT'S QUALIFICATIONS STATEMENT**



**ROBERT E. BURKE, PE, LEED AP**  
Principal

August 14, 2013

**Cyd V. Grimes, CPM, CPPO**  
Travis County Purchasing Agent  
700 Lavaca, Suite 800  
Austin, Texas 78701

Regarding: *Response to Request for Qualifications for Providing Professional Architectural / Engineering Services for the 416 West 11th Street Office Building and Parking Structure RFQ #Q1306-014-RV*

Dear **Cyd**:

PageSoutherlandPage, together with our nationally recognized consultant team members, is pleased to submit the following Response to Travis County as an expression of our strong interest in being considered as Architect and Engineers for the proposed 416 West 11th Street Office Building and Parking Structure project in downtown Austin. Our team has been conscientiously assembled and structured to provide the County with the highest levels of design talent, planning expertise and technical competence – together with strong, effective and proven project leadership and management control.

As Travis County's oldest, largest and most dependable design organization, we offer this project the following strengths:

- **National Recognized Design Leadership**

Our design team will be led by PageSoutherlandPage's Design Principal Lawrence W. Speck, FAIA, as he has worked on many of the Austin's most recent landmark projects and open spaces such as; the Barbara Jordan Passenger Terminal, the Austin Convention Center, the Town Lake Comprehensive Plan, CSC's downtown office headquarters, the Robert E. Johnson Legislative Office Building adjacent to and interconnected with the State Capitol building, Austin City Lofts, AMLI Tower on Second Street, and a design collaboration with MSME for the new U.S. Federal Courthouse. In addition to his extensive Public Sector work with the City of Austin and State of Texas, Mr. Speck is a nationally recognized design architect that has served as a National Peer Reviewer for the U.S. General Service Administration Design Excellence Program and Architectural Advisory Board for the U.S. State Department Overseas Building Operations (Embassy Program).

- **Public Sector Experience**

Few firms in the nation have the equivalent depth of experience working with Public Sector clients such as Travis County. We excel at integrating inherently complex requirements of governmental agencies (with multiple stakeholder groups) with large, significant projects. Recently, we have been responsible for the design of three Federal Courthouses including architectural design consulting, Civil and MEP engineering for

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AUSTIN DALLAS DENVER HOUSTON WASHINGTON D.C. Abu Dhabi Doha Kuwait London	PAGE SOUTHERLAND PAGE, LLP 400 W. Cesar Chavez Street Fifth Floor Austin, Texas 78701 tel: 512 472 6721 fax: 512 477 3211 mkreisle@pspaec.com www.pspaec.com
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the Austin project, the Harris County Jury Plaza, 28 U.S. Embassies including the recent award for the \$1B Embassy Compound in Pakistan, two General Services Administration (GSA) Office Buildings for the FBI, and one Homeland Security ICE facility. In Austin, we have been responsible for the Barbara Jordan Passenger Terminal (and new East Infill expansion now underway), the Austin Convention Center Phases I and II, the CSC-City of Austin Public-Private Office Headquarters Complex including planning for the six block Second Street District, and Robert E. Johnson Legislative Office Building adjacent to and interconnected with the Texas State Capitol Building.

- **Downtown Austin Experience | Team**

From our Austin based office there is no firm with greater experience within the City of Austin, and specifically in its Central Business District, than PageSoutherlandPage. Located within a 10 minute walk from the project site our team brings an unparalleled knowledge of the unique priorities of the community as well as permitting and approval process. Within the last 20 years, we have been responsible for the A/E design of projects on 13 downtown city blocks. With our experience in Austin, and downtown, extending back over a century – including being the Architect of the Heman Marion Sweatt Travis County Courthouse that is the anchor of the Travis County Justice Campus. Currently our office is working on 3 building projects in downtown – two in the new UT Dell Medical School District and one immediately west of the State Capitol. Furthermore we are developing with Texas Facilities Commission the Capitol Complex Master Plan, and continue to develop with the University of Texas both the new Campus Master Plan and the School of Medicine Master Plan.

- **Downtown Austin Multi-Story Buildings with Parking Structures and Tunnel Connections**

PageSoutherlandPage was the A/E for both the CSC (now Silicon Labs) Corporate Headquarters and the Robert E. Johnson Sr. Legislative Office Building. The CSC headquarters occupies two blocks in downtown – each six story, 90' tall office and parking structure has 175,000 sf and 750 car parking garage, and is connected across (and to) the City Hall block with a subterranean tunnel for secure personnel access between the buildings. The REJ State Office Building project is a 320,000 sf building, also six stories tall, that not only has below grade space, but a tunnel connection across 15th street to connect to the North Capitol Office Complex.

- **Workplace Design Experience**

Consistently included among the nation's Interior Design "Giants" by Interior Design magazine, PageSoutherlandPage's Interior Architecture Studio has been recognized locally, regionally, nationally and internationally for both the quality of our design and innovation of our solutions. Our Studio combines award-winning design talent with in-depth knowledge of the planning issues, officing strategies, and workplace innovations that are shaping today's corporate and public environment. In addition to some of the downtown Austin projects we've already noted, we have recently worked with the U.S. General Services Administration on two major office projects for the FBI – as well as workplace innovation studies and projects for corporate clients such as Microsoft, Computer Sciences Corporation, Dell and a Confidential Austin High Tech Client.

- **Justice Facility Experience**

PageSoutherlandPage has extensive successful experience integrating the unique requirements of justice related facilities, which often require rigorous separation of paths, integration of high levels of physical and electronic security systems, and possibly blast protection/progressive collapse and other secure design parameters. Within the last 10 years we have been the Architect, and often the Architect / Engineer, on three Federal Courthouses, two FBI field offices, the Harris County Jury Plaza Building, a Department of Homeland Security Operations Center, and 28 US Embassy projects.

**PageSoutherlandPage**

ARCHITECTURE INTERIORS CONSULTING ENGINEERING

• **Sustainable Design Experience**

PageSoutherlandPage is currently ranked #28 among the Top 100 Green Design Firms (ENR, 2012). As a total design organization, PageSoutherlandPage offers a comprehensive and holistic approach to sustainable design that begins on "day one" – versus layering on engineering systems as a design evolves. The firm has been at the forefront of the Green Building movement since its outset – having worked with the City of Austin on projects such as the Barbara Jordan Passenger Terminal and Austin Convention Center in developing the City's Green Building Guidelines which was one of the model codes used in developing the current USGBC LEED Rating system. Our experience in the unique central Texas Climate is unparalleled, and we have successfully delivered over 40 LEED Certified Buildings (up to Platinum Level), and numerous Austin Green Building Projects.

• **A Proven "Total Design" Management Umbrella**

As a full-service Architectural and Engineering design firm, PageSoutherlandPage provides our clients with a single point of contractual responsibility for all design disciplines through one of the nation's most stable and dependable design organizations – while allowing our managers a single point of authority in committing the full resources of all design disciplines to ensure that our commitments to our clients are met. Within the firm's "total design" management umbrella, we are capable of building teams that more effectively integrate the services of nationally recognized planning specialists with high levels of participation through local and HUB firms in meeting the goals of public sector clients.

• **Project Delivery Capabilities**

PageSoutherlandPage brings extensive experience working collaboratively with Construction Managers in the delivery of projects under all Project Delivery Methodologies. We have worked with the top local, regional and national General Contractors and Construction Managers on a wide range of major project types. Our experience working with Construction Managers ranges from such projects as the new \$700M+ Samsung Austin Semiconductor Fab A2 and Hewlett Packard \$100M "next generation" data center; to the 700,000 SF renovations to USAA's Corporate Headquarters in San Antonio, to the 800,000 SF Barbara Jordan Passenger Terminal and 6-city block Austin Convention Center.

We appreciate your consideration of our response and would welcome the opportunity to personally interview with your selection team in order to introduce you to our key leaders and present our approach to your project.

Sincerely,



Robert Burke, PE, LEED AP  
Principal-in-Charge

**SECTION I: TO BE COMPLETED BY RESPONDENT**

<b>PROJECT NAME</b>	416 West 11th Street Office Building and Parking Structure
<b>NAME OF RESPONDENT</b>	Page Southerland Page, LLP

<b>ADDRESS OF RESPONDENT'S HEADQUARTERS</b>	
400 West Cesar Chavez Street	
Suite 500	
Austin, Texas 78701	

<b>DATE OF ORGANIZATION</b>	January / 1898
(Month/Year)	

<b>NOTE: Provide Names and Dates of Predecessor Organization(s):</b>	
<b>NAMES</b>	<b>DATES</b>
Page Brothers	1898
Page & Southerland	1935
PageSoutherlandPage	1941

<b>TYPE OF ORGANIZATION</b>	Limited Liability Partnership
(Individual, Partnership, Association, or Corporation)	

<b>BUSINESS TELEPHONE NUMBER(S)</b>			
<b>OFFICE</b>	512.472.6721	<b>FAX</b>	512.477.3211

<b>LIST OF PRINCIPALS (NAMES)</b>	<b>TITLES</b>	<b>DEGREES</b>
Matthew F. Kreisle, III, AIA	Principal	B. Architecture   The University of Texas at Austin, 1972
Robert E. Burke, PE, LEED AP	Principal	B.S. Architectural Engineering The University of Texas at Austin, 1984
Lawrence W. Speck, FAIA	Principal	M. Architecture   Massachusetts Institute of Technology, 1972; B. Architecture   Massachusetts Institute of Technology, 1971; B.S. Management   Massachusetts Institute of Technology, 1971
Michael J. Mace, AIA	Principal	B.S. Architectural Studies   Washington State University, 1981; B. Architecture   Washington State University, 1981
John N. Cryer, III, AIA	Principal	B. Architecture   Louisiana State University, 1972
Arturo Chavez, AIA, LEED AP	Principal	B. Architecture   The University of Houston, 1990



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Mattia J. Flabiano, III, AIA	Principal	B. Environmental Design   Texas A&M University, 1980
James M. Wright, AIA	Principal	M. Architecture   Harvard Graduate School of Design, 1975; B. Architecture   The Ohio State University, 1973
Thomas McCarthy, AIA, LEED AP	Principal	M. Architecture   The University of Houston, 1996; B. Architecture   The University of Texas at Austin, 1988

**1) RESPONDENT'S STAFF**

**A. LIST CURRENT NUMBER OF RESPONDENT'S FULL-TIME EMPLOYEES IN EACH CATEGORY, INCLUDING ALL STAFF WHEN A JOINT VENTURE:  
 (All licenses/registration of key staff listed in this Attachment 1 must be in the State of Texas)**

POSITIONS	LOCAL OFFICE	NATIONAL OFFICE(S)
Architects, RA	32	117
Mechanical Engineers, PE	10	20
Structural Engineers, PE	0	1
Electrical Engineers, PE	5	10
OTHER PROFESSIONALS	50	222
OTHER SUPPORT PERSONNEL	13	60
<b>TOTALS</b>	<b>110</b>	<b>430</b>

**B. LIST NAMES OF RESPONDENT'S CERTIFIED PROFESSIONALS AND OTHER LICENSED PERSONNEL EMPLOYED FULL TIME IN A PROFESSIONAL POSITION. INDICATE NUMBER OF YEARS OF EXPERIENCE MANAGING PROJECTS OF SIMILAR SIZE AND TYPE TO THE PROJECT UNDER CONSIDERATION. ATTACH PROJECT MANAGER'S RESUME(S) DESCRIBING SPECIFIC PROJECT-RELATED EXPERIENCE.**

As indicated above, PageSoutherlandPage, LLP currently employs 430 staff members. We have included information below for the key team members we have proposed for the 416 West 11th Street Office Building and Parking Structure Project. Further information and Relevant Experience for each proposed team member, including the proposed Project Manager, Alan Lampert, RA can be found under the RESUMES section of this response.

*(Please list the Project Manager for this specific project first on your list).*

NAME	COLLEGE DEGREE	PROFESSIONAL REGISTRATION/ LICENSE	PROJECT MANAGEMENT EXP.	TOTAL YEARS EXP.
PROJECT MANAGER: Alan Lampert, RA  <b>(Resume included under RESUMES tab)</b>	BS Architecture, Arizona State University School of Architecture	Texas Architect 17349 NCARB Certified	18	24

## Professional Services Questionnaire

Daniel H. Brooks, AIA, LEED AP	B. Architecture, University of Texas at Austin, 1988   University of Copenhagen, DIS Studies, 1986	Texas Architect 14422	12	25
Robert E. Burke, PE, LEED AP	B.S. Architectural Engineering The University of Texas at Austin, 1984	Texas Engineer 67424	16	29
Jonathan R. Sylvie, PhD, PE, PMP	Ph.D. Civil Engineering, University of Texas at Austin M.B.A. University of Texas at San Antonio B.S. Information and Decision Systems, Carnegie Mellon University B.S. Industrial Management, Carnegie Mellon University	Professional Engineer (Texas, Architectural Engineering) Project Management Professional	10	18
Lawrence W. Speck, FAIA	M. Architecture   Massachusetts Institute of Technology, 1972; B. Architecture   Massachusetts Institute of Technology, 1971; B.S. Management   Massachusetts Institute of Technology, 1971	Texas Architect 6138	27	40
Talmadge Smith, RA, LEED AP	M. Architecture, Yale University, 2004; B. Art / Marketing, Abilene Christian University, 1998	Texas Architect 22245	6	12
Katherine Blair, RA, LEED AP	B. Architecture, Kansas State University 2003	Texas Architect 21586	0	8
Kris Walsh, AIA, RID, LEED AP	Bachelor of Science in Interior Design, University of Texas at Austin, 1982	Texas Interior Designer 6350	22	31
Janet Zeitler, AIA, RID, LEED AP	M. Architecture, Rice University, 1993; B. Architecture   B.S. Architectural Engineering, University of Texas at Austin, 1985	Texas Architect 15238   Texas Interior Designer 9652	12	20
James Alvis, PE	B.S. Civil Engineering, Texas A&M University, 1964	Texas Engineer 28767	35	46
Andrew Baxter, PE	B.S. Aeronautical Engineering and Science, University of California at Davis, 1989	Texas Engineer 89696	10	25



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## 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	Const. Cost	Client Contact Name and Phone No.
Harris County Courts Complex – Jury Plaza and Tunnel Connection   Houston, Texas	Prime Architect/Engineer	Ken Black	\$13M	Art Storey, Executive Director   713-755-4400
US Courthouse   Austin, Texas	Regional Design Architect, MEP and Civil Engineering	Robert Burke, PE, LEED AP	\$116M	Dale Sherman, GSA Project Manager   817-978-7131
US Courthouse   Alpine, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$13M	Brent Redus, Artesia Development   713-202-3739
US Courthouse   Plano, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$12.3M	Eric Janovsky, GSA Project Manager   817-978-7124
Four Points Centre Office Buildings and Parking Garage   Austin, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP – Project Director	\$33M	Bill Lindstrom, Thomas Properties Group   512-536-8422
Department of Homeland Security and Immigration & Custom Enforcement Facility   Albuquerque, New Mexico	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$15M	Brent Redus, Artesia Development   713-202-3739
2400 Nueces Tower and Parking Garage   Austin, Texas	Prime Architect/Engineer	Brian Roeder, AIA	\$56M	Wally Wilcox, Education Realty Trust   901-259-2578
AMLl on Second Tower and Parking Garage   Austin, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$47M	Taylor Bowen, AMLI   972-265-6721
Schwab Research Park 3rd Floor TI   Austin, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	Confidential	Gary Theiss, Schwab   512-682-7765

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Confidential High Tech Client   Austin, Texas	Prime Architect/Engineer	Janet Zeitler, AIA, LEED AP Interior Project Manager	\$35M	Martin Todd Dorris   480-715-3290
PSP Office Finishout   Dallas, Texas	Prime Architect/Engineer	Kris Walsh, Project Interior Designer	\$1.4M	N/A
Bickerstaff Heath Delgado Acosta LLP   Austin, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	\$1.0M	Kristine Patrick   512-472-8021
Texas Instruments (TI), SC Building, Phase I   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	\$ 1.5M	Steve Slejko   214- 567- 6157
United Commercial Realty (UCR)   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	\$1.6M	Mickey Ashmore   214- 526- 6262
Union Standard Insurance Group (USIG)   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	Confidential	Ed Hemmerick   972-719-2462
US Risk   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director	\$5.2M	Mac Wesson   214- 265- 7090

**3) RESPONDENT'S OVERALL FIRM EXPERIENCE**

INDICATE THE NUMBER OF RESPONDENT'S RELEVANT PROJECTS AND THE FEE DOLLAR VOLUME OF WORK DONE BY RESPONDENT'S LOCAL OFFICE OR ITS STAFF IN THE PAST THREE (3) YEARS, WHICH WOULD RELATE TO AND CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION.

NO. OF PROJECTS	PROJECT TYPE	BRIEF SCOPE AS TO RELEVANCY
25	Public Sector	Our public sector work includes design for 3 new federal courthouses including courtrooms, grand jury rooms, judge's chambers, and legal offices. This work included a number of the types of spaces required in your project and met strict Federal Energy efficiency and high performance building guidelines.



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235	Corporate   Commercial	Our corporate and commercial work includes ground up and finish out projects for a variety of office work types including law, high tech, financial banking and securities industries to name a few. This experience includes developing and executing the latest open and closed workplace strategies aimed at fostering teaming and collaboration while serving to attract and retain today's mobile staff. Additionally this work is relevant for your project by being able to benchmark office costs against current private sector market costs.
5	Housing   Hospitality	Several of these projects have been high rise and involve the same type of analysis and design as your project for exterior envelope, life safety, elevators, MEP systems.
41	Science   Technology	Many of these projects have been mission critical data center projects and involve robust MEP systems designed for minimal service interruption.

Total Number of Projects over 3 years is 136, total Fees = \$71.26M

**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).

**TECHNICAL PLAN**

The following describes the Preliminary Technical Plan that we propose for the successful management and delivery of the new Travis County Office Building and Parking Structure Project. It consists of a description of our proposed Team's Organization and Composition; our Preliminary Management Plan and Design Approach that will be reviewed with the County's project management staff and other appropriate County representatives at the outset of the project for input and approval prior to finalization, distribution and orientation to all team members prior to commencing design.

- I. The Team Organization and Composition establishes the team's business organization, composition and structure; lines of communication, authority and escalation paths; as well as assigned individuals, roles and responsibilities.
  - A. Business Organization and Work Location
  - B. Team Composition

**C. Team Structure, Roles and Responsibilities**

**II. The Management Plan organizes, tasks and schedules the Project Administration and Project Control processes and tools that will be used consistently in managing the effort;**

**A. Pre-Design Management Activities**

**B. Project Administration Procedures**

1. Contract Management
2. Staffing
3. Reporting, Protocols and Standards
4. Communications Plan

**C. Project Control Procedures**

1. Cost Management
2. Schedule Management
3. Change Management
4. Quality Management

**III. The Design Approach organizes, tasks and schedules the work flow as will be required to meet the overall project milestones. The approach will identify the necessary steps and decision points to move efficiently across each step of our proposed delivery strategy – as well as the design processes, standards and tools to be utilized in its delivery.**

**A. Pre-Design Activities**

**B. Design Activities**

**C. Permitting Activities**

**D. Project Delivery Methodology**

**E. Contract Administration and Commissioning**

**I. TEAM ORGANIZATION AND COMPOSITION**

**A. BUSINESS ORGANIZATION AND WORK LOCATION**

PageSoutherlandPage will serve as Prime Consultant for the Travis County Office Building and Parking Structure Project, and will provide the County with a single point of total job responsibility through one of the nation's oldest, most stable and dependable design organizations. As Prime Consultant and managing entity, PageSoutherlandPage provides this project with a "total design" management umbrella within which we have built a qualified team of consultants, all located in Austin / Central Texas, while still providing the high level of interdisciplinary coordination and quality control that we deliver on projects for which we are providing all professional services. In addition, our carefully constructed team exceeds ALL of the County's HUB goals AND sub-goals.

Based at our downtown Austin office that is just 5 minutes from the project site as well as the Travis County offices, our team is capable of providing this project with the highest levels of management interface, client stakeholder integration, job site coordination and quick response – while allowing our managers a single point of authority in directing the full resources of all design disciplines in order to ensure that our commitments to Travis County are met. From PageSoutherlandPage's home office in Austin, we offer an available depth of over 110 Austin-based design professionals (over 400 fully networked in Texas) to support the project as required in meeting its demands.



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## **B. TEAM COMPOSITION**

Our team's composition provides Travis County with an Austin-based team of individuals that represent the highest levels of design talent, planning expertise, and technical competence in each aspect of this project – coupled with strong, effective and proven project leadership and management control. The key individuals that we have committed to its success are a close-knit team with years of experience working together with other similar Private and Public Sector clients on other similar projects – including many of this City's largest public projects, four recent Courthouse / Jury Suite facilities, and numerous multi-story office building / parking structure projects. In addition, our team designed and built major downtown Austin projects with the similar composition of multi-story office, garage, basement and tunnel components – these were the CSC Office Buildings/Garages (connected across three blocks by tunnel), and the Robert E. Johnson State Office Building/Garage (connected to the Capitol Expansion by tunnel).

PageSoutherlandPage, LLP will serve as Prime Consultant and be responsible for overall team Project Management and Quality Control, as well as assume primary responsibility for overall design direction, Architecture, Interior Design, Civil and Sustainable Design – while integrating and coordinating the local HUB Basic Design consulting services of Structures + Haynes Whaley for both Structural Engineering and Parking Consulting, DataCom Design Group for IT/AV/Acoustical and Security Consulting, CNG Engineering for Mechanical and Electrical Engineering, Encotech Engineering for Plumbing Engineering, Facilities Resource Inc. for FF&E Consulting, and Ten Eyck Landscape Architects for Landscape Architecture. To ensure that all work is well-coordinated, fully integrated and in compliance with PageSoutherlandPage's quality standards – PageSoutherlandPage will assign an overall MEP Engineering Manager and in-house Discipline Coordinators for each out-of-house Basic Design Consultant to oversee and coordinate the work produced by consultants.

## **C. TEAM STRUCTURE, ROLES AND RESPONSIBILITIES**

Our team's Organizational Structure, Lines of Communication and Authority, and assigned Key Individuals and Roles are illustrated through the following Team Organization Chart. This organization structure provides a strong focus on management of the overall project, as well as each of the major design process elements in order to facilitate resource coordination, effective span of control, and effective integration of individual design disciplines. Accordingly, each member of the team is fully integrated and managed within the appropriate design discipline and project component.

As illustrated (on the following page), our team is organized to establish clear lines of communication and authority – as well as escalation paths – in order to effectively channel communications, responsibility and accountability throughout all participants in the total design effort. In the case of resolving disputes that may arise during the course of the project, escalation paths reverse allowing disputes to follow back up from team members, to Design Managers, to the Project Manager and Project Director, and ultimately to the Principal-in-Charge who is the ultimate point of accountability to Travis County for all Contract Deliverables.

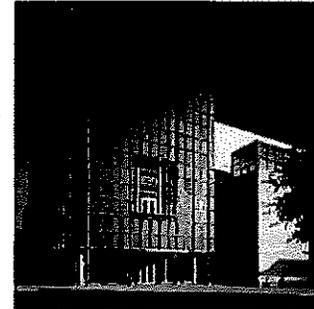
Our Team Structure and our Project Approach are both organized by each of two independently focused, yet fully integrated elements of any successful project: 1. Management and 2. Design.



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## 1. MANAGEMENT TEAM

Our Management structure is based on providing a strong focus on management of the overall project, as well as each of the major design process elements in order to facilitate resource coordination, effective span of control, and effective integration of individual design disciplines. Our Overall Management Team is comprised of two components: Project Management and Quality Management.



- **Project Management** – Our Project Management Team includes Robert (Bob) E. Burke, PE, LEED AP, as Principal-in-Charge, Daniel H. Brooks, AIA, LEED AP as Project Director, and Alan Lampert, RA as the single point of day-to-day contact with Travis County. This team will be responsible for organizing and implementing the management framework within which the project will be delivered – while providing proactive leadership and direction to the project team through its duration. Key members of our Project Management Team include:

As Principal-in-Charge, Bob Burke brings 28 years of experience within the City of Austin, including serving as Principal-in-Charge for many of this region's largest and most complex projects. Mr. Burke has extensive experience working with public sector clients including the City of Austin on such projects as the Barbara Jordan Passenger Terminal, the Austin Convention Center, the CSC Public-Private downtown Office Headquarters Campus working with the City of Austin, the U.S. Federal Courthouse in Austin working with the MSME, and the 1.6 MSF Samsung Semiconductor Fab A2 in Austin.

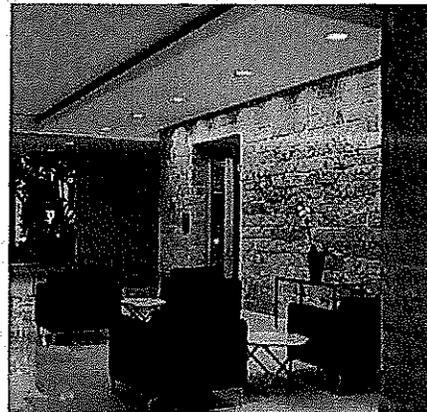
- **As Project Director**, Daniel Brooks, AIA, LEED AP, brings over 24 years of professional experience, including the last 8 ½ years within the City of Austin. Mr. Brooks' experience ranges from the 18-story AMLI on Second Tower in Austin, two Federal Courthouses, the 200,000 sf office campus at Four Points Centre in Austin, the new GSA Office Building for the FBI (275,000 SF), and new Corporate Headquarters Office Complex for Owings Corning in Toledo, Ohio, and the Enron South Office Tower in Houston (41-story, 1.3 MSF).
- **As Project Manager**, Alan Lampert, RA brings over 24 years of professional experience across a broad spectrum of project types and scales, including such complex, landmark projects such as the University of Texas Psychology Building, TxDOT Research and Technology Center, Ontario Convention Center, Tustin Civic Center and Miami International Airport.
- **Quality Management** – Our Quality Management Team includes Jon Sylvie, PhD, PE, PMP as Quality Assurance Manager. Outside the project chain on a level equal to yet separate from the Project Management Team, Mr. Sylvie will oversee the planning, scheduling and implementation of our **Quality Control Program**. We are providing an independent cross-check by non-team members which taps the experience, talent and objectivity of the firm's most senior staff.

## 2. DESIGN TEAM

Our Design Team Structure is organized by three components: 1) Architecture | Interior Design, 2) Sustainability, and 3) Engineering.

- **Architecture | Interior Design** will be personally led by Lawrence (Larry) W. Speck, FAIA as Design Principal and Kris Walsh, IIDA, TID, LEED AP as Lead Interior Designer.

- **Design Principal**, Larry Speck is a nationally recognized design architect that has led the design for many of this State's most recent public landmark projects and open spaces. In Austin, he has led the design for such major projects as the Barbara Jordan Passenger Terminal, the Austin Convention Center, the Town Lake Comprehensive Plan, CSC Downtown Headquarters, AMLI 2 Mixed-use Residential Development and design consultant for the new Federal Courthouse. From 1992 – 2001, Mr. Speck served as the Dean of the School of Architecture at the University of Texas at Austin. He has served as a National Peer Reviewer for the U.S. General Services Administration Design Excellence Program and Architectural Advisory Board for the U.S. State Department Overseas Building Operations (Embassy Program). He currently sits on the boards of Green Guard Environmental Institute and Air Quality Sciences.
- **Lead Interior Designer**, Kris Walsh has over 31 years of professional experience. Her projects range from the corporate offices for both Tri-star and Columbia Pictures which included six screening rooms, to the office renovations of USAA's Corporate Headquarters in San Antonio (700,000 SF), to the Barbara Jordan Passenger Terminal – to the renovations to the Bank One Lobby space in Austin which was recognized with an International IIDA Design Award presented at the NEOCON Convention in Chicago. Most recently, she has led the design for PageSoutherlandPage's Dallas Office which was similarly located within the Mercantile Bank Lobby space and is currently working with Gearbox Software in designing both their Motion Capture Studio and Audio Recording Studio.
- **Other Architecture | Interior Design** team members include Talmadge Smith, RA, LEED AP as Project Architect, Janet Zeitler, AIA, RID, LEED AP as Project Architect, and Margaret Teinert, RID, IIDA, FMA with responsibility for FF&E on the project.
- **Sustainability and LEED Coordination | Submission Services** will be provided by Katherine (Katie) Blair, RA, LEED AP as Sustainability Manager. As Sustainability Manager, Katie Blair directs the sustainable design and LEED certification process for all projects within the Austin office of PageSoutherlandPage. Her experience includes such significant national models as the nation's first LEED Gold Semiconductor Plant, one of the nation's first LEED Gold Data Centers, our Design-Build proposal for the 1 MSF Charles R. Darnall Army Medical Center at Fort Hood which was planned to achieve LEED Platinum, and working with Dell in developing the company's internal LEED+ Global Design Guidelines in response to Michael Dell's desire to become the "world's greenest technology company".
- **Engineering** – Under the overall leadership of Andrew (Andy) R. Baxter, PE as MEP Engineering Manager, Jerry Garcia, PE as Structural Engineering Principal, and James Alvis as Civil Engineering Manager. The Engineering Team will be responsible for the planning, design, production and Contract Administration support for all of the Engineering components of the project.
- **MEP Engineering Manager**, Andy Baxter brings over 22 years of professional experience – including over 13 years within the City of Austin. His projects range from the U.S. Federal Courthouse, CSC Downtown Headquarters, and LEED Gold Certified Four Points office buildings in Austin, to the 1.6M SF Samsung Austin Semiconductor Fab A2, a number of the nation's largest Data Centers, the firm's Design-Build proposal for the





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- firm's Design-Build proposal for the 1 MSF Charles R. Darnall Army Medical Center at Fort Hood which is planned to achieve LEED Platinum – as well as 700,000 SF of office renovations at USAA's San Antonio Headquarters, CSC's downtown Austin office headquarters, and the LEED Gold Certified Four Points Office Complex in northwest Austin.
- **Other Engineering team members** include Carlos Farias, PE, LEED AP as Mechanical Engineer, David P. Mitchell, PE, CxA as Plumbing Engineer, Doug Schulze, PE, LEED AP as Electrical Engineer, and Mark Merryman, PE, LEED AP as Structural Engineer.

### 3. SPECIAL CONSULTANTS

Our Consultant team is comprised of firms and individuals with whom PageSoutherlandPage has established strong and proven working relationships with over years of experience working together on similar projects. The success of this project will ultimately lie in the experience, qualifications and commitment of those individuals most directly involved. The priority that we place on Travis County as a client is strongly reflected in the people that we have committed toward its success.

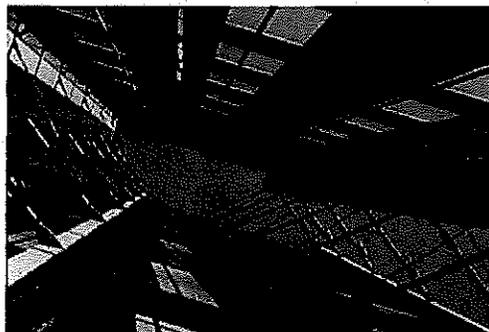
## II. MANAGEMENT PLAN

PageSoutherlandPage has built its practice and proven reputation for dependability on a solid foundation of Project Management. Efficient and effective Project Management enables innovative design – providing a disciplined framework, or conduit, within which the design process may freely flow while allowing stakeholders, planners and designers to best focus upon our client's needs, goals, priorities and concerns. Our approach to managing the design process is organized to effectively channel communications, responsibility and accountability throughout all participants in the total design effort – while providing stakeholders with proactive leadership, responsible technical management, effective budget and schedule control, and adherence to proven quality control standards.

### A. PRE-DESIGN MANAGEMENT ACTIVITIES

At the outset of the Travis County Office Building and Parking Structure Project, our Management Team will first work with Travis County and HS&A to validate the Preliminary Execution | Quality Assurance Plan that we have developed which will serve as a “roadmap” to proactively guide the successful delivery of this project. We believe that we cannot provide proactive leadership without a clear “roadmap” to guide us, an effective “dashboard” of management tools to gauge our progress, and the available depth of resources required to adequately “control” the pace of the project throughout its course. Our approach to managing the design process will be to first organize, plan and model all aspects of your project's delivery in advance as a means of testing and validating that your goals are realistic and achievable – while working with Intel to formulate the most efficient and cost effective strategy for delivering the project while still on paper – before going live. The Plan that we have developed will be reviewed with Travis County representatives for input and approval prior to team orientation and implementation. Key elements of this plan include:

- Conduct an Initial Stakeholder Vision Session to align team values and project expectations, establish
- LEED Certification Strategies and define Value parameters;
- Validate our Project Delivery Strategy, Team Structure



- and Work Plan for executing the project in the most efficient and cost effective manner;
- Validate and Implement our Project Communications Plan and Technology Tools to be utilized on the project;
- Validate our Quality Assurance Plan identifying the criteria, processes, tools and standards to be implemented throughout the project;
- Confirm Project Milestones, Target Dates and Project Delivery Methodology in developing a Preliminary Milestone Schedule and Detailed Schedule of Tasks;
- Validate Manpower Projections and Project Staffing Plan;
- Develop a Project Budget Model or Control Estimate;
- Establish Change Management Procedures and Protocols”
- Conduct BIM Integrated Delivery Worksession | Develop BIM Execution Plan
- Conduct Team Orientation Session for purpose of presenting Project Execution | Quality Assurance Plan to be utilized by all team members.



Once validated, these models and strategies that we have developed will serve both as a roadmap and set established benchmarks for subsequent Project Control activities allowing us to “hit-the-ground-running”. Once validated, the Work Plan will serve as baseline parameters which may be monitored, measured, analyzed and disciplined throughout the course of the project.

Within this framework, our Management Plan will address Project Management Procedures that encompass two distinct objectives:

- Project Administration – those ongoing activities which facilitate the timely flow of information and required documents such as regular progress reports, invoices and supporting data, checklists, review comments and responses, etc.
- Project Control – those ongoing activities which ensure the accomplishment of project goals and objectives relative to technical quality, cost, schedule

## **B. PROJECT ADMINISTRATION PROCEDURES**

Project Administration is essentially about communication. It strives to establish and construct clear, concise, timely communication to allow the most effective and efficient participation by team professionals at all levels – including those of the client, the users, the architects, engineers and specialists, and other responsible public and private entities. At the outset of the project agreement of formats, distributions, and frequencies will be built into the initial structure, and will be expanded or modified as needed to accomplish the administrative goals of the project. Project Administration activities will include the following:

### **1. CONTRACT MANAGEMENT**

- Contract Management | Scope Compliance – the Project Manager will be responsible for administering the contractual and business terms of the Contract in order to ensure our team's compliance with Travis County's expectations of the project.
- Fee Management Procedures – The Project Manager will be responsible for the management of all



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- design fees and expenses including the development of billing schedules, agreement as to Invoicing Formats and procedures, and monthly invoicing. At the outset of the project, Job Initiation Forms will be prepared and input into PageSoutherlandPage's Deltek accounting system allowing ongoing monitoring and reporting of job status and manpower throughout the project.

## **2. STAFFING**

- **Team Organization** – The Project Manager and Design Managers will finalize the project Manpower Budgets and Staffing Plan included in the RFP – as well as be responsible for ongoing monitoring and reporting of job progress.
- **Manpower and Staffing** – The Project Manager and Design Managers will finalize the project Manhour Budgets and Staffing Plan included with this RFP – as well as be responsible for ongoing Monitoring and Reporting of job status. PageSoutherlandPage uses Deltek "Vision" as an Accounting / Project Management software which we use as an effective management tool for tracking budgeted versus actual manhours over the course of a project. Every phase of manpower is entered and tracked automatically in our online, secure database – from initial manpower projections to daily timesheet entries by each employee. Every PageSoutherlandPage PM has full access to this system through an onscreen "dashboard", and has real-time access to track and compare workplan to actual time expenditures. This allows continual, realtime management of project resources.

## **3. REPORTING, PROTOCOLS AND STANDARDS**

- **Documentation | Reporting Procedures and Formats** – The Project Manager will be responsible for establishing and adhering to agreed upon documentation formats, distribution lists, and reporting procedures.
- **Establishment of Team Protocols, Standards, Formats and Procedures** – The Project Manager and Design Managers will identify and implement applicable team protocols, standards, formats, and procedures to be utilized on the project.

## **4. COMMUNICATIONS PLAN**

The Project Manager will be responsible for developing and implementing a Project Communications plan as outlined below and included on the Project Schedule in order to ensure cooperative and responsive client / consultant working relationships with clear lines of communication, responsibility and authority throughout the entire job – while keeping project stakeholders fully informed and engaged in the design process.

**Face-to-Face Team Interface** – In order to keep Travis County and other team members fully informed and engaged, our Communications Plan will include the following "face-to-face" activities:

- **Project Kick-off | Vision Session** – Recognizing that Travis County brings a unique set of values, expectations, and priorities to the County Commissioners Court and Offices project that will guide its decision-making and design procedures, we recommend beginning the design process with a Vision Session involving project stakeholders and key decision makers for the purpose of aligning expectations and defining a common vision for the project before initiating the design process.
- **Regular Progress Meetings** – Team Coordination among the Design team, the CM and Travis County will be reinforced through regular weekly Progress Meetings for communication of management issues

- relating to design, cost and schedule status. During these meetings, project status will be presented with meeting notes taken and distributed to all parties within 48 hours for approval and job files. The Project Manager will Chair weekly Progress meetings and responsible for all scheduling, agendas, documentation and distributions.

During these meetings, our team will utilize proven management tools such as the following when appropriate to pro-actively plan, monitor, communicate, document and discipline job progress against baseline assumptions throughout all phases of the project.

- Formats for Meeting Minutes
- Project Deliverables Tracking Matrix
- Decision –Tracking Data Base
- Action-Item Crib Sheets
- Change Management Data Base
- Design Workshops – Independent of weekly Progress Meetings that focus on management issues, PageSoutherlandPage utilizes a workshop approach as a forum for user input which focus on design issues in an orderly and systematic manner. Our approach is to pro-actively organize and plan each component and discipline of the design and decision-making process in advance. Workshops are scheduled by discipline or appropriate groupings which address key design issues in a logical sequence of incremental steps involving only those reviewers that are necessary for input and approval – resulting in a streamlined process and efficient use of time and resources. Design Managers will Chair Workshops and be responsible for all scheduling, agendas, documentation and distributions.
- Design Presentations, Reviews and Approvals – In order to ensure that Travis County stakeholders are fully engaged in reviews of completed work and that all comments and input are communicated and incorporated into the design at each stage of development, PageSoutherlandPage utilizes a wide range of presentation and communication tools to ensure that our designs are fully understood and conveyed to users in order to avoid misunderstandings or surprises once constructed. These techniques range from hand sketches, to computer renderings; and study models, to physical and computer models, to computer animated fly throughs; to color boards, material samples and full-scale mock-ups.
- In addition, PageSoutherlandPage uses PSP CHECKS as a client input / decision-tracking tool designed to systematically log, track and address each review comment to ensure closure of all issues in a timely manner. PSP CHECKS is an in-house tracking tool similar to the Federal Government's DR Checks system. The tool is designed to identify reviewers and respondents, log-in and describe review comments item-by-item, track communications and responses, and document comment disposition, approvals, sign-offs and close-outs.
- Internal Team Coordination Meetings – In addition to meetings with Travis County and the CM which focus on management and design related issues, our team will conduct internal coordination meetings to communicate and coordinate job progress both within the team and among other projects within our office. These meetings will include the following:
- Team Kick-off | Project Orientation and Training Sessions – It is important that the Project Execution | Quality Assurance Plan and Project Procedures for each project be clearly conveyed to all members of the project team before beginning the design process. Upon Travis County's input and approval of this Plan at the outset of the project, we will conduct a Team Kickoff and Project Orientation and Training Session with all team members in order to convey a clear understanding and acceptance of the work



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- plan, project procedures and commitments.
- **Project Team Coordination Meetings** – We will conduct regular internal Team Coordination Meetings to allow the design team to review and coordinate the progress of work throughout all design phases. These meetings will serve as a forum for both internal coordination both between and within each discipline and component of the project.
- **Weekly Project Managers Meetings** – In addition to project-focused internal Team Coordination Meetings, PageSoutherlandPage conducts weekly Project Manager’s meetings during which the status and needs of all projects in our office are reviewed and coordinated to ensure that our commitments to all clients are met.
- **Monthly Management Updates | Status Reports** – On monthly basis, the Project Manager and Principal-In-Charge will meet with and submit written status reports to Travis County’s Senior Management and Executive Team which document the progress of design, cost and schedule, as well as tracking of Project Deliverables, Change Management, Fees and Additional Services to ensure clear understanding of project status and avoid surprises or “after-the-fact” misunderstandings.
- **Electronic Communications and Tools** - Throughout the course of the project, our team will utilize state-of-the-art technology tools to maintain real-time communications, document access and transfer, and archiving.
- **Project Management Software** - PageSoutherlandPage utilizes Deltek Vision Project Planning module as a Accounting and Project Management software. We are experienced in working with a wide range of Project Management Software Systems and are open to working with any software the project.
- **Electronic tools will include:**
  - Newforma
  - File Transfer Protocol (FTP) Server Site
  - Microsoft SharePoint Team Services Server
  - Sonexis Web Conferencing Server
  - Go-to-Meeting
  - Video Conferences

### **C. PROJECT CONTROL PROCEDURES**

Control of Cost, Schedule, Change and Quality are management functions that will be exercised continuously by our Project Management Team throughout the project. We approach Project Control as on-going and interactive management activities that are concurrent and in-sync with the design process – rather than as snap-shot checks for project status at the completion of critical design phases. The following management process, procedures and tools that we will implement on the Travis County Office Building and Parking Structure Project have resulted in a proven track record for consistency and dependability in our ability to meet our client’s goals and expectations.

## 1. COST MANAGEMENT

Successful Cost Management is dependent upon two functions 1) the ability to manage a "design-to budget" cost control process which allows designers to effectively target dollars in a manner that achieves the greatest value for every dollar spent; and 2) the ability to prepare accurate cost estimates based upon the level of information known at each stage of design while maintaining continuity between estimates.

### Cost Control Process

PageSoutherlandPage utilizes a proactive "design-to-budget" cost control process that is organized and scheduled in a manner that integrates cost estimating and value engineering as inputs to design – versus after-the-fact results of design. Our process begins at the earliest stages of the design process in organizing the project budget and developing a Project Budget Model and Contingency Strategy using historical job experience and current parametric cost data in order to ensure a realistic and achievable alignment of Program Goals and Construction dollars from the outset of the design process. Serving as a cost baseline for design and starting point for subsequent cost control activities, this computer model will identify all line items to be included in – as well as excluded from – the project budget in order to validate initial budget assumptions and convey a clear understanding and communication of the scope for the project for which the design team will be held accountable.

Once this Budget Model, or Control Estimate is established and approved by Travis County, line items will be estimated and progressively expanded upon in greater detail as building and engineering systems become more and more accurately defined. Additional columns for subsequent estimates and value engineering analyses will be progressively added to the cost model for side-by-side comparison with prior estimates as a basis for weekly "rolling" budget reviews at regularly scheduled team progress Meetings – allowing continuous monitoring and disciplining of project costs throughout all design phases by line item rather than bottom line total.

Within this Cost Control framework, our Management Team will employ a number of Value Engineering and Life Cycle Costing techniques in order to ensure that the County's goals for sustainability, cost effectiveness and value are inherent in the design of the project. Value Engineering analyses will be conducted consistently by the project team throughout the design process – recognizing that the greatest cost benefits may be gained through value engineering decisions made at the earlier stages of design. Our Value Engineering Process incorporates the following:

- Defining "Value" – In order to "design-in" Value on the Travis County Office Building and Parking Structure Project, we must first understand what Travis County perceives to be value. How value is perceived and defined varies from with every client, industry, building type and project. In order that we fully understand this perception of Value, our Dynamic Listening process focuses on establishing a definition and priorities for value criteria as a basis for systematically making informed decisions.
- Measuring "Value" – Where appropriate, our team is capable of preparing Life cycle Cost Analyses comparing the cost impact of alternative solutions upon the capital, maintenance and operation costs of Intel over the life of the facility.
- Achieving "Value" – PageSoutherlandPage has developed a systematic Value Engineering methodology that takes into account the broad perspective of value considerations as a means for making informed decisions. Our Approach utilizes an Evaluation Matrix as a structured process for evaluating, comparing and ranking Value options against "owner defined" Evaluation Criteria and Priorities in terms of aesthetics, durability, maintainability, sustainability, initial cost and life cycle costs. It is important to recognize that such a process does not "make" decisions – but rather ensures a thorough examination and assessment of all factors in making informed decisions.

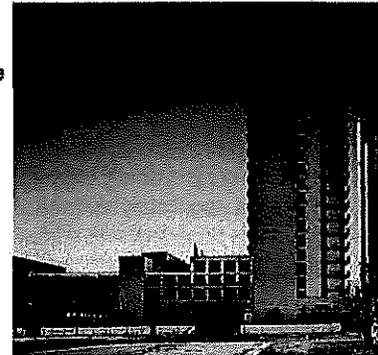


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## 2. SCHEDULE MANAGEMENT

The means for implementing effective Schedule Control on this project will be established at the earliest stages of the design process using Travis County's milestones and the Preliminary Schedule Included with our Design Approach below as a starting point. We believe that regardless of the complexity of a project, it is critical that all aspects of its delivery be organized and planned in advance if Project Managers are to provide proactive leadership to the design team.

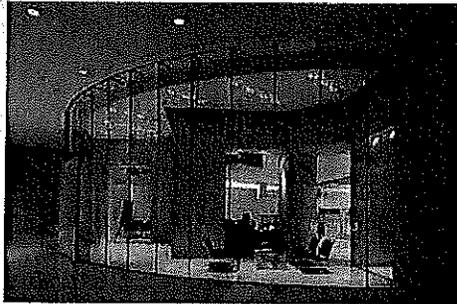
On projects such as this with aggressive design schedules and involving multiple stakeholder groups, we have found that it is important that all participants and stakeholders in the design process fully understand all schedule requirements, responsibilities and interface commitments in order to move together as one team in "lock-step". To accomplish this, PageSouthernlandPage has utilized comprehensive scheduling worksessions conducted at the outset of the project and prior to critical phases which involves all participants and stakeholders in the delivery process as an interactive forum for developing and conveying a clear understanding of the schedule requirements, responsibilities and interface commitments for all team participants – while validating that schedule milestones and target dates are realistic and achievable before commencing design. Using large-scale wall calendars and color-coded activity cards as a flexible medium for constructing detailed activity schedules allows the maximum input and participation of all parties. During such interactive sessions, a project schedule may be developed and analyzed in detail in order to identify all participants in the planning process and their anticipated activities, verify established target dates and milestones, as well as establish and coordinate activity timelines and "give-get" interface requirements or "network of commitments" as a means of eliminating waste in developing the most efficient work flow and cost effective strategy for the successful delivery of the project.



The resulting Schedule of Tasks will be organized to fully integrate all Management, Design, Permitting and Construction activities. Once established and agreed upon, the resulting schedule may be input into scheduling programs ranging from simple bar charts for ease of understanding by non-professional stakeholders and design team members, to more complex time-scaled precedence diagrams and critical path analyses in order to identify areas of risk and float.

PageSouthernlandPage utilizes a number of scheduling software programs depending upon the intended use or user – ranging from simple Excel barcharts, to Microsoft Project and Primavera allowing detailed critical path analyses and man-loading of projects. Once constructed, the schedule serves as a flexible instrument for testing and verifying project schedule requirements and feasibility – as well as a baseline by which the job progress may be monitored, measured, analyzed and disciplined by task throughout its duration. It is important to understand that effective schedule control is achieved proactively at the level of individual tasks over short durations –versus milestones over longer durations which are often "after-the-fact".

Throughout the course of a project, subsequent scheduling worksessions may be conducted as required throughout the course of the project in order to develop immediate recover schedules, strategies and manpower requirements to offset any unanticipated delays that may occur during the design process. Other scheduling techniques to be utilized on the Travis County Office Building and Parking Structure Project include "look-ahead" schedules for coming week's activities and "crib-sheets" of action item assignments in order to ensure that our commitments to Travis County are met.



Job Progress and Project Schedule are to be fixed agenda items for all weekly Status Meetings through the duration of the project. During these meetings, the progress of each discipline is to be discussed "face-to-face" in order to facilitate team coordination, eliminate obstacles, and determine additional resources that may be required throughout the course of the project.

#### Preliminary Project Schedule

A Preliminary Project Schedule has been developed and included in the following section as a means for testing and validating Travis County's Performance Schedule included within the RFP and as a means to demonstrate our understanding of the Scope and Services that will be required in the successful delivery of this project. It should be emphasized that up to this point, this Schedule has been developed unilaterally by our team and as such is intended as a starting point only for subsequent discussions with Travis County's managers at the outset of the project in developing a Work Plan and Schedule that is in full alignment with your expectations for this project in order to achieve your Goals in the most efficient and cost effective manner. As partners working together toward the success of this project, it is important to recognize that we must both take ownership of the schedule if we are to be successful.

### 3. CHANGE MANAGEMENT

The delivery of the Travis County Office Building and Parking Structure Project will be fast-paced with a lot of moving parts. Its success will hinge upon our ability to manage change from a diverse group of users and stakeholders with varying project goals. To accomplish this, our Change Management systems and Communications Plan is organized to stay abreast of daily activities and decisions that will impact the design, cost and schedule of the project throughout its course. Our management procedures and computerized tracking systems are effective tools for identifying, documenting, monitoring, disciplining and communicating job progress throughout design (and construction). Throughout the change process, each step of the way will be logged in and tracked to ensure timely processing and avoid overlooked issues. Tracking logs and pending issues will be discussed as fixed Agenda Topics at every Status Meeting and distributed to the design team on a weekly basis. In addition, the Tracking database is available on-line in a "view-only" format so that any member of the project team may review the status of pending issues at any point in time.

### 4. QUALITY MANAGEMENT

Quality is a Management responsibility that will be aggressively pursued by PageSoutherlandPage on all projects at each of the following levels: 1) a Quality Assurance process-checking or "error prevention" program; and 2) a Quality Control project checking or "error-catching" program.

#### Quality Assurance

PageSoutherlandPage's Quality Assurance Program strives to achieve a level of consistency in the design process that will result in quality work. We believe that without consistency in process - there can be no consistency in performance.

At the outset of the Travis County Office Building and Parking Structure Project, our Management Team will work together with representatives from the County and the Design Management Team to finalize our Project Execution Plan that will integrate the Quality Assurance processes and content elements identified



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In PageSoutherlandPage's published Quality Process Manual with Travis County's specific protocols, standards and criteria – and apply it to the delivery of this specific project. PageSoutherlandPage's Quality Process Manual incorporates the fundamentals of such recognized quality improvement programs as Total Quality Management, Quality Process Alignment and Six Sigma – while building upon the experience, best practices, and lessons-learned across all offices of PageSoutherlandPage over the last century. Designed to reinforce and improve on the consistency in how we deliver our services, our Project Execution Plan will address all aspects of our services through two categories of Information which together comprise our recommended "best practices" for delivering A/E work:

1. Process – flow charts depicting the steps to be followed to ensure a smooth project, and the people responsible for making sure each step is accomplished;
2. Content – agreed upon checklists, templates, and references to standards, which are intended to streamline the work process.

Once approved, our Project Execution Plan will be presented to all members of the design team at a Project Orientation worksession at the outset of the project.

#### Quality Control

Our Quality Control Program for the project will establish the procedures for review of completed work by co-professionals who are independent of the project team structure and who bring an experienced, objective assessment to the work output at critical stages in the design of the project. Our Quality Control Program will be implemented at two separate levels of activity:

#### Quality Control Reviews

In order to ensure that this project receives the full benefit of our knowledge and experience across each area of expertise involved, our process includes regularly scheduled reviews of work-in-progress. Our review strategy typically overlaps design and construction input across the entire process whereby design reviews continue from the initial design throughout production and construction phases to ensure continuity of design intent and quality expectations – whole designated representatives of our Construction Administration teams will be involved in reviewing plans from the earliest development to ensure clear documentation and constructability.

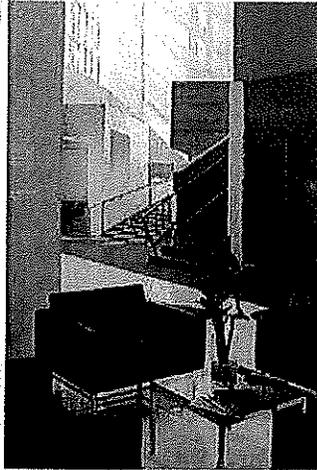
#### Quality Control Checks

In addition to Quality Control Reviews of Work-In-Progress, our team will conduct Quality Control Checks of work completed before submitting phase deliverables to Intel for review.

Using PageSoutherlandPage's Quality Control Check-Lists for each discipline to ensure a complete and thorough review – Quality Control activities, reviews and checks will be included in the Project Schedule and Work plan in order to ensure adequate time for interdisciplinary coordination and quality checks. Outside of the project chain on a level equal to yet separate from the Project Management Team, the Quality Managers will oversee the planning, scheduling and implementation of the Quality Control Program – providing an independent cross-check by non-team members which taps the experience, talent and objectivity of the firm's most senior staff.

#### Quality Control Feedback

Our Project Manager's responsibilities for Quality Control reach beyond the limits of involvement in just a single project. It is important to us that our managers pass on the lessons-learned and experience gained from each project throughout all projects in order that we may continue to improve in the services that we



provide and the products that we deliver. Client feedback is gained through the following procedures:

- **Project Alerts** – From time to time during the course of a project, an issue may arise that we may not have encountered before. It is important to us that these experiences be shared throughout our firm in order that we may anticipate their re-occurrence and our response in the future.
- **Lessons-Learned Sessions** – In order that we may learn and improve with each project, our approach calls for structured Lessons-Learned sessions with our clients where we may gain insight as to how we may improve our services and products on future projects.
- **End of Construction Lessons-Learned Sessions** – It is at the completion of construction when our clients impressions of our services provided are fresh – that they may best be able to provide insight as to the quality of services that we provided to them.
- **Warranty Period Lessons-Learned Sessions** – It is after the Warranty Period when a client has had the opportunity to live in a facility for a year that they may best be able to provide insight a to the quality of the product that we delivered.

---

### III. DESIGN APPROACH

In order to provide the Design Services being sought by Travis County on this project, we are proposing an interactive, multi-disciplinary planning and design process that is characterized by thorough, to-the-point analyses, the generation of realistic alternatives, and careful refinement and execution. Our approach is systematic, clear and carefully tailored to this specific situation – demonstrating a thorough understanding of the project program and services that will be required.

Our Design Approach is organized to address the challenges that we feel will be encountered in the delivery of the project:

#### A. PRE-DESIGN ACTIVITIES

The following narrative describes the Pre-Design Services and Approach that we propose for your project.

##### Community Involvement

While not requested on this project, often on public projects it is important that the planning process reach out into the surrounding community with an open ear at its earliest stages to find common ground in building community stakeholders and consensus for a common vision from the ground up. As part of our service, our team brings extensive experience in gathering community input for the planning of major projects in dense urban settings. PageSoutherlandPage Principals Matt Kreisie and Larry Speck have led the community participation and consensus building process for such major projects as the Austin Convention Center, the Seton Medical District Master Plan, the East Avenue Mixed-use Redevelopment of the Concordia University Campus, and the Heritage Austin program among others – through which we have developed the methodologies and tools for effectively engaging community group sessions. We are good communicators – and more importantly, good listeners.

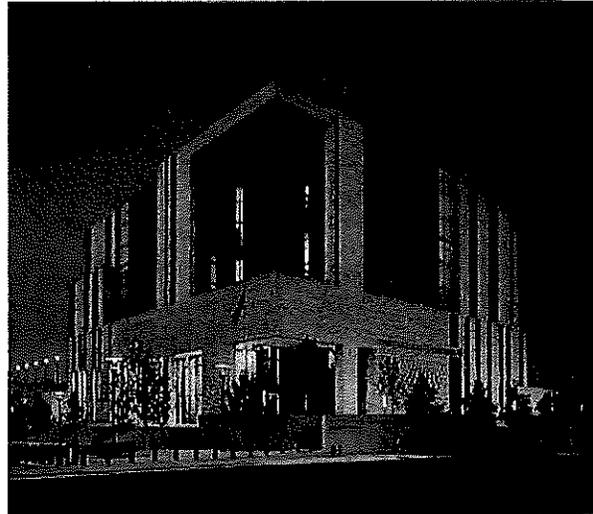


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**Starting with a Clear Definition for a Common Vision | Transfer of Program Information**  
Through PageSoutherlandPage's Strategic Consulting Group, we offer an interactive and systematic Dynamic Listening programming process for fully understanding a given "problem" – before seeking "solutions". Using large scale wall displays of "analysis" or "think" cards as a means for interaction, communication and documentation, our unique process systematically captures, organizes, clarifies and advances ideas – while fostering interaction, encouraging innovation and building consensus among stakeholders. Prior to initiating the design process, it is recommended that our team conduct Vision Sessions with stakeholders to communicate and validate program information collected and assembled to date. Prior to commencing design, our team will analyze all data collected during the programming process to confirm that we feel the goals and assumptions are realistic and achievable within the dollars budgeted and time frame established in order to avoid subsequent surprises, disappointments, cost overruns and costly schedule delays later on in the project.

## **B. PLANNING AND DESIGN ACTIVITIES**

We believe that the best designs result from the collective synergy resulting between the different minds of a designer and planner working together within a disciplined management framework. Such collaboration becomes an incubator of talent and expertise – of creativity and innovation – each testing and challenging one another in advancing ideas and concepts, rather than merely duplicating prior designs. Our approach for the design of the Travis County Office Building and Parking Structure Project is to combine the design talents and insights of Larry Speck with the planning specialists in sustainable design, office environments, Information Technology, Audio Visual, Physical and Electronic Security and Engineering systems in developing a landmark building for the Travis County's DA's office. As Design Principal, Mr. Speck has similarly worked with the nation's leading planning specialists in helping to define the "public face" for the City of Austin on projects such as the Barbara Jordan Passenger Terminal and Austin Convention Center. A Collaborative Planning & Design Approach PageSoutherlandPage has developed a number of unique design processes and tools designed to keep stakeholders fully engaged and informed throughout the design process.



Our Design Workshop process serves as a stakeholder forum that optimizing user input in an orderly and systematic manner. By pro-actively organizing the design and decision-making process in advance, key design issues are addressed in a logical sequence of incremental steps resulting in a streamlined effort, a more efficient use of time and resources, and greatly simplifying the stakeholder decision-making process. Another means for fully engaging stakeholders in the design process is to take the design studio to them. Using the "Charette" methodology, our design team will "move in" with the client on site in analyzing problems, exploring options, and developing concepts and solutions. Like our "Dynamic Listening" programming process, this methodology engages clients in the design process while building stakeholders and consensus from the ground up.

#### **A Value Driven Design Process**

Within the rigid framework of PageSouthernlandPage's Cost Control management procedures described above, our design process is similarly structured to ensure that value is inherent in the planning, design and operations of every project. Beginning at the outset of the design process with the definition of value parameters, building performance goals and efficiency targets as ongoing benchmarks, our process is one of continually exploring and analyzing options which afford the greatest value for every construction dollar spent – from planning efficiencies, to material selections, to building system and operational performance.

#### **High Performance Buildings – LEED Design**

We believe that Sustainable design goes far beyond simply achieving a LEED rating. It entails an integrated design process where all components of the building design are considered in unison and the synergies realized. It recognizes that each discipline's recommendations have an impact on other aspects of the project and through integrated design we may capture the benefits of multiple systems designed to work effectively together rather than separately.

In our experience, Sustainable Design is achieved most efficiently and effectively when Sustainability goals and requirements inform project decisions from day one. On the Travis County Office Building and Parking Structure Project our team will employ a whole-system approach that analyzes interconnected issues such as site and building design, energy and water efficiency, resource efficient materials and construction techniques, lighting and mechanical design, and the comfort and safety of the occupants. We then reassemble the pieces in new patterns that achieve multiple benefits from expenditures.

With over 100 LEED Accredited Professionals representing all design disciplines – including programming and commissioning – PageSouthernlandPage offers our clients a holistic and comprehensive approach to sustainable design. Our capabilities and processes are organized in four phases extending across the design and construction process: 1) LEED Programming & Goal Setting; 2) Analysis and Design; 3) LEED Certification Documentation; and 4) Fundamental LEED Commissioning.

#### **State-of-the-Art Design Technologies**

As a large, multidiscipline design firm, PageSouthernlandPage offers the most current design technologies across all design disciplines. Each of our domestic offices are fully networked with over 350 CAD stations in the firm.

All disciplines are proficient in the use of BIM as an integrated design and production tools while our designers employ the most current solid modeling and visualization software allowing our clients to fully understand design solutions as they are developed.

#### **C. PERMITTING**

All Permitting and Approval activities for the project will be organized at its outset with the development of a comprehensive permitting strategy. As the first step of the permitting process, our Management and Design team members will identify applicable Jurisdictions, Codes, Ordinances and other Legal restrictions and criteria that will apply to the design of the project. Upon identification of applicable requirements, appropriate team members will conduct Code Searches and research required to identify permitting requirements, reviews, approvals and process for obtaining necessary approvals. Permitting activities will be proactively integrated within the design and construction schedule to avoid or minimize any impact on the critical path.

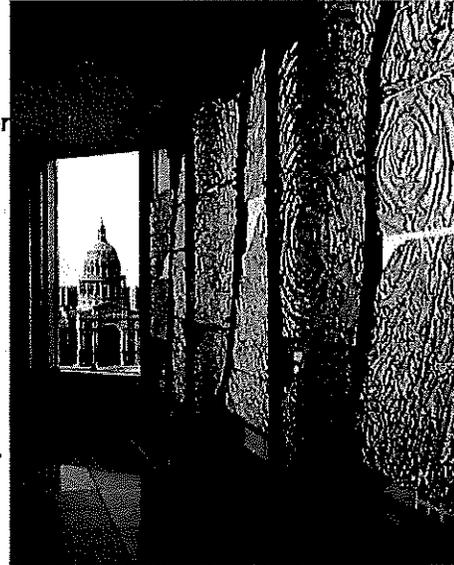


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#### **D. PROJECT DELIVERY**

PageSoutherlandPage brings extensive experience working collaboratively with the top local, regional and national General Contractors and Construction Managers on a wide range of major project types. Our CM experience ranges from such projects as the new \$700M+ Samsung Austin Semiconductor Fab A2 and Hewlett Packard \$100M "next generation" data center; to the 700,000 SF renovations to USAA's Corporate Headquarters in San Antonio, to the 800,000 SF Barbara Jordan Passenger Terminal and 6-city block Austin Convention Center.

Our approach to working with Construction Managers at Risk is to work together as a positive and cooperative team member in achieving our mutual client's goals – while first and foremost protecting our client's best interests as architects and engineers. During the Pre-Construction Design phases, we will work as an integral team with the Construction Manager in the development of the design, Schedule, Constructability and Quality



Control – while recognizing that during construction, the CM's priorities and attitudes may shift from those during Pre-construction phases as they move into a position of protecting their risks. As Travis County's A/E and Contract Administration representative, PageSoutherlandPage will endeavor to protect its best interests throughout the construction process.

#### **E. CONTRACT ADMINISTRATION & COMMISSIONING**

Recognizing that the last impression of one project will become the first impression of subsequent commissions, PageSoutherlandPage places a high priority on maintaining the momentum, intensity and focus of the design process throughout the construction phase. Our approach to providing Construction Administration services emphasizes the continuity of Project Management leadership and ongoing involvement of the Design Team across all phases – coupled with the support of a separate department of construction specialists. Recognizing that "immediacy" is critical throughout the Construction phase, departmental policies and procedures are structured to pro-actively "stay ahead of the job" through anticipation and quick response – yet ensure careful and thorough monitoring and documentation of construction progress. Our construction Administration tools have been developed to expedite the timely processing of information and decisions made – with a strong emphasis on the activities and procedures critical to document control and project coordination. As a total design organization collocated together with a single design studio, our team is capable of providing a higher level of discipline coordination with faster response time during the critical periods of construction.

##### **Proactive Contract Administration Processes & Tools**

PageSoutherlandPage is experienced in working with a wide range of Management Software. Internally, PageSoutherlandPage uses NewForma as a Management Tool for tracking and expediting RFI Turnaround during Construction. NewForma is a web-based Project Team Database that accesses and tracks RFIs, in addition to e-mails, document transfers, and most other project documentation components. With NewForma, PSP or another authorized project member can assign an RFI to a team member electronically,

and NewForma will indicate not only when the RFI was received, but when it was opened and when it was responded to. NewForma allows a visible, clear and extremely accurate method of paperless information distribution, and it allows integration of other project documents in the RFI response.

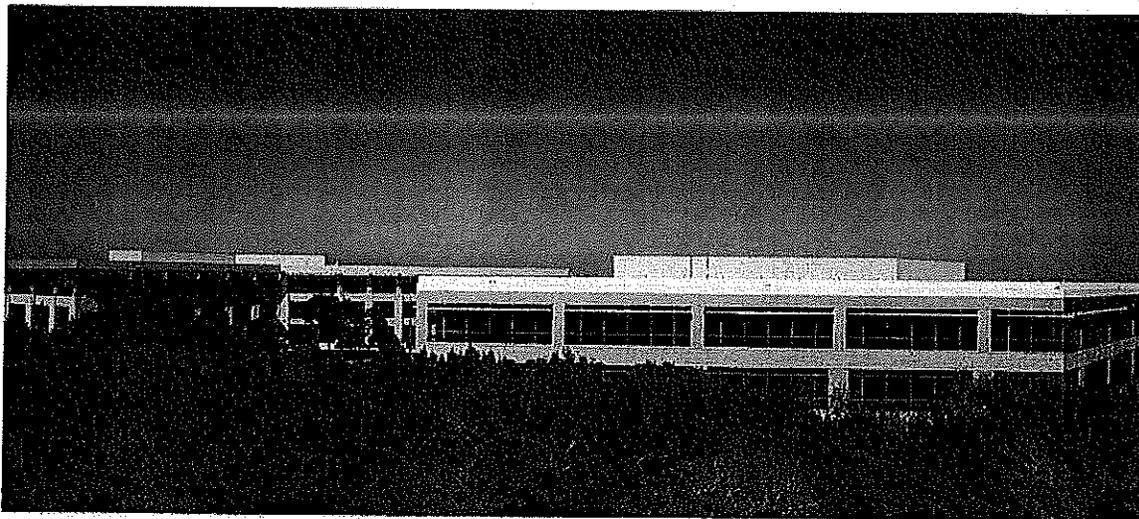
#### Comprehensive Construction Administration Services

During the Construction Administration phase, our team will provide the following Services:

- Attend - Conduct Pre-Construction Conference
- Review proposed Subcontractors / Schedule of Values / Construction Schedule
- Attend - Conduct Weekly Jobsite Progress Meetings / Prepare Progress Reports
- Observe Progress of Work / Maintain Records of Construction
- Submittal Review, Approval and/or Disposition
  - Maintain Submittal Log / Tracking System
  - Shop Drawings Review
  - Catalog Cuts Review

#### Samples Review

- Contract Documents Interpretations
  - Interpret and Render Decisions
  - Prepare Clarification Drawings
  - Assist with Change Requests
  - Process Change Orders
  - Assist in Claims Resolution of Disputes with Contractor
- Review Requests for Payment / Issue Certificates of Payment
- Prepare Punch Lists / Conduct Final Inspections
- Issue Certificates of Substantial / Final Completion
- Obtain / Transmit Operations and Maintenance Manuals / Warranties
- As-Built Drawings Preparation
- Close-Out
- Conduct Warranty Inspection prior to 1-year Warranty







## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Richard Villareal/512-854-4881, Marvin Brice, CPPB/512-854-9765, Purchasing

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Consider and take appropriate action on request to issue Request for Proposal (RFP) No. P1309-005-RV, for Construction Manager at Risk (CMAR) Services for the new 416 West 11<sup>th</sup> Street Office Building and Parking Structure.

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

The Court elected to use the Construction Manager at Risk (CMAR) project delivery method for the design and construction of the 416 West 11<sup>th</sup> Street Office Building and Parking Structure. The first step in the process was to hire an Architectural/Engineering firm to complete the design. On September 17, 2013, the Court authorized the Purchasing Agent to commence negotiations with Page Southerland Page (PSP) for the required A/E services, after they were selected as the highest ranked respondent firm through RFQ No. Q1306-014-RV.

On October 1, 2013, the Court reviewed and approved issuance of RFQ No. Q1309-004-RV to solicit qualifications of Construction Management firms for the project. RFQ No. Q1309-004-RV was issued on October 2, 2013, with a proposal submission deadline of October 23, 2013. Respondents to the RFQ will then be shortlisted to approximately three to five firms from which to solicit pricing via subject Request for Proposal (RFP).

Facilities Management Department and Purchasing are requesting the Court to authorize issuance of RFP No. P1309-005-RV as the next step of the procurement process to hire a CMAR. The RFP is attached for the Court's review and approval.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto: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: 416-01-14C-3N**

**File: 703**

**TO:** Cyd Grimes, CPM, Purchasing Agent  
**FROM:** Roger A. El Khoury, M.S., P.E., Director  
**DATE:** October 2, 2013

A handwritten signature in blue ink that reads "Roger El Khoury".

**SUBJECT:** 416 W. 11<sup>th</sup> St. Office Building and Parking Structure  
Construction Manager at Risk (CMAR) Procurement  
Request to Issue RFP #P1309-005-RV for CMAR

The Facilities Management Department (FMD) and the County Attorney's Office have reviewed and approved the RFP for the requested CMAR services for the new 416 W. 11<sup>th</sup> St. Office Building and Parking Structure. FMD requests Purchasing Office assistance with obtaining Commissioners Court approval for issuance of the RFP for the subject project. Following Court approval, the RFP can be issued in accordance with the Procurement Schedule: after the Evaluation Team finalizes the short list of RFQ Respondents.

The FY2014 project funds, including the CMAR Pre-Construction Services fee, will be requested as a Reimbursement Resolution in October prior to requesting Commissioner Court approval of the CMAR contract award. Award of the CMAR contract is anticipated to occur in December 2013.

When we were last in Court on October 1, 2013 to receive approval for issuance of the CMAR's RFQ, the Court requested that we return to obtain Court approval for the RFP document. We would appreciate your assistance with posting this item for Court approval at the October 15, 2013 Voting Session. If you have any questions or need additional information, please call me at extension 44579.

### **COPY:**

Leslie Browder, County Executive, PBO  
Tenley Aldredge, Assistant County Attorney  
Ken Gaede, AIA, Senior Project Manager  
Richard Villareal, Purchasing Agent Assistant, Purchasing Office



# TRAVIS COUNTY PURCHASING OFFICE

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

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

November 6, 2013

Dear Proposers:

You are invited to submit your proposal in accordance with the requirements in this **REQUEST FOR PROPOSAL (RFP) # P1309-005-RV, Construction Manager at Risk for the New 416 West 11<sup>th</sup> Street Office Building and Parking Structure.**

Proposals must be submitted with an **ORIGINAL (MARKED "ORIGINAL") AND FIVE (5) COPIES** to the Travis County Purchasing Agent, 700 Lavaca Street, Suite 800, Austin Texas 78701, no later than **2:00 P.M. CST ON WEDNESDAY, November 13, 2013.**

Any questions concerning this Request for Proposal should be directed to Richard Villareal, Purchasing Agent Assistant IV, at [richard.villareal@co.travis.tx.us](mailto:richard.villareal@co.travis.tx.us)

**NOTE: During this procurement process, potential respondents ARE NOT to contact Travis County program employees regarding this solicitation. Any such contact may result in disqualification of the proposal.**

All proposals shall be submitted to the Travis County Purchasing Agent in a sealed envelope marked:

**REQUEST FOR PROPOSAL  
RFP # P1309-005-RV  
Construction Manager at Risk for the New 416 West 11<sup>th</sup> Street Office  
Building and Parking Structure  
DO NOT OPEN IN MAILROOM**

Your consideration of this Request for Proposal is appreciated.

Sincerely,

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



## Request for Proposal

for

**CONSTRUCTION MANAGER AT RISK FOR THE NEW  
416 WEST 11<sup>TH</sup> STREET OFFICE BUILDING  
AND PARKING STRUCTURE  
AUSTIN, TEXAS**

**COUNTY OF TRAVIS  
STATE OF TEXAS  
Austin, Texas**

**RFP # P1309-005-RV**

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## SECTION 00210 - PREVAILING WAGE RATE DETERMINATION SITE CONSTRUCTION & BUILDING CONSTRUCTION CRAFTS

### NOTICE

The Travis County Commissioners Court has adopted the prevailing wage rates for Travis County as determined by the United States Department of Labor in accordance with the Davis –Bacon Act and its subsequent amendments. The prevailing wage rates for this project are those rates set forth for Travis County in the U.S. Department of Labor General Decisions for:

#### **(1) Building Construction Projects and**

#### **(2) Highway Construction Projects.**

**Bidders may obtain copies of the U.S. Department of Labor General Decisions referenced above by contacting the Travis County Purchasing Office or by accessing the following website:**

**<http://www.access.gpo.gov/davisbacon/tx.html>**

This determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman, or mechanic employed on this job be paid less than the minimum wage scale.

The Contractor shall comply with all applicable state and federal laws, including, but not limited to, laws concerned with labor, equal employment opportunity, safety, and minimum wage. The Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. To ensure that the Contractor, and/or subcontractors are paying the posted specified rates (including fringe benefits when applicable) to all classifications of workmen, mechanics, and laborers, the County reserves the right to perform “spot labor interviews” and examine Contractor payroll information.

Pursuant to Chapter 2258 of the Texas Government Code:

1. A worker employed on a public work by or on behalf of the County shall be paid:
  - (a) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (b) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. NOTE: This Paragraph Number 1 does not apply to maintenance work.
2. A worker is employed on a public work for the purposes of Paragraph Number 1 if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the County or any officer or department of the County
3. The contractor who is awarded a contract by the County or a subcontractor of the contractor shall pay not less than the rates (plus fringe benefits when applicable) as listed in the U.S. Department of Labor General Decisions referenced above to a worker employed by the contractor to work on the project.
4. A contractor or subcontractor who violates this section shall pay to the County \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates set forth in the U.S. Department of Labor General Decisions referenced above. The County shall use any money collected pursuant to this section to offset the cost incurred in the administration of the requirements of Chapter 2258.
5. The County will take notice of complaints of all violations of this chapter committed in the execution of the contract and withhold money forfeited or required to be withheld under Chapter 2258 from the payments to the contractor under the contract, except that the County may not withhold money from other than the final payment without a determination by the County that there is good cause to believe that the contractor has violated this chapter.

ATTACHMENT 1

# IMPORTANT INFORMATION



**YOU CAN DIRECT ANY WAGE DISPUTES OR QUESTIONS TO:**

**TRAVIS COUNTY PURCHASING OFFICE  
700 LAVACA STREET, SUITE 800  
AUSTIN, TEXAS 78701  
512-854-9700**

***Pursuant to Section 2258.023(a) of the Government Code, "The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract."***

ATTACHMENT 2

# INFORMACION IMPORTANTE



**TU PUEDES DISCUTIR O PREGUNTAR DE TU SALARIO DIRECTAMENTE CON:**

**OFICINA DE COMPRAS DE TRAVIS COUNTY  
700 LAVACA STREET, SUITE 800  
AUSTIN, TEXAS 78701  
512-854-9700**

***De acuerdo con la seccion 2258.023(a) del Codigo del Gobierno, "El contratista al que le fue adjudicado un contrato por el Gobierno, o su subcontratista, debaran pagar a un trabajador contratado, no menos que las tarifas determinadas bajo la seccion 2258.022, para la ejecucion del contrato."***

**SECTION 00220 - WORKERS' COMPENSATION INSURANCE COVERAGE**

NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission ("TWCC") has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and this does affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements for workers' compensation insurance coverage are not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities. This affects both the County and the Contractor on this project.

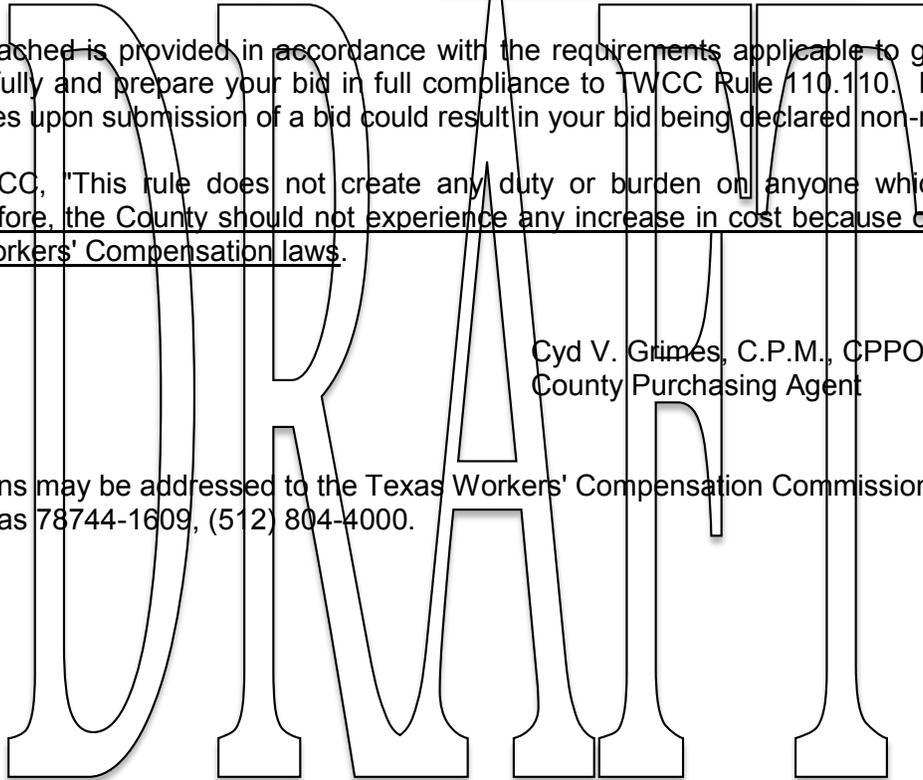
Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the Contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements applicable to governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Workers' Compensation laws.

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

Additional questions may be addressed to the Texas Workers' Compensation Commission, 7551 Metro Center Drive, Austin, Texas 78744-1609, (512) 804-4000.



## TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

### A. Definitions:

1. "Certificate of Coverage" - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the TWCC, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the project, and valid for the duration of the project.
2. "Duration of the Project" - Includes the time from commencement of the Contractor's work on the project until completion and acceptance of such work by the governmental entity.
3. "Persons/employees providing services on the project" and/or "Subcontractor" (as used in Section 406.096 of the Texas Labor Code) - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees.

This term includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the Duration of the Project.
- C. The Contractor must provide a Certificate of Coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Project, the Contractor must, prior to the end of the coverage period, file a new Certificate of Coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:
  1. A Certificate of Coverage, prior to that person beginning work on the project, so the governmental entity will have on file Certificates of Coverage showing coverage for all persons providing services on the project; and
  2. No later than seven (7) calendar days after receipt by the Contractor, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the Duration of the Project.
- F. The Contractor shall retain all required Certificates of Coverage for the Duration of the Project and for one (1) year thereafter.

- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the Duration of the Project:
  2. Provide to the Contractor, prior to that person beginning work on the project, a Certificate of Coverage showing that coverage is being provided for all employees of the person providing services on the project, for the Duration of the Project:
  3. Provide the Contractor, prior to the end of the coverage period, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate of Coverage ends during the Duration of the Project:
  4. Obtain from each other person with whom it contracts, and provide to the Contractor:
    - 4.1 A Certificate of Coverage, prior to the other person beginning work on the project;
    - 4.2 A new Certificate of Coverage showing an extension of coverage, if the coverage period shown on the current certificate ends during the Duration of the Project;
  5. Retain all required Certificates of Coverage on file for the Duration of the Project and for one (1) year thereafter
  6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs I.1.- I-7., with the Certificates of Coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the Duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier (or, in the case of self-insured persons or entities, with the TWCC's Division of Self-Insurance Regulation). Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach with ten (10) calendar days after receipt of notice of breach from the governmental entity.

**SECTION 00230  
CONFLICT OF INTEREST QUESTIONNAIRE**

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

**DRAFT**

## SECTION 00240 – FORFEITURE OF CONTRACT

Contractor shall forfeit all benefits of the Contract and County shall retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to this Contract if:

Contractor was doing business at the time of executing the Contract or had done business during the 365-day period immediately prior to the date on which Contractor executed the Contract with one or more Key Contracting Person listed in Exhibit A to Attachment 1 (Ethics Affidavit) if Contractor has not disclosed the name of the Key Contracting Person in the space provided in Exhibit A;

-or-

Contractor does business with any Key Contracting Person after the date on which Contractor executes the Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court, the Purchasing Agent, and to the County Clerk within ten (10) days after commencing business with that Key Contracting Person.

### Definition of “was doing/does business”:

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

**ATTACHMENT 1- ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: \_\_\_\_\_

Name of Affiant: \_\_\_\_\_

Title of Affiant: \_\_\_\_\_

Business Name of Contractor: \_\_\_\_\_

County of Contractor: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this Affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of Key Contracting Persons associated with this Contract 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 Contractor is doing business or has done business during the 365 calendar day period immediately before the date of this Affidavit whose name is not disclosed below.

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: \_\_\_\_\_

Contractor acknowledges that Contractor is doing business or has done business during the 365 calendar day period immediately prior to the date on which this Contract is made/entered with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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**DRAFT**

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 calendar day period immediately prior to the date on which this Contract is made/entered with any Key Contracting Person.

**EXHIBIT A to Attachment 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**September 13, 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	MHMR
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
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 .....	Sara Krause*	
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 .....	Nicki Riley*	
County Executive, Administrative .....	Vacant	
County Executive, Budget & Planning .....	Leslie Browder	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.*	
County Executive, Criminal Justice Planning .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, Civil Division .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	
Director, Health Services Division .....	Beth Devery	
Attorney, Health Services Division .....	Prema Gregerson	
Purchasing Agent .....	Cyd Grimes, C.P.M., CPPO	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	
Assistant Purchasing Agent .....	Bonnie Floyd, CPPO, CPPB, CTPM	

Purchasing Agent Assistant IV .....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, CPPB, CPPO  
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.....David Walch  
Purchasing Agent Assistant III.....Michael Long, CPPB  
Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM  
Purchasing Agent Assistant III.....Sydney Cedar\*  
Purchasing Agent Assistant III.....Ruena Victorino\*  
Purchasing Agent Assistant III.....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.....Ken Gaede, AIA  
Facilities Management.....Jim Barr, AIA, LEED AP  
Facilities Management.....Richard Avery, AIA, LEED AP

**FORMER EMPLOYEES**

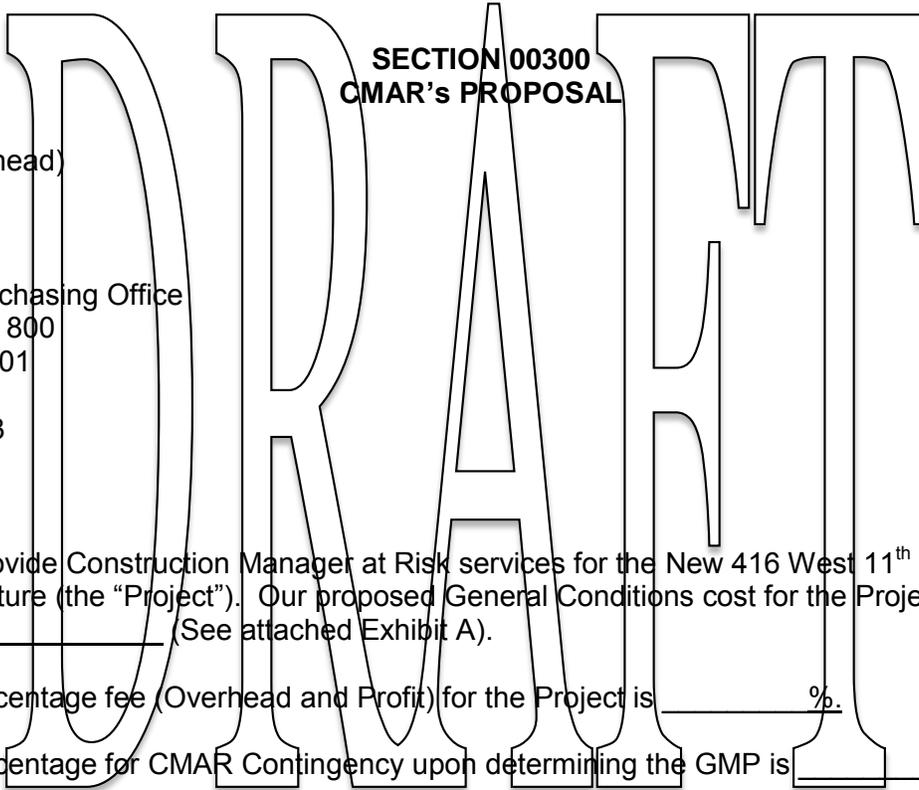
Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant II.....	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3.....	Karen Huber.....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2.....	Sarah Eckhardt.....	05/31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14

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

### SELECTION CRITERIA FOR PROPOSAL PHASE

Those firms that were short-listed, based on the review of the RFQ submittals, have been sent this Request for Proposal. The same firms will be invited to participate in interviews with the County's Evaluation Committee. Following the receipt of proposals and subsequent interviews, the County will rank the RFP respondents based on who is determined to offer the best value to the County. The final ranking of the short-listed firms that are providing proposals will be based on the following criteria:

- Interview: 40 points
- Proposal; 60 points
- Total score: 100 points



### SECTION 00300 CMAR's PROPOSAL

(On CMAR Letterhead)

Cyd Grimes  
Purchasing Agent  
Travis County Purchasing Office  
700 Lavaca, Suite 800  
Austin, Texas 78701

November 6, 2013

Dear Ms. Grimes,

We propose to provide Construction Manager at Risk services for the New 416 West 11<sup>th</sup> Street Office Building and Parking Structure (the "Project"). Our proposed General Conditions cost for the Project is \$ \_\_\_\_\_ (See attached Exhibit A).

Our proposed percentage fee (Overhead and Profit) for the Project is \_\_\_\_\_ %.

Our proposed percentage for CMAR Contingency upon determining the GMP is \_\_\_\_\_ %.

We acknowledge and agree that all Buy-Out savings will transfer into the CMAR Contingency.

We also acknowledge and agree that all transfers out of CMAR Contingency must be approved by Owner.

Lastly, we acknowledge and agree that any and all unused CMAR Contingency will be retained by Owner upon Final Completion.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### CERTIFICATE OF SECRETARY

I CERTIFY that:

I am the duly qualified and acting Secretary of \_\_\_\_\_, a duly organized and existing

corporation of the State of \_\_\_\_\_  
[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Directors of such corporation in a meeting legally held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered in the minutes of such meeting in the minute book of the Corporation.

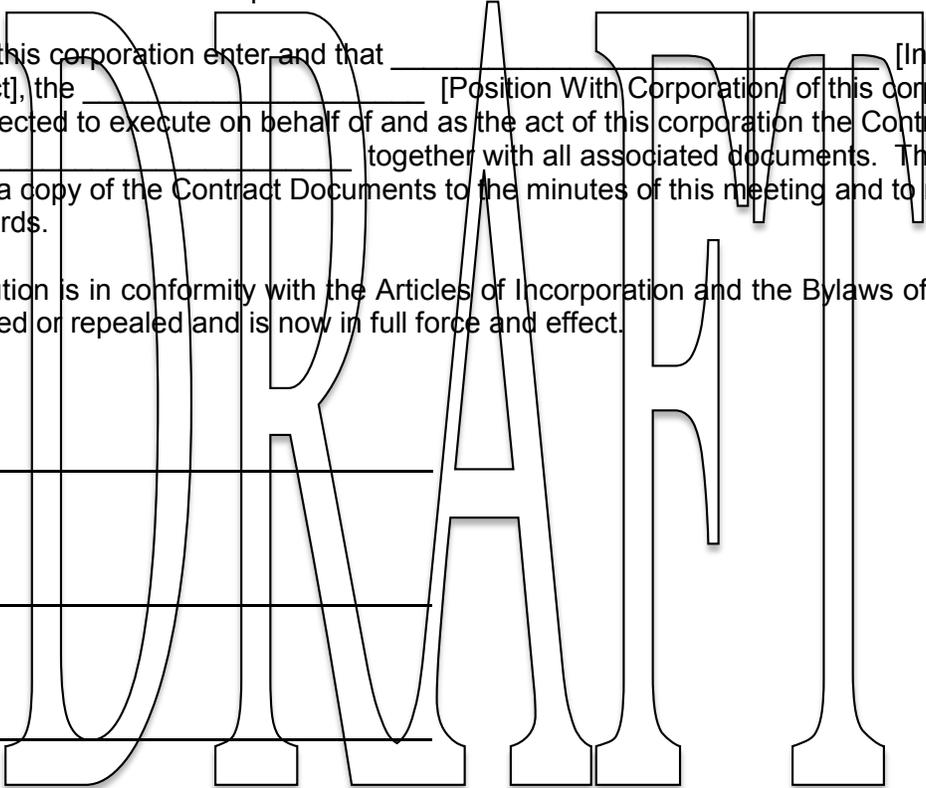
RESOLVED, that this corporation enter and that \_\_\_\_\_ [Insert Name of Person Executing Contract], the \_\_\_\_\_ [Position With Corporation] of this corporation, is authorized and directed to execute on behalf of and as the act of this corporation the Contract for the Travis County \_\_\_\_\_ together with all associated documents. The Secretary is directed to attach a copy of the Contract Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date \_\_\_\_\_

Secretary \_\_\_\_\_

President \_\_\_\_\_



### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal (the "Principal"), and the other undersigned as Surety, are held and firmly bound to Travis County, Texas in the penal sum of \_\_\_\_\_ Dollars (\$ TBD), lawful money of the United States, well and truly to be paid to Travis County, Texas, and we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by this document.

Whereas, the above bound Principal has entered into a contract with Travis County, Texas, for the purpose of \_\_\_\_\_, which is attached to this performance bond, and whereas, pursuant to TEX. GOV'T CODE ANN., Ch. 2253 Principal is required before commencing the work provided for in that contract to execute a bond in the amount of that contract,

The condition of this obligation is that if the above bound Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every obligation required in the contract, in accordance with the Plans, Specifications, and Contract Documents, including warranties as provided for in the attached Contract, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

\*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the By-laws showing that this person has authority to sign such obligations. If signed by an Attorney-in-Fact, we must have a copy of the Power of Attorney for our files.

Surety Company Notice of Claim Information:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Bond Number: \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal (the "Principal"), and the other undersigned as Surety, are held and firmly bound to Travis County, Texas in the penal sum of \_\_\_\_\_ Dollars (\$ TBD ), lawful money of the United States, well and truly to be paid to Travis County, Texas, and we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by this document.

Whereas, the above bound Principal has entered into a Contract with Travis County, Texas, for the purpose of \_\_\_\_\_, which is attached to this Payment Bond, and whereas, pursuant to TEX. GOV'T CODE ANN., Ch. 2253 Principal is required before commencing the work provided for in that Contract to execute a Bond in the amount of that Contract solely for the protection of all claimants supplying labor and materials as defined by law, in the prosecution of the work provided for in that Contract, for the use of each such claimant.

The condition of this obligation is that if the above bound Principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payments to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in the attached Contract, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

\*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the By-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the Power of Attorney for our files.

Surety Company Notice of Claim Information:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Bond Number: \_\_\_\_\_

**SAFETY RECORD QUESTIONNAIRE  
(must be submitted with executed Contract)**

The Travis County Commissioners Court desires to avail itself of the benefits of Chapter 2269 of the Texas Government Code, and thereby consider the safety records of potential contractors prior to awarding bids on County contracts. Pursuant to Chapter 2269 of the Texas Government Code, Travis County has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on County contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

If the bidder in response to the questions in this Questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three (3) years, County will, at its discretion, determine whether to disqualify the bidder.

If the bidder in response to the questions in this Questionnaire reveals more than one (1) case in which bidder has received a citation from an environmental protection agency for violations within the past five (5) years, County will, at its discretion, determine whether to disqualify the bidder. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

If the bidder in response to the questions in this Questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

In order to obtain proper information from bidders so that Travis County may consider the safety records of potential contractors prior to awarding bids on County contracts, Travis County requires that bidders answer the following three (3) questions and submit them with their bids:

**QUESTION ONE**

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES for question number one above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION TWO**

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such

firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30TAC, Chapter 60.2 (c) (1) and (2).

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES for question number two above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION THREE**

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the bidder has indicated YES for question number three above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## SECTION 00400 - HUB PROGRAM REQUIREMENTS

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 for HUB contractor and subcontractor participation 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, 2.3% Native/Asian-American*). The program strongly encourages prime contractors to initiate a "Good Faith Effort" to provide subcontracting opportunities to Certified HUBs.

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

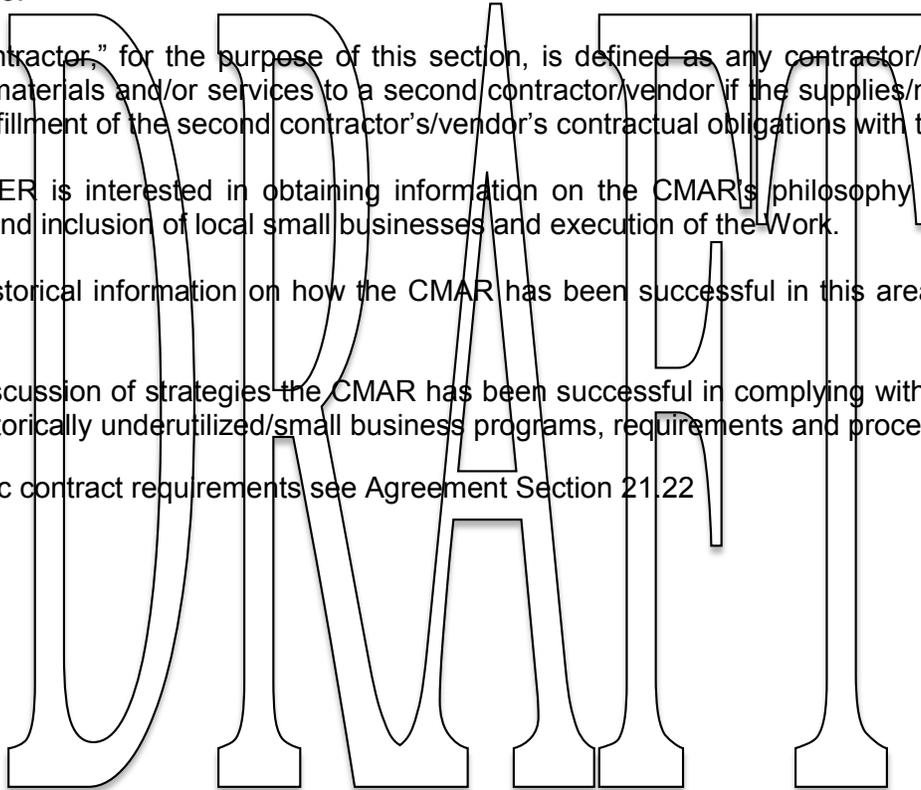
A "Subcontractor," for the purpose of this section, is defined as any contractor/vendor who provides supplies, materials and/or services to a second contractor/vendor if the supplies/materials/services are used in fulfillment of the second contractor's/vendor's contractual obligations with the County.

The OWNER is interested in obtaining information on the CMAR's philosophy and approach to the outreach and inclusion of local small businesses and execution of the Work.

Include historical information on how the CMAR has been successful in this area on similarly scoped projects.

Include discussion of strategies the CMAR has been successful in complying with minority and women owned/historically underutilized/small business programs, requirements and processes.

For specific contract requirements see Agreement Section 21.22



**SECTION - 00500  
AGREEMENT FOR CONSTRUCTION SERVICES  
CONTRACT NO. 13K01309RV**

**AGREEMENT BETWEEN**

**Travis County, Texas**

**AND**

**(CMAR),**

This Agreement is effective as of \_\_\_\_\_, 2013 (the "Effective Date"), by and between Travis County, a political subdivision of the State of Texas ("**Owner**" or "County") and ("**CMAR**"), Construction Manager at Risk (General Contractor ("**CMAR**"), collectively known as the "**Parties**," for the: **Construction of the New 416 West 11<sup>th</sup> Street Office Building and Parking Structure, Austin, Texas** (the "Project").

The parties acknowledge and agree that Page Southerland Page, LLP will serve as the Architect/Engineer (hereafter "**A/E**").

**OWNER/County** will be referred to as if singular in number and masculine in gender. The term "**OWNER**" means the Travis County Commissioners Court, the Travis County Purchasing Agent, the Director of the Travis County Facilities Management Department (the "Director"), or authorized representative of the Director. References to **OWNER** implies the Director, or his authorized representative, where applicable and appropriate. **CMAR** agrees to take direction from the Director and maintain a positive and professional working relationship with the Director. All communications to and from the **CMAR** on the Project shall be through the Director.

**OWNER** intends to construct the Project at 416 W. 11th Street, Austin, Texas, within a construction cost limitation of Twenty-nine Million Three Hundred Thousand dollars (\$29,300,000). This sum is referred to as the Amount Available for the Construction Contract ("**AACC**"), which is further defined in paragraph 2.1.

**OWNER** and **CMAR** agree as follows:

**ARTICLE 1  
SCOPE OF WORK**

**CMAR** has overall responsibility for and shall provide Pre-Construction Phase and Construction Phase Services (the "Work") and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with **OWNER's** requirements and the Contract Documents.

**ARTICLE 2  
DEFINITIONS**

The terms, words and phrases used in this Agreement have the meanings provided in the General Conditions for Travis County Building Construction Agreements and as follows.

- 2.1 "**Amount Available for the Construction Contract**" or "**AACC**" means the maximum monetary amount budgeted by **OWNER** for all Construction Phase services, materials, labor and other work required of **CMAR** for completion of the Work in accordance with this Agreement. The **AACC** includes, without limitation, the General Conditions Costs, the Cost of the Work, the Construction Phase Fee and **CMAR's** Contingency. The **AACC** may be adjusted by the parties for changes in the scope of the Project before or after acceptance of the Guaranteed Maximum Price Proposal. The **AACC** does not include **OWNER's** Construction Contingency.

- 2.2 **“Contract Documents”** means this Agreement and the following documents: (i) all exhibits and attachments listed, contained or referenced in this Agreement, specifically including the CMAR’s Proposal, Terms and Conditions stated in Request for Proposal (“RFP”) #P110231RV and any Addenda or Amendments to the RFP, General Conditions for Travis County Building Agreements (the “General Conditions”) and **OWNER’s General Requirements** Specifications; (ii) the Drawings, Specifications, details and other documents developed by **A/E** or **OWNER’s** other consultants, if any, and accepted by **OWNER** which describe the Project; (iii) all Addenda issued prior to the Effective Date of this Agreement; (iv) the Guaranteed Maximum Price Proposal when accepted by **OWNER** and executed by the Parties; (v) all Change Orders issued after the Effective Date of this Agreement; and (vi) the HUB Subcontracting plan submitted by **CMAR**. These Contract Documents form the entire and integrated contract between **OWNER** and **CMAR** and supersede all prior negotiations, representations or agreements, written or oral.
- 2.3 **“Construction Phase Fee”** means the percentage (%) amount set forth in the CMAR Proposal.
- 2.4 **“Construction Phase Services”** means the coordination, implementation and execution of the Work required by this Agreement, which are further defined in Article 7.
- 2.5 **“Cost of the Work”** means those costs described in Article 10.2.
- 2.6 **“Direct Construction Cost”** has the meaning set forth in Article 10.
- 2.7 **“Estimated Construction Cost”** or **“ECC”** means the amount calculated by **CMAR** for the total cost of all elements of the Work based on this Agreement available at the time(s) that the ECC is prepared. The ECC will be based on current market rates with as-proposed overhead and profit and will include and consider, without limitation, all alternates, allowances and contingencies, designed and specified by **A/E** and the cost of labor and materials necessary. The ECC will include all the cost elements included in the AACC, as defined above, and will represent **CMAR’s** best current estimate of the Guaranteed Maximum Price it will propose for the Project based on the information then available. The ECC will not include **A/E’s** Fees, or any other costs that are the direct responsibility of **OWNER**.
- 2.8 **“Guaranteed Maximum Price”** or **“GMP”** means the amount proposed by **CMAR** and accepted by **OWNER** as the maximum cost to **OWNER** for construction of the Project in accordance with this Agreement. The GMP includes **CMAR’s** Construction Phase Fee, the General Conditions Cost, the Cost of the Work, and **CMAR’s** Contingency amount, as set forth in the GMP proposal.
- 2.9 **“General Conditions Cost”** means costs incurred and minor work performed by **CMAR** without the need for competitive bids/proposals as allowed under Texas Government Code Chapter 2269. The maximum allowable General Conditions Cost payable to **CMAR** during the Construction Phase of the Project is set forth in Exhibit “A” and the allowable General Conditions items are further described and limited by Section 10.1 of this Agreement.
- 2.10 **“Monthly Salary Rate”** means the amount agreed to by **OWNER** that can be used on Applications for Payment throughout the Construction Phase to account for the monthly salary and employer contributions costs (payroll burden) of **CMAR’s** salaried personnel assigned to the Project. A Monthly Salary Rate must be established for each salaried person and must be approved in writing by **OWNER** in advance of any Application for Payment for that person. The Monthly Salary Rate is for convenience only and any payments made for **CMAR’s** personnel are subject to audit to determine the actual cost of the wages and allowable employer contributions incurred by **CMAR** for services performed.
- 2.11 **“Pre-Construction Phase Services”** means the participation, documentation and execution of **CMAR’s** Pre-Construction Phase deliverables as required by this Agreement and further defined in Article 5. Due to the constraints of the Work Project Schedule, these Pre-Construction Phase Services are limited in nature and duration, and are established as a lump sum – paid on a percentage complete basis.
- 2.12 **“A/E”** refers to the professional firm employed by **OWNER** as architect/engineer of record for the Project and its consultants.

- 2.13 **"Project Team"** means **OWNER, CMAR, A/E** and consultants, any separate contractors employed by **OWNER**, and others employed for the purpose of programming, design, and construction of the Project. The members of the Project Team will be designated in writing by **OWNER** and may be modified from time to time in writing by **OWNER**.
- 2.14 **"Subcontractor"** means a person or entity who has an agreement with **CMAR** to perform any portion of the Work. The term Subcontractor does not include **A/E** or any person or entity hired directly by **OWNER**.
- 2.15 **"Work"** means the provision of all services, labor, materials, supplies, and equipment that are required of **CMAR** to complete the Project in strict accordance with the requirements of this Agreement. Work includes, but is not limited to, the Construction Phase Services, additional work required by Change Orders, and any other work reasonably inferable from this Agreement. The term "reasonably inferable" takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the Drawings or included in the Specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or otherwise necessary for complete installation and operation of the Work. This standard of "reasonably inferable" is heightened due to the involvement of the **CMAR** in Pre-Construction Phase Services; it is anticipated that the **CMAR** has superior knowledge by virtue of its participation in Pre-Construction Phase Services.
- 2.16 **"Work Progress Schedule"** or **"WPS"** has the meaning given in Section 5.3.1.

### ARTICLE 3 CMAR'S GENERAL RESPONSIBILITIES

- 3.1 **CMAR** shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably inferable from the Construction Documents as necessary for completion of the Work and the Project. **CMAR** agrees to perform these services using its best efforts, skills, judgments and abilities.
- 3.2 **CMAR** shall cooperate with A/E and endeavor to further the interests of **OWNER** and the Project. **CMAR** shall furnish Limited Pre-Construction Phase Services and Construction Phase Services and complete the Project in an expeditious and economical manner consistent with the interests of **OWNER** and in accordance with the Work Project Schedule.
- 3.3 **CMAR** shall designate a representative authorized to act on **CMAR's** behalf with respect to the Project.
- 3.4 **CMAR** shall establish procedures for communication and coordination among the Project Team, Subcontractors, separate contractors, and others with respect to all aspects of the construction of the Project, and implement such procedures.
- 3.5 **CMAR** shall establish and maintain a numbering and tracking system for all Project records, including changes, requests for information, submittals, and supplementary instructions and shall provide updated records at each **OWNER** meeting and when requested.
- 3.6 **CMAR** shall identify to **OWNER** the employees and other personnel that it will assign to the Project and provide the Monthly Salary Rate for each of them. **CMAR** shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by **OWNER**, **CMAR** shall not remove or replace the persons or entities assigned to the Project except with **OWNER's** written consent, which consent will not be unreasonably withheld. **CMAR** shall not assign to the Project or contract with any person or entity to which **OWNER** has a reasonable objection. **CMAR** shall promptly update the list of persons and consultants if they change during the course of the Project.

### ARTICLE 4 OWNER'S RESPONSIBILITIES

- 4.1 **OWNER** has designated an Architect/Engineer for the Project.

- 4.2 **OWNER** will provide the AACC and general schedule for the Project. The AACC provided by **OWNER** will be established with due consideration for separate contingencies for changes in the Project during construction, and for other Project costs that are the responsibility of **OWNER**. The general schedule will set forth **OWNER's** plan for milestone dates and completion of the Project.
- 4.3 The Director, or his authorized representative, is authorized to act on **OWNER's** behalf with respect to the Project, including final determination of fees and costs earned by **CMAR** and equitable back charges against **CMAR**. The Director shall examine the documents submitted by **CMAR** and shall render decisions on behalf of **OWNER**. The Director shall have all the responsibilities and authorities allocated to him/her in the General Conditions.
- 4.4 **OWNER**, at its sole cost, will secure the services of environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Project.
- 4.5 **OWNER** shall arrange and pay for materials, structural, mechanical, chemical and other laboratory tests as required of the **OWNER** by the Construction Documents except as provided in the General Conditions.
- 4.6 **OWNER** shall furnish all legal, accounting, auditing and insurance counseling services for itself and its own purposes as may be necessary for the Project.
- 4.7 **OWNER** shall furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of **CMAR's** services and of the Work.
- 4.8 **OWNER** may designate one or more construction inspectors who shall be given access to the Work as requested or needed. The provision of inspection services by **OWNER** shall not reduce or lessen **CMAR's** responsibility for the Project. **CMAR** is fully and solely responsible for constructing the Project in strict accordance with this Agreement.
- 4.9 With respect to defective Work, **OWNER** shall have the rights set out in this Agreement as well as the rights and remedies set out in the General Conditions.
- 4.10 **OWNER** shall provide the Contract Documents in digital copy format to **CMAR** for its use in, preparing a GMP proposal, obtaining bids/proposals for the work and constructing the Project. **OWNER** shall also make available to **CMAR** any supplemental Contract Documents such as addenda, equipment procurement packages, RFI responses and change order documentation. **CMAR** shall be responsible for preparing copies of these documents needed for its use and that of any of its consultants or subcontractors for performing reviews, preparing cost estimates and a GMP proposal, obtaining bids/proposals for the work and constructing the Project as set forth in this Agreement. **CMAR** shall also be responsible for maintaining a register of document distribution, and distributing documents to its consultants, subcontractors, bidders, proposers and plan rooms.

## ARTICLE 5 PRE-CONSTRUCTION PHASE SERVICES

**CMAR** shall perform the following Pre-Construction Phase Services:

### 5.1 General Coordination

- 5.1.1 **CMAR's** Pre-construction Phase Services team shall attend weekly Project Team meetings with **OWNER**, **OWNER** representatives, and **A/E** at regularly scheduled intervals throughout the Pre-Construction Phase. Frequent Project Team meetings are anticipated prior to **OWNER** acceptance of the GMP.
- 5.1.2 Review and understand the standards and requirements in **OWNER's** Specifications and perform all services in accordance with those standards and requirements.

- 5.1.3 Visit the site and inspect the existing facilities, systems and conditions to ensure an accurate understanding of the existing conditions as required.
- 5.1.4 Provide recommendations and information to the Project Team on: site usage, equipment and construction feasibility; selection and availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs; temporary Project facilities; equipment, materials and services for common use of **CMAR** and **OWNER's** separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment; and any other matters necessary to accomplish the Project in accordance with the Work Progress Schedule (as described in detail below) and the AACC.
- 5.1.5 Assist **OWNER** in selecting and directing the services of environmental surveys or other special consultants hired by **OWNER** to develop additional information for the construction of the Project.

## 5.2 Constructability Program

- 5.2.1 Implement and conduct a constructability program to identify and document Project cost and schedule savings opportunities. The constructability program shall follow accepted industry practices and be approved by **OWNER**. Whenever the term "value engineering" is used in conjunction with this Agreement or the Project, it has its commonly accepted meaning within the construction industry and does not imply the practice of professional engineering or architecture without a license. If any value engineering activities constitute the professional practice of engineering or architecture, then such activities shall be performed by an engineer or architect licensed in Texas.
- 5.2.2 Provide and implement a system for tracking questions, resolutions, decisions, directions and other information matters that arise during the development of the Drawings and Specifications for the Project. The decision tracking system shall be in a format approved by **OWNER** and updated weekly during the Pre-Construction Phase.

## 5.3 Scheduling

- 5.3.1 Develop a Work Progress Schedule ("WPS") for Project Team review and **OWNER's** approval that coordinates and integrates activities on the Project, including **CMAR's** services, **AE's** services, the work of other consultants and suppliers, and **OWNER's** activities with the anticipated construction schedules for other contractors. The WPS must identify all major milestones through Project Final Completion. The WPS shall be created and maintained in accordance with **OWNER's** Specifications using **OWNER** specified format and software.
- 5.3.2 Update the WPS throughout the Pre-Construction and Construction Phases as described in the General Conditions, **OWNER's** requirements and Specifications.
- 5.3.3 The WPS shall include other detailed schedule activities as directed by **OWNER** including, but not limited to, **OWNER** managed work under separate contracts.
- 5.3.4 The WPS will become an attachment to this Agreement and incorporated into this Agreement for all purposes through modification of this Agreement in accordance with Article 12 of the General Conditions.

## 5.4 Budget and Cost Consultation

- 5.4.1 Prepare and update all procurement progress and construction cost estimates and distribute them to the Project Team.

- 5.4.3 Provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact.
- 5.4.4 Promptly identify all variances between estimated costs and actual costs during the Construction Phase, and promptly report such variances to the Project Team along with recommendations for action, but in any event no more than two (2) business days after acquiring such information.

## 5.5 Coordination of Design and Construction Contract Documents

- 5.5.1 Review all Drawings, Specifications, and other Construction Documents as they are developed by **A/E** during the construction documents design phases of the Project.
- 5.5.2 Consult with **OWNER** and **A/E** on the selection of materials used on the Project. Advise **OWNER** on site use, construction feasibility, availability of labor and materials, procurement time requirements, and construction coordination.
- 5.5.3 Advise **OWNER** of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Construction Documents.
- 5.5.4 Advise **OWNER** on reasonable adjustments in the Project scope, quality or other options for keeping the Project cost within the AACC.
- 5.5.5 Review the Construction Documents for compliance with all applicable laws, rules and regulations, the Contract Documents, and **OWNER** requirements.

## 5.6 Construction Planning and Subcontractor Buyout Strategy

- 5.6.1 Identify equipment or material requiring extended delivery times and advise **OWNER** on expedited procurement of those items. Advise **OWNER** and **A/E** on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and components and for the procurement of long lead items. If requested by **OWNER**, and subject to **OWNER's** prior written approval, issue requests for technical proposals to qualified sources and receive proposals and assist in their evaluation.
- 5.6.2 Make recommendations to the Project Team regarding organization of the Construction Documents to facilitate the bidding and awarding of construction subcontracts in a manner that promotes the interests of the Project and **OWNER**. These recommendations may include, but are not limited to multiple separate contracts. The recommendations shall take into consideration such factors as time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, **OWNER's** goals for HUB subcontractor participation, and other constraints.
- 5.6.3 Review the Construction Documents with the Project Team to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or **OWNER's** separate contractors.
- 5.6.4 Develop a bid/proposal package strategy that addresses the entire scope of each phase and stage of the Project. In developing the bid/proposal package strategy, **CMAR** shall identify all bid/proposal packages on which **CMAR** intends to submit a self-performance bid/proposal. The bid/proposal package strategy shall be reviewed with **OWNER** on a regular basis and revised throughout the buyout of the Project so as to best promote the interests of the Project and **OWNER**.
- 5.6.5 Assist **OWNER**, **A/E**, **OWNER's** other consultants, and **OWNER's** separate contractors in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project including, without limitation, the

City of Austin, Travis County Risk Manager, Travis County Fire Marshal, the local fire department, and **OWNER's** insurance provider.

- 5.6.6 Recommend to **OWNER** and **A/E** any Quality Assurance tests to be performed, and assist **OWNER** in selecting testing laboratories and consultants, without assuming direct responsibility for the performance of such laboratories and consultants.
- 5.6.7 Review the Construction Documents to ensure that they contain adequate provision for job site areas required for construction, all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Project.
- 5.6.8 Provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or stages. Make recommendations that minimize the adverse effects of labor shortages.
- 5.6.9 **CMAR** will invite the local small business community to at least one networking event, the purpose of which is to enhance the good faith efforts towards HUB participation and expose the HUB contractor community to potential opportunities. The **CMAR** will provide Project information and details as well as answer any questions or concerns voiced by the attendees. A list of attendees will be provided to Travis County HUB staff.

## 5.7 Obtaining Bids/Proposals for the Project

- 5.7.1 In accordance with *Texas Government Code Chapter 2269*, publicly advertise and solicit at least three (3) competitive lump sum bids/proposals from trade contractors or subcontractors for the performance of all major elements of the Project other than the minor work that may be included in General Conditions. Criteria for determining the bid/proposal that provides the best value to **OWNER** shall be established by the Project Team and included in the request for bids/proposals. **CMAR** shall notify **OWNER** in advance in writing of the date it will receive the bids/proposals. **CMAR** shall include the WPS in the solicitation to trade contractors or subcontractors.
- 5.7.2 Schedule and conduct pre-bid conferences with interested bidders/proposers, Subcontractors, material suppliers, and equipment suppliers, and record minutes of the conferences.
- 5.7.3 Together with **OWNER**, review all trade contractor or Subcontractor bids/proposals in a manner that does not disclose the contents of any bid/proposal to persons outside of the Project Team during the selection process. Based on the selection criteria included in the request for proposals, **CMAR** shall recommend to **OWNER** the bid/proposal that provides the best value for the Project. Upon **OWNER's** written concurrence in the recommendation, **CMAR** may negotiate with the apparent best value bidder/proposer.
- 5.7.4 All subcontracts must be on a lump sum basis unless other payment terms are approved in writing and in advance by **OWNER**, and shall contain or incorporate by reference the terms and conditions of the CMAR agreement as they may apply. Upon **OWNER's** concurrence in the final terms of the subcontract, **CMAR** shall enter into a written subcontract for the subcontract work and provide a copy to **OWNER**. All bids/proposals shall be publicly available after award of the subcontract or within seven (7) days after the date of final selection, whichever is later.
- 5.7.5 If **CMAR** reviews, evaluates, and recommends to **OWNER** a bid/proposal from a trade contractor or subcontractor, but **OWNER** requires another bid/proposal to be accepted, **OWNER** shall compensate **CMAR** by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk **CMAR** incurs because of **OWNER's** requirement that the other bid/proposal be accepted. Such compensation shall fully discharge the **OWNER's** duties to the **CMAR** regarding any substituted trade contractor or subcontractor.

5.7.6 **CMAR** may seek to self-perform portions of the Project identified for self-performance in the bid/proposal strategy. **CMAR** must submit a lump-sum bid/proposal for the self-performance work in the same manner as all other trade contractors or Subcontractors. However, **CMAR** bid/proposal must be sealed and submitted to **OWNER** not less than twenty four (24) hours before the submission date for all other trade contractors or Subcontractors. **OWNER** will, at its sole discretion, determine whether **CMAR's** bid/proposal provides the best value for **OWNER**, and its determination shall be final. **CMAR** must perform approved self-performance work in accordance with the same terms and conditions as its other Subcontractors. For payment purposes, **CMAR** shall account for self-performance work in the same manner as it does all other subcontract costs.

5.7.7 **CMAR** shall identify every Subcontractor it intends to use on the Project, including Subcontractors used for self-performed work, to **OWNER** in writing and deliver to **OWNER** the HUB Subcontracting Participation Declaration Form at least ten (10) days before entering into any subcontract. **CMAR** shall not use any Subcontractor to which **OWNER** has a reasonable objection. **CMAR** shall not be required to subcontract with any Subcontractor to which it has reasonable objection. Following **OWNER's** acceptance of a Subcontractor, that Subcontractor shall not be changed without **OWNER's** written consent, which shall not be unreasonably withheld. If **OWNER** has reasonable objection to any Subcontractor, **CMAR** shall submit a substitute to whom **OWNER** has no reasonable objection. The GMP shall be increased or decreased by the properly documented difference in cost occasioned by such substitution and an appropriate amendment shall be issued. However, no increase in the GMP shall be allowed for such substitution if **CMAR** has not acted promptly and responsively in submitting names as required by the Contract Documents. **CMAR** shall request approval from **OWNER** for any substitution for any Subcontractor, person, or entity previously selected and shall not commence with substitution unless **OWNER** does not make a timely and reasonable objection to such substitution.

5.7.8 If a selected trade contractor or Subcontractor fails to execute a subcontract after being selected in accordance with this section or defaults in the performance of its work, **CMAR** may, in consultation with **OWNER** and without further advertising, fulfill the subcontract requirements itself or select a replacement trade contractor or subcontractor to do so.

## 5.8 Safety

5.8.1 In accordance with the General Conditions, **CMAR** is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Project. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state and local laws and regulations without limitation.

5.8.2 **CMAR** shall provide recommendations and information to **OWNER** and **A/E** regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. **CMAR** shall verify that appropriate safety provisions are included in the Construction Documents.

## ARTICLE 6 GUARANTEED MAXIMUM PRICE PROPOSAL

6.1 When the parties agree that the design of the Project is sufficiently developed and documented to allow detailed pricing of its construction, **CMAR** shall prepare and submit a Guaranteed Maximum Price Proposal to **OWNER**. The GMP Proposal must be prepared in accordance with the guidelines and delivered in the format specified by **OWNER**. **OWNER**, at its sole option and discretion, may specify different requirements for the GMP Proposal. **CMAR** shall not withdraw its Guaranteed Maximum Price Proposal for ninety (90) days following submission to **OWNER**.

6.2 In developing the GMP Proposal, **CMAR** shall coordinate efforts with **OWNER** and **A/E** to identify qualifications, clarifications, assumptions, exclusions, value engineering and any other factors relevant to establishment of a GMP. **CMAR** shall review development of the GMP Proposal with **OWNER** on an ongoing basis to address clarifications of scope and pricing,

administration and distribution of contingencies, schedule, assumptions, exclusions, and other matters relevant to the establishment of a GMP.

- 6.3 The GMP Proposal must include a written description of how it was derived that specifically identifies the clarifications and assumptions made by **CMAR** in the GMP and the monetary amounts attributable to them. The GMP Proposal must include, without limitation, a breakdown of **CMAR's** General Conditions Costs and Construction Costs organized by trade and CSI Division; contingency amounts; the Construction Phase Fee; and the proposed Contract Time, including dates for Notice to Proceed, Substantial Completion and Final Completion.
- 6.4 The Guaranteed Maximum Price Proposal must allow for reasonably expected changes and refinements in the Drawings and Specifications through completion of the Construction Documents, except for material changes in scope.
- 6.5 The GMP Proposal may include **CMAR's** Contingency amount that is reflective of the risk inherent in the state of completion of the Construction Documents at the time the GMP Proposal is submitted.
- 6.6 Included with its GMP Proposal, **CMAR** shall provide three complete, bound sets of the drawings, specifications, plans, sketches, instructions, requirements, materials, equipment specifications and other information or documents that fully describe the Project as developed at the time of the GMP Proposal and that are relevant to the establishment of the GMP. The bound supporting documents shall be referenced in and incorporated into the GMP Proposal.
- 6.7 The GMP Proposal and all supporting documents must identify and completely describe all items, assumptions, costs, contingencies, schedules and other matters necessary and relevant for proper execution and completion of the Work and for establishment of the GMP. The GMP Proposal and the supporting documents are complementary and, in the event of an irreconcilable conflict between or among them, the interpretation that provides for the higher quality or quantity of material and/or workmanship shall prevail over all other interpretations.
- 6.8 In submitting the GMP Proposal, **CMAR** represents that it will provide every item, system or element of performance that is identified, shown or specified in the GMP Proposal or the supporting documents, along with all necessary or ancillary materials and equipment for their complete operating installation, unless specifically excepted by **OWNER**. Upon **OWNER's** written acceptance of the GMP Proposal, **CMAR** shall not be entitled to any increase in the GMP due to the continued refinement of the Construction Documents or the absence or addition of any detail or specification that may be required in order to complete the construction of the Project as described in and reasonably inferable from the GMP Proposal or the supporting documents used to establish the GMP.
- 6.9 The GMP Proposal will become an attachment to this Agreement and incorporated into this Agreement for all purposes through modification of this Agreement in accordance with Article 12 of the General Conditions. Any proposed deviation from the terms and conditions of this Agreement must be clearly and conspicuously identified to **OWNER** in writing and specifically accepted in writing by **OWNER**. In the event of a conflict between any term of the GMP Proposal that was not clearly and conspicuously identified and approved by **OWNER** and the terms of this Agreement and its attachments, the terms of this Agreement and its attachments will control.
- 6.10 **OWNER** may accept or reject the Guaranteed Maximum Price Proposal or attempt to negotiate its terms with **CMAR**. Upon acceptance by **OWNER** of the GMP Proposal in writing, both parties shall execute the GMP Proposal which shall become part of this Agreement. If **OWNER** rejects the GMP Proposal or the parties are unable or unwilling to agree on a GMP, **OWNER** may terminate this Agreement.
- 6.11 **CMAR** shall be entitled to an equitable adjustment of the GMP if it is required to pay or bear the burden of any new federal, state, or local tax, or any rate increase of an existing tax, except taxes on income, adopted through statute, court decision, written ruling, or regulation taking effect after acceptance of the GMP Proposal. This equitable adjustment does not apply to tax increases borne solely by Subcontractors.

- 6.12 **CMAR** shall document the actual Cost of the Project at buyout as compared to the Guaranteed Maximum Price Proposal and shall report this information to **OWNER** monthly and with **CMAR's** recommendation for selection of a bid/proposal for each subcontracting package.

## ARTICLE 7

### CONSTRUCTION PHASE SERVICES

The Construction Phase will be deemed to commence upon the date specified in a written Notice to Proceed issued by **OWNER** after approval of the Guaranteed Maximum Price Proposal and will continue until Final Completion of all Work. Pre-Construction Phase Services may overlap Construction Phase Services. **CMAR** shall not incur any Subcontractor costs for construction of the Project prior to issuance by **OWNER** of written authorization to commence such Work. ~~CMAR shall perform the following Construction Phase Services:~~

- 7.1 Construct the Work in strict accordance with this Agreement and as required by the General Conditions, Supplementary Conditions, Special Conditions and **OWNER's** Specifications within the time required by the Work Progress Schedule approved by **OWNER**.
- 7.2 Organize and maintain a competent, full-time staff at the Project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work, and further the goals of the Project Team.
- 7.3 Designate in writing a representative who is responsible for the day-to-day management of the Construction Phase Services. The designated representative shall be **OWNER's** primary contact during the Construction Phase and shall be available as required for the benefit of the Project and **OWNER**. The designated representative shall be authorized to act on behalf of and bind **CMAR** in all matters related to Construction Phase Services including, but not limited to, execution of Change Orders and Applications for Payment.
- 7.4 Attend regularly scheduled Project progress meetings and fully advise the Project Team of the Project status including schedule, costs, quality and changes.
- 7.5 In addition to attending regularly scheduled Project progress meetings, **CMAR** shall schedule, direct and attend interim progress meetings (i.e., commissioning meetings, coordination meetings, pre-installation meetings) with other members of the Project Team as required to maintain Project progress. **CMAR** shall record and distribute the minutes of each meeting, both regular progress meetings as well as interim progress meetings, to each Project Team member. The minutes must identify critical activities that require action and the dates by which each activity must be completed.
- 7.6 Coordinate delivery and installation of **OWNER**-procured material and equipment.
- 7.7 In accordance with **OWNER's** General Conditions, provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Construction Documents.
- 7.8 Assist **OWNER** or **A/E** in obtaining all approvals required from authorities having jurisdiction over the Project.
- 7.9 Coordinate, monitor and inspect the work of Subcontractors to ensure conformance with the Construction Documents.
- 7.10 Be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. **CMAR** shall keep **OWNER** informed of the progress and quality of the Work.

- 7.11 **CMAR** shall promptly correct any defective Work at **CMAR's** sole expense, in compliance with the General Conditions, unless **OWNER** specifically agrees to accept the Work in writing.
- 7.12 Warrant that the materials and equipment provided for the Project will be of good quality and new unless otherwise required or permitted by the Construction Documents; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Construction Documents. **CMAR** shall be responsible for correcting all items that do not comply with the Construction Documents at its sole expense without cost to **OWNER**.
- 7.13 In accordance with the General Conditions provisions regarding record documents and **OWNER's** Project Closeout Procedures, **CMAR** shall maintain and deliver the required documents that describe changes or deviations from the Construction Documents that occurred during construction and that reflect the actual "record drawings" of the completed Work.

## ARTICLE 8 CONSTRUCTION PHASE FEE

**CMAR's** Construction Phase Fee is the maximum amount payable to **CMAR** for overhead and profit incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by **OWNER** elsewhere in this Agreement. References in the General Conditions to **CMAR's** "overhead" and "profit" mean **CMAR's** Construction Phase Fee. The Construction Phase Fee includes, but is not limited to, the following items:

- 8.1 All profit, profit expectations and costs associated with profit-sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of **CMAR**.
- 8.2 Salaries of **CMAR's** officers, project manager(s), estimators, schedulers and all other employees not stationed at the Project site and performing services directly related to the Project.
- 8.3 Any and all overhead, labor or general expenses of any kind unless specifically allowed under the General Conditions. These costs include, but are not limited to, costs for the purchase, lease, rental of or allowance for vehicles and their maintenance, radios/communication equipment, jobsite computers and other business equipment, and specialized telephone systems, including cellular/digital phones; trade or professional association dues; cost for relocation of any of **CMAR's** personnel; and travel, per diem and subsistence expense of **CMAR**, its officers or employees except as specifically allowed under the General Conditions or specifically delineated elsewhere in the Contract Documents.
- 8.4 Any financial costs incurred by **CMAR**, including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.
- 8.5 Any legal, accounting, professional or other similar costs incurred by **CMAR**, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation or other such proceeding related to or arising from the Project.
- 8.6 Any Federal and/or State income and franchise taxes paid by **CMAR**. Any fines, penalties, sanctions or other levies assessed by any governmental body against **CMAR**.
- 8.7 Any cost arising out of a breach of this Agreement or the fault, failure or negligence of **CMAR**, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming Work, materials or equipment; costs due to failure to coordinate the Work or meet WPS milestones; costs arising from **CMAR's** contractual indemnification obligations; liquidated or actual damages imposed by **OWNER** for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.
- 8.8 The cost of any and all insurance deductibles payable by **CMAR** and costs due to the failure of **CMAR** or any Subcontractor to procure and maintain insurance as and to the extent required by this Agreement.

8.9 Any and all costs that would cause the Guaranteed Maximum Price to be exceeded.

8.10 Any and all costs not specifically identified as an element of the Direct Construction Cost.

## ARTICLE 9 PAYMENTS

**CMAR** shall comply with all requirements and procedures set forth in Article 9 ("Payments and Completion") of the General Conditions.

### 9.1 General Requirements

- 9.1.1 Each Schedule of Values submitted with an Application for Payment shall include the originally established value for each Work classification line item or subcontract and shall identify any revisions to the costs or cost estimates for each work classification or subcontract. The format and tracking method of the original Schedule of Values and of all updates shall be subject to approval by **OWNER**. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work, including **CMAR's** overhead and profit, shall not exceed the unpaid balance of the GMP less the retainage held by **OWNER** on Work previously completed.
- 9.1.2 Retainage, as specified in the General Conditions, will be withheld from the entire amount approved in an Application for Payment, including the Cost of the Work, General Conditions, and **CMAR's** Construction Phase Fee.
- 9.1.3 **OWNER** is a political subdivision of the State of Texas and materials and services utilized in the construction of the Project may be exempted from state and local taxes. **CMAR** is responsible for taking full advantage of all tax exemptions applicable to the Project. **OWNER** will deduct from the Applications for Payment and from the Request for Final Payment any taxes paid for materials or services that were entitled to tax exemption, as specified in the GMP Proposal.
- 9.1.4 This Agreement is subject to the assessment of liquidated damages against **CMAR**. Amounts assessed as liquidated damages, and other amounts to which **OWNER** is entitled by way of setoff or recovery, may be deducted from any moneys due **CMAR**.
- 9.1.5 **OWNER** shall have the right to withhold from payments due **CMAR** such sums as are necessary to protect **OWNER** against any loss or damage which may result from negligence by **CMAR** or any Subcontractor or failure of **CMAR** or any Subcontractor to perform their obligations under this Agreement.
- 9.1.6 Notwithstanding any other contractual provision to the contrary, **OWNER** shall not be obligated to make any payment to **CMAR** for any reason enumerated in Article 9 of the General Conditions and under any of the following circumstances:
- 9.1.6.1 **CMAR** fails to perform the Work in accordance with the Contract Documents or is otherwise in material breach or default under this Agreement;
- 9.1.6.2 The payment request includes services that are not performed in accordance with the Construction Documents; provided, however, **OWNER** shall pay for those services performed in accordance with the Construction Documents;
- 9.1.6.3 The payment request has insufficient documentation to support the amount of payment requested for Project costs; provided, however, **OWNER** shall pay for allowable Project costs for which there is sufficient documentation;

- 9.1.6.4 **CMAR** is in violation of the Prevailing Wage requirements or has failed to make payments promptly to Subcontractors or other third parties used in connection with any services or materials for which **OWNER** has made payment to **CMAR**;
- 9.1.6.5 If **OWNER**, in its good faith judgment, determines that the unpaid balance of the GMP is not sufficient to complete the Work in accordance with the Construction Documents;
- 9.1.6.6 **CMAR** has failed to complete the Work in accordance with the Work Progress Schedule requirements or if **OWNER**, in its good faith judgment, determines that the remaining Work will not be completed within the agreed timeframe;
- 9.1.6.7 **CMAR** is insolvent, makes a general assignment for the benefit of its creditors or otherwise seeks protection under the laws and regulations of the bankruptcy courts; or
- 9.1.6.8 **CMAR** fails to obtain, maintain or renew insurance coverage as required by this Agreement.
- 9.1.6.9 No partial payment made by **OWNER** will constitute, or be construed to constitute, final acceptance or approval of the work to which the partial payment relates or of the documentation provided in support of the partial payment. No partial payment made by **OWNER** will constitute, or be construed to constitute, a release of **CMAR** from any of its obligations or liabilities with respect to the Project.
- 9.1.6.10 **OWNER** shall have the right to verify and audit the details of **CMAR's** billings, certificates, accountings, cost data, and statements, either before or after payment, by (1) inspecting the books and records of **CMAR** during normal business hours; (2) examining any reports with respect to the Project; (3) interviewing **CMAR's** employees; (4) visiting the Project site; and (5) any other reasonable action. **CMAR's** records must be kept on the basis of generally accepted accounting principles.

## 9.2 Construction Phase Payments

- 9.2.1 Payments for Construction Phase Services will be made as provided for in the General Conditions and **OWNER's** General Requirements Specifications. All payment requests must be submitted on an Application for Payment with a Schedule of Values approved by **OWNER** and include all required attachments identifying payments to Historically Underutilized Businesses and to all Subcontractors. Payment for approved Change Orders will be made as part of **CMAR's** Application for Payment. Failure to comply with **OWNER's** monthly HUB reporting requirements described in Article 21 may cause rejection of the application by **OWNER** and its return to **CMAR**.
  - 9.2.1.1 **CMAR's** Construction Phase Fee must be shown as a separate line item on the Schedule of Values. Payment of **CMAR's** Construction Phase Fee will be made with each Application for Payment in the same proportion as the percentage completion of the Cost of the Work of the Project.
  - 9.2.1.2 For General Conditions Costs, **CMAR's** Application for Payment must include complete copies of all receipts, invoices with check vouchers or other evidence of payment, payrolls, and any and all other evidence which **OWNER** or its designated representatives shall deem necessary to support the amount requested. This information is subject to audit and payment for these costs is dependent on **OWNER's** receipt of accurate and complete records of all transactions. **OWNER** may reduce the amount requested for General Conditions Costs in any Application for Payment if **OWNER**, in its good faith judgment, determines that the unpaid balance of the General Conditions line item in the Schedule of Values is not sufficient to fund necessary General Conditions Costs for the remainder of the Project.
  - 9.2.1.3 Pay requests for Subcontractor work included in an Application for Payment must not exceed the percentage of Work allocated to that Subcontractor for each respective Schedule of Values work classification which has been actually completed and must not exceed the total value of the subcontract

amount. Payment to Subcontractors must comply with the requirements of Article 9 of the General Conditions.

- 9.2.1.4 Final Payment will be made in accordance with the provisions of Article 9 of the General Conditions.
- 9.2.1.5 **OWNER** shall have no obligation to make Final Payment until a complete and final accounting of all the allowable costs has been submitted by **CMAR** and has been audited and verified by **OWNER** or **OWNER's** representatives.
- 9.2.1.6 Nothing contained herein will require **OWNER** to pay **CMAR** an aggregate amount for Construction Phase Services that exceeds the Guaranteed Maximum Price or to make any payment if, in **OWNER's** belief, the cost to complete the Work would exceed the Guaranteed Maximum Price less previous payments to **CMAR**. The total amount of all Construction Phase payments to **CMAR** must not exceed the actual verified Direct Construction Cost for the Project plus **CMAR's** Construction Phase Fee.

- 9.2.1.7 The acceptance by **CMAR** or **CMAR's** successors of Final Payment under this Agreement, will constitute a full and complete release of **OWNER** from any and all claims, demands, and causes of action whatsoever that **CMAR**, its Subcontractors, suppliers and consultants or any of their successors or assigns have or may have against **OWNER** arising from the Project or any provision(s) of this Agreement except for those previously made in writing and identified by **CMAR** as unsettled at the time of the Request for Final Payment.

## ARTICLE 10 DIRECT CONSTRUCTION COST

Direct Construction Cost means the sum of the amounts that **CMAR** actually and necessarily incurs constructing the Project in strict compliance with the Construction Documents. Direct Construction Cost includes only the cost categories set forth in this Article and does not include the Construction Phase Fees unless specifically noted. References in the General Conditions to adjustments in "cost" or "costs" mean the Direct Construction Cost.

### General Conditions Costs

- 10.1 **CMAR** is entitled to receive payment for the actual cost of the allowable General Conditions items incurred after receipt of a Notice to Proceed with Construction from **OWNER** through Substantial Completion of the Project, plus 30 calendar days. **CMAR** is not entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed. General Conditions Costs incurred after Substantial Completion, plus 30 calendar days, must be approved in advance by **OWNER**.

Allowable General Conditions items are identified below and by the attached Exhibit A. These items must be included in the General Conditions cost amount shown as a line item in the Guaranteed Maximum Price Proposal and as detailed on the Schedule of Values. Items not specifically included below or in Exhibit A will not be allowed as General Condition Costs.

- 10.1.1 Personnel Costs. The actual Worker Wage Rate for **CMAR's** hourly employees and the Monthly Salary Rate of **CMAR's** salaried personnel who are identified to **OWNER** in advance and in writing but only for the time actually stationed at the Project site with **OWNER's** prior consent. The Project Manager's Monthly Salary Rate may be included in the General Conditions Costs only when the Project Manager is directly located on and managing the Project. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by the **CMAR** for services performed for the Project.
- 10.1.2 Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, cell phone service, hardwired telephone service, and reasonable expenses of **CMAR's** jobsite office if incurred at the Project site and directly and solely in support of the Work.

- 10.1.3 Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by **CMAR**, if such items are fully consumed in the construction of the Work and are included in the list of allowable General Condition Line Items. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its cost will be based on actual cost of the item less its fair market salvage value.
- 10.1.4 Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by **CMAR**, provided they are included in the list of allowable General Condition Line Items and **OWNER** has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from **CMAR**, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by **OWNER** and shall be in accordance with the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.
- 10.1.5 The aggregate rental cost of any item charged to **OWNER** must not exceed eighty percent (80%) of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds eighty percent (80%) of the purchase and maintenance price, **CMAR** shall purchase the equipment and turn it over to **OWNER** upon Final Completion of the Work or, at **OWNER**'s option, credit **OWNER** with the fair market resale value of the item.
- 10.1.6 Permit and inspection fees that are not subject to exemption.
- 10.1.7 Premiums for insurance and bonds to the extent directly attributable to this Project.
- 10.1.8 Governmental sales and use taxes directly attributable to the General Conditions Items that are not subject to exemption. Taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by **OWNER** as Direct Construction Costs.

## 10.2 Cost of the Work

**CMAR** is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of **OWNER**'s written authorization to commence the Construction Phase Work through Final Completion of the Project. **CMAR** is not entitled to reimbursement for Cost of the Work costs incurred before receipt of **OWNER**'s written authorization. Cost of the Work includes the following:

- 10.2.1 Costs of materials and equipment purchased directly by **CMAR** and incorporated into or consumed in the performance of the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. Payment for stored materials is subject to the General Conditions and **OWNER**'s General Requirements Specifications.
- 10.2.2 Costs of site debris removal and disposal in accordance with all applicable laws and regulations if not otherwise specifically provided for under the General Conditions Costs.
- 10.2.3 Payments made to Subcontractors and their vendors or suppliers by **CMAR** for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers.
- 10.2.4 Payments earned by **CMAR** for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Agreement and approved by **OWNER**.
- 10.2.5 Testing fees borne by **CMAR** pursuant to the General Conditions.

10.2.6 Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

### 10.3 CMAR'S Contingency

10.3.1 The Guaranteed Maximum Price Proposal may include **CMAR's** Contingency amount to be used to fund increases in the Direct Construction Cost of the Project identified through the refinement, development and completion of the Construction Documents or procurement of the Work.

10.3.2 Any re-allocation of funds from **CMAR's** Contingency to cover increases in the Direct Construction Cost must be approved by **OWNER** in advance and in writing, such approval not to be unreasonably withheld. In written requests to use **CMAR's** Contingency, **CMAR** shall provide detailed documentation of the scope of work affected and the bases for any increases in costs.

10.3.3 **CMAR's** Contingency is specifically not to be used for **CMAR** rework, unforeseen conditions, cost increases caused by lack of coordination or communication with **A/E** or trade Subcontractors, or to correct errors or omissions in the Construction Documents.

10.3.4 As the buyout of the Work progresses, **CMAR's** Contingency amount will be reduced by mutual agreement of **OWNER** and **CMAR**. Any balance in **CMAR's** Contingency fund remaining at the end of the buyout will be returned to **OWNER** as savings.

## ARTICLE 11 CONTRACT SAVINGS, ALLOWANCES, REBATES & REFUNDS

11.1 If the allowable, final, verified, audited amount of the General Conditions Costs, Cost of the Work, and **CMAR's** Contingency is less than the amount established for each of those categories in the originally approved Guaranteed Maximum Price Proposal, the entire difference shall be credited to **OWNER** as savings, and the final GMP shall be adjusted accordingly. When buyout of the Project is at least 90% complete, **OWNER** may recognize any savings achieved to that point by issuing a deductive change order for the saved amount.

11.2 **OWNER** will be entitled to deduct amounts for the following items from any Application for Payment or from the Request for Final Payment submitted by **CMAR**:

11.2.1 The fair market value of all tools, surplus materials, construction equipment, and temporary structures that were charged to the Work (other than rental items) but were not consumed during construction or retained by **OWNER**. Upon completion of the Work or when no longer required, **CMAR** shall either credit **OWNER** for the fair market value (as approved by **OWNER**) for all surplus tools, construction equipment and materials retained by **CMAR** or, at **OWNER's** option, use commercially reasonable efforts to sell the surplus tools, construction equipment and materials for the highest available price and credit the proceeds to **OWNER's** account.

11.2.2 Discounts earned by **CMAR** through advance or prompt payments funded by **OWNER**. **CMAR** shall obtain all possible trade and time discounts on bills for material furnished, and shall pay bills within the highest discount periods. **CMAR** shall purchase materials for the Project in quantities that provide the most advantageous prices to **OWNER**.

11.2.3 Rebates, discounts, or commissions obtained by **CMAR** from material suppliers or Subcontractors, together with all other refunds, returns, or credits received for materials, bond premiums, insurance and sales taxes.

11.2.4 Deposits made by **OWNER** and forfeited due to the fault of **CMAR**.

11.2.5 Balances remaining on any Allowances, **CMAR's** Contingency, or any other identified contract savings. **OWNER** shall be entitled to recover any net savings realized between the GMP and the buyout price for subcontracting work once the buyout is complete. During the buyout **CMAR** may use savings from one procurement effort to offset overages in other procurement efforts, so long as the total Cost of Work proposed in the GMP does not increase.

11.3 **OWNER** shall be entitled to recognize and recover 100% of any savings identified by cost review or audit at any time, before or after Final Payment.

## ARTICLE 12 OWNERSHIP AND USE OF DOCUMENTS

12.1 Drawings, specifications and other documents prepared by **A/E**, its consultants, or other consultants retained by **OWNER** for the Project that describe the Work to be executed by **CMAR** are and will remain the property of the **OWNER** whether the Project for which they are made is constructed or not. **CMAR** shall be permitted to retain one record set of the Construction Documents. ~~**CMAR** and its Subcontractors are authorized to reproduce and use portions of the Construction Documents as necessary and appropriate for the execution of the Work. **CMAR** and its Subcontractors shall not use the Construction Documents on any other projects.~~

12.2 Submission or distribution of the Construction Documents to meet official regulatory requirements or for other purposes in connection with the Project will not diminish **OWNER's** or other author's rights.

12.3 The **CMAR** will be furnished electronic copies of the Drawings and Specifications. Complete or partial sets of the Drawings and Specifications may be purchased at reproduction cost.

## ARTICLE 13 TIME

13.1 **TIME LIMITS STATED ARE OF THE ESSENCE OF THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.**

13.2 Unless otherwise approved, **OWNER** and **CMAR** shall perform their respective obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

13.3 Prior to commencement of the Construction Phase Services and concurrently with submission of the Guaranteed Maximum Price Proposal, **CMAR** shall submit an up-to-date WPS for the performance of Construction Phase Services as specified. The WPS shall include reasonable periods of time for **OWNER's** and **A/E's** review and approval of shop drawings and submissions and for the approval of other authorities having jurisdiction over the Project.

13.4 **CMAR** shall achieve Substantial Completion of the Work and Final Completion of the Work, as such terms are defined in the General Conditions, on or before the dates agreed to in the GMP Proposal, subject to time extensions granted by Change Order.

13.5 THE TIMES SET FORTH FOR COMPLETION OF THE WORK IN THE NOTICE TO PROCEED AND THE GMP PROPOSAL ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT.

13.6 The Construction Phase will be deemed to commence on the date specified in a written Notice to Proceed issued by **OWNER** after approval of the Guaranteed Maximum Price Proposal.

## ARTICLE 14 TERMINATION OF AGREEMENT

- 14.1 The rights of the Parties' to terminate this Agreement are as set forth in Article 14 of the General Conditions.
- 14.2 In addition, this Agreement may be terminated:
- 14.2.1 during the Pre-Construction Phase by either party upon fifteen (15) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination and the breach is not cured or a plan to cure the breach acceptable to the non-breaching party is not established within the fifteen (15) day period;
- 14.2.2 by **OWNER** during the Pre-Construction Phase upon at least three (3) business days written notice to **CMAR** in the event that the Project is to be temporarily or permanently abandoned; and
- 14.2.3 by **OWNER** at the GMP Proposal stage upon at least three (3) business days written notice to **CMAR** in the event that the parties are unable or unwilling to agree on a GMP Proposal.
- 14.3 In the event of termination that is not the fault of **CMAR**, **CMAR** shall be entitled to compensation for all services performed to the termination date provided **CMAR** has delivered to **OWNER** such statements, accounts, all reports, documents and other materials as required together with all reports, documents and other materials prepared by **CMAR** prior to termination. Upon such payment, **OWNER** shall have no further obligation to **CMAR**.
- 14.4 Termination of this Agreement will not relieve **CMAR** or any of its employees, subcontractors, or consultants of liability for violations of this Agreement or for any act or omission, or negligence, of **CMAR** related to the Project. In the event of a termination, **CMAR** expressly acknowledges the right of **OWNER** to employ a substitute Construction Manager at Risk to complete the services under this Agreement.
- 14.5 In the event of termination, **OWNER** shall have the right to use any documents or other materials prepared for the Project and the ideas and designs they contain for the completion of the services described by this Agreement, for completion of the Project, or for any other purpose.

#### ARTICLE 15 PRE-EXISTING CONDITIONS & DESIGN ERRORS AND OMISSIONS

- 15.1 **CMAR** acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. **CMAR**'s investigation will be instrumental in preparing its Guaranteed Maximum Price Proposal for the Work. **CMAR** shall not make or be entitled to any claim for any adjustment to the Contract Time or the GMP for Pre-Construction Phase Services or for Construction Phase Services arising from Project conditions that **CMAR** discovered or, in the exercise of reasonable care, should have discovered in **CMAR**'s investigation.
- 15.2 **CMAR** acknowledges that as part of its Pre-Construction Phase Services it shall participate in the review of the Construction Documents. **CMAR**'s participation in the design process will be instrumental in preparing its Guaranteed Maximum Price Proposal for the Work. Before submitting its Guaranteed Maximum Price Proposal, the **CMAR** shall review the drawings, specifications and other Construction Documents and notify **OWNER** of any errors, omissions or discrepancies in the documents of which it is aware, and report such findings in accordance with Article 4 of the General Conditions. **CMAR** shall not make or be entitled to any claim for any adjustment to the Contract Time or the GMP for errors or omissions in the Construction Documents that **CMAR** discovered or, in the exercise of reasonable care, should have discovered in **CMAR**'s Pre-Construction Phase design review process that **CMAR** did not bring to the attention of **OWNER** and A/E in a timely manner.

#### ARTICLE 16 BONDS AND INSURANCE

- 16.1 Upon execution of this Agreement, **CMAR** shall provide a security bond on the form provided by **OWNER** in the amount of 5% of the AACC. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.
- 16.2 Upon acceptance by **OWNER** of a Guaranteed Maximum Price Proposal, **CMAR** shall provide performance and payment bonds on forms prescribed by **OWNER** and in accordance with the requirements set forth in the Contract Documents. The penal sum of the payment and performance bonds must be equal to the GMP. If construction is phased or staged with different Guaranteed Maximum Prices established at different times, the penal sum of the bonds must be increased at the start of each stage or phase based on the cumulative total value of all Guaranteed Maximum Prices in effect.
- 16.3 **CMAR** shall not commence work under this Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by **OWNER**. **OWNER**'s review of the insurance will not relieve nor decrease the liability of the **CMAR**. Prior to commencing any work under this Agreement, **CMAR** shall provide evidence of all insurance coverages described in Article 11 of the General Conditions.
- 16.4 The cost of premiums for any additional insurance coverage desired by **CMAR** in excess of that required by this Agreement, the General Conditions or the other Contract Documents will be borne solely by **CMAR** out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

#### ARTICLE 17 DISPUTE RESOLUTION

- 17.1 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 **CMAR** does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the **CMAR** must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence outlining the exact point of disagreement in detail. If the matter is not resolved to the **CMAR**'s satisfaction, the **CMAR** may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. The **CMAR** then has the right to be heard by Commissioners Court.
- 17.2 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. And Rem. Code, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Tex. Civ. Prac. And Rem. Code 154.073, unless both parties agree, in writing, to waive the confidentiality.

#### ARTICLE 18 INDEMNITY

- 18.1 SEE ARTICLE 4 OF THE GENERAL CONDITIONS FOR **CMAR**'S INDEMNIFICATION OBLIGATIONS.
- 18.2 The indemnities contained in this Agreement, including the indemnities set forth in Article 4 of the General Conditions, will survive the termination of this Agreement for any reason whatsoever.

#### ARTICLE 19 SPECIAL WARRANTIES

- 19.1 Notwithstanding anything to the contrary contained in this Agreement, **OWNER** and **CMAR** agree and acknowledge **OWNER** is entering into this Agreement in reliance on **CMAR's** represented expertise and ability to provide construction management services. **CMAR** agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of **OWNER** in accordance with **OWNER's** requirements and procedures.
- 19.2 **CMAR** represents, and agrees that it will perform its services in accordance with the usual and customary standards of **CMAR's** profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project. **CMAR** agrees to bear the full cost of correcting **CMAR's** negligent or improper work and services, those of its consultants and subcontractors, and any harm caused by the negligent or improper work or services.
- 19.3 **CMAR's** duties will not be diminished by any approval by **OWNER** nor shall **CMAR** be released from any liability by any approval by **OWNER**, it being understood that **OWNER** is ultimately relying upon **CMAR's** skill and knowledge in performing the services required hereunder.
- 19.4 **CMAR** represents and agrees that all persons connected with **CMAR** directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if such registration and/or license is required.
- 19.5 **CMAR** represents and agrees to advise **OWNER** of anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to **CMAR** (by **OWNER** or any other party) that is, in its opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished.
- 19.6 **CMAR** represents and agrees to perform its services under this Agreement in an expeditious and economical manner consistent with good business practices and the interests of **OWNER**.
- 19.7 **CMAR** represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.
- 19.8 **CMAR** represents and agrees that the individual executing this Agreement on behalf of **CMAR** has been duly authorized to act for and to bind **CMAR** to its terms.
- 19.9 Except for the obligation of **OWNER** to pay **CMAR** certain fees, costs, and expenses pursuant to the terms of this Agreement, **OWNER** shall have no liability to **CMAR** or to anyone claiming through or under **CMAR** by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of **OWNER** to **CMAR**, no present or future affiliate of **OWNER** or any agent, officer, or employee of **OWNER**, or anyone claiming under **OWNER** has or shall have any personal liability to **CMAR** or to anyone claiming through or under **CMAR** by reason of the execution or performance of this Agreement.

## ARTICLE 20 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

- 20.1 **CMAR** shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
- 20.2 **CMAR** shall ensure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.
- 20.3 **CMAR** shall provide at Substantial Completion, a notarized affidavit to **OWNER** and **A/E** stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

20.4 **CMAR** shall take whatever measures is deemed necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

20.5 All materials used on this Project shall be certified as non-Asbestos Containing Building Materials (ACBM). **CMAR** shall insure compliance with the following acts from all of its subcontractors and assigns:

20.5.1 Asbestos Hazard Emergency Response Act and the Regulations promulgated under the Act (AHERA—40 CFR 763, Subpart E);

20.5.2 National Emission Standards for Hazardous Air Pollutants (NESHAP— EPA 40 CFR 61, Subpart M, National Emission Standard for Asbestos);

20.5.3 Texas Asbestos Health Protection Rules (TAHPR—Tex. Admin. Code Title 25, Part 1, Ch. 295, Subchapter C, Asbestos Health Protection)

20.6 Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

20.7 **CMAR** shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or A/E who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

20.8 At Final Completion **CMAR** shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34(c)(1) that no ACBM was used during construction of the Project.

## ARTICLE 21 MISCELLANEOUS PROVISIONS

21.1 Assignment. Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by **CMAR** that no officer, agent, employee or representative of **OWNER** has any authority to assign any part of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

21.2 Antitrust. **CMAR**, by virtue of signing the contract, assigns to **OWNER** any and all claims for overcharges associated with the contract which arise under the antitrust laws of the United States, 15 U.S.C.A., Section 1, et seq. (1973).

21.3 Discrimination. **CMAR** warrants that upon execution of a contract with **OWNER**, **CMAR** will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, handicap, or national origin and will submit reports as **OWNER** may require to assure compliance.

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

21.5 Solicitation Prohibition. **CMAR** represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by **CMAR** to secure business. If **CMAR** breaches this warranty, then **OWNER** shall have the right to terminate this Agreement without liability or in its discretion to deduct from the amount due to **CMAR** from **OWNER**, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

- 21.6 Gratuities. **OWNER** may terminate this Agreement if it is found that **CMAR** offered or gave gratuities to any employee of **OWNER** with the intent to influence the purchasing process in any manner, either before or after the award of this Agreement. The Travis County Commissioners Court shall determine if **CMAR** used gratuities to influence the process. If so determined and **OWNER** terminates this Agreement, **OWNER** shall be entitled to (i) pursue the same remedies against **CMAR** as it could pursue if this Agreement were breached by **CMAR**, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of **OWNER**. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 21.7 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between **CMAR** and **OWNER** and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by **CMAR** and **OWNER**. Modifications to this Agreement will be processed in accordance with Article 12 of the General Conditions. **CMAR** 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 TRAVIS COUNTY COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.
- 21.8 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 21.9 Governing Law and Venue. This Agreement is construed under and in accordance with the laws of the State of Texas, and is performable in Travis County, Texas.
- 21.10 Waivers. The waiver of a breach of any term or condition of this Agreement is not a waiver of a subsequent breach of that term or condition, or a breach or subsequent breach of any other term of condition. No official, agent, employee, or representative of **OWNER** may waive any breach of any term of condition of this Agreement unless expressly granted that specific authority by the Travis County Commissioners Court. All rights of **OWNER** under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to **OWNER** under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 21.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- 21.12 Records Availability and Retention. **CMAR** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, for a period of four (4) years after final payment for completed services and all other pending matters concerning this Agreement have been closed. **CMAR** further agrees that **OWNER** or its duly authorized representatives shall have access to any and all books, documents, papers and records of **CMAR**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 21.13 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions will not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
- 21.14 Illegal Dumping. **CMAR** shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, *Texas Health and Safety Code*, Chapter 365.
- 21.15 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties must be in writing. Written notice will be deemed to have been given when delivered in person to the designated representative of **CMAR** or **OWNER** for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax

notices are deemed effective the next business day after faxing. Such notices of claims or disputes or other legal notices required by this Agreement must be sent to the following persons at the indicated locations:

If to **OWNER**: Roger El Khoury, M.S., P.E., Director  
Travis County Facilities Management Department  
P.O. Box 1748  
Austin, TX 78767

With copy to: Cyd Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, TX 78767

If to **CMAR**:

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

- 21.16 Funding Out. If at any time during the performance of this Agreement the Travis County Commissioners Court (i) fails to provide funding for this Agreement or during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Agreement, then **OWNER** may, upon giving **CMAR** written notice of such failure to fund and termination, terminate this Agreement, or a part thereof, without any further liability, effective thirty (30) days after **OWNER** notifies **CMAR** in writing of such failure to fund and termination. **OWNER** shall pay **CMAR** for any portion of the Work completed up to the effective date. **CMAR** shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 21.17 Texas Public Information Act. Notwithstanding any provision in this Agreement and/or the Contract Documents to the contrary, disclosure of any information obtained by **OWNER** or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.
- 21.18 Rights Cumulative. The rights and remedies herein granted to **OWNER** in the event of default are cumulative and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized by law or in the Contract Documents.
- 21.19 Interest on Overdue Payments. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 21.20 Disbursements to Persons with Outstanding Debt. 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 **CMAR** to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of **CMAR**, or an agent or assignee of **CMAR** until:
- (i) the County Treasurer notifies Proposer in writing that the debt is outstanding; and
  - (ii) the debt is paid.

"Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with **OWNER**. **OWNER** may apply any funds **OWNER** owes **CMAR** to the outstanding balance of debt for which notice is made under this section, if the notice includes a statement that the amount owed by **OWNER** to **CMAR** may be applied to reduce the outstanding debt.

21.21 Tax Identification Number. **CMAR** shall provide **OWNER** 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, before any contract funds are payable.

21.22 Historically Underutilized Businesses (HUB) Program Reporting Requirements.

HUB Program Requirements.

In consideration of award of this Agreement to **CMAR**, there are certain requirements the **CMAR** will be requested to fulfill as they relate to the utilization of HUBs. In fulfilling these requirements, the HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM (EXHIBIT B) should be completed and returned at least ten (10) days before entering into any subcontract. **CMAR** agrees to maintain a Subcontractor relationship with any HUB Subcontractors identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form. **CMAR** will make good faith efforts to meet or exceed the HUB participation goals in the Construction category for an overall 13.7% for Minority-Owned Business Enterprises (MBE) and an Overall 13.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.7% African-American, 9.7% Hispanic-American, 2.39% Native/Asian-American*) of the GMP. Additional information, along with completion instructions for these forms, is found in Section 2 of Exhibit B.

21.22.1 HUB SUBCONTRACTOR FORM COMPLETION INSTRUCTIONS

- A. Please type or print all required information required in the appropriate SECTION(S) of this Form. **FAILURE TO COMPLETE THE APPLICABLE PART(S) OF THIS FORM MAY RESULT IN YOUR BID OR PROPOSAL BEING DISQUALIFIED.**
- B. By completing this form and listing the Certified HUB Subcontractors, the **CMAR** indicates that he has 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.
- C. Any additional efforts that were made by the **CMAR** should be documented and available upon request, as supporting documentation to this form. Completion of this form will aid in determining the level of effort that was put forth by the **CMAR** in soliciting HUB Subcontractors to participate on this contract.
- D. **CMAR** may go beyond the good faith efforts listed when soliciting HUB subcontractors.

21.22.2 If after disclosure of Certified HUB Subcontractors, and before or during performance of any subsequent subcontract, it becomes necessary to terminate or reduce a Subcontractor's contract, the Contractor is required to:

- A Complete the HUB Subcontractor/Subconsultant Change Form (EXHIBIT C) and submit to the HUB staff.
- B Make a good faith effort to substitute another Certified HUB Subcontractor, and if unable to, provide evidence why you could not.
- C Obtain pre-approval from the Travis County Purchasing Agent/or the HUB Coordinator of all changes involving Certified HUB Subcontractors. Modifications to the HUB Subcontracting Participation Declaration are permitted only after award of the bid and solely with the prior written approval of the Purchasing Office.

21.22.3 Subcontractor Tracking Software System.

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 **CMAR** shall be responsible for the use of the system, and require all subcontractors/subconsultants to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the **CMAR** 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.

21.23 List of Exhibits

The following exhibits are fully incorporated into this Agreement by reference:

- Ex. A General Conditions Costs
- Ex. B HUB Sub Declaration Form / Good Faith Effort Form
- Ex. C Subcontractor Change Form

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

<b>OWNER</b>	<b>CMAR</b>
By: _____ (original signature)	By: _____ (original signature)
_____	_____
Date: _____	Date: _____
APPROVED AS TO FORM:	
By: _____ (original signature)	

Date: \_\_\_\_\_

Exhibit A – General Conditions Costs

<b>DIVISION 1 GENERAL REQUIREMENTS</b>				Unit Price	Total
<b>01 3000</b>	<b>Administrative Requirements</b>				
	Preconstruction Services		ls		
	Project Manager		wk		
	Superintendent		wk		
	Assistant Superintendent		wk		
	Field Office Assistant		wk		
	Safety Manager		wk		
	HUB Coordinator		wk		
	Labor Burden		ls		
	Other				
		Subtotal			
<b>01500</b>	<b>CONSTRUCTION TEMP. FACILITIES</b>				
	Temporary Office within limits of construction (no office trailer allowed on		ls		
	Telephone Installation		ls		
	CMR Fee		mo		
	Cellular monthly service		mo		
	Chemical Toilet Rental		mo		
	Drinking Water		mo		
	Chairs, File Cabinets, desk, plan table,		ls		
	Computer, Fax, printer		ls		
	Technical support		ls		
	Office supplies		mo		
	Reprographics		ls		
	Construction Supplies, materials, small tools		ls		
	Deliveries and postage		mo		
	Dumpsters should be in Cost of Work		XXX		
	Temp. Construction and Weather Protection		mo		
	Cleaning / Housekeeping		mo		
	Survey Cost		ls		
	Street Cleaning		ea		
	Final Cleaning		ls		
	Safety Equipment		ls		
	Warranties		ls		
	Other				
		Subtotal			
<b>TOTAL DIVISION 1: GENERAL REQUIREMENTS</b>				<b>Grand Total</b>	

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Exhibit B- HUB Program Subcontracting Declaration

**Exhibit B**

**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 <i>subcontracting goals</i> shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.			
<input type="checkbox"/> <b>COMMODITIES</b>	<b>Overall MBE Goal:</b> 3.5%	<b>Sub-goals:</b> 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	<b>Overall WBE Goal:</b> 6.2%
<input checked="" type="checkbox"/> <b>CONSTRUCTION</b>	<b>Overall MBE Goal:</b> 13.7%	<b>Sub-goals:</b> 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	<b>Overall WBE Goal:</b> 13.8%
<input type="checkbox"/> <b>SERVICES</b>	<b>Overall MBE Goal:</b> 14.1%	<b>Sub-goals:</b> 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	<b>Overall WBE Goal:</b> 15.0%
<input type="checkbox"/> <b>PROFESSIONAL SERVICES</b>	<b>Overall MBE Goal:</b> 15.8%	<b>Sub-goals:</b> 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	<b>Overall WBE Goal:</b> 15.8%

<b>SECTION 1 BIDDER AND SOLICITATION INFORMATION</b>			
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)
<b>Definitions:</b> <i>HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise</i>			

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. <i>*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.</i>			
<b>SECTION 2 SUBCONTRACTING INTENTIONS</b>			
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)			

<b>SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS</b>			(Duplicate as necessary)
<p>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.</p> <p><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></p>			
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)

<b>SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS</b>				(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:		

<b>SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST</b>	
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):

<b>SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST</b>
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

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

<b>SECTION 8 AFFIRMATION</b>	
<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"> <li>▪ 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.</li> <li>▪ 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 <a href="mailto:hubstaff@co.travis.tx.us">hubstaff@co.travis.tx.us</a>.</li> <li>▪ Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.</li> </ul>	
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.	

**SECTION 00700  
GENERAL CONDITIONS  
  
GENERAL CONDITIONS  
FOR  
TRAVIS COUNTY  
BUILDING AGREEMENTS**

**ARTICLE 1**

**1.1 CONTRACTUAL RELATIONSHIP**

- 1.1.1 The Agreement shall not be construed to create any contractual relationship of any kind between the Architect/Engineer and the CMAR. Nothing contained in the Agreement shall create any contractual relationship between the Owner or the Architect/Engineer and any Subcontractor or Sub-subcontractor, as those terms are defined herein.

**1.2 EXECUTION, CORRELATION, AND INTENT**

- 1.2.2 By executing the Agreement, the CMAR represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Agreement.
- 1.2.3 The intent of the Agreement is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Agreement shall be required if it is consistent therewith and is reasonably inferable as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Agreement in accordance with such recognized meanings.
- 1.2.4 The interrelation of the Specifications, the Drawings and the schedules (excluding the Work Progress Schedule) is as follows: the Specifications determine the nature and setting of the materials; the Drawings establish the quantities, dimensions and details of the materials and Work; and the schedules give the locations. Should the drawings disagree with another requirement, or with one another, or with the Specifications, the better quality or greater quantity of work or materials shall be performed or furnished. Figures given on the Drawings govern small scale drawings.
- 1.2.5 The organization of the Specifications into divisions, sections and articles, and the arrangement of the Drawings shall not control the CMAR in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- 1.2.6 Where any section of General Conditions is modified or deleted, or any paragraph, subparagraph or clause thereof is modified or deleted, unaltered provisions of that section, paragraph, subparagraph or clause remain in full force and effect.

**ARTICLE 2**

**ARCHITECT/ENGINEER**

**2.1 DEFINITION**

Architect/Engineer (or "A/E") is a person registered as an architect pursuant to Chapter 1051, Tex. Occ. Code, or a person defined as an engineer pursuant to Chapter 1001, Tex. Occ. Code. The term Architect/Engineer, as used in these General Conditions, shall include Architects, Engineers, or person having both skills. The term is used for ease of reference and does not imply skills which may not apply to the professional utilized in this Project. The definition of Architect/Engineer shall also include those consultants registered as a landscape architect

pursuant to Chapter 1051, Tex. Occ. Code, registered as a professional engineer pursuant to Chapter 1001, Tex. Occ. Code, and other firms employed to provide professional architectural or engineering services and having overall responsibility for the design of a project or a significant portion thereof. The Architect/Engineer is referred to throughout the Contract Documents as if singular in number and masculine in gender.

## 2.2 ADMINISTRATION OF THE AGREEMENT

- 2.2.1 The administration of the Agreement shall commence with the award of the Agreement, and shall terminate upon receipt of all closeout documentation and deliverables and certification of final payment of the Agreement by the County. The contracting plan will be based on a single CMAR (the "CMAR").
- 2.2.2 The Architect/Engineer will administer the Agreement as hereinafter described. The Architect/Engineer will be the Owner's representative during the Project on matters related to the intent and interpretation of the Contract Documents. ~~The Architect/Engineer will advise and consult with the Owner. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Agreement.~~
- 2.2.3 The Architect/Engineer shall pay all fees associated with the Plan Review and site development permit to ensure that the Building Permit, as defined herein, is ready for CMAR at the beginning of the Project.
- 2.2.4 The Architect/Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. However, the Architect/Engineer will not be required to make continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect/engineer, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.
- 2.2.5 Neither the Architect/Engineer nor the Owner will be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Neither the Architect/Engineer nor the Owner will be responsible for or have control or charge over the acts or omissions of the CMAR, Subcontractors, or any of their agents or employees, or any other person performing any of the Work or failure of any of the aforementioned to carry out the Construction Work in accordance with the Agreement Documents.
- 2.2.6 The Architect/Engineer and the Owner shall at all times have access to the Work wherever it is in preparation or progress. The CMAR shall provide facilities for such access so the Architect/Engineer and the Owner may perform their respective functions under the Agreement.
- 2.2.7 Based on the Architect/Engineer's observations and an evaluation of the CMAR's Applications for Payment, as defined herein, the Architect/Engineer may, upon the Owner's request, advise the Owner on the amounts owing to the CMAR.
- 2.2.8 The Architect/Engineer shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness upon receipt of a written request from the Owner or the CMAR. He shall render written decisions, within a reasonable time but no greater than five (5) calendar days after receipt of Requests for Information (RFI's) and no more than ten (10) calendar days after receipt of submittals. The Architect/Engineer shall notify the County immediately if more time is required for reasonable cause. The County shall review the cause for the extension, and if it is justified, issue a time extension. Interpretations and decisions of the Architect/Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form. In his capacity as interpreter, he will endeavor to secure faithful performance by the CMAR.

- 2.2.9 The Architect/Engineer shall have the authority, with the concurrence of the County, to reject Work that does not conform to the Agreement Documents. When, in the Architect/Engineer's reasonable opinion, it is necessary or advisable in order to implement the intent of the Agreement Documents, the Architect/Engineer shall, with the County's prior approval, have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Agreement Documents, whether or not such Construction Work be then fabricated, installed or completed.
- 2.2.10 However, neither the Architect/Engineer's nor the Owner's authority to act under this subparagraph 2.2., nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect/Engineer or the Owner to the CMAR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 2.2.11 The Architect/Engineer and the Owner will review and approve or take other appropriate action upon CMAR's submittals, such as Shop Drawings, Product Data and Samples, as defined in Section 01300, but only for conformance with the design concept of the Work and with the information given in the Agreement. Such action shall be taken in accordance with the Submittal Schedule. The Architect/Engineer shall notify the County immediately of any potential delays in meeting the response time. The Architect/Engineer's approval of a specific item shall not indicate approval of any assembly of which the item is a component. Approval of a specific item by either the Architect/Engineer or the Owner shall not indicate approval of an assembly of which the item is a component. The Owner has the option to delegate review of any submittal to the Architect/Engineer as sole reviewer. Generally, all color selections must have Owner approval.
- 2.2.12 The Architect/Engineer shall prepare Change Orders, as defined herein, in accordance with Article 12, and will have authority to order minor changes in the Work provided such changes do not require an adjustment of the Contract Sum or the Substantial Completion Date.
- 2.2.13 In accordance with paragraph 9.8, upon receipt from the CMAR of a request for a Substantial Completion inspection with a list of items to be completed or corrected, the Architect/Engineer and Owner will perform an inspection. As a result of this inspection, the Architect/Engineer will prepare a punch list of the items needing correction. Upon determination by the County that the Construction Work has been substantially completed, the Architect/Engineer will issue a Certificate of Substantial Completion.
- 2.2.14 After the CMAR completes the required corrections, and notifies the Architect/Engineer, then the Owner will accompany the Architect/Engineer and the CMAR on the final inspection to ensure that the Construction Work has been completed in accordance with the Contract Documents and to the satisfaction of the Owner and the Architect/Engineer. Architect/Engineer will notify the Owner in writing that the Construction Work has been performed according to the Agreement Documents.
- 2.2.15 In accordance with paragraph 9.9, the Architect/Engineer shall receive from the CMAR and inspect all warranties, guarantees, bonds, O&M manuals and similar required material to make sure that all such materials are received and satisfy the requirements of the Agreement Documents. The Architect/Engineer will send to the Owner for review these close-out documents, and will issue a final Certificate for Payment upon compliance with the requirements of paragraph 9.9.
- 2.2.18 In case of the termination of the employment of the Architect/Engineer, the Owner shall appoint an architect/engineer, against whom the CMAR makes no reasonable objection, whose status under the Agreement shall be that of the former Architect/Engineer.

### **ARTICLE 3**

#### **THE OWNER**

##### **3.1 DEFINITION**

The Owner is the County of Travis and shall be referred to as if singular in number and masculine

in gender. The term Owner means the Travis County Commissioners Court, the Director of the Travis County Facilities Management Department (the "Director"), or authorized representative of the Director.

### 3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 3.2.1 Unless otherwise provided in the Contract Documents, the Owner will furnish all surveys describing the physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site.
- 3.2.2 Except as provided in subparagraph 4.7.1, or unless otherwise provided in the Contract Documents, the Owner shall secure and pay for necessary rights of way and easements required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.2.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.
- 3.2.4 The Owner shall forward all instructions to the CMAR in writing. No communication or direction from the Owner shall be interpreted as a change to the Agreement unless provided in writing and processed as a Change Order in accordance with Article 12, Changes in Work.
- 3.2.5 The Owner shall approve and monitor the Work Progress Schedule.
- 3.2.6 The Owner shall observe the construction work for quality assurance, notify the CMAR in writing of defective work, and maintain a log of such deficiencies. This activity does not relieve the Architect/Engineer of his responsibility for construction observations as noted in subparagraph 2.2.4. The Owner's right to accept defective work is described in the Agreement and in Article 13.
- 3.2.7 The Owner shall maintain a log of outstanding issues until they are closed.
- 3.2.8 The foregoing are in addition to other duties and responsibilities of the Owner set forth in the Agreement and in these General Conditions.

### 3.3 OWNER'S RIGHT TO STOP THE WORK

If the CMAR fails to correct defective work as required by Article 13 or persistently fails to carry out the Work in accordance with the Agreement, the Owner may, in writing, order the CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the CMAR or any other person or entity, except to the extent required by subparagraph 6.1.3.

### 3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the CMAR defaults or neglects to carry out the Work in accordance with the Agreement and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the CMAR of any additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CMAR the cost of correcting such deficiencies, including compensation, if any, for the Architect/Engineer's additional services made necessary by such default, negligence, or failure. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall pay the difference to the Owner within thirty (30) days after receipt of written demand.

## **ARTICLE 4** **CMAR**

#### 4.1 DEFINITION

The CMAR is the person or entity identified as such in the Agreement and shall be referred to as if singular in number and masculine in gender. The term CMAR means the CMAR or his authorized representative.

#### 4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The CMAR shall exercise due diligence in carefully studying the Contract Documents and shall report to the Architect/Engineer and the Owner, in a timely manner, any error, inconsistency or omission he may discover. This obligation includes the CMAR's Pre-Construction Phase Services described in Article 5 and Article 15 of the Agreement. The report should be in the form of a Request for Information (RFI). For purposes of this paragraph 4.2, the RFI shall be considered "timely" if it is provided as soon as practicable but in no event later than 10 days after the CMAR's discovery of the error, inconsistency or omission. ~~The CMAR shall perform no portion of the Work at any time without the necessary part of the Agreement or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.~~

4.2.2 If the CMAR observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, or regulations in any respect, he shall promptly notify the Architect/Engineer and the Owner in writing. Any necessary changes shall be accomplished by appropriate modification, as described in the Agreement.

#### 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The CMAR shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

4.3.2 The CMAR shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the CMAR.

4.3.3 The CMAR shall not be relieved from his obligations to perform the Work either by the activities or duties of the Architect/Engineer in his administration of the Agreement, or by inspections, tests, or approvals required or performed under Article 7 by persons other than the CMAR.

4.3.4 In the execution of the Agreement, the CMAR must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety and minimum wages. The CMAR shall make himself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the conduct of the Work, and shall indemnify, save and hold harmless the Owner and its official representatives against any claim arising from violation of any such law, ordinance or regulation by himself or by his Subcontractor or his employees.

#### 4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Agreement, the CMAR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The CMAR shall at all times observe and conduct himself with strict discipline and shall enforce such strict discipline and good order among his employees. The CMAR shall not employ to perform the Work any unfit person or anyone not skilled in the task assigned to him. The CMAR and all workers employed by him shall have such skill and experience as will enable them to properly perform the duties assigned them. If, in the opinion of the Owner, the CMAR, or any person employed by the CMAR or a Subcontractor, does not perform the Work in a proper and skillful manner, or is

disrespectful, intemperate, disorderly, or otherwise objectionable, such person shall at the written request of the Owner be forthwith removed from the Project. If the person so removed is employed by the CMAR or a Subcontractor, such person shall be discharged and shall not be employed again on any portion of the Work without the written consent of the Owner. If the person so removed is the CMAR himself, the Owner may treat the incident giving rise to such removal as a breach of contract and may enforce any and all remedies for default provided herein. The CMAR shall furnish such suitable machinery, equipment, and construction forces as may be necessary, in the opinion of the Owner, for the proper prosecution of the Work. Failure to do so may cause the Owner to withhold all payments which have or may become due or the Owner may suspend the Work until his requests are complied with.

4.4.3 The risk of loss of the materials and equipment shall not pass to the Owner until final payment takes place. Title transfers to the Owner upon interim construction payments for such materials and equipment.

4.4.4 **Storage of Materials**

4.4.4.1 CMAR shall store materials to preserve their quality and fitness for the Work. When considered necessary by the Architect/Engineer or the Owner, the materials must be placed on wooden platforms or other hard, clean surfaces and not on the ground. The materials must be placed under cover when so directed. Stored materials shall be located so as to facilitate prompt inspection, and offsite storage shall be in an approved, bonded warehouse.

4.4.4.2 When approved by the Architect/Engineer, selected materials or products may be pretested and approved for use, provided they are stored in an area meeting the requirements set forth by the Architect/Engineer.

4.5 **WARRANTY**

The CMAR represents and warrants to the Owner and the Architect/Engineer that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that the Work will be of good quality, free from faults and defects, and in conformance with the Agreement. Any portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the CMAR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The CMAR further represents and warrants to the Owner that all items delivered and all services rendered will conform to the Agreement Documents, and will be of merchantable quality, good workmanship, and free from defects. The CMAR further agrees to provide copies of applicable warranties or guaranties to the Architect/Engineer, who shall forward to the Owner upon completion. Copies will be provided within ten (10) days after the Certificate of Substantial Completion is issued. Return of merchandise under warranty shall be at the CMAR's expense.

4.6 **TAXES**

The CMAR shall comply with the provisions set forth in the Agreement regarding all sales, consumer, use, and other similar taxes for the Work or portions thereof.

4.7 **PERMITS, FEES, AND NOTICES**

4.7.1 The CMAR shall cooperate with applicable city or other governmental officials at all times where their jurisdiction prevails. The CMAR shall secure and pay for the building permit (as applicable) and for all permits, permanent utilities and governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work which are legally required at the time the Bids are received. The Architect/Engineer will pay for TDLR review and inspection fees, site plan review and permit fees, and building permit review fees.

4.7.2 The CMAR shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work. The parties acknowledge that some of the ordinances, rules, regulations or orders of some public authorities may not be enforceable

against a County project.

4.7.3 If the CMAR observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, and regulations in any respect, he shall promptly notify the Architect/Engineer and Owner in writing, and any necessary changes shall be accomplished by appropriate modification, as described in the Agreement.

4.7.4 If the CMAR performs any Work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect/Engineer and the Owner, he shall assume full responsibility and shall bear all costs attributable thereto.

#### 4.8 **ALLOWANCES**

4.8.1 The CMAR shall include in the GMP all allowances stated in the Agreement Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the CMAR will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Agreement:

A. these allowances shall cover the cost to the CMAR, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

B. the CMAR's costs for unloading and handling on the site, labor, installation costs, and other expenses contemplated for the original allowance shall be included in the GMP and not in the allowance, and

C. whenever the costs are more than or less than the allowance, the GMP shall be adjusted accordingly by Change Order, as defined in the Agreement, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit, and other expenses.

#### 4.9 **SUPERINTENDENT**

The CMAR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the Owner and shall not be changed without written approval of the Owner. The superintendent shall represent the CMAR and all communications given to or by the superintendent shall be as binding as if given to or by the CMAR. Important communications shall be confirmed in writing.

#### 4.10 **CMAR'S WORK PROGRESS SCHEDULE**

The CMAR shall prepare and submit for the Owner's approval and Architect/Engineer's information a fully developed Work Progress Schedule ("WPS"), as such term is defined in the Agreement. The WPS shall relate to the entire Project as the Contract Documents require, and shall provide for expeditious and practicable execution of the Work. The WPS shall be in a format approved by the Owner and shall show the critical path through the project. The WPS shall directly relate to the Schedule of Values in a line-by-line manner. The CMAR shall adhere to the WPS. Should the CMAR depart more than seven (7) days from this schedule for the projected Substantial Completion Date, then CMAR shall deliver a plan to the Owner as to how CMAR shall reform his practices to return to the original WPS; or should the Owner allow, deliver a new WPS. The WPS shall be updated by the CMAR on a monthly basis (preceding each application for payment) and shall separately note any changes in logic and duration made since the previous update. Each update shall be submitted in electronic format as well as paper copy.

#### 4.11 **DOCUMENTS AND SAMPLES**

The CMAR shall maintain at the site for the Owner one record copy of the Plans and Specifications and any amendments related thereto or to other parts of the Agreement, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data, and Samples. These shall be available to the Architect/Engineer and the Owner and shall be delivered to the Architect/ Engineer for the Owner upon completion of the Work.

#### 4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 "Shop Drawings" shall mean drawings, diagrams, schedules, and other data specifically prepared for the Work by the CMAR or any Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

4.12.2 "Product Data" shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the CMAR to illustrate a material, product, or system for some portion of the Work.

4.12.3 "Samples" shall mean physical examples which illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged.

4.12.4 The CMAR shall review, approve and submit, in accordance with Section 01300, so as to cause no delay in the Work or in the Work of the Owner or any separate CMAR, all Shop Drawings, Product Data, and Samples required by the Agreement.

4.12.5 By approving and submitting Shop Drawings, Product Data, and Samples, the CMAR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Agreement.

4.12.6 The CMAR shall not be relieved of responsibility for any deviation from the requirements of the Agreement by the Architect/Engineer's or the Owner's approval of Shop Drawings, Product Data, or Samples under subparagraph 2.2.10 unless the CMAR has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The CMAR shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, or Samples by the Architect/Engineer's or the Owner's approval thereof.

4.12.7 No portion of the Work requiring submission of a Shop Drawing, Product Data, or Sample shall be commenced until the submittal has been approved by the Architect/Engineer and the Owner as provided in subparagraph 2.2. All such portions of the Work shall be in accordance with approved submittals.

#### 4.13 USE OF SITE

The CMAR shall confine operations at the site to areas permitted by law, ordinances, permits, and the Agreement and shall not unreasonably encumber the site with any materials or equipment. If the Owner contemplates more than one contractor being on the Owner's property, then the CMAR shall respect the sites designated for work by other contractors.

#### 4.14 CUTTING AND PATCHING OF WORK

4.14.1 The CMAR shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The CMAR shall not damage or endanger any portion of the Work or the work of the Owner or the work of any contractors by cutting, patching or otherwise altering any work, or by excavation. The CMAR shall not cut or otherwise alter the work of the Owner or any other contractor except with the written consent of the Owner and of such other contractor. The CMAR shall not unreasonably withhold from the Owner or any other contractor his consent to cutting or otherwise altering the

Work.

#### 4.15 **CLEANING UP**

- 4.15.1 The CMAR at all times shall keep the worksite free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.
- 4.15.2 If the CMAR fails to clean up at the completion of the Work, the Owner may do so as provided in paragraph 3.4 and the cost thereof shall be charged to the CMAR.

#### 4.16 **COMMUNICATIONS**

The CMAR shall forward all communications to the Owner with information copy to the Architect/Engineer. Requests for technical information may be forwarded directly to the Architect/Engineer with information copy to the Owner. The CMAR shall advise the Architect/Engineer and the Owner of coordination needs with other contractors on the Owner's property.

#### 4.17 **ROYALTIES AND PATENTS; INTELLECTUAL PROPERTY INDEMNIFICATION**

- 4.17.1 The CMAR shall pay all royalties and license fees. If the CMAR has reason to believe that the design, process, or product specified is an infringement of a patent or other proprietary or intellectual property right of any third party, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing. The CMAR warrants that all applicable patents, copyrights or other proprietary or intellectual property rights of any third party which may exist on items that will be supplied under the Agreement have been adhered to and further warrants that the Owner shall not be liable for any infringement of those rights. Warranties granted the Owner shall apply for the duration of this Agreement or for the life of equipment or supplies purchased, whichever is longer. The Owner must not extend use of the granted exclusive rights to any party other than the Owner's employees or those persons with whom the Owner has established a relationship aimed at furthering the public interest, and then only for official public uses. The Owner will not knowingly or intentionally violate any applicable patent, license, copyright or other proprietary or intellectual property right of any third party.
- 4.17.2 **CMAR SHALL PROTECT, DEFEND AND INDEMNIFY OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSSES ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHT THAT ARISE OUT OF ANY OF THE WORK PERFORMED BY CMAR OR THE USE BY CMAR, OR BY OWNER AT THE DIRECTION OF CMAR, OF ANY ARTICLE OR MATERIAL. UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CMAR AND CMAR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CMAR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF OWNER'S OR A/E'S DESIGN OF ARTICLES OR THEIR USE IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CMAR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.**

#### 4.18 **GENERAL INDEMNIFICATION**

- 4.18.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, THE CMAR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS OFFICIALS, AGENTS AND EMPLOYEES FROM**

**AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND LIABILITY OF ANY KIND INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, OR PROVISION OF GOODS BY CMAR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS, CAUSE OF ACTION, SUIT, JUDGMENT OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CMAR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT THE INJURY, DEATH, DAMAGE CLAIM, LOSS, OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OR INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS PARAGRAPH.**

4.18.2 In any and all claims against the Owner or any of their agents or employees by any employee of the CMAR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 4.18 shall not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable by or for the CMAR or any Subcontractor under workers' or workmen's compensation acts, disability benefits acts, or other employee benefit acts.

#### 4.19 **RESPONSIBILITY FOR DAMAGE CLAIMS**

4.19.1 IN ADDITION, THE CMAR AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE OWNER, ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ATTORNEYS' FEES, ACTION OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY AND ALL INJURIES, DEATH OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY IN CONSEQUENCE OF ANY NEGLIGENCE, ERROR OR OMISSION IN THE PERFORMANCE OF THE AGREEMENT BY THE CMAR AND FROM ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE WORKERS' COMPENSATION LAWS, THE TEXAS CIVIL PRACTICE & REMEDIES CODE SECTION 101.002, ET SEQ. (TEXAS TORT CLAIMS ACT) OR ANY OTHER LAWS WHETHER HE IS WHOLLY OR PARTIALLY AT FAULT. HE SHALL FURTHER SO INDEMNIFY AND BE RESPONSIBLE FOR ANY AND ALL INJURIES, DEATH OR DAMAGES SUSTAINED BY ANY PERSON OR LIABILITY OR DAMAGES TO PROPERTY OF ANY CHARACTER OCCURRING OR RESULTING FROM ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT ON HIS PART IN THE MANNER OR METHOD OF EXECUTING THE WORK; OR FROM FAILURE TO PROPERLY EXECUTE THE WORK; OR FROM DEFECTIVE WORK OR MATERIALS.

4.19.2 The CMAR shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to the Commissioners' Court.

4.19.3 The CMAR's attention is directed to the fact that all hidden utilities and installations as may be shown on the plans have been taken from the best available information. The Owner makes no representations that information provided is complete or accurate. There may be other utilities or installations. The CMAR shall proceed with appropriate caution and shall save and hold harmless the Owner from any and all suits or claims resulting from damage by his operations to any pipeline or underground installation.

#### 4.20 **WAGE RATES**

4.20.1 The CMAR is required to pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the CMAR because of payment by the CMAR of any wage rates in excess of the applicable minimum rate

contained in the Prevailing Wage Schedule.

4.29.2 Pursuant to the provisions of Chapter 2258, Texas Government Code, the CMAR shall forfeit as a penalty to the Owner, sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated minimum rates for any work done under the Agreement, by him, or by any Subcontractor under him. The CMAR and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics paid less than the said stipulated minimum rates for any work done under the Agreement, by him, or by any Subcontractor under him. The CMAR and each Subcontractor shall keep, or cause to be kept, accurate records showing the names and occupations of all laborers, workmen and mechanics employed in connection with the Work, and showing also the actual per diem wages paid to such workers, which record shall be open at all reasonable hours for the inspection by the Owner. In the event of any such wage rate violation, the penalty shall be in addition to the proper restitution of wages. The restitution may become a condition of future payment by the Owner.

4.20.3 Certain public works require under the minimum wage schedule to list not only "Building Construction" wage rates but also "Incidental Paving and Utilities" wage rates. The CMAR's attention is called to the fact that all classes of work within the area of the building shall be paid "Building Construction" wage rates. ~~A set of the applicable labor rates for public works projects is set forth in the front end of the RFP.~~

4.21 **CLAIMS FOR DAMAGES**

Should the CMAR suffer injury or damage to person or property because of any act or omission of the Owner or of any of his employees, agents, or others for whose acts he is legally liable, the claim shall be made in writing to the Owner within ten (10) calendar days after the first observance of such injury or damage.

4.22 **INDEPENDENT CONTRACTOR**

The Parties expressly acknowledge and agree that CMAR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. No employee of CMAR shall be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies. Both parties expressly acknowledge and agree that none of CMAR'S employees have a contractual relationship with the COUNTY.

**ARTICLE 5**

**SUBCONTRACTORS**

5.1 **DEFINITION**

5.1.1 "Subcontractor" is defined in Article 2 of the Agreement.

5.1.2 A "Sub-subcontractor" means a person or entity who has a direct or indirect contract with a Subcontractor or another Sub-subcontractor to perform any of the Work. The term Sub-subcontractor is referred to as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 **AWARD OF SUBCONTRACT AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.2.1 The CMAR's identification of, Owner's objection to, and proposed substitution of Subcontractors shall comply with Article 5 of the Agreement.

### 5.3 SUBCONTRACTUAL RELATIONS

By an appropriate written agreement, the CMAR shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CMAR by the terms of the Agreement, and to assume toward the CMAR all the obligations and responsibilities which the CMAR, by the Agreement, assumes toward the Owner and the Architect/Engineer. The agreement shall preserve and protect the rights of the Owner and the Architect/Engineer under the Agreement with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice the Owner's nor the Architect/Engineer's rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the CMAR-Subcontractor agreement, the benefit of all rights, remedies, and redress against the CMAR that the CMAR, by the Agreement, has against the Owner. Where appropriate, the CMAR shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The CMAR shall make available to each proposed Subcontractor, prior to the execution of the subcontract, a copy of the Agreement to which the Subcontractor will be bound by this paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Agreement. Each Subcontractor shall similarly make copies of such documents available to his Sub-subcontractors.

## ARTICLE 6

### **WORK BY THE OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 THE OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS**

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and award separate contracts in connection with other portions of the Project.
- 6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Agreement in each case shall mean the Contractor who executes such separate Agreement for Construction Services.
- 6.1.3 The CMAR shall coordinate the Work with other contractors and with the Owner and the Owner's labor crews.

#### **6.2 MUTUAL RESPONSIBILITY**

- 6.2.1 The CMAR shall afford the Owner and other contractor's reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Agreement.
- 6.2.2 If any part of the Work depends for proper execution or results upon the work of the Owner or any other contractor, the CMAR shall, prior to proceeding with the Work, promptly report to the Architect/Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the CMAR so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work.
- 6.2.3 CMAR may share responsibility for defective work not reported, yet known by CMAR to be deficient.
- 6.2.4 Should the CMAR wrongfully cause damage to the Work or property of the Owner, or to other work on the site, the CMAR shall promptly remedy such damage as provided in subparagraph 10.2.5.
- 6.2.5 Should the CMAR wrongfully cause damage to the Work or property of any other contractor, the CMAR shall upon due notice promptly attempt to settle with such other contractor by agreement,

or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the Owner on account of any damage alleged to have been caused by the CMAR, the Owner shall notify the CMAR who shall defend such proceedings at the CMAR's expense. If any judgment or award against the Owner arises therefrom the CMAR shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or other costs which the Owner has incurred. The Owner shall have the right to select counsel for any such defense.

### 6.3 THE OWNER'S RIGHT TO CLEAN UP

If a dispute arises between the CMAR and other contractors as to their responsibility for daily and other periodic cleaning up as required by paragraph 4.15, the Owner may clean up and charge the cost thereof to the contractors the Owner determines responsible therefor.

## ARTICLE 7

### TESTING

- 7.1 If the Agreement, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the CMAR shall give the Owner and Architect/Engineer timely notice of its readiness so the Owner and Architect/Engineer may observe such inspection, testing, or approval. The CMAR shall bear all costs of such inspections, tests, or approvals required by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests, or approvals. The CMAR acknowledges and agrees that Loc. Gov't Code § 271.118 requires that the Owner must provide or contract for, independently of the CMAR, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the Owner. The Owner shall select those services in accordance with Section 2254.004, Gov't Code.
- 7.2 If the Architect/Engineer determines that any portion of the Work requires special inspection, testing, or approval which paragraph 7.1 does not include, he will, upon written authorization from the Owner, instruct the CMAR to order such special inspection, testing or approval, and the CMAR shall give notice as provided in paragraph 7.1. The Owner shall bear the costs of such tests, and an appropriate amendment shall be issued.
- 7.3 If any special inspection or testing reveals a failure of the Work to comply with the requirements of the Agreement, the CMAR shall bear all costs thereof and of any subsequent testing, including compensation for the Owner and Architect/Engineer's additional services made necessary by such failure.
- 7.4 Required certificates of inspection, testing or approval shall be requested by the CMAR and promptly delivered by him to the Architect/Engineer. After reviewing the certificates of inspection, the Architect/Engineer will forward the certificates to the Owner with approvals or recommendations as appropriate.
- 7.5 If the Architect/Engineer is to observe the inspections, tests, or approval required by the Agreement, he will do so promptly and, where practicable, at the source of supply.
- 7.6 The Architect/Engineer may require materials to be inspected, tested and approved before being incorporated in the Work. Any of the Work in which such materials are used without prior required test and approval or written permission of the Architect/Engineer may be ordered removed and replaced at the CMAR's expense. The selection of the method of testing shall be designated by the Owner. When requested, the CMAR shall furnish a complete written statement of the origin, composition, and/or manufacture of any or all materials that are to be used in the Work. The Owner may contract with an independent testing laboratory to perform field testing. Where the CMAR notifies the Owner of scheduled Work requiring sampling and testing and the CMAR cancels the Work for any reason whatsoever after the laboratory personnel have departed

their office for the project site, the testing laboratory shall bill the Owner for their time and travel expenses and the Owner shall deduct said charges from amounts due the CMAR.

## 7.7 PLANT INSPECTION

If the volume of the Work, Progress Schedule, and other considerations warrant, the Architect/Engineer may undertake the inspection of materials at the source. It is understood, however, that no obligation is assumed to inspect materials in that manner.

Plant inspection will be undertaken only upon condition that:

- (a) The cooperation and assistance of the CMAR and the producer with whom he has contracted for materials is assured.
- (b) The representative of the Architect/Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials ordered.
- (c) Where inspection requirements are such that it is necessary to use scales, measures and/or other equipment which may be required by the Architect/Engineer for the control of production and use of materials, the CMAR shall be responsible for furnishing and calibrating such equipment.
- (d) In those cases where inspection of any item is requested for periods other than daylight hours, it shall be provided under the following conditions:
  - (1) Continuous production of materials for the Owner's use is necessary due to the production volume being handled by the plant.
  - (2) The lighting provided by the plant is approved by the Architect/Engineer to be adequate to allow satisfactory inspection of the material being produced.
- (e) Materials produced under the Owner's inspections will be for the Owner's use only unless released in writing by the Architect/Engineer.

## 7.8 PRETESTED MATERIALS

Subject to conditions established in a written agreement between a supplier and the Architect/Engineer, pretested and approved materials may be incorporated into the Work.

## 7.9 SOURCES OF SUPPLY AND QUALITY OF MATERIALS

- 7.9.1 The Architect/Engineer shall approve the source of supply of each of the materials before delivery is started. At his option, the Architect/Engineer may sample and test materials to determine compliance with the Agreement Documents before delivery is started. If it is found after testing that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the CMAR shall furnish materials from other approved sources. Only materials conforming to the requirements of the Agreement Documents and approved by the Architect/Engineer shall be used in the Work. All materials being used are subject to inspection or test at any time during their preparation or use. Any material which has been tested and accepted at the source of supply may be subjected to a check test after delivery and all materials which, when retested, do not meet the requirements of the Specifications, will be rejected. No material which after approval has in any way become unfit for use shall be used in the Work.

If, for any reason, the CMAR selects a material which is approved for use by the Architect/Engineer by sampling and testing or other means, and then decides to change to a different material requiring additional sampling and testing for approval, the expense for such sampling and testing may be deducted from any monies due or to become due to the CMAR.

- 7.9.2 Where reference is made to the test procedures, ASTM, AASHTO or bulletins for the quality of materials or sampling and testing, the latest standard, tentative standard or bulletin issued prior to the date of the Bid shall govern.
- 7.9.3 If it is the normal trade practice for manufacturers to provide warranties or guaranties for the materials and equipment provided herein, the CMAR shall turn over and/or pass through the guarantees and warranties over to the Architect/Engineer. The scope and extent of such warranties or guaranties will not be a factor in selecting the successful Bidder.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

- 8.1.1 Unless otherwise provided, the "Contract Time" is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in subparagraph 8.1.3, including authorized adjustments thereof.
- 8.1.2 The "Date of Commencement" of the Work is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Agreement or such other date as may be established therein.
- 8.1.3 The date of "Substantial Completion" of the Work or designated portion thereof is the date approved by the Owner and certified by the Architect/Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended. A Certificate of Occupancy or Temporary Certificate of Occupancy, issued by the governing authority, is required for Substantial Completion unless waived by the Owner.
- 8.1.4 The word "day" as used in the Contract Documents shall mean a calendar day.

#### **8.2 PROGRESS AND COMPLETION**

- 8.2.1 Time is of the essence in the performance of the Agreement.
- 8.2.2 The CMAR shall begin the Work on the Date of Commencement. The CMAR shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **8.3 DELAYS AND EXTENSIONS OF TIME**

- 8.3.1 When a delay defined herein as excusable prevents the CMAR from completing the work within the Contract Time, the CMAR shall be entitled to an extension of time, and in certain instances to compensation for the direct cost of delay, as set forth in 8.3.1.3. The Contract Time shall be extended by the number of calendar days lost by reason of excusable delay, as measured by the CMAR's Work Progress Schedule (or current update). All extensions of time shall be given in calendar days. In no event will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the Project completion date.

8.3.1.1 Time Extensions for weather days shall be granted in accordance with Section 018000.

8.3.1.2 Non-Weather Excusable Non-compensable Delay. The CMAR shall be entitled only to an extension of time for unforeseen delays not within the control of or arising from the fault of either the CMAR or the Owner caused by the following:

- a. Strikes and labor disputes that cause unusual delay to the Work onsite or to the delivery of materials or equipment to be incorporated into the Work;

- b. Physical damage to the work caused by circumstances beyond the control of the CMAR;
- c. War, acts or threats of terrorism, civil unrest, or insurrection;
- d. Other unforeseeable causes beyond the control of either the CMAR or the Owner.

8.3.1.3 Excusable Compensable Delay. The CMAR shall be entitled to an equitable adjustment of cost as well as a time extension for delays caused by the following:

- a. Failure of the Owner or the Architect/Engineer to take timely actions as required under the Contract Documents, or to provide information required by the Contract Documents and necessary for the CMAR to proceed with the Work in a timely manner;
- b. Detrimental or obstructive actions of separate contractors employed by the Owner;
- c. Failure of the Owner to provide access to the Work site as provided in this Agreement;
- d. Failure of the Owner to provide materials which are to be furnished by the Owner, as required under the Contract Documents, consistent with the Work Progress Schedule;
- e. Errors or omissions in design which the Architect/Engineer corrects by means of Change Order(s);
- f. Unanticipated physical conditions at the Site which the Architect/Engineer corrects by means of Change Order(s);
- g. Owner requested Change Orders;
- h. Suspensions for cause under 8.3.1.4 which are determined not to have been within the control of the CMAR; or
- i. Suspensions for convenience under 8.3.1.5 which prevents the CMAR from completing the Work within the Contract Time.

The CMAR's compensation in the event of such delays, items 8.3.1.3.a – i above, shall be the cost of extended general conditions for the period of delay. Extended general conditions costs incurred solely as a result of the delay shall be determined pursuant to Article 12.

8.3.1.4 Suspension of Work for Cause. The Owner may, at any time without prior notice, suspend all or any part of the Work, if, in the Owner's sole discretion, it is considered reasonably necessary to do so to prevent or correct any condition of the Work, which constitutes an immediate safety hazard, or which may reasonably be expected to impair the integrity, usefulness or longevity of the Work when completed. The Owner shall give the CMAR a written notice of suspension for cause, setting forth the reason for the suspension and identifying the Work to be suspended. Upon receipt of such notice, the CMAR shall immediately stop the Work so identified. As soon as practicable following the issuance of such a notice, the Owner, with the assistance of the Architect/Engineer, shall initiate and complete an investigation of the circumstances giving rise to the suspension, and shall issue a written determination of their cause. The CMAR will not be entitled to an extension of time or compensation for delay resulting from a suspension if the Owner's investigation determines that the cause was within the control of the CMAR. If the cause is determined not to have been within the control of the CMAR, and the suspension prevents the CMAR from completing the Work within the Contract Time, the suspension is an Excusable Compensable Delay. Suspensions of work under this provision shall be no longer than is reasonably necessary to identify and remedy the conditions giving rise to the suspension.

8.3.1.5 Suspension of Work for Owner's Convenience. Upon seven (7) Construction days' prior written notice to the CMAR, the Owner may at any time without breach of the Agreement suspend all or any portion of the Work for a period of up to thirty (30) days for its own convenience. The Owner shall give the CMAR a written notice of suspension for convenience, which shall set forth the number of days for which the Work, or any portion of it, will be suspended, and the date on which the suspension of Work shall cease. When such a suspension prevents the CMAR from completing the Work within the

Contract Time, it is Excusable Compensable Delay. A notice of suspension for convenience may be modified by the Owner at any time on seven (7) calendar days' prior written notice to the CMAR. If the Owner suspends the Work for its convenience for more than sixty (60) consecutive calendar days, the CMAR may elect to terminate the Agreement pursuant to the provisions of Article 14.

8.3.1.6 Concurrent Delay. When the completion of the Work is simultaneously delayed by more than one of the categories described under 8.3.1, the CMAR will be entitled to a time extension only for the period of concurrent delay determined to be excusable and will be entitled to compensation only for the period of concurrent delay determined to be excusable and compensable.

8.3.1.7 Except as expressly provided under 8.3.1, the CMAR shall not be entitled to an extension of the Contract Time, and shall bear all responsibility for financial risks which may accrue from various causes of delay in the construction progress.

8.3.2 Any request for extension of time shall be made in writing to the Owner not more than five (5) business days after the commencement of the delay; otherwise, it shall be waived. Such request shall state the nature of the delay, activities potentially affected, and shall be accompanied by sufficient written evidence to document the delay. In the case of a continuing delay only one (1) request is necessary. The CMAR shall provide an estimate of the probable effect of such delay on the progress of the Work. A conference shall be held between the CMAR and Owner within five (5) business days of the commencement of the delay to establish a proposed new Work Progress Schedule for the Work.

8.3.2.1 Contents of Time Extension Requests. Each time extension request shall be accompanied by a quantitative demonstration of the impact of the delay on Project completion time, based on the current Work Progress Schedule. Time extension requests shall include a reasonably detailed narrative setting forth (1) the nature of the delay and its cause, (2) the basis of the CMAR's proposed entitlement to a time extension, (3) documentation of the actual impacts of the delay, and any concurrent delays, (4) description and documentation of steps taken by the CMAR to mitigate the effect of the delay, including, when appropriate, the modification of the Work Progress Schedule, and (5) such other information that the CMAR considers necessary to justify its request for an extension of time. No time extensions shall be granted for delays that do not affect the Project completion time.

8.3.2.2 Owner's Response. The Owner shall respond to the time extension request by providing to the CMAR written notice of the number of days granted, and giving its reason if this number differs from the number of days requested by the CMAR. A Change Order reflecting the extension of time shall be executed by the parties in accordance with Article 12 and the extension of time is effective on the date the Change Order is approved.

8.3.3 All changes to the Contract Time or GMP made as a result of such requests shall be by Change Order, as provided under Article 12.

#### 8.4 FAILURE TO COMPLETE WORK ON TIME

8.4.1 The Contract Time for the completion of the Work is an essential element of the Agreement. The CMAR's failure to complete the Work within such time will cause damage to the Owner.

8.4.2 Should the CMAR fail to complete the Work within the Contract Time, including all officially approved extensions thereto, the Owner shall collect from the CMAR or deduct from any funds owed him the amount named as liquidated damages in the Contract Documents.

It is agreed that the County's actual damages would be extremely difficult, impractical, or impossible to calculate and, therefore, the amount of liquidated damages, as set forth in the GMP Proposal is agreed to be a reasonable estimate of the County's actual damages and will be retained as liquidated damages and not as a penalty. Liquidated damages will be in the amount

of \$2,000 for each day past the date established for Substantial Completion of the CMAR's Work on the Project.

- 8.4.3 After the Substantial Completion inspection by the Owner, the CMAR will be allowed sixty (60) days within which to correct all deficiencies listed in the inspection Punch List, unless extended by mutual agreement. Failure of the CMAR to complete such corrections within the stipulated time will be reported to the CMAR's surety for correction. In the event there is no surety, the Owner may initiate action to complete corrective work out of the remaining Agreement funds in accordance with paragraph 3.4 and 14.1.

## 8.5 **FORCE MAJEURE**

If the performance by either party of any of its obligations under the Agreement is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to the Agreement, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### 9.1 **GMP (Guaranteed Maximum Price)**

9.1.1 The GMP is defined and described in the Agreement between Travis County, Texas and CMAR and, including authorized adjustments thereto, is the total amount payable by Owner to the CMAR for the performance of the Work under the Contract Documents.

9.1.2 The Project will be bid out to subcontractors at or near the 100% Construction Document Phase. The CMAR will include a CMAR Contingency in its GMP equal to a percentage of the Cost of the Work. The exact percentage will be the percentage proposed by the CMAR in the CMAR's RFP response. All buy-out savings post-GMP will be transferred into the CMAR Contingency. All transfers out of the CMAR Contingency to cover any Project cost will require Owner approval, which will not be unreasonably withheld. At Final Completion any and all unused CMAR Contingency funds will be kept by the Owner.

### 9.2 **SCHEDULE OF VALUES**

9.2.1 Before the first Application for Payment, as defined herein, the CMAR shall submit to the Architect/Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or the Architect/Engineer may require. This schedule, unless objected to by the Owner or the Architect/Engineer, shall be used only as a basis for the CMAR's Applications for Payment.

### 9.3 **APPLICATIONS FOR PAYMENT**

9.3.1 At least five (5) days before the date for each progress payment established in the Agreement, the CMAR shall submit to Owner an itemized "Application for Payment", dated and substantiated, as the Owner may require, reflecting retainage as provided elsewhere in the Contract Documents.

9.3.2 Payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site. If approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the CMAR of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.3.3 The CMAR warrants that title to all Work, materials, and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the CMAR, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials, or equipment covered by an Application for Payment will have been acquired in the CMAR's behalf, or by any other person performing Work at the site or furnishing materials and equipment for the Project. Rather, the purchase shall be in the Owner's behalf.

#### 9.4 CERTIFICATES FOR PAYMENT

9.4.1 Owner will, within five (5) days after the receipt of the CMAR's Application for Payment, either certify his approval and forward the Application for Payment, with a copy to the CMAR, for such amount as the OWNER determines is properly due, or notify the CMAR in writing his reasons for withholding a Certificate for Payment as provided in subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by Owner, based on his observations at the site as provided in the Contract Documents and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the CMAR is entitled to payment in the amount certified. This certification is subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion of the Work, and to any specific qualifications stated in the Certificate for Payment. However, by issuing a Certificate for Payment, Owner shall not thereby be deemed to represent that he had made continuous on-site inspections to check the quality or quantity of the Work or that he has made any examination to ascertain how or for what purpose the CMAR has used the monies previously paid on account of the GMP.

#### 9.5 PROGRESS PAYMENTS

9.5.1 After Owner has received the Application for Payment, the Owner shall make payment within thirty (30) days. Objections to payment shall be for any incurred breach of the Contract Documents by the CMAR, including, but not limited to, the specific grounds for withholding payment set forth in subparagraph 9.6.1. The Owner shall retain not less than five percent (5%) of each payment until final completion and acceptance of all Work covered by the Agreement unless the retainage amount is reduced following Substantial Completion subject to paragraph 9.8.2.

9.5.2 The CMAR shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the CMAR on account of such Subcontractor's work, the amount of which said Subcontractor is entitled, reflecting the percentage actually retained, from payments to the CMAR on account of such Subcontractor's work. The CMAR shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner. All payments to Subcontractors and Sub-subcontractors shall be made within ten (10) days of receipt of payment for work claimed in an Application for Payment that Subcontractor or Sub-subcontractor performed. Such Application for Payments shall designate the dollar amount of work which Subcontractor or Sub-subcontractor provided to allow for the Owner's tracking of Historically Underutilized Business (HUB) requirements.

9.5.3 The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentage of completion or the amounts applied for by the CMAR and the action taken thereon by the Architect/Engineer and the Owner on account of work done by such Subcontractor.

9.5.4 Neither the Owner nor the Architect/Engineer shall have any obligations to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for Payment, nor any Progress Payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

## 9.6 PAYMENTS WITHHELD

9.6.1 Owner may decline to certify payment and may withhold his Certificate for Payment in whole or in part, to the extent reasonably necessary, if in his opinion he is unable to make representations to the Owner as provided in subparagraph 9.4.2. In such situations, Owner will notify the CMAR as provided in subparagraph 9.4.1. If the CMAR and Owner cannot agree on a revised amount, Owner will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. Owner may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims;
3. failure of the CMAR to make payments properly to Subcontractors or for labor, materials, or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP;
5. damage to the Owner or another Contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time;
7. failure to carry out the Work in accordance with the Contract Documents; or
8. failure of the CMAR to correct any serious violation (as determined the Travis County Project Safety Manager) of OSHA standards or non-compliance with Article 10 - Protection of Persons and Property.

9.6.2 When the above grounds in subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

## 9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not issue a Certificate for Payment, through no fault of the CMAR, within seven (7) days after receipt of the CMAR's Application for Payment, or if the Owner does not pay the CMAR within thirty-seven (37) days of receipt of the Application for Payment, then the CMAR may, upon ten (10) additional days' written notice to the Owner, commencing upon Owner's receipt of such notice, stop the Work until payment of the amount owing has been received.

The GMP shall be increased by the amount of the CMAR's reasonable costs of shut-down, delay, and start-up, which shall all be effected by appropriate Change Order in accordance with paragraph 12.3.

## 9.8 SUBSTANTIAL COMPLETION

9.8.1 When the CMAR considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in subparagraph 8.1.3, the CMAR shall prepare for submission to the Owner and the Architect/Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the CMAR to complete all Work in accordance with the Contract Documents. When the Owner and the Architect/Engineer, on the basis of an inspection, determine that the Work or designated

portion thereof is substantially complete, the Architect/Engineer will then prepare a "Certificate of Substantial Completion" which shall show the date of Substantial Completion established by the Owner, shall state the responsibilities of the Owner and the CMAR for security, maintenance, heat, utilities, damage to the Work, and insurance, and the time within which the CMAR shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the CMAR and Owner for their written acceptance of the responsibilities assigned to them in such Certificate of Substantial Completion.

- 9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the CMAR and certification by the Architect/Engineer, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents or shall notify the CMAR in writing of any objections to payment within the time provided in the Contract Documents for payment. Objections to payment shall be for any uncured breach of the Contract Document by the CMAR, including, but not limited to, the specific grounds for withholding payment set forth in paragraph 9.6.1.

## 9.9 FINAL COMPLETION AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Agreement fully performed, he will promptly issue a final Certificate for Payment stating that on the basis of his observations, and inspections the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the CMAR, and noted in said final Certificate for Payment is due and payable. The Architect/Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractors being entitled to final payment as set forth in subparagraph 9.9.2 have been fulfilled.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the CMAR submits to the Architect/Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Owner, another date establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the CMAR may furnish a bond satisfactory to the Owner to indemnify Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the CMAR shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.
- 9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the CMAR or by the issuance of Change Orders affecting final completion, and the Architect/Engineer so confirms, the Owner shall, upon application by the CMAR and certification by the Architect/Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in paragraph 9.9.2, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CMAR to the Architect/Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment.
- 9.9.4 The acceptance of final payment shall constitute a waiver and release of all claims as set forth in Article 9 of the Agreement.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY REGULATIONS**

10.1.1 It shall be the duty and responsibility of the CMAR to be familiar with and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et seq., the Occupational Safety and Health Act of 1970. (OSHA) and all amendments thereto, and to strictly enforce and comply with all of the provisions of the Act.

10.1.2 The CMAR shall have a copy of the current applicable OSHA safety and health regulations on site.

10.1.3 CMAR shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations by the CMAR or Sub-contractor.

#### **10.2 SAFETY OF PERSONS AND PROPERTY**

The Provisions of this Article 10 shall be referred to collectively as the "Safety Program".

10.2.1 The CMAR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the CMAR or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 The CMAR shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority or authority having jurisdiction bearing on the safety of persons or property for their protection from damage, injury, or loss.

10.2.3 The CMAR shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the CMAR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The CMAR shall promptly remedy all damage or loss to any property referred to in paragraph 6.2.4 and clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the CMAR, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the CMAR is responsible under clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CMAR. The foregoing obligations of the CMAR are in addition to his obligations under paragraph 4.18.

10.2.6 The CMAR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents.

10.2.7 The CMAR shall not load or permit any part of the Work to be loaded so as to endanger the safety of the CMAR or the work.

### 10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the CMAR shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the CMAR on account of emergency work shall be determined as provided in Article 12 Changes in Work.

### 10.4 CMAR DUTIES FOR SAFETY PROGRAM

10.4.1 The CMAR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. This requirement applies continuously and is not limited to normal working hours.

10.4.2 Temporary items such as, but not limited to; scaffolding, staging, lifting, and hoisting devices, barricades, and safety and construction procedures necessary for completion of the Project shall be the responsibility of the CMAR and his sub-contractors and shall comply with all applicable codes and regulations. It shall not be the responsibility of the Owner, Project Safety Manager, as defined herein, or their representatives to determine if the CMAR, a sub-contractor or their representatives are in compliance with the aforementioned regulations.

### 10.5 SAFETY PLANNING

10.5.1 The effectiveness of the Safety Program depends upon the active participation and sincere cooperation of all Contractors' employees and the coordination of their efforts in carrying out the following basic responsibilities. It shall be the responsibility of all Contractors to:

1. Properly plan all work to eliminate personal injury, property damage, and the loss of productive efforts.
2. Establish and maintain a system for early detection and correction of unsafe practices and conditions.
3. Provide adequate protection for adjacent public and private properties and to ensure the safety of the public at all times.
4. Establish and conduct safety education programs designed to gain, stimulate and maintain the interest and active participation of all employees through:
  - A. Safety meetings and communication.
  - B. Investigation of accidents/incidents that have caused or could cause injuries and damage to determine the cause and the taking of necessary corrective actions.
  - C. Use of proper work procedures, personal protective equipment and mechanical guards.
  - D. Safety instruction for individual employees and safety training programs.
  - E. Maintenance of records of accidents, incidents and losses and development of injury/losses experience summaries.

### 10.6 ADMINISTRATION AND ORGANIZATION

10.6.1 Travis County will designate an Owner's representative to act as the "Project Safety Manager". The Project Safety Manager will:

1. Interpret regulations and Agreement requirements as they apply to the safety and health of persons on the Work site.
2. Perform regular inspections of the Work areas to monitor and enforce Contractor compliance with the Safety Program.
3. Stop any unsafe work practices in progress.
4. Report all accidents immediately to Owner and the Travis County Risk Manager.
5. Identify hazards and their mitigation.
6. Attend all meetings that can impact safety.
7. Be a resource for safety and health to all entities involved in the construction Project.

10.6.2 All Contractors and Sub-contractors working on the Project shall designate an experienced and competent onsite "Safety Representative".

1. The name of the onsite Safety Representative will be provided to the Owner and the Project Safety Manager prior to the CMAR or Sub-contractor starting Work at the job site.
2. The Safety Representative shall have successfully completed the 10-hour minimum OSHA construction safety-training course prior to commencement of the Work.
3. The CMAR shall submit a copy of its training certificates, issued by the training organization, as evidence of completion of the aforementioned safety training courses to the Owner and the Project Safety Manager prior to commencement of the Work.
4. The Safety Representative shall be responsible for implementing the Safety Program, ensuring that job site safety requirements and procedures are being accomplished, conducting safety inspections of Work being performed, conducting weekly safety meetings with craft employees and submitting reports as identified in the Contract Documents.
5. The Safety Representative shall have the authority to correct unsafe acts or conditions.
6. The Safety Representative shall be responsible for a continuing survey of its operations, to ensure that the probable causes of injury or accident are controlled and that operating equipment, tools and facilities are used, inspected and maintained as required by applicable safety and health regulations.
7. The Safety Representative shall make frequent and regular inspections of the job site. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.

10.6.3 CMAR Construction Safety Responsibilities

1. All Contractors, Subcontractors and Sub-subcontractors working on this Project shall comply with this Safety Program and shall be responsible for its implementation and for providing the means and methods required for compliance.
2. The CMAR shall furnish all information concerning safety of his operation on the Project as may be reasonably required by Owner or the Project Safety Manager.
3. The CMAR shall develop, present, ensure attendance and successful completion of each Contractor and Sub-contractor worker in a Site Specific Safety Orientation prior to their deployment on the jobsite and start of Work. The training will include topics specific to the scope of Work including:
  - Procedures for emergency evacuation

- Hazardous material used on the job site.
  - Proper work attire
  - Personal protective equipment
  - Reporting injuries and accidents
  - Stopping/restarting work in an imminently hazardous situation
4. The CMAR shall instruct each employee on the job site in the recognition and avoidance of unsafe acts and/or conditions applicable to the Work environment to control or eliminate injury or illness. The CMAR shall enforce the Project and statutory safety rules with its employees.
  5. The CMAR is responsible for notifying Owner of any hazardous chemicals or substances that are brought or caused to have been brought on the job site. The CMAR is responsible for the legal storage, use and disposal of waste of any hazardous chemicals or substances.
  6. The CMAR shall provide Owner with a copy of CMAR's "Hazard Communication Program" and the "Material Safety Data Sheet(s)" (MSDS) for the chemical(s) or substance(s) intended for use on the site. A bookcase, centrally located, will be dedicated for this information. The CMAR is responsible for keeping this information current.
  7. The CMAR and any subcontractors so notified shall make all reasonable efforts to correct unsafe conditions or acts. Satisfactory corrective action shall be taken within the specified abatement time. If the Sub-contractor refuses to correct unsafe or unhealthy conditions or acts, or eliminate fire hazards, Owner may take steps in accordance with the Agreement.
  8. The CMAR shall require each of his Subcontractors (all tiers), vendors and suppliers to abide by the Project safety and health requirements.
  9. The CMAR shall not load or permit any part of the Work to be loaded so as to endanger the safety of the CMAR or the Work.
  10. The CMAR shall provide to Owner and Project Safety Manager an emergency on-call phone number, suitable to contact the CMAR's representative 24 hours a day, seven days a week, during the duration of the Agreement and Work.
  11. Tool Box Training – The CMAR and Subcontractors will hold weekly safety training in their work area with their entire crew.

## 10.7 STOPPING AND RESTARTING WORK

10.7.1 The Owner shall have the right to stop Work whenever safety violations are observed which could imminently jeopardize the well-being of personnel and equipment. The expense of any such Work stoppage and resultant standby time shall be charged to the CMAR and deducted from the next Application for Payment.

10.7.2 Work that has been stopped for safety reasons can only be restarted when the full corrective action have been implemented and the hazardous conditions or actions no longer exist. The decision to restart the Work will be made with the concurrence of Owner, the Project Safety Manager, the CMAR and his affected Sub-contractor(s) and will be documented in writing.

## 10.8 SPECIFIC SAFETY REQUIREMENTS

### 10.8.1 Fall Protection

1. At no time shall any employee be exposed to the potential of a fall of six (6) feet or more without using required fall protection. Each employee on a walking/working surface six (6) feet or more above lower levels shall be protected from falling by the use of a guardrail system, a safety net system, or a personal fall arrest system.

2. The CMAR shall prepare a "Fall Protection Program", which means a detailed written description of how the CMAR and his Subcontractors will comply with the six (6) foot fall protection requirements for the protection of all employees throughout all phases of the Work. The Fall Protection Program shall be submitted to the Project Safety Manager for review and acceptance prior to the commencement of Work. The Fall Protection Program shall be maintained on site and be available upon request.

#### 10.8.2 Drug and Alcohol Testing

1. Employee impairment is prohibited - No employee will use unlawful drugs or report for work or will work impaired by any substance, lawful or unlawful.
2. All CMAR and Sub-contractor employees are required to report to work in proper condition to perform their assigned duties. As a necessary part of the overall commitment to maintaining a safe and productive Work environment, the possession, use, manufacture, distribution, dispensation, or presence of any controlled substance or alcohol will be prohibited on all Travis County construction sites.
3. All employees of the CMAR and any Subcontractors will be required to be tested for substance abuse. Results of all post-accident and reasonable suspicion tests will be provided to Owner and the Project Safety Manager.
4. Post-accident test.
  - A. CMAR and Sub-contractor employees involved in accidents or incidents will be required to be tested for substance abuse.
  - B. The costs for this testing will be the responsibility of the CMAR, Subcontractor, or as set forth in their contracts with Travis County.
  - C. Specimen collection for drug testing and the alcohol test will be completed within four (4) hours of the accident.
  - D. Employees who produce a confirmed positive test will be permanently prohibited from working on any Travis County construction site permanently.
5. Reasonable suspicion test.
  - A. Where reasonable suspicion exists that an employee of the CMAR or any Subcontractor exhibits signs of substance abuse as detected by trained and knowledgeable supervision, the employee will be required to be tested for substance abuse.
  - B. The costs for this testing will be the responsibility of the CMAR, Subcontractor, or as set forth in their contracts with Travis County.
  - C. Specimen collection for drug testing and alcohol testing will be completed within four (4) hours of the accident.
  - D. Employees who produce a confirmed positive test will be permanently prohibited from working on any Travis County construction site permanently.
6. Reporting Testing Results
  - A. Confidentiality - All test results will be treated as medically confidential.
  - B. All test results will be maintained in a secure file maintained by Owner or the Project Safety Manager.

- C. Acceptable documentation in lieu of actual test results, shall include a memorandum on the employer's letterhead stating:
  - The employee's full name,
  - The employee's social security number,
  - The drug test date, an indication that drug results were negative, and
  - the name of laboratory in which the tests were performed.

#### 10.8.3 Fire Protection

1. The CMAR is responsible for the development of the following programs and procedures:
  - A. a fire protection and prevention program,
  - B. a flame/spark/hot work permit procedure, and
  - C. a flammable/combustible liquid storage/dispensing procedure

These programs and procedures are to conform to OSHA and NFPA standards and must be submitted to the Project Safety Manager for review and acceptance prior to the commencement of Work.

2. The CMAR shall be responsible for fire protection in his work and operational areas, including offices, tool rooms, and storage area 24 hours per day, seven days per week through the duration of the Agreement. Approved firefighting equipment, in adequate quantities must be provided and maintained by the CMAR and the Contractors employees must be trained in the usage of such equipment.
3. Fire protection equipment will be made available during all phases of construction.

#### 10.8.4 Tobacco-Free Work Site

1. Travis County employees, contractors, sub-contractors, clients, invitees, and visitors may not use tobacco products on any Travis County property, indoors or outdoors, including parking lots, vehicles (private and County-owned or leased), and garages.
2. Tobacco is not allowed at any worksite occupied by County employees or contractors, regardless of property ownership.
3. Tobacco products include, but are not limited to, cigarettes, cigars, chewing tobacco, snuff, pipe tobacco, and any product that appears to be a tobacco product, such as an electronic or water vapor cigarette.
4. The CMAR shall be responsible for enforcing the tobacco-free policy described in this section and ensuring compliance by his employees, subcontractors, sub-subcontractors, and other persons under the CMAR's control or supervision. The CMAR shall post appropriate signage communicating this policy in all work and operational areas of the Project site.

10.8.5 All lifting and rigging procedures will be submitted to the Project Safety Manager for review and acceptance prior to lifting and erecting materials and/or equipment.

10.8.6 The CMAR shall immediately report all accidents and incidents relating to construction activity to the Owner and the Project Safety Manager. The primary responsibility for the accident/incident investigation lies with the CMAR. However, each Contractor is expected to cooperate to the fullest extent in the Owner's investigation of all accidents and incidents.

#### 10.8.7 Personnel Clothing

1. Shirts shall be worn at all times. Sleeveless shirts and tank tops are not permitted.

2. Long pants are required.
3. Hard leather work shoes/boots are required. Tennis type shoes, sandals, docksiders, hush puppies, steel-toed sneakers or bare feet are prohibited. Additional foot protection shall be worn for certain operations such as, operating tamping equipment or jackhammers and where employees handle or carry heavy tools, objects, etc. Contractors are urged to recommend safety shoes to be worn by all employees.

#### 10.8.8 Personnel Protective Equipment

1. CMAR is responsible for determining, training in use, providing and requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions. There will be specific job site requirements established by Owner and the Project Safety Manager. All records shall be maintained at a location accessible to the Owner and the Project Safety Manager.
2. Approved hard hats meeting specifications contained in American National Standards Institute (ANSI), Z16.89.1-1916.81 and/or Z16.89.2-1971 are required in the construction area at all times. CMAR's personnel must wear hard hats clearly marked with employee name, and company logo.
3. Safety glasses with attached side shields meeting ANSI Z87.1-1989 are required in construction areas at all times.

10.8.9 As required by OSHA, the CMAR shall designate all "Competent Persons" in writing to the Owner and Project Safety Manager prior to such any work requiring their participation. Their qualifications for such designation as a Competent Person will be submitted with their designation. Competent persons are required for areas that shall include but may not be limited to:

1. Scaffolding
2. Excavation and Trenching
3. Fall Protection
4. Rigging Equipment
5. Cranes and Hoists
6. Aerial Lift Procedures
7. Sling and Wire Rope Inspection
8. Demolition
9. Fire Protection
10. Ionizing Radiation
11. Assured Grounding Conductor Program

#### 10.8.10 First Aid

1. The CMAR shall have at least one onsite employee trained in first aid at all times, and that employee shall be able to administer first aid when needed.
2. The CMAR shall ensure that first aid supplies approved by the CMAR's consulting physician shall be easily accessible onsite when required.

10.8.11 The CMAR is responsible for maintaining a copy of "Contractor's Hazard Communication Program" and "Material Safety Data Sheet(s)" on site for the CMAR's own reference and employee training.

10.8.12 The use of explosives is strictly prohibited unless authorized in writing by the Owner and any other governing entities having jurisdiction in the locality of the Project. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the

Work, the CMAR shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

#### 10.8.13 Critical Lifts

1. Critical lifts are determined by any one of the following conditions:
  - A. Individual loads weighing 30 tons or more
  - B. Lifts requiring more than one crane to handle a common load
  - C. Load exceeds eighty-five percent (85%) of the crane capability as shown on the applicable crane manufacturer's load charts for the configuration to be used.
  - D. Items specially classified due to physical dimensions, susceptibility to internal damage and schedule impact.
  - E. Parts, components, assemblies, or lifting operations designated as such because the effect of dropping, upset, or collision of items could:
    1. Cause significant delay
    2. Cause undetectable damage resulting in future operational or safety problems
    3. Result in significant release of radioactivity or other undesirable condition
    4. Present a potentially unacceptable risk of personal injury or property damage.
2. Critical lifts require a written rigging plan for handling operations, approved by the CMAR's superintendent, CMAR's Safety Representative, the Owner, and the Project Safety Manager prior to lift.

#### 10.8.14 Environmental

1. The CMAR shall notify the Owner of any hazardous waste it will generate during performance of the Work. The CMAR has the direct responsibility for maintaining proper storage of these wastes while on site and will verify to the Owner in writing that the wastes have been disposed of in a legal manner.
2. The CMAR shall keep the site free from accumulation of water, no matter what source or cause. The CMAR shall dispose of water in such manner as will not endanger public health or cause damage or expense to Owner's or adjacent property. The CMAR shall comply with requirements of any public agencies having jurisdiction. If sewers and streets are allowed to be used for drainage or disposal of water during construction, the CMAR shall maintain and leave these satisfactorily clean upon completion of Work.
3. CMAR shall not pour, bury, burn, nor in any way dispose of a chemical on the job site without the permission of the Owner.
4. CMAR shall, at its expense, provide suitable facilities to prevent the introduction of any substances or materials into any stream, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.
5. CMAR shall perform the Work as not to discharge into the atmosphere from any source whatever, smoke, dust, or other air contaminants in violation of the laws, rules and regulations of the governmental entities having jurisdiction.

### ARTICLE 11

## INSURANCE

### 11.1 CMAR'S/SUB-CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The CMAR shall purchase and maintain liability insurance, and shall likewise ensure that all of his Subcontractors and their Sub-subcontractors purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the CMAR's operations under the Agreement, whether such operations are carried out by the CMAR, by any Subcontractor or by anyone directly or indirectly employed by any of the, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation laws, disability benefits, and other similar employee benefit acts;
2. ~~claims for damages because of bodily injury, occupational sickness or disease, or death of an employee;~~
3. ~~claims for damages because of bodily injury, sickness or disease, or death of any person other than an employee;~~
4. ~~claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by the CMAR, or (2) by any other person;~~
5. ~~claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and~~
6. ~~claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.~~

11.1.2 The insurance required by subparagraph 11.1.1 shall include contractual liability insurance applicable to the CMAR's obligations under paragraph 4.18.

### 11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The CMAR shall purchase and maintain an Owner's Protective Liability policy as will protect the Owner and his employees, agents, officers, elected officials, and consultants against claims which may arise from operations of the CMAR, his Subcontractors, and their Sub-contractors and/or premises which are the subject of the Agreement unless equivalent coverage is provided by Contractor's Commercial or Comprehensive General Liability policy.

### 11.3 PROPERTY INSURANCE

11.3.1 The Owner may purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the CMAR, Subcontractors, and Sub-subcontractors of the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

11.3.2 The Owner may purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the CMAR, Subcontractors, and Sub-subcontractors of the Work.

11.3.3 Any loss insured under subparagraphs 11.3.1 and 11.3.2 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The CMAR shall pay each Subcontractor a just share of any insurance monies received by the

CMAR, and by appropriate agreement shall require such Subcontractor to make payments to his Sub-subcontractors in similar manner.

11.3.4 The Owner may purchase insurance for risks other than those described in subparagraphs 11.3.1 and 11.3.2 in the Contract Documents.

11.3.5 The Owner as trustee shall deposit in a separate account any insurance proceeds so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach.

11.3.6 The Owner as trustee shall have power to adjust and settle any loss with the insurers.

11.3.7 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to substantial completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and CMAR and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the CMAR and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.3.8 The CMAR shall be responsible for paying to repair any such losses as enumerated in Article 10 to the extent that such losses are not covered by the Owner's insurance, including all policy deductibles.

#### 11.4 **INSURANCE SCHEDULES**

11.4.1 The CMAR shall not commence Work under the Agreement until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the Owner. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the CMAR. Owner shall be named as an additional insured on the policies. CMAR shall not change or modify the insurance coverage without prior notice to the Owner.

11.4.2 Unless otherwise provided for in the Contract Documents, the CMAR shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the following schedule.

The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

##### 11.4.3 1. Worker's Compensation and Employer's Liability Insurance

- a. Worker's Compensation Insurance shall be as required by law and shall include an "all states" or "universal" endorsement.
- b. Employer's Liability Insurance shall be written for not less than \$500,000 per occurrence.

##### 2. Commercial General and Automobile Liability Insurance

###### a. Minimum Limits:

Per Occurrence \$1,000,000

Aggregate \$1,000,000

- b. The following coverages must be specifically insured and certified with no internal sublimits. A separate aggregate limit is acceptable for the Products/Completed Operations hazard:

- 1) Independent Contractors Contingent Liability or Owners Protective Liability
- 2) Products/Completed Operations Liability
- 3) Contractual Liability
- 4) "X, C, U" Hazard Liability (if applicable)
- 5) Personal Injury Liability including claims related to employment
- 6) Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
- 7) Owned, Hired and Non-Owned Automobile Liability
- 8) Waiver of Defense of Municipal Liability Immunity

3. Builders Risk Insurance

- 1) Completed value form in an amount equal to the GMP plus Architect fees on a replacement cost basis.
- 2) The policy shall name as insureds The Owner, CMAR, and all subcontractors on an equal basis.
- 3) The policy shall be written on an "All Risk" form, to include at least the perils of Fire, Lightening and extended coverage theft, vandalism, malicious mischief, and collapse

11.4.4 This furnishing of the required insurance coverages, as may be modified by special Conditions, is one of the CMAR's initial requirements of the Agreement that must be performed before a Notice to Proceed can be issued, and if not provided within 15 calendar days after receipt of the Notice of Award, may result in forfeiture of the CMAR's Bid Security. All insurance policies shall be open to inspection by the Owner, and copies of policies shall be submitted to the Owner upon written request.

11.4.5 The contractual liability is to be written on a blanket basis for all written or oral contracts, or specifically endorsed to acknowledge the contractual relationship between the insured and the Travis County.

11.4.6 All certificates of insurance shall provide that the insurance company shall give the County an affirmative statement, with no qualifications, that thirty (30) days prior written notice will be given to the County in the event of policy cancellation, non-renewal or material reduction in coverage provided under the policy, including impairment of any aggregate limits less than \$1,000,000.

11.4.7 A waiver of subrogation in favor of Travis County will be endorsed to all policies. Travis County will be named as an additional insured where the County's interest may appear.

11.4.8 Insurance shall be procured from a reputable insurance company having an AM Best rating of A+5 or better.

## **ARTICLE 12**

### **CHANGES IN WORK**

#### **12.1 CHANGE ORDERS**

12.1.1 A "Change Order" is a written modification to the Agreement signed by the Owner, the Architect/Engineer, and the CMAR issued after award of the Agreement authorizing a change in

the Work and an adjustment, if any, in the GMP or the Contract Time. The GMP and the Contract Time may be changed only by Change Order. A Change Order signed by the CMAR indicates his agreement therewith, including the adjustment in the GMP or the Contract Time.

12.1.2 Routine changes in the Agreement shall be formally initiated by the Architect/Engineer by means of a "Change Proposal Request" form detailing requirements of the proposed change. The CMAR shall prepare a Change Proposal ("CP") based on the CPR form. This action may be preceded by communications between the CMAR, Architect/Engineer, and Owner concerning the need for and nature of the change, but such communications shall not constitute a basis for beginning the proposed Work by the CMAR. Except for emergency conditions defined in subparagraph 12.1.10 or for conditions described in subparagraph 12.2.3, approval of the CMAR's Change Proposal by the Architect/Engineer and Owner will be required for authorization to proceed with the Work being changed. Without prior approval the CMAR may be required to remove Work so installed.

12.1.3 The cost or credit to the Owner resulting from change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. by unit prices stated in the Contract Documents or subsequently agreed upon; or
3. by a cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. (The CMAR shall keep and present, in such form as the Architect/Engineer or the Owner may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order.)

12.1.4 All proposed costs for Change Order Work must be supported by an itemized accounting of material, equipment, and associated itemized installation costs in sufficient detail to permit analysis by the Architect/Engineer and Owner using current estimating guides and/or prices. Photocopies of Subcontractor and significant vendor proposals supporting the CMAR's Change Proposal shall be furnished unless specifically waived by the Owner. The CMAR shall provide written response to a Change Proposal Request within ten (10) days of receipt, unless otherwise specified in the Supplementary Conditions.

12.1.5 Unless otherwise provided in the Contract Documents, the "Change Order Base Cost" shall be limited to the following:

- a. The total cost of materials and supplies, reflecting all available discounts, itemized by cost and quantity;
- b. The total cost of all labor, including the cost of additional supervision, itemized to show man-hours by trade and classification and burdened hourly rates (which include social security tax, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance);
- c. The rental value of equipment and machinery calculated for each type of equipment used in performing the changed Work, based on hours of use. Unless otherwise specified, prices for use of machinery and equipment shall be determined by using 80 percent of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. Mobilization costs will not be allowed except when the CMAR demonstrates that the need to mobilize a piece of equipment arose solely because of the changed Work;
- d. All transportation costs for delivery and handling of materials, equipment, and supplies, and the removal of waste or debris;
- e. All storage costs in excess of thirty (30) days for materials and supplies, if necessitated solely by the changed Work;

- f. Sales taxes are not to be included in charges for materials that are tangible personal property incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the Agreement, as provided in Texas Tax Code Section 151.311. Sales taxes are allowed on all other charges, including the cost of labor, overhead and materials, which do not become part of the finished Project or are not completely consumed at the jobsite. Such taxable charges shall be separated from non-taxable charges.
- 12.1.6 The amounts that the CMAR or a Subcontractor adds to the Change Order Base Cost for overhead and profit will also be considered by the Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to the Owner without a full and complete justification acceptable to the Owner.
- a. To the total of the Change Order Base Cost, the CMAR will be allowed to add a percentage as noted below to cover overhead and profit combined. Overhead shall be considered to include ~~insurance other than mentioned above, office supervisors and assistants, use of small tools, incidental job burdens and general home office expense, and no separate allowance will be made therefor except as allowed under Article 8.~~ Allowable percentages for overhead and profit on changes will be applied consistent with the GMP proposal.
  - b. [Intentionally deleted.]
  - c. On changes involving both additions and deletions, percentages for overhead and profit will be allowed only on the net addition.
  - d. The amount of credit to be allowed by the CMAR to the Owner for any deletion or change which results in a net decrease in the GMP will be the amount of the actual net cost.
- 12.1.7 When an Excusable Compensable Delay, as defined under 8.3.1.3, occurs, the CMAR shall be entitled to an extension of time and to compensation for the cost of extended general conditions related to the delay, as set forth below:
1. The CMAR shall notify the Owner of a request for an extension of time as described under 8.3.2. The CMAR and Owner recognize and agree that it is beneficial to each other to identify factors affecting the CMAR's cost of performance, and to take prompt action to control them. Therefore, it is agreed that the CMAR shall not be entitled to request a cost adjustment for extended general conditions unless the required notice is submitted timely.
  2. The cost adjustment proposal shall be based on itemized documented costs actually incurred. If and only if the actual cost claimed cannot be demonstrated with reasonable certainty, the CMAR may utilize industry-recognized mathematical formulas or models to compute the proposed cost adjustment.
  3. No markup is authorized on the Change Order Base Cost of extended general conditions.
- 12.1.8 No payments can be made on such work until the final amount is agreed and the Change Order approved.
- 12.1.9 The execution of a Change Order by the Owner and the CMAR constitutes the full, final and complete settlement of all claims with regard to the modifications contained in the Change Order for foreseeable impacts on the GMP or the Contract Time.
- 12.1.10 Emergency changes to save life or property may be initiated by the CMAR alone with the claimed cost of such Work to be fully documented as to necessity and detail of the reported costs in accordance with subparagraph 12.1.5.

## 12.2 CONSTRUCTION CHANGE DIRECTIVE

12.2.1 A Construction Change Directive, (a "CCD"), is a written order prepared by the PM and signed by the Owner and Architect/Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the GMP or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the GMP, and the Contract Time being adjusted accordingly. All such changes in the Work shall be performed under the applicable conditions of the Contract Documents.

12.2.2 A Construction Change Directive shall be used if one of the following circumstances applies:

1. If the CMAR fails to provide a written Change Proposal within 10 days of receiving a Change Proposal Request or fails or refuses to execute an agreed Change Order within the time required to prevent a delay to the Work Progress Schedule;
2. If negotiations fail to achieve an agreed price; or
3. If, in the Owner's judgment based on the Work Progress Schedule, a failure to authorize the CMAR to proceed with a Change Order under the normal process may adversely affect the timely completion of the Work.

12.2.3 Any unexpected circumstances which necessitates an immediate change in order to prevent damage to the Work in place, to avoid a delay in the Work Progress Schedule, or to maintain safety shall be expedited by verbal communication and authorization between the CMAR, Architect/Engineer and Owner with written Construction Change Directive following as soon as may be practical. Should consultation with all other interested parties be precluded by events, the Owner may act alone. A limiting not-to-exceed estimate of cost will be requested prior to authorizing Work to proceed. Should a cost estimate be impractical for any reason, the Owner may authorize the use of detailed cost records of such Work to establish and confirm the actual costs for documentation in a formal Change Order.

12.2.4 If the Construction Change Directive provides for an adjustment to the GMP, the basis and method for determining the cost or credit to the Owner shall be in accordance with either subparagraph 12.1.3 or as described below.

12.2.5 If the CMAR does not respond promptly or disagrees with the method for adjustment of the GMP, the CMAR shall be paid "Actual Field Cost" plus overhead and profit. "Actual Field Cost" is calculated to include the same costs as outlined in 12.1.5, also known as the Change Order Base Cost. Overhead and profit is determined in accordance with subparagraph 12.1.6. The Owner may direct the form in which accounts of Actual Field Cost shall be kept and records of those accounts shall be made available to the Owner. When CMAR's field office must be maintained solely on account of such extra work; then the cost to maintain and operate the same shall be included in Actual Field Cost.

12.2.6 When Actual Field Cost is used to determine the cost of the Construction Change Directive, the CMAR's representative and the County inspector shall compare records of Work done for the CCD at the end of each day. Copies of these records will be made upon suitable forms approved for this purpose by the Owner and signed by both the Owner's and the CMAR's representatives, one copy being forwarded to the Owner and one to the CMAR. All claims for work performed for the CCD shall be submitted to the Architect/Engineer by the CMAR upon certified statements to which shall be attached certified copies of invoices covering the cost of, and the freight charges on, all materials used in such Work. Such statements shall be filed not later than the tenth day of the month following that in which the work was actually performed. The statements shall separate charges in accordance with subparagraph 12.1.5.

12.2.7 When the Owner and CMAR agree on the adjustments to the GMP and Contract Time, such agreement shall be recorded by preparation and execution of an appropriate Change Order in accordance with 12.1.

### 12.3 CONCEALED CONDITIONS

12.3.1 The CMAR is responsible for having visited the site and having ascertained pertinent local conditions such as location, accessibility, and general character of the site or building, the character and extent of existing Work within and adjacent to the site, and any other Work being performed thereon at the time of the submission of its proposal. Any failure to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the Owner.

12.3.2 If, in the performance of the Agreement, subsurface, latent or concealed conditions at the site are found to be materially different from the information included in the Contract Documents, or if unknown conditions of an unusual nature are discovered differing materially from the conditions usually inherent in Work of the character shown and specified, the CMAR shall notify Owner in writing of such conditions before proceeding with the Work. If necessary, the Owner shall develop a solution and provide it to CMAR. If the solution prompts changes to the GMP and/or Time, the Agreement shall be adjusted under Article 12 hereof.

#### 12.4 **CLAIMS FOR ADDITIONAL COST**

12.4.1 If the CMAR wishes to make a claim for an increase in the GMP, he shall give the Architect/Engineer written notice thereof within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the CMAR before proceeding with the Work, except in an emergency endangering life or property in which case the CMAR shall proceed in accordance with paragraph 10.3. No such claims shall be valid unless so made. Any change in the GMP resulting from such claim shall be authorized by Charge Order.

12.4.2 If the CMAR claims that additional cost is involved because of, but not limited to, (1) any written interpretation (2) any order by the Owner to stop the Work pursuant to paragraph 3.3 where the CMAR was not at fault, or (3) failure of payment by the Owner pursuant to paragraph 9.7, the CMAR shall make such claim as provided in subparagraph 12.4.1.

### **ARTICLE 13**

#### **UNCOVERING AND CORRECTION OF WORK**

##### 13.1 **UNCOVERING OF WORK**

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect/Engineer or the Owner or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer or the Owner, be uncovered for their observation and shall be replaced at the CMAR's expense.

##### 13.2 **CORRECTION OF WORK**

13.2.1 The CMAR shall promptly correct all Work rejected by the Architect/Engineer or the Owner as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The CMAR shall bear all costs of correcting such rejected Work, including any and all additional costs incurred by the Owner as a result thereof.

13.2.2 If any of the Work is found to be defective or not in accordance with the Contract Documents, the CMAR shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the CMAR a written acceptance of such condition. This obligation shall survive termination of the Agreement. The Owner shall give such notice within ten (10) days after discovery of the condition.

13.2.3 The CMAR shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under these General Conditions and under the Agreement, unless removal is waived in writing by the Owner.

13.2.4 If the CMAR fails to correct defective or non-conforming Work as provided in these General Conditions and in the Agreement, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the CMAR does not proceed with the corrections of such defective non-conforming Work within a reasonable time fixed by written notice from the Architect/Engineer or the Owner, the Owner may remove it and may store the materials or equipment at the expense of the CMAR. If the CMAR does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such work at auction or at private sale and shall account for the net proceeds therefor, after deducting all costs that should have been borne by the CMAR, including compensation for the Architect/Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the CMAR should have borne, the difference shall be charged to the CMAR and an appropriate Change Order shall be issued. If the payments then or thereafter due the CMAR are not sufficient to cover such amount, the CMAR shall pay the difference to the Owner.

13.2.6 The CMAR shall bear all costs of making good all Work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the CMAR might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the specific obligation of the CMAR to correct the Work has no relationship to his obligation to comply with the Contract Documents, nor to proceedings which may be commenced to establish the CMAR's liability with respect to his obligations other than specifically to correct the Work.

### 13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the GMP where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 14

### TERMINATION OF THE AGREEMENT

#### 14.1 TERMINATION BY THE OWNER

14.1.1 If the CMAR is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CMAR and his surety, if any, seven (7) days' written notice, terminate the employment of the CMAR and take possession of the site and all materials, equipment, tools, construction equipment, and machinery thereon owned by the CMAR and may finish the Work by whatever method he may deem expedient. In such case the CMAR shall not be entitled to receive any further payment until the Work is finished.

14.1.2 If the unpaid balance of the GMP exceeds the cost of finishing the Work, including compensation for the Architect/Engineer's additional services made necessary thereby, such excess shall be

paid to the CMAR. If such costs exceed the unpaid balance, the CMAR shall pay the difference to the Owner. The amount to be paid to the CMAR or to the Owner, as the case may be, shall be certified by the Architect/Engineer, upon application, in the manner provided in paragraph 9.4, and this obligation for payment shall survive the termination of the Agreement.

#### 14.2 TERMINATION FOR DEFAULT

Failure by either party in performing any of its provisions shall be a breach of contract, in which case, either party may require corrective action within ten (10) days after date of receipt of written notice citing the exact nature of the breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing failure within the prescribed ten (10) days shall be a default. The defaulting party shall be given a twenty (20) day period within which to show cause why the Agreement should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from the notice. All notices shall be issued by the Purchasing Agent or the Owner's legal representative only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or Owner's legal representative shall be void, and shall be considered as not having been issued or received. The defaulting party shall be liable for actual damages as stipulated in this Agreement. Liquidated damages, if specified in the Agreement, may also apply. The Owner may enforce the performance of this Agreement in any manner allowed by law in the event of breach or default, and may contract with another party with or without solicitation of bids or further notification to the CMAR. As a minimum, the CMAR shall be required to pay any difference in the cost of securing the products or services covered by this Agreement, or compensate for any loss or damage the Owner derived if it is necessary to contract with another source because of his default, plus reasonable administrative costs and attorneys fees. If termination for default occurs, Owner and its officials, agents and representatives shall not be liable for loss of any profits anticipated to be made.

#### 14.3 TERMINATION FOR CONVENIENCE

The Owner may terminate this Agreement upon thirty (30) days written notice if the Commissioners Court finds that termination serves the public interest, or results from any law, ordinance, regulation, or court order if termination is not authorized for any other reason. The Owner may not terminate the Agreement under this paragraph if it intends to award a contract for similar requirements to another Contractor within six months of termination. If the Owner terminates this Agreement under this paragraph, it must pay the CMAR the cost directly attributable to Work done or supplies obtained in preparation for compliance with this Agreement prior to termination. The Owner is not required to pay costs that are recoverable in the normal course of doing the business in which the CMAR is engaged or costs which can be recouped by selling the Work done or supplies obtained. If the Owner pays for supplies or materials, these supplies and materials become the property of the Owner and the CMAR must deliver them to the place designated by the Purchasing Agent. The Owner is not liable for any loss of profits caused by this termination.

### ARTICLE 15

#### **OTHER CONDITIONS OR SERVICES**

- 15.1 Notwithstanding anything herein to the contrary, the CMAR shall perform all services and responsibilities required of the CMAR by these General Conditions for Travis County Building Agreements using at least that standard of care which a reasonably prudent contractor in Travis County, Texas would use under the same or similar circumstances. Nothing in these General Conditions for Travis County Building Agreements shall be construed to relieve the CMAR of this duty.
- 15.2 Any oral representations or modifications concerning these General Conditions for Travis County Building Agreements shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE OWNER MAY MODIFY OR AMEND THESE GENERAL

CONDITIONS FOR TRAVIS COUNTY BUILDING AGREEMENTS, EXCEPT PURSUANT TO  
EXPRESS AUTHORITY GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

END OF GENERAL CONDITIONS

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## SECTION 01010

### SUMMARY OF WORK

#### TRAVIS COUNTY DISTRICT ATTORNEY OFFICE BUILDING

##### 1.0 THE PROJECT

- 1.1 In November 2011, Travis County purchased the 0.5 acre property located at 416 W. 11<sup>th</sup> Street, at the northwest corner of San Antonio and 11<sup>th</sup> 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 will 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 11<sup>th</sup> and San Antonio Streets. The Project scope also includes a secure staff access tunnel to connect this building with the Criminal Justice Center across 11<sup>th</sup> Street.
- 1.2 The Architecture/Engineering ("A/E") team, engaged under separate contract with the County, will be responsible for the architectural and engineering services for the Project. 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 A/E 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.

##### 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) – approximately 90,800 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 – 3,800 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, 140 spaces, 70,000 GSF.
- 1.3 Underground tunnel – crossing under W. 11th Street to connect the new District Attorney Office Building with the existing Criminal Justice Center Complex (CJC) (which includes the Gault Building) on the south side of W. 11<sup>th</sup> St. The CJC is a secure County facility. The security of the CJC is managed and monitored by the Travis County Sheriff's Office (TCSO). All work performed and workers performing work in the CJC will be subject to the security requirements of the TCSO.

## 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 practices" 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 comply with the more restrictive height limitations of the Capital View Corridors as they impact 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.

9 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 SECTION 01010

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**PROJECT SCHEDULE**

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**PROJECT INFORMATION**

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# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, October 22, 2013  
**Prepared By/Phone Number:** C.W. Bruner, 854-9760  
**Elected/Appointed Official/Dept. Head:** Cyd Grimes  
**Commissioners Court Sponsor:** Judge Biscoe

**Approve Contract Award for Courier Service for Daily Mail Delivery, IFB No. 1309-002-CW, to the responsive low Bidder, Roderick W. Addison d/b/a Interstate Express Delivery Service.**

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

This contract will provide courier services for daily mail deliveries for RMCR.

IFB No. 1309-002-CW was issued on September 9, 2013. A total of thirty-three (33) vendors were solicited and nine (9) bids were received. The apparent low Bidder, Precise Delivery Plus has requested their bid be withdrawn from consideration due to their misinterpretation of the specifications. Precise Delivery Plus did not realize the specifications required service local to Travis County. The request to withdraw letter from Precise Delivery Plus is attached with the agenda backup. Travis County RMCR department recommends award to the responsive low bidder, Roderick W. Addison d/b/a Interstate Express Delivery Service, a State of Texas HUB certified vendor.

- **Contract-Related Information:**

Award Amount: \$19,800  
Contract Type: Unilateral, Term

- **Solicitation-Related Information:**

Solicitations Sent: 33	Responses Received: 9
HUB Information: 3	% HUB SubContractor: N/A

- **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000890  
 Comments:

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

Created on 10-17-13 @ 3:00 pm

### Bid #1309-002-CW - COURIER SERVICE FOR DAILY MAIL DELIVERIES

Creation Date **Sep 6, 2013**  
 Start Date **Sep 9, 2013 2:50:27 PM CDT**

End Date **Sep 30, 2013 9:00:00 AM CDT**  
 Awarded Date **Not Yet Awarded**

1309-002-CW--01-01 DAILY DELIVERY COURIER SERVICE						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
precise delivery plus	First Offer - \$1,100.00	12 / month	\$13,200.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> eleven thousand <b>Total Amount Text:</b> Thirteenth thousand two hundred <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Interstate express delivery service [Ad]	First Offer - \$1,650.00	12 / month	\$19,800.00	Y	Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Lonestar Delivery & Process	First Offer - \$2,000.00	12 / month	\$24,000.00	Y	Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Capitol Courier	First Offer - \$2,121.00	12 / month	\$25,452.00	Y	Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> two thousand one hundred and twentyone dollars and no cents <b>Total Amount Text:</b> twentyfive thousand four hundred fiftytwo dollars and no cents <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Act Fast Delivery of Travis Co, Inc	First Offer - \$2,200.00	12 / month	\$26,400.00	Y	Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
Austins Courier Elite	First Offer - \$2,520.00	12 / month	\$30,240.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> Two thousand five hundred twenty <b>Total Amount Text:</b> Thirty thousand two hundred forty <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
CERNX INC	First Offer - \$2,800.00	12 / month	\$33,600.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> Two Thousand Eight Hundred Dollars <b>Total Amount Text:</b> Thirty Three Thousand Six Hundred <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
International Building Services	First Offer - \$2,850.00	12 / month	\$34,200.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> Two Thousand Eight Hundred Fifty Dollars <b>Total Amount Text:</b> Thirty Four Thousand Two Hundred Dollars <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			
C & D Couriers	First Offer - \$4,800.00	12 / month	\$57,600.00	Y	Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> n <b>Total Amount Text:</b> n <b>Agency Notes:</b>			<b>Supplier Product Code:</b> <b>Supplier Notes:</b> \$300.00 per day.			

**Supplier Totals**

<b>precise delivery plus</b>	<b>\$13,200.00</b>
Bid Contact <b>donald silmon</b> <b>don.silmon65@yahoo.com</b> <b>Ph 972-571-8953</b>	Address <b>2307 oak lane suite 110</b> <b>Geand Prairie, TX 75051</b>
Qualifications <b>DBE HUB MBE SB TX</b>	

Created on 10-17-13 @ 3:00 pm

Agency Notes:		Supplier Notes:	
<b>Interstate express delivery service [Ad]</b>		<b>\$19,800.00</b>	
Bid Contact	<b>Roderick Addison</b> <b>Interstate815@aol.com</b> <b>Ph 512-983-4069</b>	Address	<b>9903 plover street</b> <b>Austin, TX 78753</b>
Agency Notes:		Supplier Notes:	
<b>Lonestar Delivery &amp; Process</b>		<b>\$24,000.00</b>	
Bid Contact	<b>chris kurzadkowski</b> <b>chris@lonestardeliveryonline.com</b> <b>Ph 281-935-4048</b> <b>Fax 866-804-3049</b>	Address	<b>1020 Hercules Ave</b> <b>houston, TX 77058</b>
Agency Notes:		Supplier Notes:	
<b>Capitol Courier</b>		<b>\$25,452.00</b>	
Bid Contact	<b>Michael Lindahl</b> <b>info@capitolcourieronline.com</b> <b>Ph 512-444-4077</b> <b>Fax 512-444-5728</b>	Address	<b>4109 Todd Ln. #1400</b> <b>Austin, TX 78744</b>
Agency Notes:		Supplier Notes:	
<b>Act Fast Delivery of Travis Co, Inc</b>		<b>\$26,400.00</b>	
Bid Contact	<b>Randy Carmichael</b> <b>rcarmichael@actfastdelivery.com</b> <b>Ph 512-291-9600</b> <b>Fax 512-291-9604</b>	Address	<b>632 Raplh Ablando</b> <b># 203</b> <b>Austin, TX 78748</b>
Agency Notes:		Supplier Notes:	
<b>Austins Courier Elite</b>		<b>\$30,240.00</b>	
Bid Contact	<b>Darrell Edwards</b> <b>darrell@austinscourierelite.com</b> <b>Ph 512-296-9685</b>	Address	<b>1720 Lomita Dr.</b> <b>Leander, TX 78641</b>
Qualifications	<b>HUB MBE SB</b>		
Agency Notes:		Supplier Notes:	
<b>CERNX INC</b>		<b>\$33,600.00</b>	
Bid Contact	<b>Shawn A Chaudhery</b> <b>shawn.c@cernx.com</b> <b>Ph 916-374-8070</b> <b>Fax 916-374-8077</b>	Address	<b>859 Stillwater Rd</b> <b>Unit 1</b> <b>West Sacramento, CA 95650</b>
Qualifications	<b>SB</b>		
Agency Notes:		Supplier Notes:	
<b>International Building Services</b>		<b>\$34,200.00</b>	
Bid Contact	<b>Hye Kim</b> <b>yosan80@hotmail.com</b> <b>Ph 512-833-8466</b>	Address	<b>8204 N. Lamar Blvd.,B-16</b> <b>Austin, TX 78753</b>
Qualifications	<b>CISV SB</b>		
Agency Notes:		Supplier Notes:	
<b>C &amp; D Couriers</b>		<b>\$57,600.00</b>	
Bid Contact	<b>Ken Harris</b> <b>kharris@cdcouriers.com</b> <b>Ph 214-217-7322</b>	Address	<b>2029 McKenzie Drive</b> <b>Suite 100</b> <b>Carrollton, TX 75006</b>
Agency Notes:		Supplier Notes:	

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Created on 10-17-13 @ 3:00 pm

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1742649558000
File/Vendor Number:	085131
Approval Date:	25-SEP-2012
Scheduled Expiration Date:	25-SEP-2016

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

## INTERSTATE EXPRESS DELIVERY SERVICE

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 28-SEP-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



## **TRAVIS COUNTY**

### **RECORDS MANAGEMENT & COMMUNICATION RESOURCES**

314 West 11th Street , Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

## **MEMORANDUM**

**TO:** C.W. Bruner, Purchasing Agent Assistant IV, CTP

**FROM:** Tom Ashburn, Support Services Manager

**DATE:** October 2, 2014

**SUBJECT:** **Recommendation for Award, Bid #1309-002-CW Courier Services**

---

RMCR has reviewed the bids and recommends award to the low bidder Interstate Express Delivery Service. The Funds Reservation associated with this procurement is 3000000890. Thank you for your assistance in this matter.

# Funds Reservation 300000890

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	10/02/2013
FM area	1000	Posting date	10/02/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	ASHBURT	Created on	10/02/2013
Last changed by		Last changed	
More Data			
Text	Courier Services		
Reference			
Overall Amount	19,800.00 USD		

Document item 001			
Text	Courier Services		
Commitment item	511730	Funds center	1570080001
Fund	0001	G/L account	511730
Cost center	1570080001	Due on	
Vendor		Customer	
Amount	19,800.00 USD		



# Precise Delivery Plus

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2307 Oak Lane, Suite 110  
Grand Prairie, TX 75051  
Ofc: 972-262-6688  
Fax: 972-262-6621  
Email: [precise.deliveryplus7@yahoo.com](mailto:precise.deliveryplus7@yahoo.com)  
Donald L. Silmon, Owner



**Mission Statement:**  
Quality delivery with a plus. We operate with honesty, integrity and respect; it's better than the rest!

October 3, 2013

Travis County Purchasing Department  
Attn: CW Bruner  
P.O. Box 1748  
Austin, TX 78767

Dear Mr. Bruner:

After careful consideration of the spec's and location of the job site, I opted to withdraw my bid. My location in the Grand Prairie, TX area poses a dilemma, as I have no physical address in the Travis County area. I will keep a stern lookout for future jobs you offer in my area.

Sincerely,

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013 OCT - 7 AM 10:13



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:**

Michael G Hemby - 44924

**Elected/Appointed Official/Dept. Head:**

Greg Hamilton, Sheriff 

**Commissioners Court Sponsor:** Judge Sam Biscoe

### **AGENDA LANGUAGE:**

Consider and approve authorization for Sheriff Hamilton to execute Memorandum of Understanding and Cost Reimbursement Agreement between TCSO and the FBI related to participation in the Joint Terrorism Task Force (JTTF).

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The Travis County Sheriff's requests authorization for Sheriff Hamilton to execute documents related to TCSO's participation and eligibility for reimbursement for various costs related to agency participation in the Austin Joint Terrorism Task Force.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None

### **REQUIRED AUTHORIZATIONS:**

Greg Hamilton, Sheriff

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



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

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

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**October 11, 2013**

**MEMORANDUM**

**TO: Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Bruce Todd, Commissioner, Precinct 2  
Honorable Gerald Daugherty, Commissioner, Precinct 3  
Honorable Margaret Gomez, Commissioner, Precinct 4**

**FROM: Michael G Hemby 783, TCSO Research and Planning**

A handwritten signature in black ink, appearing to be "M. Hemby", written over the "FROM:" line.

**SUBJECT: Joint Terrorism Task Force - MOU**

**Joint Terrorism Task Force Defined:**

Joint Terrorism Task Forces (JTTFs) are our nation's front line on terrorism: small cells of highly trained, locally based, passionately committed investigators, analysts, linguists, SWAT experts, and other specialists from dozens of U.S. law enforcement and intelligence agencies.

When it comes to investigating terrorism, they are tasked with many facets including: chasing down leads, gathering evidence, making arrests, providing security for special events, conducting training, collecting and sharing intelligence, and responding to threats and incidents at a moment's notice.

The task forces are based in 103 cities nationwide, including at least one in each of our 56 field offices. A total of 71 of these JTTFs have been created since 9/11; the first was established in New York City in 1980. Austin has a JTTF which includes participation from numerous local, regional, state and national law enforcement agencies.

**TCSO Involvement:**

From the onset of the formation of the Austin JTTF, TCSO has been engaged. In the early years we were able to place full-time staff at the physical location of the Task Force.

Unfortunately as time went on, these staff were needed in other areas, but the information sharing and assistance continued.

**Action Requested:**

TCSO has recently decided to formally rekindle our formal relationship and participation in the JTTF as we have seen national and international incidents on the rise as they relate to terrorist activity. Ranging from overseas to incidents such as the Boston Marathon bombings, it is time that we reassert our involvement in the task force formally.

The documents presented to the Court are the formal Memorandum of Understanding and Cost Reimbursement documents related to the task force. Fortunately, the federal government will assist in some of the financial expenses related to our participation as they did before.

These documents have been reviewed and approved by the Travis County Attorney and our request is for your review and approval to authorize Sheriff Hamilton to execute these documents.

We feel that it is in the best interest of not only the citizens of Travis County, but the for the overall good of our nation that we continue our commitment to preventing and responding to acts of terrorism and violence against our country. And we certainly appreciate the continual support of our elected and appointed officials in this endeavor.

If you have any questions please feel free to contact me via email at [Michael.hemby@co.travis.tx.us](mailto:Michael.hemby@co.travis.tx.us)

**JOINT TERRORISM TASK FORCE**

**STANDARD MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE FEDERAL BUREAU OF INVESTIGATION**

**AND**

**TRAVIS COUNTY SHERIFF'S OFFICE**

**PREAMBLE**

The policy of the United States with regard to domestic and international terrorism is to deter, defeat, and respond vigorously to all terrorist attacks on our territory and against our citizens, or facilities. Within the United States, the Department of Justice, acting through the Federal Bureau of Investigation (FBI), is the lead agency domestically for the counterterrorism effort.

In order to ensure that there is a robust capability to deter, defeat, and respond vigorously to terrorism in the U.S. or against any U.S. interest, the FBI recognizes the need for all federal, state, local, and tribal agencies that are involved in fighting terrorism to coordinate and share information and resources. To that end, the FBI believes that the creation of the FBI National Joint Terrorism Task Force (NJTTF) and Joint Terrorism Task Forces (JTTFs) embodies the objectives of the U.S. policy on counterterrorism as set forth in Presidential Directives.

FBI policy for the NJTTF and JTTFs is to provide a vehicle to facilitate sharing FBI information with the intelligence and law enforcement communities to protect the United States against threats to our national security, including international terrorism, and thereby improve the effectiveness of law enforcement, consistent with the protection of classified or otherwise sensitive intelligence and law enforcement information, including sources and methods. All NJTTF and JTTF operational and investigative activity, including the collection, retention and dissemination of personal information, will be conducted in a manner that protects and preserves the constitutional rights and civil liberties of all persons in the United States.

This Memorandum of Understanding (MOU) shall serve to establish the parameters for the detail of employees (Detailees or members) from the Participating Agency to the FBI-led JTTFs in selected locations around the United States.

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**I. PURPOSE**

- A. The purpose of this MOU is to outline the mission of the JTTF, and to formalize the relationship between the FBI and the Participating Agency, in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations.
- B. The MOU specifically represents the agreement between the FBI and the Participating Agency, which will govern the process by which employees of the Participating Agency are detailed to work with the FBI as part of the JTTF.
- C. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

**II. MISSION**

The mission of the JTTF is to leverage the collective resources of the member agencies for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF members.

**III. AUTHORITY**

Pursuant to 28 U.S.C. § 533, 28 C.F.R. § 0.85, Executive Order 12333, as amended, National Security Presidential Directive (NSPD) 46/ Homeland Security Presidential Directive (HSPD) 15 and Annex II thereto, the FBI is authorized to coordinate an intelligence, investigative, and operational response to terrorism. By virtue of that same authority, the FBI formed JTTFs composed of other federal, state, local, and tribal law enforcement agencies acting in support of the above listed statutory and regulatory provisions.

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**IV. CONTROLLING DOCUMENTS**

- A. Since the JTTF operates under the authority of the Attorney General of the United States, all JTTF participants must adhere to applicable Attorney General=s Guidelines and directives, to include the following, as amended or supplemented:
1. Attorney General=s Guidelines for Domestic FBI Operations;
  2. Attorney General=s Guidelines on Federal Bureau of Investigation Undercover Operations;
  3. Attorney General=s Guidelines Regarding Prompt Handling of Reports of Possible Criminal Activity Involving Foreign Intelligence Sources;
  4. Attorney General Memorandum dated March 6, 2002, titled AIntelligence Sharing Procedures for Foreign Intelligence and Foreign Counterintelligence Investigations Conducted by the FBI@;
  5. Attorney General=s Guidelines Regarding the Use of Confidential Informants;
  6. Attorney General=s Guidelines on the Development and Operation of FBI Criminal Informants and Cooperative Witnesses in Extraterritorial Jurisdictions;
  7. Attorney General=s Guidelines Regarding Disclosure to the Director of Central Intelligence and Homeland Security Officials of Foreign Intelligence Acquired in the Course of a Criminal Investigation; and
  8. Memorandum from the Deputy Attorney General and the FBI Director re: Field Guidance on Intelligence Sharing Procedures for [Foreign Intelligence] and [Foreign Counterintelligence] Investigations (December 24, 2002).
- B. All guidance on investigative matters handled by the JTTF will be issued by the Attorney General and the FBI. The FBI will provide copies of the above-listed guidelines and any other applicable policies for reference and review to all JTTF members. Notwithstanding the above, this MOU does not alter or abrogate existing directives or policies regarding the conduct of investigations or the use of special investigative techniques or controlled informants. The FBI agrees to

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conduct periodic briefings of the member agencies of the JTTF pursuant to all legal requirements and FBI policies.

**V. STRUCTURE AND MANAGEMENT OF THE TASK FORCE**

**A. MEMBERS**

1. Each JTTF shall consist of a combined body of sworn and non-sworn personnel from the FBI and each Participating Agency. This MOU shall apply to Participating Agencies that join the JTTF subsequent to execution of this agreement.

**B. PROGRAM MANAGEMENT, DIRECTION, AND SUPERVISION**

1. In order to comply with Presidential Directives, the policy and program management of the JTTFs is the responsibility of FBI Headquarters (FBIHQ). The overall commander of each individual JTTF will be the Special Agent in Charge (SAC) or Assistant Director in Charge (ADIC), if assigned, of the FBI=s local Field Division. The operational chain of command beginning at the highest level, in each FBI Field Division will be as follows: ADIC if assigned, SAC, Assistant Special Agent in Charge (ASAC), and Supervisory Special Agent [JTTF Supervisor].
2. Each FBI ADIC/SAC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the Division=s JTTF(s). Operational activities will be supervised by FBI JTTF Supervisors. Staffing issues are the responsibility of the FBI chain of command.
3. All investigations opened and conducted by the JTTF must be conducted in conformance with FBI policy, to include the above stated Controlling Documents. Each FBI ADIC/SAC, through his or her chain-of-command, will ensure that all investigations are properly documented on FBI forms in accordance with FBI rules and regulations. Any operational problems will be resolved at the field office level. Any problems not resolved at the field office level will be submitted to each agency=s headquarters for resolution.
4. Each Participating Agency representative will report to his or her respective agency for personnel administrative matters. Each Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to JTTFs. As discussed later herein at Paragraph XI, the FBI and the Participating

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Agency may provide for overtime reimbursement by the FBI by separate written agreement.

5. Each JTTF member will be subject to the personnel rules, regulations, laws, and policies applicable to employees of his or her respective agency and also will adhere to the FBI's ethical standards and will be subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice. Where there is a conflict between the standards or requirements of the Participating Agency and the FBI, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the organizations jointly resolve the conflict otherwise.
6. JTTF members are subject to removal from the JTTF by the FBI for violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, or other applicable agreements, rules, and regulations.
7. The FBI maintains oversight and review responsibility of the JTTFs. In the event of an FBI inquiry into JTTF activities by an investigative or administrative body, including but not limited to, the FBI's Office of Professional Responsibility or the FBI's Inspection Division, each Participating Agency representative to the JTTF may be subject to interview by the FBI.

### **C. PHYSICAL LOCATION AND SUPPORT:**

1. The FBI will provide office space for all JTTF members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment. Participating agencies may bring office equipment or furniture into FBI space with the approval of the FBI JTTF Supervisor and in compliance with FBI regulations.
2. The introduction of office equipment and furniture into FBI space by Participating Agencies is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.

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**VI. SECURITY PROGRAM**

**A. CLEARANCES**

1. State, local, and tribal members of the JTTFs, as well as appropriate supervisory personnel responsible for these individuals, must apply for and receive a Top Secret/Sensitive Compartmented Information (TS/SCI) Security Clearance granted by the FBI. JTTF members from other federal agencies must obtain a Top Secret/SCI clearance from their agency and have this information passed to the FBI. No one will have access to sensitive or classified documents or materials or FBI space without a valid security clearance and the necessary Aneed-to-know. Pursuant to the provisions of Section 1.2 of Executive Order 12968, Detailees are required to have signed a nondisclosure agreement approved by the FBI=s Security Division. Pursuant to federal law, JTTF members are strictly forbidden from disclosing any classified information to individuals who do not possess the appropriate security clearance and the need to know.
2. All JTTF management personnel must ensure that each participating JTTF officer or agent undertakes all necessary steps to obtain a TS/SCI clearance. Conversion of FBI counterterrorism and JTTF spaces to Sensitive Compartmented Information Facilities (SCIFs) is underway. This will require that all JTTF task force officers enhance their clearances to TS/SCI (SI, TK, Gamma, HCS-P).
3. Federal agency task force officers should contact their Security Officers and request and obtain the following SCI Clearances: SI, TK, Gamma, and HCS-P. If the parent agency refuses or is unable to provide the appropriate clearances, the FBI will request the task force officer=s security file. If provided, the FBI will adjudicate SCI clearances. This action may involve a prohibitively long process and should be avoided.
4. Each Participating Agency fully understands that its personnel detailed to the JTTF are not permitted to discuss official JTTF business with supervisors who are not members of the JTTF unless the supervisor possesses the appropriate security clearance and the dissemination or discussion is specifically approved by the FBI JTTF Supervisor. Participating Agency heads will be briefed regarding JTTF matters by the SAC or ADIC, as appropriate, through established JTTF Executive Board meetings.

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5. In accordance with the Director of Central Intelligence Directive (DCID) 6/4, entitled Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI), the FBI will implement protocols to ensure Special Agent (SA) and Task Force Officers (TFO) assigned to Joint Terrorism Task Forces (JTTF) in the field and the National Joint Terrorism Task Force (NJTTF) at FBI Headquarters - Liberty Crossing 1, are in compliance with stated directive. In order to comply with DCID 6/4, all JTTF personnel, including FBI and non-FBI JTTF members and contractors who perform functions requiring access to FBI classified data networks and space, will be given counter-intelligence focused polygraphs. The FBI will recognize polygraph examinations conducted by outside federal agencies that meet the FBI's PSPP requirement. The FBI will make the final determination whether a polygraph examination meets the PSPP requirements.
6. All JTTF members must agree to submit to counter-intelligence focused polygraphs as part of the process for obtaining and retaining a Top Secret Security Clearance.

### **B. RESTRICTIONS ON ELECTRONIC EQUIPMENT**

Personally owned Portable Electronic Devices (PEDs) including, but not limited to, personal digital assistants, Blackberry devices, cellular telephones, and two-way pagers are prohibited in FBI space unless properly approved. No personally owned electronic devices are permitted to operate within SCIFs as outlined in DCI Directive 6/9 and existing Bureau policy. All other non-FBI owned information technology and systems (such as computers, printers, fax machines, copiers, PEDs, cameras, and media including diskettes, CDs, tapes) require FBI approval prior to introduction, operation, connection, or removal from FBI spaces to include SCIFs. Additionally, if approved by the FBI Security Officer, these systems must operate in compliance with the FBI's policies, guidelines, and procedures.

### **VII. DEPUTATION**

Non-federal members of the JTTF who are subject to a background inquiry and are sworn law enforcement officers will be federally deputized while detailed to the JTTF. The FBI will secure the required authorization for their deputation. Deputation of these individuals will ensure that they are able to assist fully in investigations in compliance with applicable federal statutes. On occasion, investigations may be conducted outside of the JTTF's assigned territory. Deputation will allow non-federal members of the JTTF to exercise federal law enforcement authority throughout the United States.

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Under the terms of this MOU, all Participating Agencies agree that non-sworn personnel detailed to the JTTF will not : (1) participate in law enforcement activities, (2) carry a weapon; or (3) participate in the execution of search/arrest warrants.

**VIII. STAFFING COMMITMENT**

- A. In view of the need for security clearances and continuity of investigators, all personnel detailed to the JTTF should be expected to be detailed for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain a member of the JTTF. All non-FBI members of the JTTF must adhere to the same rules and regulations as FBI employees with regard to conduct and activities while in FBI space, while operating FBI vehicles, and while conducting JTTF business. All Task Force members detailed from other federal agencies are responsible for maintaining an appropriate case load, as directed by JTTF management.
  
- B. All investigators detailed to the JTTF will be designated either full-time or part-time. The operational needs of the JTTF require that any assignments to special details, or duties outside of the JTTF to full-time JTTF members be coordinated with the FBI JTTF Supervisor. Though each JTTF member will report to his or her respective Participating Agency for personnel matters, he or she will coordinate leave with the JTTF's FBI JTTF Supervisor.
  
- C. During periods of heightened threats and emergencies, the JTTFs may be expected to operate 24 hours per day, seven days per week, for extended periods of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. Accordingly, during these periods, each Participating Agency member will be expected to be available to support JTTF activities.

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**IX. RECORDS, REPORTS AND INFORMATION SHARING**

- A. All JTTF materials and investigative records, including any Memorandum of Understanding, originate with, belong to, and will be maintained by the FBI. All investigative reports will be prepared by JTTF personnel solely on FBI forms. All information generated by the FBI or the JTTF will be controlled solely by the FBI and may not be removed from FBI space without the approval of the JTTF Supervisor. Dissemination, access or other use of JTTF records will be in accordance with Federal law, Executive Orders, and Department of Justice and FBI regulations and policy, including the dissemination and information sharing provisions of the FBI Intelligence Policy Manual. As FBI records, they may be disclosed only with FBI permission and only in conformance with the provisions of federal laws and regulations, including the Freedom of Information Act, 5 U.S.C. Section 552, and the Privacy Act of 1974, 5 U.S.C. Section 552a, as well as applicable civil and criminal discovery privileges. This policy includes any disclosure of FBI information, including JTTF materials and investigative records, to employees and officials of a Participating Agency who are not members of a JTTF, which must be approved by the JTTF supervisor. All electronic records and information, including, but not limited to, systems, databases and media, are also regulated by FBI policy. JTTF members may request approval to disseminate FBI information from the JTTF Supervisor.
- B. Each Participating Agency agrees to have its Detailees to the JTTF execute an FD-868, or a similar form approved by the FBI. This action obligates the Detailee, who is accepting a position of special trust in being granted access to classified and otherwise sensitive information as part of the JTTF, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- C. The participation of other federal, state, local, and tribal partners on the JTTF is critical to the long-term success of the endeavor. Articulating the level of effort for these partnerships is a key measure of the JTTF=s performance. Accordingly, all task force members will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.

**X. COORDINATION**

- A. The Participating Agency agrees to not knowingly act unilaterally on any matter affecting the JTTF without first coordinating with the FBI. The parties agree that matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the

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Participating Agency. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTFs.

- B. JTTF criminal investigative procedures will conform to the requirements for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

### **XI. FUNDING**

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. The FBI and the Participating Agency may enter into a separate agreement to reimburse the Participating Agency for approved overtime expenses.

### **XII. TRAVEL**

All JTTF-related travel of non-FBI personnel requires the approval of the appropriate JTTF Supervisor and Participating Agency authorization prior to travel. In order to avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee=s membership in the JTTFs. For domestic travel, each agency member will be responsible for appropriate notifications within his or her own agency, as well as standard FBI travel approvals and notification. The FBI will obtain FBIHQ authorization and country clearances for all JTTF members who are required to travel outside the United States. As noted above, the appropriate security clearance must be obtained prior to any international travel. The FBI will pay costs for travel of all members of the JTTFs to conduct investigations outside of the JTTF=s assigned territory.

### **XIII. VEHICLES AND EQUIPMENT**

- A. In furtherance of this MOU, employees of the Participating Agency may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI vehicles must

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only be used for official JTTF business and only in accordance with applicable FBI rules and regulations.

- B. *[non-Federal entities only]* Any civil liability arising from the use of an FBI owned or leased vehicle by a Participating Agency task force member while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by a Participating Agency JTTF member which is outside of the scope of his or her official duties and assignments under this MOU.
- C. For official inventory purposes, all JTTF equipment including badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will be produced by each JTTF member upon request. At the completion of the member=s assignment on the JTTF, or upon withdrawal or termination of the Participating Agency from the JTTF, all equipment will be returned to the supplying agency.

### **XIV. FORFEITURE**

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunction with JTTF operations, as provided by these rules and regulations. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the U.S. Department of Justice and the FBI. Forfeitures attributable to JTTF investigations may be distributed among the Participating Agencies in JTTF-related operations at the discretion of the FBI.

### **XV. HUMAN SOURCES**

- A. All human sources developed through the JTTF will be handled in accordance with the Attorney General=s and the FBI=s guidelines, policies and procedures.
- B. All human sources developed during the course of any JTTF investigation shall be operated with all appropriate FBI suitability paperwork completed prior to use. All source debriefings or written products of information obtained from any human source will use FBI document format and handling procedures.

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- C. The FBI, as permitted by federal law, agrees to pay reasonable and necessary human source expenses incurred by the JTTF. All expenses must be approved by the FBI before they are incurred. No payments may be made to JTTF human sources without prior FBI approval.

**XVI. MEDICAL**

A. All Participating Agencies will ensure that detailed JTTF members are medically qualified according to their agencies' standards to perform law enforcement duties, functions and responsibilities.

B. To ensure protection for purposes of the Federal Employees' Compensation Act (FECA), JTTF members should be detailed to the FBI consistent with the provisions of the Intergovernmental Personnel Act (IPA), 5 U.S.C. ' 3374(d). This Act stipulates that "[a] State or local government employee who is given an appointment in a Federal agency for the period of the assignment or who is on detail to a Federal agency and who suffers disability or dies as a result of personal injury sustained while in the performance of his duty during the assignment shall be treated . . . as though he were an employee as defined by section 8101 of this title who has sustained the injury in the performance of duty." Other provisions of federal law may extend FECA benefits in more limited circumstances. The Department of Labor's Office of Workers' Compensation Programs is charged with making FECA coverage determinations and is available to provide guidance concerning specific circumstances.

**XVII. TRAINING**

All JTTF members are required to attend FBI legal training in compliance with FBI regulations and any other training deemed necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of any training required of its own employees detailed to the JTTF.

**XVIII. DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

Members of the JTTF will follow their own agency=s policy concerning use of deadly force.

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**XIX. DEPARTMENT OF DEFENSE COMPONENTS**

The Posse Comitatus Act, 18 U.S.C. § 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

**XX. MEDIA**

All media releases will be mutually agreed upon and jointly handled by the member Participating Agencies of the appropriate JTTF. Press releases will conform to DOJ Guidelines regarding press releases. No press release will be issued without prior FBI approval.

**XXI. LIABILITY**

The Participating Agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the JTTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

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**A. COMMON LAW TORT CLAIMS**

1. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the FTCA, 28 U.S.C. ' 1346(b), and ' ' 2671 - 2680.
2. Notwithstanding the provisions contained in Article XIII of this MOU, for the limited purpose of defending civil claims arising out of JTTF activity, a state, local, or tribal law enforcement officer who has been federally deputized and who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an Aemployee@ of the U.S. government, as defined at 28 U.S.C. ' 2671. See 5 U.S.C. ' 3374(c)(2).
3. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), 28 U.S.C. ' 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. ' 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. ' 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit on any tort claim arising out of the incident.
4. If the Attorney General declines to certify that an employee was acting within the scope of employment, Athe employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.@ 28 U.S.C. ' 2679(d)(3).
5. Liability for any negligent or willful acts of JTTF members undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

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**B. CONSTITUTIONAL CLAIMS**

1. Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. ' 1983 for state officers.
2. Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, Ainssofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.@ Harlow v. Fitzgerald, 457 U.S. 800 (1982).
3. If a Participating Agency JTTF officer is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the course of the JTTF, the officer may request representation by DOJ. 28 C.F.R. ' ' 50.15, 50.16.
4. An employee may be provided representation Awhen the actions for which representation is requested reasonably appears to have been performed within the scope of the employee=s employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States.@ 28 C.F.R. ' 50.15(a).
5. A JTTF member=s written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI=s Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI=s OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. ' 50.15(a)(3).
6. If a JTTF member is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. ' 50.15(c)(4). The criteria for payment are substantially similar to those

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used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. ' 50.15(a).

7. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this Article shall be deemed to create any legal right on the part of any JTTF personnel.

**C. EXPRESS RESERVATIONS**

1. Nothing in this Article shall be deemed to create an employment relationship between the FBI or the United States and any Participating Agency JTTF member other than for exclusive purposes of the FTCA, as outlined herein.
2. The participating agencies do not waive any available defenses and/or limitations on liability. No Participating Agency shall be considered to be an agent of any other Participating Agency.

**XXII. DURATION**

- A. The term of the MOU shall be an indefinite period. The MOU may be terminated at will by any party, provided written notice is provided to the other parties of not less than sixty (60) days. Upon termination of the MOU, all equipment will be returned to the supplying agency(ies). It is understood that the termination of this agreement by any one of the Participating Agencies will have no effect on the agreement between the FBI and all other participating agencies.
- B. Notwithstanding this provision, the provisions of Paragraph IX, entitled RECORDS, REPORTS AND INFORMATION SHARING, and Paragraph XXI, entitled LIABILITY, will continue until all potential liabilities have lapsed. Similarly, the inherent disclaimer limitation contained in the EXPRESS RESERVATION provision will survive any termination.

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**XXIII. AMENDMENTS**

This agreement in no manner affects any existing MOUs or agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

**SIGNATORIES:**

\_\_\_\_\_  
Agency Head  
Travis County Sheriff's Office

Date: \_\_\_\_\_

\_\_\_\_\_  
Special Agent in Charge  
San Antonio Division  
Federal Bureau of Investigation

Date: \_\_\_\_\_

This document is the property of the FBI and is loaned to your agency.  
Neither it nor its contents may be released without authorization by FBI Headquarters.

**COST REIMBURSEMENT AGREEMENT**  
**BETWEEN**  
**THE FEDERAL BUREAU OF INVESTIGATION (FBI)**  
**AND**

**TRAVIS COUNTY SHERIFF'S OFFICE**

TASK FORCE FILE # \_\_\_\_\_

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized **Joint Terrorism Task Force** as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the Travis County Sheriff's Office, located at **5555 Airport Blvd, Austin TX, 78751**, Taxpayer Identification Number: **74-6000192**, Phone Number: **512-854-9770**, that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.
2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.
3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.
4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1<sup>st</sup> of one year through September 30<sup>th</sup> of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1<sup>st</sup> of each year.
5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.
6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.
7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate

Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9. Requests for reimbursement must be received by the FBI no later than December 31<sup>st</sup> of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2014 must be received by the FBI by December 31, 2014. The FBI is not obligated to reimburse any requests received after that time.

10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

**FOR THE AGENCY:**

**FOR THE FBI:**

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Sheriff  
Travis County Sheriff's Office

Date

---

Special Agent in Charge  
San Antonio Division

Date

---

Contracting Officer  
FBI Headquarters

Date



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Michael Winn, 512-854-4728

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

## **AGENDA LANGUAGE:**

1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LEASE AGREEMENT WITH BEN HUR SHRINE CENTER FOR USE OF THE BEN HUR SHRINE CENTER, 7811 ROCKWOOD LANE IN AUSTIN, TEXAS AS AN EARLY VOTING AND ELECTION DAY POLLING LOCATION FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTIONS.
2. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LEASE AGREEMENT WITH LOST CREEK MUNICIPAL UTILITY DISTRICT FOR USE OF THE PUBLIC BUILDING AT 1305 QUAKER RIDGE DRIVE IN AUSTIN, TEXAS AS AN EARLY VOTING AND ELECTION DAY POLLING LOCATION FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTIONS.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Early Voting and Election Day Polling Location Leases for Ben Hur Shrine Center and Lost Creek Municipal Utility District public building.

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

## **REQUIRED AUTHORIZATIONS:**

Susan Bell, Chief Deputy Clerk, 512-854-9587

Michael Winn, Director of Elections, 512-854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 512-854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By:** Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619

**Division Director/Manager:** Anna Bowlin, Division Director of Development Services and Long Range Planning

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Todd, Precinct Two

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, November 12, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate a 10 foot wide public utility easement located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15 – Precinct Two.

### **BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to authorize the filing of an instrument to vacate a 10 foot wide public utility easement (PUE), more specifically described as an electric easement (EE), located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15. The easement is dedicated per plat note. The subject lot fronts on James Ryan Way, a street maintained by Travis County.

The electric utility company operating in the area has stated they have no objection to vacating the subject easement. Staff foresees no opposition to this request.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter the owner of the property would like resolve an encroachment issue. It seems a retaining wall was constructed within the boundaries of the subject easement without having the easement vacated. Vacating the easement should remedy the encroachment issue.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

**CC:**

Stacey Scheffel	Permit Program Manager	TNR	(512) 854-7565

**SM:AB:ps**

**1101 - Development Services Long Range Planning - River Place, Section 15**

**ORDER OF VACATION**

**STATE OF TEXAS                    §**

**COUNTY OF TRAVIS   §**

WHEREAS, the property owner requests the vacation of a ten foot wide public utility easement (more specifically described as an electric easement) located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15 as recorded at Volume 103, Pages 56-60 of the Real Property Records of Travis County, Texas;

WHEREAS, the electric utility company known to be operating in the area has indicated they have no need for the public utility (electric) easement as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility (electric) easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on November 12, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the ten foot wide public utility (electric) easement located along the northwesterly side lot line of Lot 10, Block D of River Place, Section 15, as shown and described in the attached field notes and sketch, is hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

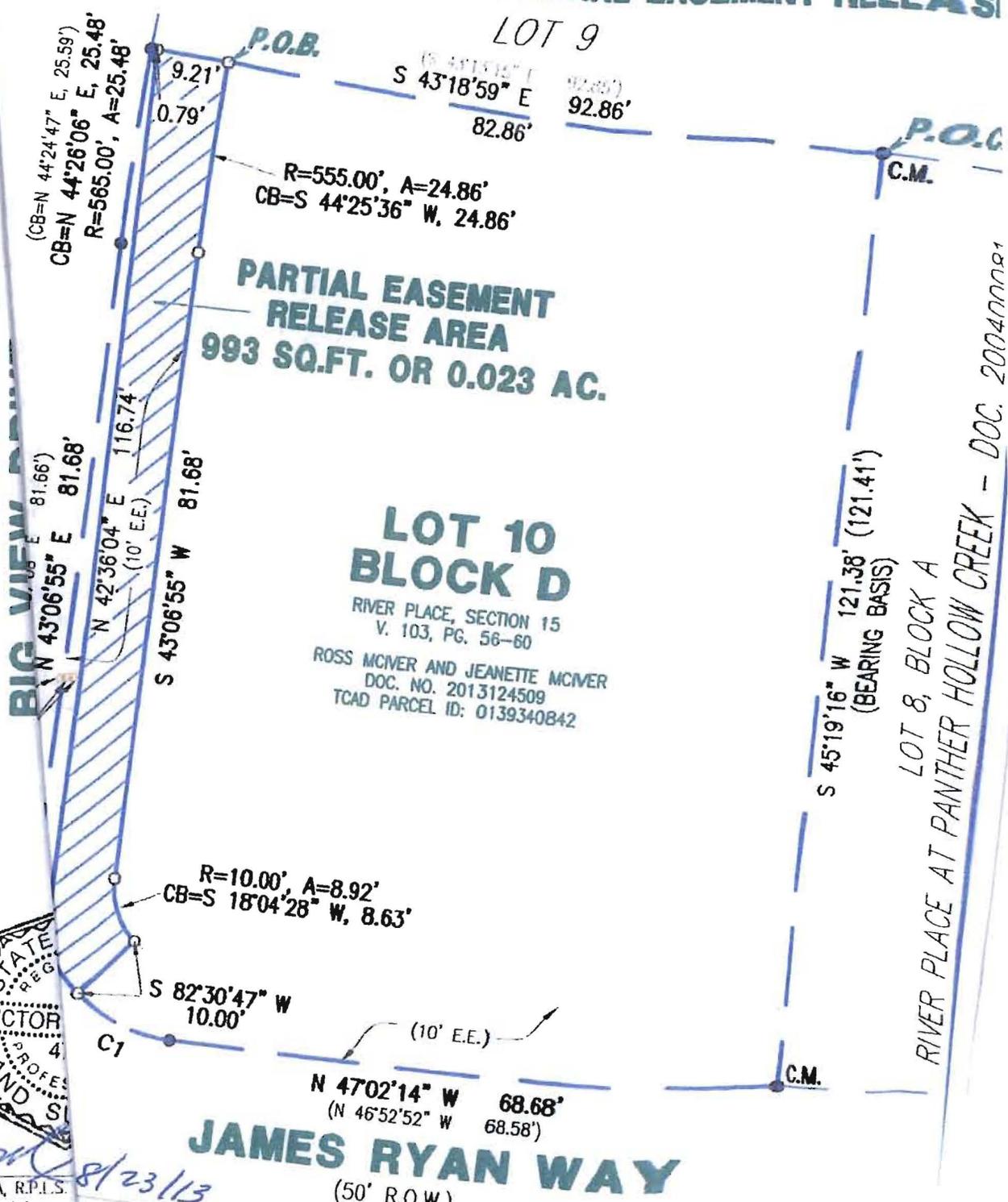
\_\_\_\_\_  
COMMISSIONER BRUCE TODD  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER GERALD DAUGHERTY  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

**SKETCH TO ACCOMPANY FIELD NOTES FOR PARTIAL EASEMENT RELEASE**

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	20.00	39°10'12"	13.67	7.12	N 27°04'19" W	13.41
C2	20.00	22°07'27"	7.72	3.91	N 03°34'30" E	7.67
C3	20.00	28°44'18"	10.03	5.12	N 29°00'25" E	9.93



VICTOR M. GARZA, R.P.L.S. 41231/13

I, Victor M. Garza, licensed to practice as a Professional Land Surveyor in the State of Texas, hereby certify that the foregoing metes and bounds and sketch were based on an on the ground survey, that all protrusions and encroachments are accounted for including but not limited to, but the easement area are accounted for improvements whatsoever and roof overhangs and all visible.



**B&G S**  
**DEWEY H. BUR**  
 Surveyed by: **B & G S**

WWW.BAND  
 1404 West North Loop  
 Office 512\*458-6969

- LEGEND**
- 1/2" REBAR FOUND
  - CALCULATED POINT
  - 1/2" IRON PIPE FOUND
  - 600 NAIL FOUND
  - B.L. BUILDING LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - E.E. ELECTRIC EASEMENT
  - ( ) PERMITS

20' 0 20'

REVISED: 08/22/13

**EXHIBIT 'B'**  
 SHEET 3 OF 3

Aug. 26, 2013

This is a letter to explain what prompted this partial vacation of easement at 10224 James Ryan Way.

There was a pool built in 2001 and it was never finalized. When the inspectors went out he found a retaining wall that had been built encroaching into an electric easement.

I contacted Austin Energy and Wendi made a trip out there to inspect the area and as she states in the attached letter that all the services are outside this easement.

In order for the review second to clear this they said we would have to have a recorded vacation document.

At that time we hopefully can clear the final inspection.

If you have any questions please contact me.

Maureen Morphew

401 ARROWHEAD POINT RD

BELTON, TEXAS 76513

morphew@vvm.com

(254) 780-2383

cell in 254 760-4493



**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4649

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at 10224 James Ryan Way (address) and/or Lot 10, Block D, River Place, Section 15 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

**STATEMENT**

X We do not have need for an easement on the property as described in the accompanying document.

       We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.



Signature  
Sonny Poole

Printed Name  
Mgr., PIRES

Title  
Austin Energy

Utility Company or District  
September, 30, 2013

Date

Please return this completed form to:

Ross & Jeanette McIver

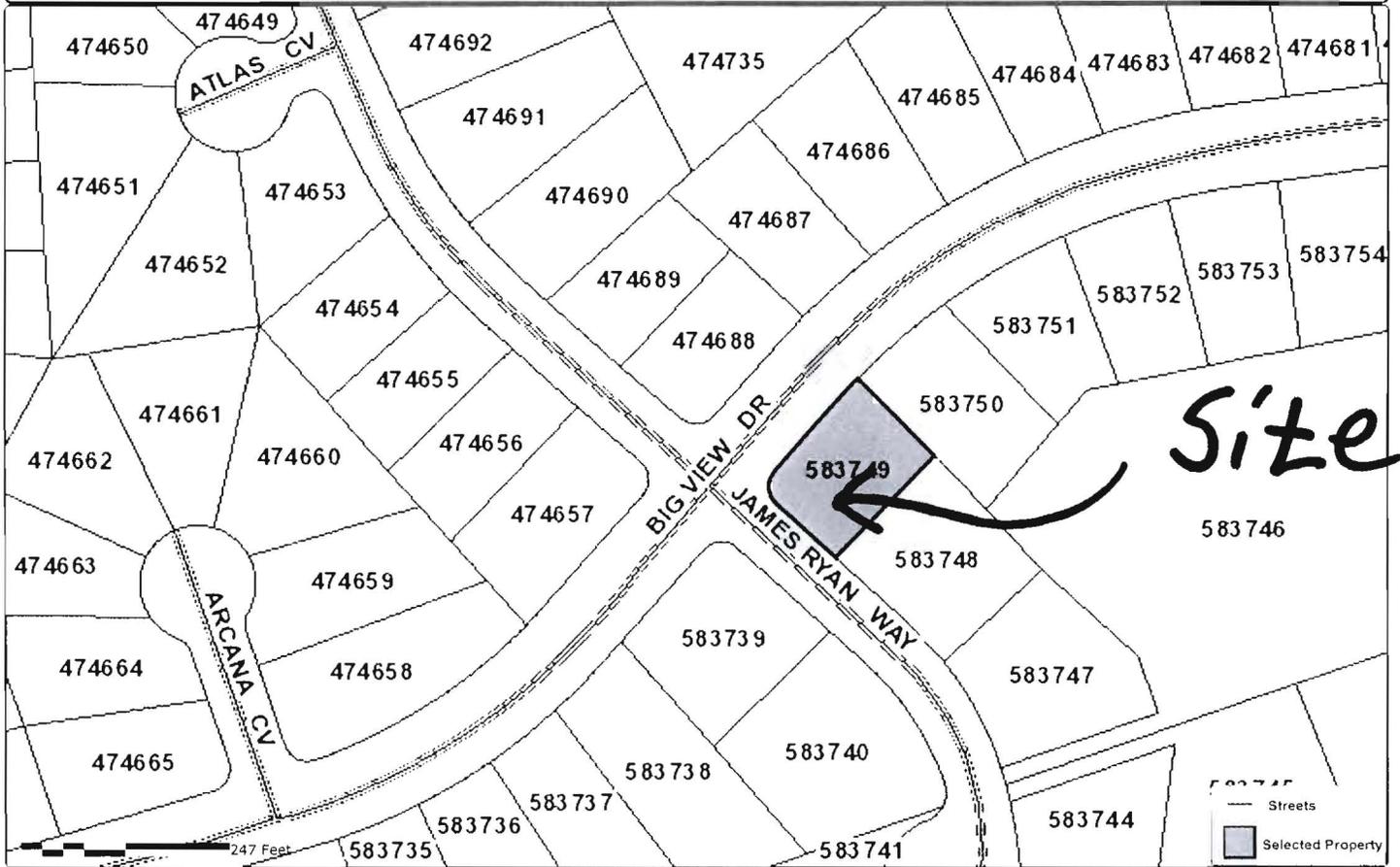
Name  
10224 James Ryan Way

Address  
Austin, TX 78730

City/State/Zip

INT.     
DATE. 10-1-13

### Travis CAD - Map of Property ID 583749 for Year 2013



#### Property Details

##### Account

Property ID: 583749  
Geo ID: 0139340942  
Type: Real  
Legal Description: LOT 10 BLK D RIVER PLACE SEC 15

##### Location

Situs Address: 10224 JAMES RYAN WAY TX 78730  
Neighborhood: RIVER PLACE INTERIOR  
Mapsco: 522F  
Jurisdictions: 0A, 03, 2J, 52, 59, 68, 69

##### Owner

Owner Name: NUNES GARY & CORINNE  
Mailing Address: , 2161 EL MONTE DR, , THOUSAND OAKS, CA 91362-1826

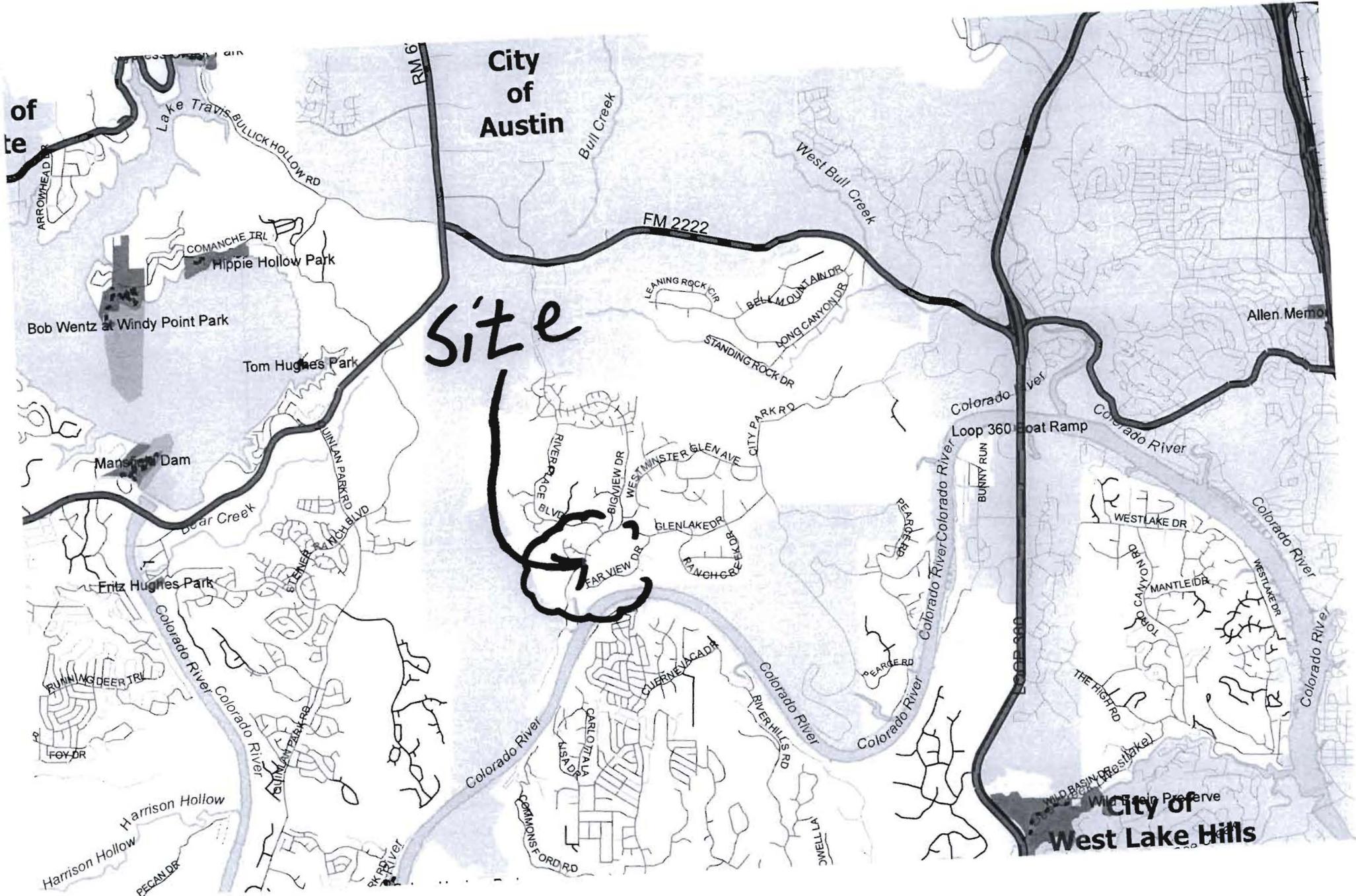
##### Property

Appraised Value: \$597,625.00

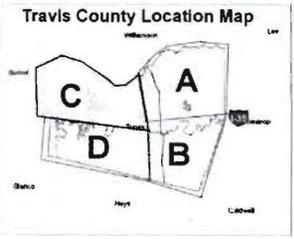
<http://propaccess.traviscad.org/Map/View/Map/1/583749/2013>



Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.



WILLIAMSON COUNTY



Source(s) City of Austin Roads - COA 2013, Unincorporated Roads - Travis County 2013, Creeks- NHD 2005, Parks - Travis County 2013.

**Legend**

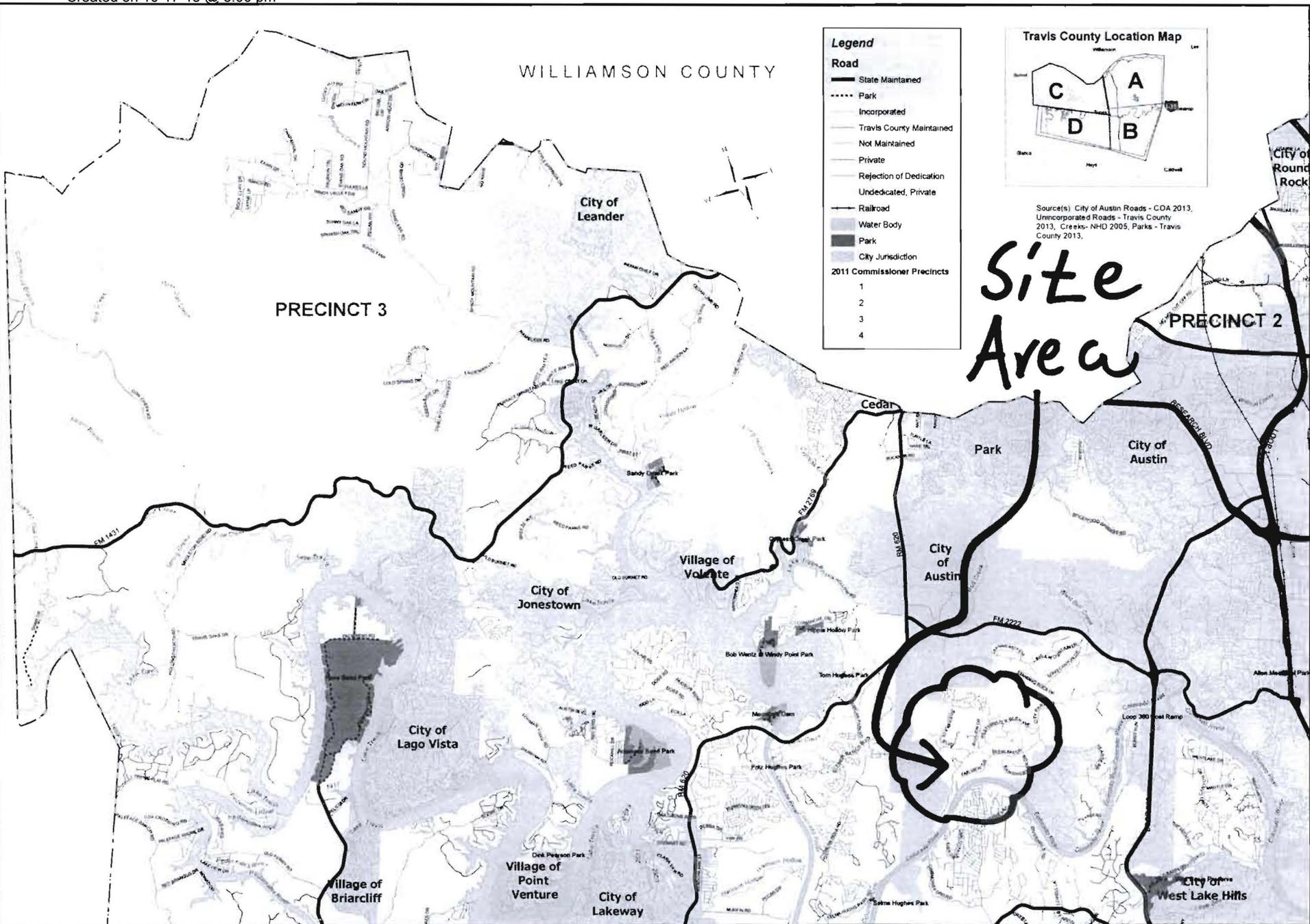
**Road**

- State Maintained
- - - - Park
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- Park
- City Jurisdiction

**2011 Commissioner Precincts**

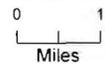
- 1
- 2
- 3
- 4

*Site Area*



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

# Travis County Roadways, Map C

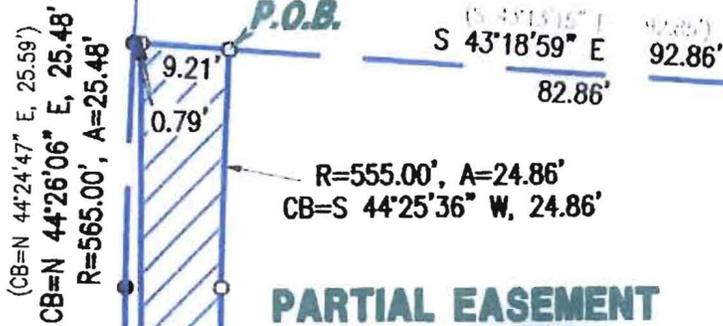


Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date 5/21/2013

Created on 10-17-13 @ 3:00 pm  
**SKETCH TO ACCOMPANY FIELD NOTES FOR PARTIAL EASEMENT RELEASE**

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	20.00	39°10'12"	13.67	7.12	N 27°04'19" W	13.41
C2	20.00	22°07'27"	7.72	3.91	N 03°34'30" E	7.67
C3	20.00	28°44'18"	10.03	5.12	N 29°00'23" E	9.93

**BIG VIEW DRIVE**  
 (70' R.O.W.)



**PARTIAL EASEMENT RELEASE AREA**  
 993 SQ.FT. OR 0.023 AC.

**LOT 10 BLOCK D**

RIVER PLACE, SECTION 15  
 V. 103, PG. 56-60  
 ROSS MCIVER AND JEANETTE MCIVER  
 DOC. NO. 2013124509  
 TCAD PARCEL ID: 0139340842

WATER METER  
 WATER VALVES

R=10.00', A=8.92'  
 CB=S 18°04'28" W, 8.63'



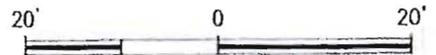
*Victor M. Garza* 8/23/13  
 VICTOR M. GARZA, R.P.L.S. 4740 DATE

**JAMES RYAN WAY**  
 (50' R.O.W.)

S 45°19'16" W 121.38' (121.41')  
 (BEARING BASIS)

LOT 8, BLOCK A  
 RIVER PLACE AT PANTHER HOLLOW CREEK - DOC. 200400081

I, Victor M. Garza, licensed to practice Land Surveying in the State of Texas, hereby certify that the foregoing metes and bounds legal description and sketch were based on an on the ground survey, that all protrusions and encroachments into the easement area are accounted for including but not limited to, building footprint, eaves and roof overhangs and all visible improvements whatsoever.



REVISED: 08/22/13

**EXHIBIT 'B'**  
 SHEET 3 OF 3

JOB #: B0800713\_TA\_ER  
 DATE: 08/19/13  
 SCALE: 1" = 20'



**B & G SURVEYING, INC.**  
**DEWEY H. BURRIS & ASSOCIATES, INC.**

Surveyed by: B & G Surveying, Inc.

WWW.BANDGSURVEY.COM

1404 West North Loop Blvd. Austin, Texas 78756  
 Office 512\*458-6969, Fax 512\*458-9845

- LEGEND**
- 1/2" REBAR FOUND
  - CALCULATED POINT
  - 1/2" IRON PIPE FOUND
  - ▲ 60D NAIL FOUND
  - BUILDING LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - E.E. ELECTRIC EASEMENT
  - ( ) PER V. 103, PG. 56-60
  - C.M. CONTROL MONUMENT
  - R.O.W. RIGHT OF WAY
  - P.O.B. PLACE OF BEGINNING

**EXHIBIT "A"  
PG. 1 OF 3**

**PARTIAL EASEMENT RELEASE AREA**

**BEING 993 SQUARE FEET, OR 0.023 OF AN ACRE, TRACT OF LAND, MORE OR LESS, OUT OF LOT 10, BLOCK D, RIVER PLACE, SECTION 15, A SUBDIVISION OF RECORD IN VOLUME 103, PAGES 56-60 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS CONVEYED TO ROSS MCIVER AND JEANETTE MCIVER IN DOCUMENT NUMBER 2013124509 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 10.0 FOOT ELECTRIC EASEMENT (E.E.) CREATED BY SAID RIVER PLACE, SECTION 15 SUBDIVISION; SAID 993 SQUARE FEET, OR 0.023 OF AN ACRE, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a ½" rebar found in the westerly line of Lot 9, said River Place, Section 15, said point being the western most corner of Lot 8, Block A, River Place at Panther Hollow Creek, a Subdivision of record in Document No. 200400081, Official Public Records of said County and being the eastern most corner of said Lot 10; from which a ½" rebar found in the easterly right of way line of James Ryan Way, being the southwesterly corner of said Lot 8, and the southwesterly corner of said Lot 10 bears, S 45°19'16" W (Bearing Basis), a distance of 121.38 feet;

THENCE N 43°18'59" W, with the common boundary lines of said Lot 9 and said Lot 10, a distance of 82.86 feet to a calculated point in the southerly line of said 10 foot E.E. for the southeasterly corner and the **PLACE OF BEGINNING**, hereof;

THENCE running through said Lot 10 with the southerly line of said 10 foot E.E., being the southerly line hereof, the following three (3) calls:

1. 24.86 feet along the arc of a curve to the left, having a radius of 555.00 feet and chord bearing and distance of S 44°25'36" W for 24.86 feet to a calculated point, said point being the point of tangency of said Easement and the Tract hereof;
2. S 43°06'55" W, a distance of 81.68 feet to a calculated point, said point being the point of curvature of said Easement and the Tract hereof;
3. 8.92 feet along the arc of a curve to the left, having a radius of 10.00 feet and a chord bearing and distance of S 18°04'28" W, a distance of 8.63 feet to a calculated point, said point being the southeasterly corner hereof;

THENCE S 82°30'47" W, running through said Easement and continuing through said Lot 10, being the southerly line hereof, a distance of 10.00 feet to a calculated point at the intersection point of the northerly right of way line of Big View Drive and the easterly right of way line of said James Ryan Way, for the southwesterly corner hereof;

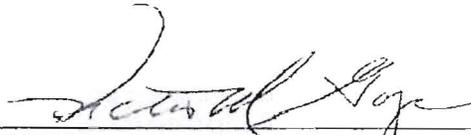
**PG. 2 OF 3**

THENCE 7.72 feet along the arc of a curve to the right, having a radius of 20.00 feet and a chord bearing and distance of N 03°34'30" E, for 7.67 feet to a calculated point for the northwesterly corner hereof;

THENCE N 42°36'04" E, departing said right of way and running through said Lot 10 and said 10 foot Easement, a distance of 116.74 feet to a calculated point in the aforementioned westerly line of Lot 9 for the northeasterly corner hereof; from which a ½' rebar found at the northwesterly corner of said Lot 9, being the northeasterly corner of said Lot 10 bears, N 43°18'59" W, a distance of 0.79 feet;

THENCE S 43°18'59" E, with the common boundary line of said Lots 9 and 10, running through said easement, a distance of 9.21 feet to the **PLACE OF BEGINNING** hereof and containing 993 square feet or 0.023 of an acre of land, more or less.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SKETCH ONLY.



8/22/13

VICTOR M. GARZA, R.P.L.S. 4740  
B & G SURVEYING, INC.  
1404 W. NORTH LOOP BLVD.  
AUSTIN, TEXAS 78756  
(512) 458-6969, FAX: (512) 458-1129

DATE

B0800713\_ER\_LEGAL  
TCAD Parcel ID: 0139340842  
<http://www.bandgsurvey.com>

