



## 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

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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)

### TABLE OF CONTENTS

| <u>SECTION</u> |  | <u>PAGE</u> |
|----------------|--|-------------|
| 1              | DEFINITIONS  | 1           |
| 2              | EMPLOYMENT OF THE CONSULTANT                                   | 3           |
| 3              | AUTHORITY OF THE COUNTY'S PROJECT MANAGER AND PURCHASING AGENT | 3           |
| 4              | SCOPE OF SERVICES  | 4           |
| 5              | COORDINATION WITH COUNTY                                       | 5           |
| 6              | COMPENSATION   | 6           |
| 7              | PERIOD OF SERVICE; TERMINATION                                 | 6           |
| 8              | WORK PRODUCT   | 10          |
| 9              | CONSULTANT'S RESPONSIBILITY AND LIABILITY                      | 10          |
| 10             | OWNERSHIP OF INFORMATION                                       | 14          |
| 11             | MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS                  | 15          |
| 12             | MISCELLANEOUS:   | 15          |
|                | 12.1 VENUE   | 15          |
|                | 12.2. SEVERABILITY   | 15          |
|                | 12.3 EQUAL OPPORTUNITY IN EMPLOYMENT                           | 15          |
|                | 12.4 CERTIFICATE OF CONSULTANT                                 | 15          |
|                | 12.5 BIDDING EXEMPTION   | 16          |
|                | 12.6 NOTICE  | 16          |
|                | 12.7 INSURANCE REQUIREMENTS                                    | 16          |
|                | 12.8 FORFEITURE OF AGREEMENT                                   | 16          |
|                | 12.9 PURCHASE ORDER  | 17          |
|                | 12.10 PAYMENTS   | 18          |
|                | 12.11 INTEREST ON OVERDUE PAYMENTS                             | 19          |
|                | 12.12 PROPERTY TAXES   | 19          |
|                | 12.13 TAXPAYER IDENTIFICATION                                  | 19          |
|                | 12.14 SUCCESSORS AND ASSIGNS                                   | 19          |
|                | 12.15 HISTORICALLY UNDERUTILIZED BUSINESSES                    | 19          |
|                | 12.16 FUNDING OUT  | 20          |
|                | 12.17 FUNDING LIMITATIONS                                      | 20          |
|                | 12.18 NON-WAIVER OF DEFAULT                                    | 21          |
|                | 12.19 MEDIATION  | 21          |
|                | 12.20 OFFICIALS NOT TO BENEFIT                                 | 21          |
|                | 12.21 CONSULTANT CERTIFICATIONS                                | 21          |
|                | 12.22 CIVIL RIGHTS/ADA COMPLIANCE                              | 21          |
|                | 12.23 GRATUITIES   | 22          |
|                | 12.24 MONITORING   | 22          |
|                | 12.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS                | 22          |
|                | 12.26 TEXAS PUBLIC INFORMATION ACT                             | 22          |
|                | 12.27 CONFLICT OF INTEREST QUESTIONNAIRE                       | 22          |
|                | 12.28 CERTIFICATION OF ELIGIBILITY                             | 23          |
|                | 12.29 ENTIRE AGREEMENT   | 23          |
|                | 12.30 ENTITY STATUS  | 23          |
|                | 12.31 ACKNOWLEDGEMENT  | 23          |
|                | 12.32 FORCE MAJEURE  | 23          |
|                | <b>ACKNOWLEDGEMENT AND SIGNATURE PAGE</b>                      | <b>24</b>   |

|            |  |    |
|------------|--|----|
| EXHIBIT 1  | COMPENSATION FOR PROFESSIONAL SERVICES         | 25 |
| EXHIBIT 2  | HOURLY RATES                                   | 27 |
| EXHIBIT 3  | EQUAL OPPORTUNITY IN EMPLOYMENT                | 28 |
| EXHIBIT 4  | INSURANCE REQUIREMENTS                         | 30 |
| EXHIBIT 5  | ETHICS AFFIDAVIT                               | 31 |
|            | ATTACHMENT 1 KEY CONTRACTING PERSONS LIST      | 32 |
| EXHIBIT 6  | HUB SUBCONTRACTING DECLARATION                 | 34 |
| APPENDIX A | SCOPE OF SERVICES                              | 38 |
| APPENDIX B | ORGANIZATIONAL CHART IDENTIFYING KEY PERSONNEL | 58 |

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, 3rd, 4th 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<br>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> |
| <br>  |                       |
| <b>Phase III**</b>  |                       |
| <b>TOTAL</b>  | <b>\$ 599,917.50</b>  |
| <br>  |                       |
| <b>Phase IV**</b>   |                       |
| <b>TOTAL</b>  | <b>\$ 600,618.90</b>  |
| <br>  |                       |
| <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

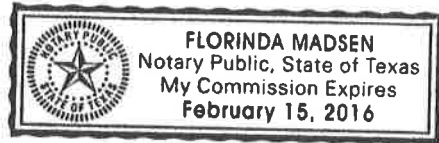
9400 AMBERGLEN BLVD

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<br/>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:<br>0.3% African-American<br>2.5% Hispanic<br>0.7% Asian/Native-American | Overall WBE Goal: 6.2%  |
| <input type="checkbox"/> CONSTRUCTION                     | Overall MBE Goal: 13.7% | Sub-goals:<br>1.7% African-American<br>9.7% Hispanic<br>2.3% Asian/Native-American | Overall WBE Goal: 13.8% |
| <input type="checkbox"/> SERVICES                         | Overall MBE Goal: 14.1% | Sub-goals:<br>2.5% African-American<br>9.9% Hispanic<br>1.7% Asian/Native-American | Overall WBE Goal: 15.0% |
| <input checked="" type="checkbox"/> PROFESSIONAL SERVICES | Overall MBE Goal: 15.8% | Sub-goals:<br>1.9% African-American<br>9.0% Hispanic<br>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 County Civil & Family Courthouse Total Bid Amount: \$2,979,946.70 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)



| 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.<br>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?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                |  |   |
| Indicate Gender & Ethnicity: <u>Woman-Owned, Caucasian</u>   |                                |  |   |
| Certifying Agency (Check all applicable):<br><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?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                |  |   |
| Indicate Gender & Ethnicity: <u>Female, African American</u>   |                                |  |   |
| Certifying Agency (Check all applicable):<br><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?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                |  |   |
| Indicate Gender & Ethnicity: <u>Male, Asian</u>  |                                |  |   |
| Certifying Agency (Check all applicable):<br><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?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |                                |  |   |
| Indicate Gender & Ethnicity: <u>Woman-Owned HUB</u>  |                                |  |   |
| Certifying Agency (Check all applicable):<br><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.



| 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<br/>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**

