



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 22, 2013

**Prepared By/Phone Number:** Richard Villareal/512-854-4881, Marvin Brice, CPPB/512-854-9765, Purchasing

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract Award for Professional Architectural and Engineering Services for the Design of the 416 West 11<sup>th</sup> Street Office Building and Parking Structure, RFQ No. Q1306-014-RV, to the highest qualified respondent, Page Southerland Page (PSP).

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

Subject RFQ closed on August 14, 2013. Nine (9) responses (Qualifications Statements) were received in response to the solicitation. The Evaluation Committee, supervised by the Purchasing Office and comprised of representatives from the Facilities Management Department (FMD), reviewed and evaluated (scored) the responses. Based on the scores received, the following four (4) firms shortlisted were PSP, HKS, Gensler and Atkins North America.

Oral interviews with these firms were conducted on September 4<sup>th</sup> -5<sup>th</sup>, 2013. The oral presentations were scored on pre-established questions. On September 17, 2013, the Court authorized the Purchasing Agent to commence negotiations with the team of PSP. The negotiation team met with PSP to clarify and discuss the Scope of Work. PSP team was asked to provide a fee based on those clarifications. The initial fee proposal was \$2,289,618.00. After negotiations with PSP, the final negotiated fee is \$1,990,000.00, which is comprised of the PSP fee, and the fees of their subconsultants, resulting in a cost savings of \$299,618.00. Each sub-consultant's fee was discussed in detail, to ensure there was a clear understanding of the County's expectations, and that there was no "overlap" or "gap" in services by any of the

consultants. The firm did an excellent job in meeting the County's HUB goals. A total of six (6) HUB's are working on their team with a total of 35.3% of the total fee.

Therefore, it is the recommendation of the Purchasing Agent and FMD that a contract be awarded to the firm of PSP, in the amount of \$1,990,000.00. The contracts are being routed for signature. A draft copy is provided for the Court's review, with the originals to be provided for approval upon receipt.

➤ **Contract-Related Information:**

Award Amount: \$1,990,000.00 (Not-to-Exceed)  
Contract Type: Professional Service Agreement  
Contract Period: Through Project Completion

➤ **Solicitation-Related Information:**

Solicitations Sent:	Responses Received: 9
HUB Information: N/A	% HUB Subcontractor: 35.3%

➤ **Special Contract Considerations:**

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s):
- Comments: As a matter of interest to the Court, funding for this contract will be available contingent reimbursement resolution approval on October 15, 2013.

# FACILITIES MANAGEMENT DEPARTMENT

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



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

## MEMORANDUM

FM# 416-01-14C-3N

File: 402

TO: Cyd Grimes, CPM, CPPO, Purchasing Agent

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

A handwritten signature in blue ink that reads "Roger A. El Khoury".

DATE: October 9, 2013

SUBJECT: 416 W. 11<sup>th</sup> St. Office Building and Parking Structure  
RFQ #Q1306-014-RV  
Recommendation for Award of Contract for Professional A/E Services

Facilities Management Department (FMD) recommends Court approval of contract award to Page Southerland Page, LLP (PSP) for professional architectural/engineering services related to the 416 W. 11<sup>th</sup> St. Office Building and Parking Structure. The contract amount is \$1,950,000 for basic services and \$40,000 for reimbursable expenses as described in the Professional Services Agreement included in the above-referenced RFQ and as further clarified in the contract negotiations. Funding for this contract is budgeted and will be available upon approval of a Reimbursement Resolution which is on the Commissioners Court October 15, 2013 Voting Session agenda. FMD recommends placing this item for contract award on the Commissioners Court agenda for consideration on October 22, 2013.

If you have any questions or need additional information, please call Ken Gaede at extension 49894. Your assistance in obtaining Commissioners Court approval of this contract is appreciated.

### COPY TO:

Leslie Browder, Executive Manager, PBO

Ken Gaede, AIA, Senior Project Manager, FMD

Amy Draper, CPA, Financial Manager, FMD

Tenley Aldredge, Assistant County Attorney, County Attorney's Office

Richard Villareal, Purchasing Agent Assistant, Purchasing Office

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OFFICE

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TRAVIS COUNTY  
AND

PAGE SOUTHERLAND PAGE, LLP

FOR

ARCHITECTURAL/ENGINEERING SERVICES

FOR

**416 WEST 11<sup>th</sup> STREET OFFICE BUILDING  
AND PARKING STRUCTURE**

**Contract No. 4400001668**

**PROFESSIONAL SERVICES AGREEMENT (PSA)**

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**PROFESSIONAL SERVICES AGREEMENT (PSA)**

**STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §**

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "County") and Page Southerland Page, LLP (the "Consultant") (this "Agreement").

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

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

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

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

**SECTION 1  
EMPLOYMENT OF THE CONSULTANT**

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

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

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

## SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional Consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.
- 2.2 Consultant shall perform the "Basic Services," which means:



- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
  - 2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");
  - 2.2.3 all requirements stated in the Qualifications Statement submitted by the Consultant in response to RFQ#Q1306-014-RV, attached hereto as Appendix C and made a part hereof;
  - 2.2.4 the Work Product, as defined herein, which the Consultant shall submit to the County for review at regular intervals, as specified in the Project Schedule attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project shall be the latest edition in effect, in accordance with the Authority Having Jurisdiction (AHJ), on the date on which this PSA is executed, unless the Consultant and the County expressly agree otherwise. The applicable codes for this project include but are not limited to the following, subject to the provisions for each as adopted by the AHJ:
- a. International Building Code with City of Austin amendments
  - b. International Fire Code with City of Austin amendments
  - c. Uniform Plumbing Code with City of Austin amendments
  - d. Uniform Mechanical Code with City of Austin amendments
  - e. International Energy Code with City of Austin amendments
  - f. National Electrical Code with City of Austin amendments
  - g. Texas Accessibility Standards

### SECTION 3 CONSTRUCTION COST

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

materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section VII), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit. The Consultant shall limit bid alternates to no more than five (5).

- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the Consultant submits the Work Product for that phase to the County, any Project budget or fixed limit of Construction Cost will be adjusted by the Consultant as an additional service, if delay was not caused by the Consultant, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the Guaranteed Maximum Price (GMP) negotiated with the Construction Manager at Risk, the County may:
- (1) give written approval of an increase in the Project budget or fixed limit,
  - (2) if the Project is abandoned, terminate this Agreement, or
  - (3) revise the scope of the Project to reduce the GMP.
- 3.7 If the County chooses to proceed under clause 3.6.3 above, the Consultant, without additional compensation, shall modify the documents that the Consultant is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.8 The Consultant shall estimate the total project budget, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (i) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment except costs for those items which are included in the Consultant's Construction Documents. As part of the services, the Consultant shall report any suspected occurrence of hazardous materials in the areas of proposed Work to the County. Hazardous materials abatement work will be provided by the County under separate contract.

#### **SECTION 4 COMPENSATION AND PAYMENT SCHEDULE**

- 4.1 In consideration of the Consultant's performance of the Basic Services, the Consultant shall receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the Consultant shall receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic" or "Additional" services under this Agreement. The County Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager and, if applicable, the Director, and those individuals are unable to resolve the disagreement directly, Consultant may defer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

**SECTION 5  
PERIOD OF SERVICE**

- 5.1 The Consultant shall perform the professional services described herein, whether “Basic” or “Additional” services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification shall include an update to the Project.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the “Project Completion Date”), unless sooner terminated as provided for herein.
- 5.3 If the performance by Consultant or County of either Party’s obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

**SECTION 6  
COORDINATION WITH COUNTY**

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



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

## SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.

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

## **SECTION 8 REVISION TO WORK PRODUCT**

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

## **SECTION 9 REIMBURSABLE EXPENSES**

- 9.1 "Reimbursable Expenses" shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and shall include actual expenditures made by the Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, renderings and plotting of drawings, specifications and other documents for other than the in-house use of the Consultant's or his sub consultants, as well as postage and delivery expenses for the Work Product; and
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.

- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The County does not reimburse for sales taxes paid by the Consultant. The Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

**SECTION 10  
SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 SUSPENSION. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.
- 10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.
- 10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

- 10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a



statement showing in detail the services performed under this Agreement prior to the effective date of termination.

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

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

10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

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

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

11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.

11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.

11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.

11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents architectural data, and engineering data furnished to County, as required by law.

11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.

11.8 INDEMNIFICATION. CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

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

11.9 DISPUTES AND APPEALS. The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. If the Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Consultant must submit a written notice to the Purchasing Agent within ten calendar days after receipt of the document, notice, or correspondence outlining the exact point of disagreement in detail. If the matter is not resolved to the Consultant's

satisfaction, the Consultant may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. The Consultant then has the right to be heard by Commissioners Court.

## **SECTION 12 OWNERSHIP OF DOCUMENTS**

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

## **SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

## **SECTION 14 MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement

invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.

14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.

14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:

14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.

14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

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

14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given. The notice will be given and deemed to have been given on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

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

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

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

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

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

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

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

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

14.7.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should

have known about this Agreement.

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

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

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

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

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

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

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

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

- 14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and
- 14.10.2 the debt is paid.

- 14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.
- 14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.
- 14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.
- 14.15.1 HUB Program Requirements.
- 14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a SubConsultant relationship with any HUB SubConsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the SubConsultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and

prudent industry practices, the following:

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

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

#### 14.15.2 Subcontractor/SubConsultant Tracking Software System.

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

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



14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

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

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

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

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

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

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

Contract Closeout. Some notifications listed may include response deadlines.

- 14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
  
- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
  
- 14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
  
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
  
- 14.20 CONSULTANT CERTIFICATIONS:
  - 14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
  
  - 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.
- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. By submitting a Qualifications Statement in response to RFQ# Q1306-014-RV, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER

EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.

14.29 ENTITY STATUS. By my signature below, I certify that Consultant is a Texas Limited Liability Partnership under Texas law and doing business in the State of Texas.

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

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

Consultant:

Page Southerland Page, L.L.P.

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

By: PSP Architects - Engineers, Inc.

Printed Name: \_\_\_\_\_

Its: General Partner

Title: \_\_\_\_\_

Authorized Representative



By: Robert E. Burke

Its: Principal

Date: 10/15/2013

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

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

TRAVIS County, TEXAS:

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

Samuel T. Biscoe  
Travis County Judge

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

APPROVED AS TO PROCUREMENT COMPLIANCE:

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

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

AVAILABILITY OF FUNDS CONFIRMED:

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

Travis County Auditor

APPROVED AS TO FORM:

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

Assistant County Attorney

**EXHIBIT 1**  
**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

1.1 The fixed fee for the performance of the Basic Services will be the sum of \$1,950,000.00.

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

(i) Pre-Design Phase: Programming and Planning	\$ <u>68,250.00</u>
(ii) Schematic Design Phase	\$ <u>331,500.00</u>
(iii) Design Development Phase	\$ <u>390,000.00</u>
(iv) Construction Contract Documents Phase	\$ <u>702,000.00</u>
(v) Construction Phase: Construction Contract, Administration	\$ <u>390,000.00</u>
(vi) Post-Construction Phase: Project Close-out Tasks and Documents	\$ <u>68,250.00</u>

TOTAL: \$ 1,950,000.00

**SECTION 2 - FIXED FEE**

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

**SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

3.1 “Additional Services” are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).

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

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

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

**SECTION 4 – REIMBURSABLE EXPENSES**

4.1 County will reimburse Consultant for expenses described in Section 9, Reimbursable Expenses, as incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a 0 percent (0%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: \$40,000.00

**SECTION 5 –TOTAL AGREEMENT SUM**

5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$1,950,000.00, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$40,000.00, will not exceed \$1,990,000.00.

**SECTION 6 –SCHEDULE OF PAYMENTS**

6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Facilities Management Department.

**EXHIBIT 2**  
**HOURLY RATES**

**PageSouthernlandPage**

ARCHITECTURE INTERIORS CONSULTING ENGINEERING

**Project: Travis County DA Office Building- 416 W. 11th Street**

**Date: 10.10.13**

**Hourly Rates**

<u>Team Member</u>	<u>Hourly Rate</u>
<b>PSP- Prime, Architectural and Civil</b>	
Principal	\$155.00
Project Director	\$155.00
Project Manager	\$135.00
Architectural QC Manager	\$120.00
Engineering Discipline Manager	\$140.00
Senior Project Architect	\$110.00
Senior Architectural Designer	\$110.00
Architectural Designer	\$100.00
Junior Architectural Designer	\$85.00
Interior Design Manager	\$120.00
Project Interior Designer	\$100.00
Senior Interior Designer	\$85.00
Programming Manager	\$150.00
Programming Assistant	\$110.00
Civil Discipline Coordinator	\$135.00
Senior Civil Engineer	\$125.00
Civil Engineer	\$105.00
Civil Designer	\$85.00
 <b>Structures + Haynes Whaley- Structural and Parking</b>	
Senior Principal	\$250.00
Principal	\$175.00
Senior Engineer	\$150.00
Staff Engineer	\$100.00
Senior CAD Drafter	\$115.00
Project Drafting Coordinator	\$100.00
CAD Drafter	\$95.00
Parking Consultant	\$205.00
 <b>CNG Engineering- MEP Engineering</b>	
Principal	\$160.00
Senior PM	\$120.00
Lead Mechanical Engineer	\$105.00
Lead Electrical Engineer	\$105.00
Design Engineer	\$100.00
Engineer In Training	\$85.00
Designer	\$75.00
 <b>DataCom- Security, AV/Acoustical, IT/Telecom</b>	
Sr. Technology Consultant	\$130.00
BIM Support	\$62.00
CA	\$85.00



**PageSoutherlandPage**

ARCHITECTURE INTERIORS CONSULTING ENGINEERING

**Project: Travis County DA Office Building- 416 W. 11th Street**

**Date: 10.10.13**

**Hourly Rates**

<b>Team Member</b>	<b>Hourly Rate</b>
<b>Sunland- Cost Estimating</b>	
Chief Estimator	\$149.00
Assistant Estimator	\$48.00
Architectural Estimator	\$107.00
Civil Estimator	\$144.00
Mechanical Estimator	\$95.00
<b>Persohn Hahn- Vertical Transportation</b>	
Project Manager	\$150.00
<b>WJE- Waterproofing/Envelope</b>	
Principal	\$250.00
Senior Associate	\$180.00
<b>CKLA- Landscape and Irrigation</b>	
Landscape Architect	\$120.00

**EXHIBIT 3**  
**PROJECT SCHEDULE**

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

**ATTACHMENT 1 TO EXHIBIT 3**

**PERFORMANCE SCHEDULE**

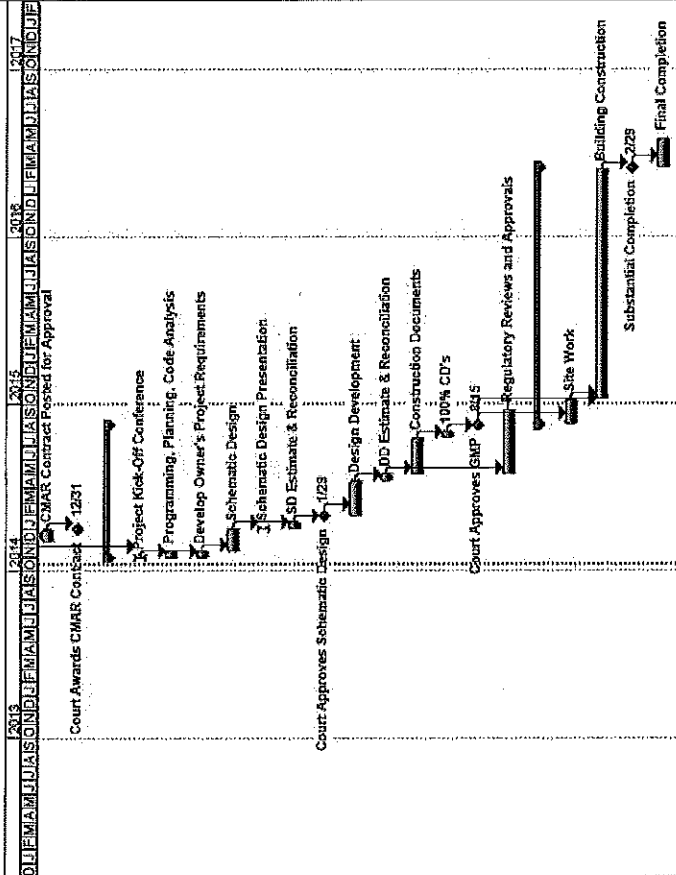
PROJECT SCHEDULE 416 W. 11TH ST		TRAVIS COUNTY FACILITIES MANAGEMENT DEPT	
ID	Task Name	Start	Finish
1	Court approves Project w/ HLU as PM	Tue 02/13/13	Tue 07/13/13
2	Pre-Design Phase	Wed 08/13/13	Tue 10/29/13
3	Prepare A/E Procurement Docs	Wed 08/13/13	Wed 7/8/13/13
4	Court approves RFQ	Tue 7/7/13/13	Tue 7/7/13/13
5	Purchasing Issues A/E RFQ	Wed 7/7/13/13	Wed 7/7/13/13
6	A/E RFP Responses Prepared	Thu 7/18/13	Wed 8/14/13/13
7	A/E RFP Responses Reviewed	Thu 8/15/13	Wed 8/28/13/13
8	A/E Shortlist Finalized	Thu 8/29/13	Thu 8/29/13/13
9	A/E Interviews	Fri 9/03/13	Thu 8/31/13/13
10	A/E Selection Posted for Approval	Fri 9/03/13	Mon 9/23/13/13
11	Court Approves Selected A/E	Tue 9/24/13	Tue 9/24/13/13
12	A/E Contract Negotiations	Wed 9/25/13	Tue 10/15/13/13
13	A/E Contract Posted for Approval	Wed 10/01/13	Mon 10/21/13/13
14	Court Awards A/E Contract	Thu 10/23/13	Tue 10/23/13/13
15	A/E Provides Insurance	Wed 10/23/13	Mon 10/20/13/14
16	Issue NTP to A/E	Tue 10/29/13	Tue 10/29/13/13
17	CMAR Procurement	Thu 7/24/13	Tue 12/24/13
18	Prepare CMAR Procurement Docs	Thu 7/24/13	Wed 9/4/13/13
19	Court Approves CMAR Procurement Docs	Thu 9/5/13	Tue 10/14/13/13
20	Issue CMAR RFP	Wed 10/23/13	Wed 10/23/13/13
21	CMAR RFP Responses Prepared	Thu 10/31/13	Wed 10/29/13/20
22	CMAR RFP Responses Reviewed	Thu 10/24/13	Tue 11/01/13/21
23	CMAR Shortlist Finalized	Wed 11/07/13	Wed 11/07/13/22
24	CMAR RFP Issued to Shortlist	Thu 11/07/13	Thu 11/07/13/23
25	CMAR Proposes Fee & GC Costs	Fri 11/08/13	Mon 11/11/13/24
26	CMAR Interviews	Tue 11/12/13	Wed 11/13/13/25
27	CMAR Selected for Contract Negotiations	Thu 11/14/13	Thu 11/14/13/26
28	Post CMAR Selection for Court Approval	Fri 11/15/13	Mon 11/25/13/27
29	Court Approves CMAR Selection	Tue 11/26/13	Tue 11/26/13/28
30	CMAR Contract Negotiations	Wed 11/27/13	Wed 12/13/13/29

Summary Project Summary External Tasks External Milestones  
 Project Schedule - 416 W 11th Task Split  
 Date: Mon 10/7/13  
 Project Schedule - 416 W 11th - B13 - 130003.mpp  
 Mon 10/14/13

TRAVIS COUNTY FACILITIES MANAGEMENT DEPT

PROJECT SCHEDULE  
416 W. 11TH ST

ID	Task Name	Duration	Start	Finish	Predecessors
31	CMAR Contract Posted for Approval	18 days	Thu 12/5/13	Mon 12/30/13	
32	Court Awards CMAR Contract	1 day	Tue 12/3/13	Tue 12/3/13	
33	Design Phase	268 days	Wed 10/30/13	Fri 8/15/14	
34	Project Kick-Off Conference	1 day	Wed 10/30/13	Wed 10/30/13	
35	Programming, Planning, Code Analysis	10 days	Thu 10/31/13	Wed 11/13/13	
36	Develop Owner's Project Requirements	10 days	Thu 10/31/13	Wed 11/13/13	
37	Schematic Design	35 days	Thu 11/14/13	Wed 11/14/13	
38	Schematic Design Presentation	1 day	Thu 12/1/13	Thu 12/1/13	
39	SD Estimate & Reconciliation	10 days	Thu 12/1/13	Wed 11/27/13	
40	Court Approves Schematic Design	10 days	Thu 1/16/14	Wed 1/23/14	
41	Design Development	55 days	Thu 1/30/14	Wed 4/10/14	
42	DD Estimate & Reconciliation	10 days	Thu 4/17/14	Wed 4/30/14	
43	Construction Documents	97 days	Thu 5/1/14	Fri 7/18/14	
44	100% CD's	10 days	Mon 7/21/14	Fri 8/1/14	
45	Court Approves GMP	10 days	Mon 8/1/14	Fri 8/15/14	
46	Regulatory Reviews and Approvals	100 days	Thu 5/1/14	Wed 9/17/14	
47	Construction Phase	461 days	Mon 8/18/14	Mon 2/28/15	
48	Site Work	40 days	Mon 8/18/14	Fri 10/10/14	
49	Building Construction	380 days	Mon 10/13/14	Fri 2/20/15	
50	Substantial Completion	1 day	Mon 2/23/15	Mon 2/23/15	
51	Final Completion	45 days	Tue 3/1/15	Mon 5/27/15	



Project: Project Schedule - 416 W 11th  
 Date: Mon 10/14/13  
 Task: Split  
 Progress: 100%  
 Milestone: Milestone  
 Summary: Summary  
 Project Summary: Project Summary  
 External Tasks: External Tasks  
 External Milestone: External Milestone  
 Deadline: Deadline  
 Page 2  
 Mon 10/14/13

**EXHIBIT 4**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

**EXHIBIT 5**

**INSURANCE REQUIREMENTS**

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

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

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. Consultant shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by County shall not relieve or decrease the liability of Consultant under this Agreement.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER. SUCH NOTICE MAY BE PROVIDED BY THE INSURANCE AGENT/BROKER AS DESCRIBED IN ATTACHMENT 1 TO THIS EXHIBIT 5, WHICH IS MADE A PART OF THIS AGREEMENT FOR ALL PURPOSES.

EXHIBIT 5, ATTACHMENT 1

EXHIBIT 6

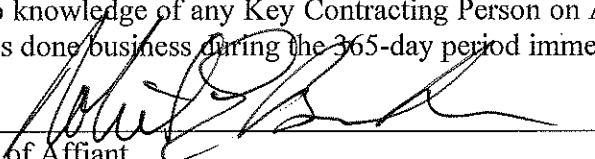
STATE OF TEXAS }  
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: OCTOBER 15, 2013  
Name of Affiant: ROBERT E. BURKE  
Title of Affiant: PRINCIPAL  
Business Name of Consultant: PAGE SOUTHERLAND PAGE, LLP  
County of Consultant: TRAVIS

Affiant on oath swears that the following statements are true:

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

  
\_\_\_\_\_  
Signature of Affiant

400 WEST CESAR CHAVEZ, AUSTIN, TX  
\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_



**EXHIBIT 6, ATTACHMENT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**October 11, 2013**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe....	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velásquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar*	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis .....	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Bruce Todd*	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	CharylN Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget ....	Leslie Browder	
County Executive, Emergency Services .	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice and Public Safety	Roger Jefferies	
Interim Chief Information Officer .....	Tanya Acevedo	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney . .....	David Escamilla	
First Assistant County Attorney . .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division.....	Christopher Gilmore	
Attorney, Land Use Division.....	Julie Joe	
Director, Transactions Division . .....	John Hille	
Attorney, Transactions Division . .....	Daniel Bradford	
Attorney, Transactions Division . .....	Elizabeth Winn	
Attorney, Transactions Division . .....	Mary Etta Gerhardt	
Attorney, Transactions Division . .....	Barbara Wilson	
Attorney, Transactions Division . .....	Jim Connolly	
Attorney, Transactions Division . .....	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Health Services Division	Prema Gregerson	

**CURRENT - continued**

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

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant II .....	Jayne Rybak, CTP .....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber .....	01/01/14
Executive Assistant .....	Garry Brown .....	01/01/14
Executive Assistant .....	Julie Wheeler .....	01/01/14
Executive Assistant .....	Jacob Cottingham .....	01/01/14
Commissioner, Precinct 2 .....	Sarah Eckhardt .....	05/31/14

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

**EXHIBIT 7**

**HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**

**ATTACHMENT 2**

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION**

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

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

**SECTION 1 BIDDER AND SOLICITATION INFORMATION**

Bidder Company Name: Page SoutherlandPage, LLP		State of Texas VID#: 76-0664022	
Address: 400 W. Cesar Chavez Ste 500	City: Austin	State: Texas	Zip Code: 78701
Contact: Robert E. Burke	Phone No.: 512-472-6721	Fax No.: 512-477-3211	E-mail: rburke@ppaso.com
Project Name: 416 West 11th Street Office Building and Parking Structure	Total Bid Amount: \$29 M	Solicitation #: RFQ #Q110120-RV	
Is your company a certified HUB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
<i>Definitions:</i> HUB - Historically Underutilized Business • M/WBE - Minority/Women-Owned Business Enterprise • DBE - Disadvantage Business Enterprise			

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

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

**SECTION 2 SUBCONTRACTING INTENTIONS**

Percentage to be subcontracted to Certified HUBs: 35.3%

Total MBE Dollars: \$512,850	Total MBE Percentage: 26.3%	Total WBE Dollars: \$175,500	Total WBE Percentage: 9.0%
------------------------------	-----------------------------	------------------------------	----------------------------

Check the box that applies to the Bidder:

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)

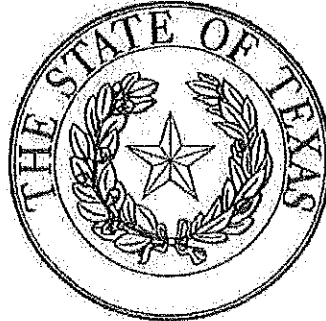
We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)

We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

<b>SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS</b> (Duplicate as necessary)			
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.			
<i>Note: To be considered 'certified' with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>			
Sub Company Name: <b>DataCom Design Group, LLC</b>		State of Texas VID#: <b>1352371150800</b>	
Address: <b>7600 Burnet Rd. Suite 350</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78757</b>
Contact: <b>John Rob Hicks</b>	Phone No.: <b>512-478-6001</b>	Fax No.: <b>512-478-2771</b>	E-mail: <b>jhicks@datacomdesign.com</b>
Subcontract Amount: <b>\$109,308</b>	Percentage: <b>6%</b>	Description of Work: <b>Security/IT/Acoustics/Telecom</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: <b>Accessibility Check</b>		State of Texas VID#: <b>1760672735600</b>	
Address: <b>10710 S. Sam Houston Pkwy W. #240</b>	City: <b>Houston</b>	State: <b>Texas</b>	Zip Code: <b>77031</b>
Contact: <b>Teresa Darr, AIA, LEED AP</b>	Phone No.: <b>713-995-1994</b>	Fax No.:	E-mail: <b>teresa@accessibilitycheck.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>0.15%</b>	Description of Work: <b>Accessibility Consulting</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: <b>Dynamic Reprographics, Inc.</b>		State of Texas VID#: <b>1742250403900</b>	
Address: <b>817 W. 12th</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78701</b>
Contact: <b>Cherie Guy</b>	Phone No.: <b>512-474-9133</b>	Fax No.: <b>512-474-8842</b>	E-mail: <b>support@dynamicreprographics.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>1.5%</b>	Description of Work: <b>Reproduction</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: <b>Carolyn Kelley, ASLA, Landscape Architect</b>		State of Texas VID#: <b>1753042743800</b>	
Address: <b>2905 Oak Crest Ave.</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78704</b>
Contact: <b>Carolyn Kelley</b>	Phone No.: <b>512-445-0431</b>	Fax No.: <b>512-857-1342</b>	E-mail: <b>Carolyn@ckla.com</b>
Subcontract Amount: <b>TBD</b>	Percentage: <b>1%</b>	Description of Work: <b>Landscape Architecture</b>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: <b>Female / Caucasian</b>		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input checked="" type="checkbox"/> City of Austin (M/WBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS		(Duplicate as necessary)	
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement. Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.			
Sub Company Name: Structures + Haynes Whaley		State of Texas VID#: 1113664384500	
Address: 1018 W 11th St, Ste 100 B	City: Austin	State: Texas	Zip Code: 78703
Contact: Jerry Garcia, PE	Phone No.: 512-328-1287	Fax No.: 512-495-9774	E-mail: j.garcia@structures-hayneswhaley.com
Subcontract Amount: \$199,110	Percentage: 10.2%	Description of Work: Structural Engineering	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: Male / Hispanic		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name: CNG Engineering, PLLC		State of Texas VID#: 1201181359400	
Address: 1917 N. New Braunfels Ave #201	City: San Antonio	State: Texas	Zip Code: 78208
Contact: Travis E. Wiltshire, P.E.	Phone No.: 210-224-8841	Fax No.: 210-224-8824	E-mail: travis.wiltshire@cngengineering.com
Subcontract Amount: \$330,000	Percentage: 16.9%	Description of Work: Plumbing, Electrical & Mechanical Engineering	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity: Male / African American		
Certifying Agency (Check all applicable):	<input checked="" type="checkbox"/> State of Texas (HUB)	<input checked="" type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? <input type="checkbox"/> Yes <input type="checkbox"/> No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	<input type="checkbox"/> State of Texas (HUB)	<input type="checkbox"/> City of Austin (MWBE)	<input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)

**State of Texas**  
**Historically Underutilized Business**  
**Certification and Compliance Program**



The Texas Comptroller of Public Accounts (CPA),  
 hereby certifies that

**STRUCTURES + HAYNES WHALEY, LLC**

has successfully met the established requirements of the  
 State of Texas Historically Underutilized Business (HUB) Program  
 to be recognized as a HUB.

This certificate, printed 17-MAY-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul A. Gibson  
 Statewide HUB Program Manager  
 Texas Comptroller of Public Accounts  
 Texas Procurement and Support Services Division

Certificate/VID Number: 1113664384500  
 File/Vendor Number: 27240  
 Approval Date: 17-MAY-2010  
 Expiration Date: 17-MAY-2014

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

**State of Texas**  
**Historically Underutilized Business**  
**Certification and Compliance Program**



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

**CNG ENGINEERING, PLLC**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 05-JUN-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1201181359400  
File/Vendor Number: 38538  
Approval Date: 02-JUN-2010  
Expiration Date: 02-JUN-2014

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

*City of Austin  
Small and Minority Business Resources Department  
certifies that*

**CNG ENGINEERING P L L C**

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

**Minority-Owned Business Enterprise**

with the City of Austin.



Handwritten signature of Veronica Briseño Lara.

Veronica Briseño Lara, Director  
Small and Minority Business Resources Department

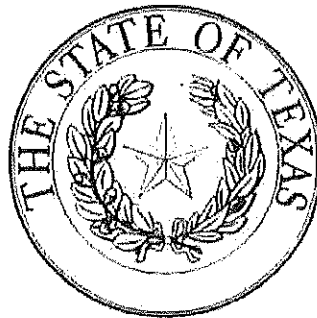
**EXPIRATION DATE:  
06/08/2013**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.  
Verification of certification status can be obtained by calling 512.974.7645.

**CITY'S VENDOR CODE: CNG8321131**



**State of Texas**  
**Historically Underutilized Business**  
**Certification and Compliance Program**



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

**DATACOM DESIGN GROUP, LLC**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 07-OCT-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in black ink that reads "Paul A. Gibson".

Certificate/VID Number: 1352371150800  
File/Vendor Number: 66007  
Approval Date: 06-OCT-2011  
Expiration Date: 06-OCT-2015

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

S U S A N C O M B S	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS P.O. Box 13186 • AUSTIN, TX 78711-3186
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The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	1760872735800
File/Vendor Number:	32317
Approval Date:	10-OCT-2012
Scheduled Expiration Date:	31-OCT-2015

In accordance with the Memorandum of Agreement between the  
 City of Houston (COH)  
 and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

**ACCESSIBILITY CHECK**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 19-APR-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
 Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: 1742250403900  
File/Vendor Number: 027394  
Approval Date: 19-JUN-2013  
Scheduled Expiration Date: 19-JUN-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**DYNAMIC REPROGRAPHICS, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-JUN-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul A. Gibson*

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.htm>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 09/12

Good Faith Effort Checklist

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS				(Duplicate as necessary)
Travis County exercises the right to verify subcontractors listed on this project.				
Sub Company Name: <b>Wiss, Janney, Elstner Associates, Inc.</b>		State of Texas VID#: <b>1362757956100</b>		
Address: <b>9511 N. Lake Creek Parkway</b>	City: <b>Austin</b>	State: <b>Texas</b>	Zip Code: <b>78717</b>	
Contact: <b>Amanda Greenfield</b>	Phone No.: <b>512-257-4800</b>	Fax No. <b>512-219-9883</b>	E-mail: <b>agreenfield@wjec.com</b>	
Subcontract Amount: <b>TBD</b>	Percentage: <b>2%</b>	Description of Work: <b>Exterior Envelope/Waterproofing</b>		
Sub Company Name: <b>Persohn/Hahn Associates, Inc.</b>		State of Texas VID#: <b>Fed ID: 74-2220683</b>		
Address: <b>11621 Spring Cypress Rd</b>	City: <b>Tomball</b>	State: <b>Texas</b>	Zip Code: <b>77377</b>	
Contact: <b>Mark Mendenhall</b>	Phone No.: <b>713-467-4440</b>	Fax No. <b>713-973-2501</b>	E-mail: <b>mem@phahou.com</b>	
Subcontract Amount: <b>TBD</b>	Percentage: <b>1%</b>	Description of Work: <b>Vertical Transportation</b>		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		
Sub Company Name:		State of Texas VID#:		
Address:	City:	State:	Zip Code:	
Contact:	Phone No.:	Fax No.:	E-mail:	
Subcontract Amount:	Percentage:	Description of Work:		

**SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST**

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

All subs to be utilized are "Non-HUBs."
  HUBs solicited did not respond.

HUBs solicited were not competitive.
  HUBs were unavailable for the following trade(s):

**SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST**

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.

Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?  
 The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)

If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.

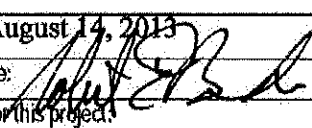
Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.

Bidder has (0) zero HUB participation. Provide an explanation



Response to Request for Qualifications  
 416 West 11th Street Office Building and Parking Structure | RFQ #Q1306-014-RV

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

SECTION 8 AFFIRMATION	
<p>As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.</p> <p>Bidder understands and agrees that, if awarded any portion of the solicitation:</p> <ul style="list-style-type: none"> <li>The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.</li> <li>The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.</li> <li>Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.</li> </ul>	
Name and Title: <b>Robert E. Burke, Principle</b>	Date: <b>August 14, 2013</b>
E-mail Address: <b>bburke@pspaec.com</b>	Signature: 
Provide contact information for the individual in your office who will handle invoicing for this project.	
Name and Title: <b>Daniel Brooks, Vice President</b>	E-mail Address: <b>dbrooks@pspaec.com</b>
Phone No.: <b>512-472-6721</b>	Fax No.: <b>512-477-3211</b>
Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.	

APPENDIX A

SCOPE OF SERVICES

SCOPE OF ARCHITECTURE/ENGINEERING SERVICES

1.0 THE PROJECT

- 1.1 In November 2011, Travis County purchased the 0.5 acre property located at 416 W. 11<sup>th</sup> Street, at the northwest corner of San Antonio and 11<sup>th</sup> streets in downtown Austin, Texas. The Project is the development of this site as a seven-story, 130,000 GSF office building with a three-level, underground, 70,000 GSF 140-space parking structure for a combined total project area of 200,000 GSF. The Project is intended to serve the space needs through 2035 of the District Attorney's Office and two associated Grand Jury suites, along with appropriate building amenity spaces including ground floor retail space which could be a food service. The building structure and envelope will be designed for an extended life of 75 years. In accordance with the Travis County "Green Building Policy", this Project must seek LEED Silver certification at a minimum. The Project must be sensitive to the historic urban neighborhood. The Project should be a recognizable component of the multi-building County justice campus which is anchored by the historic Heman Marion Sweatt Travis County Courthouse across the street. The site improvements must incorporate streetscape elements which are compatible and coordinated with the City of Austin "Great Streets" planning for 11<sup>th</sup> and San Antonio Streets. The Project scope also includes a secure staff access tunnel to connect this building with the Criminal Justice Center across 11<sup>th</sup> Street. Refer to Attachment A for detailed project description.
- 1.2 The Architecture/Engineering project team ("Consultant") will be responsible for the architectural and engineering services described below. The project delivery method will be Construction Manager at Risk. The Construction Manager at Risk ("CMAR") will be contracted during the early design phase in order to provide advisory input during the design phase concerning Project constructability, cost and related issues. At the end of the design phase, the CMAR will negotiate the Guaranteed Maximum Price ("GMP") for the construction of the Project. During the construction phase, the CMAR will act as the general contractor, with all construction subcontractors contracted to and directly supervised by the CMAR. The Travis County Facilities Management Department ("FMD") is the Project Manager for this Project and the County point-of-contact for the Consultant and the CMAR, whose work FMD will oversee and support on behalf of the County's interests. For purposes of this assignment, certain references to "County" may refer to the Facilities Management Department as applicable. FMD tasks include but are not limited to:
- 1.2.1 Be responsible for the overall management of the Project scope, budget and schedule subject to Commissioners Court approvals and directions.
  - 1.2.2 Be responsible for proper communications about the Project with Commissioners Court, other County offices, neighborhood groups, nearby property owners, other external stakeholders and the general public.
  - 1.2.3 Provide coordination for the Project with the County "user/occupant" groups who will occupy the building.

- 1.2.4 Provide coordination for the Project with the Travis County Information Technology Services Department (“ITS”), as well as any 3<sup>rd</sup> party advisors such as an independent commissioning agent.
- 1.2.5 Represent the County as needed in support of the Consultant and the CMAR for procurement of utility service accounts and for regulatory submittals, reviews and approvals for the Project.
- 1.2.6 Inventory existing FF&E to be reused in the Project and provide list of existing FF&E to be reused to Consultant
- 1.2.7 Coordinate the procurement, delivery, installation, and punch of furniture, fixtures and equipment per the design for these items by Consultant.
- 1.2.8 Provide move planning and coordination services.

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

- 1.3.1 To the selected Consultant:
  - 1.3.1.1 Roles and Responsibilities chart
  - 1.3.1.2 Site survey and geotechnical report,
  - 1.3.1.3 Central Campus Facilities Master Plan excerpts including program information and space standards.
  - 1.3.1.4 County Building Standards and County Standards for MDF & IDF Rooms (ie communications network standards).
- 1.3.2 The Consultant will review the information provided at the time of receipt and confirm the applicability to this Project with the County during the Pre-Design Phase.

## 2.0 ARCHITECTURE/ENGINEERING SCOPE OF SERVICES

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

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

- 2.3.1 Architecture and Interior Design
- 2.3.2 Structural and Civil Engineering
- 2.3.3 Mechanical, Electrical, Plumbing, and Fire Protection Engineering
- 2.3.4 Acoustical, A/V, and Data/Communications Systems Consultants
- 2.3.5 Security Consultant
- 2.3.6 Vertical Transportation Consultant
- 2.3.7 Building Envelope Consultant
- 2.3.8 Landscape Architecture, Irrigation and Arborist Consultant
- 2.3.9 LEED Consultant

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

- 2.4.1 Pre-design programming and planning, code and regulatory analysis.
- 2.4.2 Project architectural and engineering design for sustainability, in accordance with Travis County Green Building Policy, to incorporate sustainable and energy efficient design elements to achieve LEED Silver certification at a minimum, using the version of LEED which is current at the time of Project LEED registration. The Project will seek formal LEED certification and the Consultant will be responsible to formally track LEED credits and submit all required documentation for the LEED process until the certification is completed. Minimum targeted level is LEED Silver, but if the Project construction budget allows for achievement of LEED Gold or higher, with no increase to Project scope or construction budget, then there will be no adjustment of the fee for Basic Services for achieving higher than LEED Silver.
- 2.4.3 Provide project information for CMAR use to prepare estimates of probable cost and constructability analysis. Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. Participate with the CMAR in a cost reconciliation process at each of these estimates including any adjustments needed to keep the project within the approved budget. Review and respond to the CMAR estimates and constructability analysis as coordinated with the County.
- 2.4.4 Cooperate with the CMAR in developing, comparing, and seeking County approval for value engineering options as advisable or as needed for project budget and scope management.
- 2.4.5 Provide Total Cost of Ownership (TCO) studies of major systems.
- 2.4.6 Commissioning assistance including provide project information to the Independent Commissioning Agent retained by the County, and review and respond to analysis prepared by the Independent Commissioning Agent.
- 2.4.7 Coordinate regulatory plan review and construction permitting.
- 2.4.8 Programming and design of data and communications systems elements in accordance with Project needs and County ITS standards, including locations of all data-communications outlets (SIO), network cabling, and communication rooms (MDF and IDF) special power, grounding and environmental requirements. Incorporate County ITS standards in the Consultant's construction documents.
- 2.4.9 Programming and design of security systems in coordination with the County security goals for the Project.



- 2.4.10 Programming and design of utilities and building systems to allow for potential food service tenant in the ground floor retail space.
- 2.4.11 Programming and design of appropriate preservation or adaptive reuse of existing historic site element iron hitching rings set into stone blocks of retaining wall.
- 2.4.12 Review of existing traffic impact, including traffic impact analysis study if required.
- 2.4.13 Parking garage consulting and planning.
- 2.4.14 Building envelope consulting for detail, shop drawing, and installation review (detailed envelope commissioning to be done by CMAR)
- 2.4.15 Furniture, Fixtures and Equipment (FF&E) design and preparation of associated bid packages. Work with FMD and with County departments associated with the occupancy of the spaces within the project in the integration of existing FF&E to be reused with new FF&E.

### 3.0 PRE-DESIGN PHASE SERVICES – PROGRAMMING & PLANNING

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

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

- 4.1 Consultant shall provide design phase services encompassing Schematic Design, Design Development and Construction Documents, which completely describe the work and coordinate the Project design among all the architecture and engineering disciplines involved. The Consultant will provide documents for County's review and action at the end of each design phase, prior to proceeding with the next design phase. The Consultant will provide the type and level of detail in the design phase documents for each review set, including supplemental presentation exhibits, as appropriate to the design phase in accordance with best industry practice and as acceptable to the

County, including 3-D interior and exterior images as needed to explain the design intent.

- 4.2 The Consultant will present the schematic design to FMD, the District Attorney's Office, and other stakeholder groups as identified by the County, for review and approval and will follow-up this meeting with a schematic design presentation to the Commissioners Court for approval. During the schematic design presentations, key elements of the design will be explained and the Consultant will answer questions and aid the users in understanding all critical aspects of the design. All meetings will be coordinated through the County.
- 4.3 The Consultant will prepare drawings with software with Autodesk Revit software. The drawing set cover sheet will incorporate the County's required cover sheet information in the format specified by FMD. The Consultant will provide Building Information Modeling for the Construction Documents.
- 4.4 The Consultant will provide complete specifications, following 48 Division CSI format, in Microsoft Word.
- 4.5 The Consultant will provide a secure FTP site for sharing project information with the County and the CMAR.
- 4.6 The Consultant will provide project information to the CMAR for estimates of probable construction cost. The Consultant will also provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases and will participate with the CMAR in a cost reconciliation process at each of these estimates including any adjustments needed to keep the project within the approved budget. The approved budget will be established by County. The Consultant will be responsible for a final design that can be built within this approved budget. The estimates of probable cost will be in a detailed break-down format, following 48 division CSI format, as necessary for evaluation, along with methodology documentation. The County will monitor the cost and design progress, but such monitoring will in no way relieve the Consultant from the responsibility for producing a design within the approved budget.
- 4.7 The Consultant will provide a cost estimate for the Project FF&E items.
- 4.8 The Consultant will provide design phase services to achieve the LEED design goals and comply with the LEED certification process. The Consultant will register the project with USGBC, and develop the information needed for this registration. Using a LEED scoring matrix or other tracking tool, the Consultant will monitor how the evolving Project design solutions comply with various LEED credits. The Consultant will provide life-cycle cost or other value analysis to the County to use in evaluating solutions for their operational and environmental benefits in relation to initial construction cost. At the appropriate point in the Project, the Consultant will prepare and submit to USGBC the preliminary submission for LEED certification. Upon receipt of the USGBC "Preliminary LEED Review", the Consultant will notify the County of the status of the Project relative to LEED certification goals and consider together with the County if any alternative design options need to be explored.
- 4.9 The Consultant will submit all regulatory and utility agency submittals including site development permit application, Comcheck forms and energy conformance calculations, building permit application, and utility service applications for use by the County and for regulatory agency review

and approval. The Consultant will obtain regulatory review and approval, including payment of application and review fees, attend meetings with the regulatory agencies, and respond to review comments as necessary to obtain the building permit. The CMAR will be responsible for payment and pick-up of permits after the Consultant has obtained approval for the permits.

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

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

4.11.1 One full-sized set and one-half size set of prints plus PDF files enabled for review mark-up for each design review submittal at the end of the Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents.

4.11.2 Project information for the CMAR to use for estimates of probable cost in both printed and electronic file format, at the completion of Schematic Design, Design Development, 50% Construction Documents and 100% Construction Documents.

4.11.3 One unbound set of 100% complete full size construction drawings, photo-statically plotted on bond paper with one unbound set of the final specifications. One copy of the drawing REVIT files and specification WORD files on compact disc, flash drive, or downloadable from Consultant's FTP site.

4.11.4 Calculations as described herein.

4.11.5 Regulatory documents as described herein.

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

4.12.1 Drawing set Cover Sheet.

4.12.2 Each sheet of Drawings

4.12.3 Project Manual Table of Contents page

4.12.4 Additional construction documents generated during the Construction Phase

## 5.0 CMAR PROCUREMENT PHASE SERVICES

5.1 Participate in procurement of CMAR during the Design Phase. Such participation may include assistance with preparation of and review of responses to the Request for Qualifications (RFQ), Request for Proposal (RFP) and participation in interviews of short-listed respondents.

5.2 Attend a pre-proposal conference and assist County in preparation of addenda, interpretation of the proposal documents related to the Consultant's work and in answering CMAR and subcontractors' questions.

## 6.0 CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES

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

final submission to USGBC, unless specifically noted otherwise in the Construction Documents.

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

## 7.0 QUALITY CONTROL

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

## 8.0 MEETINGS

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

## 9.0 SCHEDULE MILESTONES

- 9.1 The Consultant's delivery of the Work Product shall conform to the Performance Schedule shown in Attachment 1 to Exhibit 3 and will commence upon receipt of a written Notice-to-Proceed from the County. The exact durations will be determined during fee negotiations with the successful respondent and any adjustments to the phases, if needed, will also occur at that time. While the durations of the individual phases may be adjusted, the 100% construction documents will be completed according to the Performance Schedule.

END OF SCOPE OF SERVICES

SCOPE OF SERVICES - ATTACHMENT 1  
PROJECT DESCRIPTION

## 1.0 PROGRAM SUMMARY

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

- 1.1.1 Large shared conference room (Building Amenity) – 900 NSF
- 1.1.2 Ground floor retail suite – area to be determined during schematic design.
- 1.1.3 District Attorney Suite(s) – approximately 84,500 NOSF total office suites with staff and support spaces, organized according to operational units, including private offices, open offices, conference and other types of meeting and team work rooms, media room, copy/print rooms, law library, file rooms, storage rooms for evidence, supplies, and equipment, server room, reception and waiting areas and staff break rooms.
- 1.1.4 Primary circulation, vertical circulation and services spaces

### 1.2 Parking structure – underground, 140 spaces, 70,000 GSF.

## 2.0 PROJECT GOALS

- 2.1 Sustainability & Energy Efficiency: Comply with the Travis County Green Building Policy. The Project is seeking LEED Silver certification for New Construction at a minimum. Utilize "best practice" to achieve the highest practical level of energy efficiency. Design to provide natural lighting to the greatest number of occupants. Utilize regionally sourced and rapidly renewable material resources as much as possible.
- 2.2 Health, Safety & Security: Comply with local, state and national codes for site and building design, fire and life safety, accessibility and health. Select materials and designs that promote healthy environments and minimize exposure to mold and hazardous elements, excessive noise, uncomfortable temperatures and high humidity levels. In addition to compliance with ADA and Texas Accessibility Standards, address the ergonomic and accessibility needs of children and the elderly. Incorporate security features and systems in coordination with the adopted County security plan for the Project.
- 2.3 Quality, Compatibility & Functionality: Balance goals to achieve high quality of appearance, performance, reliability, durability, maintainability, and sustainability, with careful consideration of initial cost versus life-cycle cost. Select durable and functionally suitable materials and equipment.
- 2.4 Maintainability: Material and equipment selections should consider County maintenance and repair methods and policies. Design for ease of maintenance, availability of repair parts and labor, cost effectiveness, dependability and vendor and manufacturer warranty service and support.
- 2.5 Specific design goals: The Project will be designed to meet the County's Project Requirements: the "Owners Project Requirements" or "OPR" which will be developed by the Consultant during the Pre-Design Phase.
  - 2.5.1 Project design must meet the DMU-CURE zoning requirements as described in City of Austin Zoning Case C14-2012-0103. To accommodate the sloping site conditions and

meet the 6.5 FAR requirement, it is expected that half of lowest office floor will be designed below grade. The Project design must also accommodate the zoning height limit of 100 ft., and also comply with the more restrictive height limitations of the Capital View Corridor as it impacts various portions of the site.

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

- 3.0 Utilize high quality materials that are aesthetically compatible with the existing building and reflect the regional character of Travis County. Materials and furnishings should be durable, cleanable and resist aging.
- 4.0 Incorporate state-of-art media technology as needed for large conference rooms.
- 5.0 Lighting designs will include general and decorative lighting, interior and exterior, responsive to safety issues, applicable regulations, and the urban context.
- 6.0 Projected Schedule: This proposed project schedule is subject to negotiation with the selected Consultant. These time frames are consecutive and include County reviews, approvals and associated activities.

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

19 Months - Construction Phase (NTP to Substantial Completion)

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

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

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

END OF ATTACHMENT A



**APPENDIX B**

**ORGANIZATIONAL CHART WITH KEY PERSONNEL IDENTIFIED**



SPECIALTY CONSULTANTS				
<p><b>Mathew Carlton</b> Waterproofing/Exterior Envelope Consultant Wiss, Janney, Elstner Associates, Inc.</p>	<p><b>Richard Brink, CTS-D</b> A/V   Acoustical Design DataCom Design Group</p>	<p><b>Sean Doyle, PSP, RCDD</b> IT   Telecom Design DataCom Design Group</p>	<p><b>Mark Mendenhall</b> Vertical Transportation Persohn Hahn</p>	<p><b>Teresa L. Darr, AIA</b> Accessibility Consulting Accessibility Check</p>
<p><b>Michael Grosenheider, CPP, PSP</b> Security Consultant DataCom Design Group</p>	<p><b>Troy Jamall, IPI, TPA</b> Parking Consultant Structures + Haynes Whaley</p>	<p><b>Carolyn Kelley, ASLA</b> Landscape Architecture CKLA</p>	<p><b>Cora Brown</b> Reproductions Consultant Dynamic Reproductions</p>	

**APPENDIX C**

**CONSULTANT'S QUALIFICATIONS STATEMENT**



**ROBERT E. BURKE, PE, LEED AP**  
Principal

August 14, 2013

**Cyd V. Grimes, CPM, CPPO**  
Travis County Purchasing Agent  
700 Lavaca, Suite 800  
Austin, Texas 78701

Regarding: *Response to Request for Qualifications for Providing Professional Architectural / Engineering Services for the 416 West 11th Street Office Building and Parking Structure RFQ #Q1306-014-RV*

Dear **Cyd**:

PageSoutherlandPage, together with our nationally recognized consultant team members, is pleased to submit the following Response to Travis County as an expression of our strong interest in being considered as Architect and Engineers for the proposed 416 West 11th Street Office Building and Parking Structure project in downtown Austin. Our team has been conscientiously assembled and structured to provide the County with the highest levels of design talent, planning expertise and technical competence – together with strong, effective and proven project leadership and management control.

As Travis County's oldest, largest and most dependable design organization, we offer this project the following strengths:

• **National Recognized Design Leadership**

Our design team will be led by PageSoutherlandPage's Design Principal Lawrence W. Speck, FAIA, as he has worked on many of the Austin's most recent landmark projects and open spaces such as; the Barbara Jordan Passenger Terminal, the Austin Convention Center, the Town Lake Comprehensive Plan, CSC's downtown office headquarters, the Robert E. Johnson Legislative Office Building adjacent to and interconnected with the State Capitol building, Austin City Lofts, AMLI Tower on Second Street, and a design collaboration with MSME for the new U.S. Federal Courthouse. In addition to his extensive Public Sector work with the City of Austin and State of Texas, Mr. Speck is a nationally recognized design architect that has served as a National Peer Reviewer for the U.S. General Service Administration Design Excellence Program and Architectural Advisory Board for the U.S. State Department Overseas Building Operations (Embassy Program).

• **Public Sector Experience**

Few firms in the nation have the equivalent depth of experience working with Public Sector clients such as Travis County. We excel at integrating inherently complex requirements of governmental agencies (with multiple stakeholder groups) with large, significant projects. Recently, we have been responsible for the design of three Federal Courthouses including architectural design consulting, Civil and MEP engineering for

<p>AUSTIN DALLAS DENVER HOUSTON WASHINGTON D.C. Abu Dhabi Doha Kuwait London</p>	<p>PAGE SOUTHERLAND PAGE, LLP 400 W. Cesar Chavez Street Fifth Floor Austin, Texas 78701 tel: 512 472 6721 fax: 512 477 3211 mkreisle@pspaec.com www.pspaec.com</p>
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## PageSoutherlandPage

ARCHITECTURE INTERIORS CONSULTING ENGINEERING

the Austin project, the Harris County Jury Plaza, 28 U.S. Embassies including the recent award for the \$1B Embassy Compound in Pakistan, two General Services Administration (GSA) Office Buildings for the FBI, and one Homeland Security ICE facility. In Austin, we have been responsible for the Barbara Jordan Passenger Terminal (and new East Infill expansion now underway), the Austin Convention Center Phases I and II, the CSC-City of Austin Public-Private Office Headquarters Complex including planning for the six block Second Street District, and Robert E. Johnson Legislative Office Building adjacent to and interconnected with the Texas State Capitol Building.

- **Downtown Austin Experience | Team**

From our Austin based office there is no firm with greater experience within the City of Austin, and specifically in its Central Business District, than PageSoutherlandPage. Located within a 10 minute walk from the project site our team brings an unparalleled knowledge of the unique priorities of the community as well as permitting and approval process. Within the last 20 years, we have been responsible for the A/E design of projects on 13 downtown city blocks. With our experience in Austin, and downtown, extending back over a century – including being the Architect of the Heman Marion Sweatt Travis County Courthouse that is the anchor of the Travis County Justice Campus. Currently our office is working on 3 building projects in downtown – two in the new UT Dell Medical School District and one immediately west of the State Capitol. Furthermore we are developing with Texas Facilities Commission the Capitol Complex Master Plan, and continue to develop with the University of Texas both the new Campus Master Plan and the School of Medicine Master Plan.

- **Downtown Austin Multi-Story Buildings with Parking Structures and Tunnel Connections**

PageSoutherlandPage was the A/E for both the CSC (now Silicon Labs) Corporate Headquarters and the Robert E. Johnson Sr. Legislative Office Building. The CSC headquarters occupies two blocks in downtown – each six story, 90' tall office and parking structure has 175,000 sf and 750 car parking garage, and is connected across (and to) the City Hall block with a subterranean tunnel for secure personnel access between the buildings. The REJ State Office Building project is a 320,000 sf building, also six stories tall, that not only has below grade space, but a tunnel connection across 15th street to connect to the North Capitol Office Complex.

- **Workplace Design Experience**

Consistently included among the nation's Interior Design "Giants" by Interior Design magazine, PageSoutherlandPage's Interior Architecture Studio has been recognized locally, regionally, nationally and internationally for both the quality of our design and innovation of our solutions. Our Studio combines award-winning design talent with in-depth knowledge of the planning issues, officing strategies, and workplace innovations that are shaping today's corporate and public environment. In addition to some of the downtown Austin projects we've already noted, we have recently worked with the U.S. General Services Administration on two major office projects for the FBI – as well as workplace innovation studies and projects for corporate clients such as Microsoft, Computer Sciences Corporation, Dell and a Confidential Austin High Tech Client.

- **Justice Facility Experience**

PageSoutherlandPage has extensive successful experience integrating the unique requirements of justice related facilities, which often require rigorous separation of paths, integration of high levels of physical and electronic security systems, and possibly blast protection/progressive collapse and other secure design parameters. Within the last 10 years we have been the Architect, and often the Architect / Engineer, on three Federal Courthouses, two FBI field offices, the Harris County Jury Plaza Building, a Department of Homeland Security Operations Center, and 28 US Embassy projects.

**PageSoutherlandPage**

ARCHITECTURE INTERIORS CONSULTING ENGINEERING

**Sustainable Design Experience**

PageSoutherlandPage is currently ranked #28 among the Top 100 Green Design Firms (ENR, 2012). As a total design organization, PageSoutherlandPage offers a comprehensive and holistic approach to sustainable design that begins on "day one" – versus layering on engineering systems as a design evolves. The firm has been at the forefront of the Green Building movement since its outset – having worked with the City of Austin on projects such as the Barbara Jordan Passenger Terminal and Austin Convention Center in developing the City's Green Building Guidelines which was one of the model codes used in developing the current USGBC LEED Rating system. Our experience in the unique central Texas Climate is unparalleled, and we have successfully delivered over 40 LEED Certified Buildings (up to Platinum Level), and numerous Austin Green Building Projects.

**A Proven "Total Design" Management Umbrella**


As a full-service Architectural and Engineering design firm, PageSoutherlandPage provides our clients with a single point of contractual responsibility for all design disciplines through one of the nation's most stable and dependable design organizations – while allowing our managers a single point of authority in committing the full resources of all design disciplines to ensure that our commitments to our clients are met. Within the firm's "total design" management umbrella, we are capable of building teams that more effectively integrate the services of nationally recognized planning specialists with high levels of participation through local and HUB firms in meeting the goals of public sector clients.

**Project Delivery Capabilities**

PageSoutherlandPage brings extensive experience working collaboratively with Construction Managers in the delivery of projects under all Project Delivery Methodologies. We have worked with the top local, regional and national General Contractors and Construction Managers on a wide range of major project types. Our experience working with Construction Managers ranges from such projects as the new \$700M+ Samsung Austin Semiconductor Fab A2 and Hewlett Packard \$100M "next generation" data center; to the 700,000 SF renovations to USAA's Corporate Headquarters in San Antonio, to the 800,000 SF Barbara Jordan Passenger Terminal and 6-city block Austin Convention Center.

We appreciate your consideration of our response and would welcome the opportunity to personally interview with your selection team in order to introduce you to our key leaders and present our approach to your project.

Sincerely,



Robert Burke, PE, LEED AP  
Principal-in-Charge

**SECTION I: TO BE COMPLETED BY RESPONDENT**

<b>PROJECT NAME</b>	416 West 11th Street Office Building and Parking Structure
<b>NAME OF RESPONDENT</b>	Page Southerland Page, LLP

<b>ADDRESS OF RESPONDENT'S HEADQUARTERS</b>	
400 West Cesar Chavez Street	
Suite 500	
Austin, Texas 78701	

<b>DATE OF ORGANIZATION</b>	January / 1898
(Month/Year)	

<b>NOTE: Provide Names and Dates of Predecessor Organization(s):</b>	
<b>NAMES</b>	<b>DATES</b>
Page Brothers	1898
Page & Southerland	1935
PageSoutherlandPage	1941

<b>TYPE OF ORGANIZATION</b>	Limited Liability Partnership
(Individual, Partnership, Association, or Corporation)	

<b>BUSINESS TELEPHONE NUMBER(S)</b>			
<b>OFFICE</b>	512.472.6721	<b>FAX</b>	512.477.3211

<b>LIST OF PRINCIPALS (NAMES)</b>	<b>TITLES</b>	<b>DEGREES</b>
Matthew F. Kreisle, III, AIA	Principal	B. Architecture   The University of Texas at Austin, 1972
Robert E. Burke, PE, LEED AP	Principal	B.S. Architectural Engineering The University of Texas at Austin, 1984
Lawrence W. Speck, FAIA	Principal	M. Architecture   Massachusetts Institute of Technology, 1972; B. Architecture   Massachusetts Institute of Technology, 1971; B.S. Management   Massachusetts Institute of Technology, 1971
Michael J. Mace, AIA	Principal	B.S. Architectural Studies   Washington State University, 1981; B. Architecture   Washington State University, 1981
John N. Cryer, III, AIA	Principal	B. Architecture   Louisiana State University, 1972
Arturo Chavez, AIA, LEED AP	Principal	B. Architecture   The University of Houston, 1990



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Mattia J. Flablano, III, AIA	Principal	B. Environmental Design   Texas A&M University, 1980
James M. Wright, AIA	Principal	M. Architecture   Harvard Graduate School of Design, 1975; B. Architecture   The Ohio State University, 1973
Thomas McCarthy, AIA, LEED AP	Principal	M. Architecture   The University of Houston, 1996; B. Architecture   The University of Texas at Austin, 1988

**1) RESPONDENT'S STAFF**

**A. LIST CURRENT NUMBER OF RESPONDENT'S FULL-TIME EMPLOYEES IN EACH CATEGORY, INCLUDING ALL STAFF WHEN A JOINT VENTURE:**  
 (All licenses/registration of key staff listed in this Attachment 1 must be in the State of Texas)

POSITIONS	LOCAL OFFICE	NATIONAL OFFICE(S)
Architects, RA	32	117
Mechanical Engineers, PE	10	20
Structural Engineers, PE	0	1
Electrical Engineers, PE	5	10
OTHER PROFESSIONALS	50	222
OTHER SUPPORT PERSONNEL	13	60
<b>TOTALS</b>	<b>110</b>	<b>430</b>

**B. LIST NAMES OF RESPONDENT'S CERTIFIED PROFESSIONALS AND OTHER LICENSED PERSONNEL EMPLOYED FULL TIME IN A PROFESSIONAL POSITION. INDICATE NUMBER OF YEARS OF EXPERIENCE MANAGING PROJECTS OF SIMILAR SIZE AND TYPE TO THE PROJECT UNDER CONSIDERATION. ATTACH PROJECT MANAGER'S RESUME(S) DESCRIBING SPECIFIC PROJECT-RELATED EXPERIENCE.**

As indicated above, PageSoutherlandPage, LLP currently employs 430 staff members. We have included information below for the key team members we have proposed for the 416 West 11th Street Office Building and Parking Structure Project. Further information and Relevant Experience for each proposed team member, including the proposed Project Manager, Alan Lampert, RA can be found under the RESUMES section of this response.

*(Please list the Project Manager for this specific project first on your list).*

NAME	COLLEGE DEGREE	PROFESSIONAL REGISTRATION/ LICENSE	PROJECT MANAGEMENT EXP.	TOTAL YEARS EXP.
PROJECT MANAGER: Alan Lampert, RA  <b>(Resume included under RESUMES tab)</b>	BS Architecture, Arizona State University School of Architecture	Texas Architect 17349 NCARB Certified	18	24

## Professional Services Questionnaire

Daniel H. Brooks, AIA, LEED AP	B. Architecture, University of Texas at Austin, 1988   University of Copenhagen, DIS Studies, 1986	Texas Architect 14422	12	25
Robert E. Burke, PE, LEED AP	B.S. Architectural Engineering The University of Texas at Austin, 1984	Texas Engineer 67424	16	29
Jonathan R. Sylvie, PhD, PE, PMP	Ph.D. Civil Engineering, University of Texas at Austin M.B.A. University of Texas at San Antonio B.S. Information and Decision Systems, Carnegie Mellon University B.S. Industrial Management, Carnegie Mellon University	Professional Engineer (Texas, Architectural Engineering) Project Management Professional	10	18
Lawrence W. Speck, FAIA	M. Architecture   Massachusetts Institute of Technology, 1972; B. Architecture   Massachusetts Institute of Technology, 1971; B.S. Management   Massachusetts Institute of Technology, 1971	Texas Architect 6138	27	40
Talmadge Smith, RA, LEED AP	M. Architecture, Yale University, 2004; B. Art / Marketing, Abilene Christian University, 1998	Texas Architect 22245	6	12
Katherine Blair, RA, LEED AP	B. Architecture, Kansas State University 2003	Texas Architect 21586	0	8
Kris Walsh, AIA, RID, LEED AP	Bachelor of Science in Interior Design, University of Texas at Austin, 1982	Texas Interior Designer 6350	22	31
Janet Zeitler, AIA, RID, LEED AP	M. Architecture, Rice University, 1993; B. Architecture   B.S. Architectural Engineering, University of Texas at Austin, 1985	Texas Architect 15238   Texas Interior Designer 9652	12	20
James Alvis, PE	B.S. Civil Engineering, Texas A&M University, 1964	Texas Engineer 28767	35	46
Andrew Baxter, PE	B.S. Aeronautical Engineering and Science, University of California at Davis, 1989	Texas Engineer 89696	10	25



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**2) RESPONDENT'S TEAM EXPERIENCE**

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

Name and location of related projects within the last 5 years	Services Provided	Project Mgr. Name	Const. Cost	Client Contact Name and Phone No.
Harris County Courts Complex – Jury Plaza and Tunnel Connection   Houston, Texas	Prime Architect/Engineer	Ken Black	\$13M	Art Storey, Executive Director   713-755-4400
US Courthouse   Austin, Texas	Regional Design Architect, MEP and Civil Engineering	Robert Burke, PE, LEED AP	\$116M	Dale Sherman, GSA Project Manager   817-978-7131
US Courthouse   Alpine, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$13M	Brent Redus, Artesia Development   713-202-3739
US Courthouse   Plano, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$12.3M	Eric Janovsky, GSA Project Manager   817-978-7124
Four Points Centre Office Buildings and Parking Garage   Austin, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP – Project Director	\$33M	Bill Lindstrom, Thomas Properties Group   512-536-8422
Department of Homeland Security and Immigration & Custom Enforcement Facility   Albuquerque, New Mexico	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$15M	Brent Redus, Artesia Development   713-202-3739
2400 Nueces Tower and Parking Garage   Austin, Texas	Prime Architect/Engineer	Brian Roeder, AIA	\$56M	Wally Wilcox, Education Realty Trust   901-259-2578
AMLl on Second Tower and Parking Garage   Austin, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	\$47M	Taylor Bowen, AMLI   972-265-6721
Schwab Research Park 3rd Floor TI   Austin, Texas	Prime Architect/Engineer	Daniel Brooks, AIA, LEED AP	Confidential	Gary Theiss, Schwab   512-682-7765



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Confidential High Tech Client   Austin, Texas	Prime Architect/Engineer	Janet Zeitler, AIA, LEED AP Interior Project Manager	\$35M	Martin Todd Dorris   480-715-3290
PSP Office Finishout   Dallas, Texas	Prime Architect/Engineer	Kris Walsh, Project Interior Designer	\$1.4M	N/A
Bickerstaff Heath Delgado Acosta LLP   Austin, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	\$1.0M	Kristine Patrick   512-472-8021
Texas Instruments (TI), SC Building, Phase I   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	\$ 1.5M	Steve Slejko   214- 567- 6157
United Commercial Realty (UCR)   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	\$1.6M	Mickey Ashmore   214- 526- 6262
Union Standard Insurance Group (USIG)   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director and Designer	Confidential	Ed Hemmerick   972-719-2462
US Risk   Dallas, Texas	Prime Architect	Kris Walsh Project Design Director	\$5.2M	Mac Wesson   214- 265- 7090

**3) RESPONDENT'S OVERALL FIRM EXPERIENCE**

INDICATE THE NUMBER OF RESPONDENT'S RELEVANT PROJECTS AND THE FEE DOLLAR VOLUME OF WORK DONE BY RESPONDENT'S LOCAL OFFICE OR ITS STAFF IN THE PAST THREE (3) YEARS, WHICH WOULD RELATE TO AND CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION.

NO. OF PROJECTS	PROJECT TYPE	BRIEF SCOPE AS TO RELEVANCY
25	Public Sector	Our public sector work includes design for 3 new federal courthouses including courtrooms, grand jury rooms, judge's chambers, and legal offices. This work included a number of the types of spaces required in your project and met strict Federal Energy efficiency and high performance building guidelines.



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235	Corporate   Commercial	Our corporate and commercial work includes ground up and finish out projects for a variety of office work types including law, high tech, financial banking and securities industries to name a few. This experience includes developing and executing the latest open and closed workplace strategies aimed at fostering teaming and collaboration while serving to attract and retain today's mobile staff. Additionally this work is relevant for your project by being able to benchmark office costs against current private sector market costs.
5	Housing   Hospitality	Several of these projects have been high rise and involve the same type of analysis and design as your project for exterior envelope, life safety, elevators, MEP systems.
41	Science   Technology	Many of these projects have been mission critical data center projects and involve robust MEP systems designed for minimal service interruption.

Total Number of Projects over 3 years is 136, total Fees = \$71.26M

**4) TECHNICAL PLAN AND SCHEDULE**

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

**TECHNICAL PLAN**

The following describes the Preliminary Technical Plan that we propose for the successful management and delivery of the new Travis County Office Building and Parking Structure Project. It consists of a description of our proposed Team's Organization and Composition; our Preliminary Management Plan and Design Approach that will be reviewed with the County's project management staff and other appropriate County representatives at the outset of the project for input and approval prior to finalization, distribution and orientation to all team members prior to commencing design.

- I. The Team Organization and Composition establishes the team's business organization, composition and structure; lines of communication, authority and escalation paths; as well as assigned individuals, roles and responsibilities.
  - A. Business Organization and Work Location
  - B. Team Composition

**C. Team Structure, Roles and Responsibilities**

**II. The Management Plan organizes, tasks and schedules the Project Administration and Project Control processes and tools that will be used consistently in managing the effort;**

**A. Pre-Design Management Activities**

**B. Project Administration Procedures**

1. Contract Management
2. Staffing
3. Reporting, Protocols and Standards
4. Communications Plan

**C. Project Control Procedures**

1. Cost Management
2. Schedule Management
3. Change Management
4. Quality Management

**III. The Design Approach organizes, tasks and schedules the work flow as will be required to meet the overall project milestones. The approach will identify the necessary steps and decision points to move efficiently across each step of our proposed delivery strategy – as well as the design processes, standards and tools to be utilized in its delivery.**

**A. Pre-Design Activities**

**B. Design Activities**

**C. Permitting Activities**

**D. Project Delivery Methodology**

**E. Contract Administration and Commissioning**

**I. TEAM ORGANIZATION AND COMPOSITION**

**A. BUSINESS ORGANIZATION AND WORK LOCATION**

PageSoutherlandPage will serve as Prime Consultant for the Travis County Office Building and Parking Structure Project, and will provide the County with a single point of total job responsibility through one of the nation's oldest, most stable and dependable design organizations. As Prime Consultant and managing entity, PageSoutherlandPage provides this project with a "total design" management umbrella within which we have built a qualified team of consultants, all located in Austin / Central Texas, while still providing the high level of interdisciplinary coordination and quality control that we deliver on projects for which we are providing all professional services. In addition, our carefully constructed team exceeds ALL of the County's HUB goals AND sub-goals.

Based at our downtown Austin office that is just 5 minutes from the project site as well as the Travis County offices, our team is capable of providing this project with the highest levels of management interface, client stakeholder integration, job site coordination and quick response – while allowing our managers a single point of authority in directing the full resources of all design disciplines in order to ensure that our commitments to Travis County are met. From PageSoutherlandPage's home office in Austin, we offer an available depth of over 110 Austin-based design professionals (over 400 fully networked in Texas) to support the project as required in meeting its demands.



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## **B. TEAM COMPOSITION**

Our team's composition provides Travis County with an Austin-based team of individuals that represent the highest levels of design talent, planning expertise, and technical competence in each aspect of this project – coupled with strong, effective and proven project leadership and management control. The key individuals that we have committed to its success are a close-knit team with years of experience working together with other similar Private and Public Sector clients on other similar projects – including many of this City's largest public projects, four recent Courthouse / Jury Suite facilities, and numerous multi-story office building / parking structure projects. In addition, our team designed and built major downtown Austin projects with the similar composition of multi-story office, garage, basement and tunnel components – these were the CSC Office Buildings/Garages (connected across three blocks by tunnel), and the Robert E. Johnson State Office Building/Garage (connected to the Capitol Expansion by tunnel).

PageSoutherlandPage, LLP will serve as Prime Consultant and be responsible for overall team Project Management and Quality Control, as well as assume primary responsibility for overall design direction, Architecture, Interior Design, Civil and Sustainable Design – while integrating and coordinating the local HUB Basic Design consulting services of Structures + Haynes Whaley for both Structural Engineering and Parking Consulting, DataCom Design Group for IT/AV/Acoustical and Security Consulting, CNG Engineering for Mechanical and Electrical Engineering, Encotech Engineering for Plumbing Engineering, Facilities Resource Inc. for FF&E Consulting, and Ten Eyck Landscape Architects for Landscape Architecture. To ensure that all work is well-coordinated, fully integrated and in compliance with PageSoutherlandPage's quality standards – PageSoutherlandPage will assign an overall MEP Engineering Manager and in-house Discipline Coordinators for each out-of-house Basic Design Consultant to oversee and coordinate the work produced by consultants.

## **C. TEAM STRUCTURE, ROLES AND RESPONSIBILITIES**

Our team's Organizational Structure, Lines of Communication and Authority, and assigned Key Individuals and Roles are illustrated through the following Team Organization Chart. This organization structure provides a strong focus on management of the overall project, as well as each of the major design process elements in order to facilitate resource coordination, effective span of control, and effective integration of individual design disciplines. Accordingly, each member of the team is fully integrated and managed within the appropriate design discipline and project component.

As illustrated (on the following page), our team is organized to establish clear lines of communication and authority – as well as escalation paths – in order to effectively channel communications, responsibility and accountability throughout all participants in the total design effort. In the case of resolving disputes that may arise during the course of the project, escalation paths reverse allowing disputes to follow back up from team members, to Design Managers, to the Project Manager and Project Director, and ultimately to the Principal-in-Charge who is the ultimate point of accountability to Travis County for all Contract Deliverables.

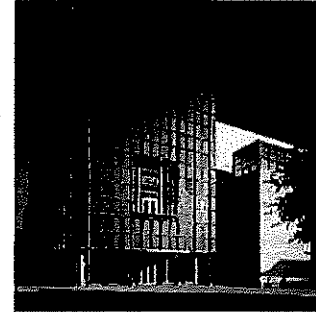
Our Team Structure and our Project Approach are both organized by each of two independently focused, yet fully integrated elements of any successful project: 1. Management and 2. Design.



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## 1. MANAGEMENT TEAM

Our Management structure is based on providing a strong focus on management of the overall project, as well as each of the major design process elements in order to facilitate resource coordination, effective span of control, and effective integration of individual design disciplines. Our Overall Management Team is comprised of two components: Project Management and Quality Management.



- **Project Management** – Our Project Management Team includes Robert (Bob) E. Burke, PE, LEED AP, as Principal-in-Charge, Daniel H. Brooks, AIA, LEED AP as Project Director, and Alan Lampert, RA as the single point of day-to-day contact with Travis County. This team will be responsible for organizing and implementing the management framework within which the project will be delivered – while providing proactive leadership and direction to the project team through its duration. Key members of our Project Management Team include:

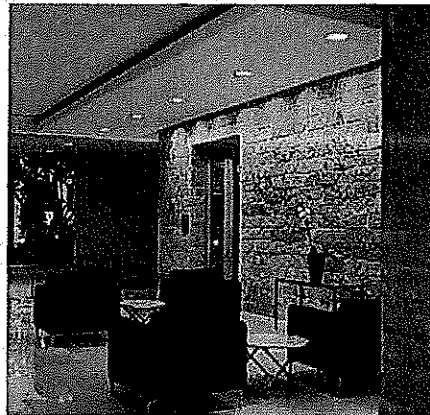
- As Principal-in-Charge, Bob Burke brings 28 years of experience within the City of Austin, including serving as Principal-in-Charge for many of this region's largest and most complex projects. Mr. Burke has extensive experience working with public sector clients including the City of Austin on such projects as the Barbara Jordan Passenger Terminal, the Austin Convention Center, the CSC Public-Private downtown Office Headquarters Campus working with the City of Austin, the U.S. Federal Courthouse in Austin working with the MSME, and the 1.6 MSF Samsung Semiconductor Fab A2 in Austin.
- **As Project Director**, Daniel Brooks, AIA, LEED AP, brings over 24 years of professional experience, including the last 8 ½ years within the City of Austin. Mr. Brooks' experience ranges from the 18-story AMLI on Second Tower in Austin, two Federal Courthouses, the 200,000 sf office campus at Four Points Centre in Austin, the new GSA Office Building for the FBI (275,000 SF), and new Corporate Headquarters Office Complex for Owings Corning in Toledo, Ohio, and the Enron South Office Tower in Houston (41-story, 1.3 MSF).
- **As Project Manager**, Alan Lampert, RA brings over 24 years of professional experience across a broad spectrum of project types and scales, including such complex, landmark projects such as the University of Texas Psychology Building, TxDOT Research and Technology Center, Ontario Convention Center, Tustin Civic Center and Miami International Airport.
- **Quality Management** – Our Quality Management Team includes Jon Sylvie, PhD, PE, PMP as Quality Assurance Manager. Outside the project chain on a level equal to yet separate from the Project Management Team, Mr. Sylvie will oversee the planning, scheduling and implementation of our **Quality Control Program**. We are providing an independent cross-check by non-team members which taps the experience, talent and objectivity of the firm's most senior staff.

## 2. DESIGN TEAM

Our Design Team Structure is organized by three components: 1) Architecture | Interior Design, 2) Sustainability, and 3) Engineering.

- **Architecture | Interior Design** will be personally led by Lawrence (Larry) W. Speck, FAIA as Design Principal and Kris Walsh, IIDA, TID, LEED AP as Lead Interior Designer.

- **Design Principal**, Larry Speck is a nationally recognized design architect that has led the design for many of this State's most recent public landmark projects and open spaces. In Austin, he has led the design for such major projects as the Barbara Jordan Passenger Terminal, the Austin Convention Center, the Town Lake Comprehensive Plan, CSC Downtown Headquarters, AMLI 2 Mixed-use Residential Development and design consultant for the new Federal Courthouse. From 1992 – 2001, Mr. Speck served as the Dean of the School of Architecture at the University of Texas at Austin. He has served as a National Peer Reviewer for the U.S. General Services Administration Design Excellence Program and Architectural Advisory Board for the U.S. State Department Overseas Building Operations (Embassy Program). He currently sits on the boards of Green Guard Environmental Institute and Air Quality Sciences.
- **Lead Interior Designer**, Kris Walsh has over 31 years of professional experience. Her projects range from the corporate offices for both Tri-star and Columbia Pictures which included six screening rooms, to the office renovations of USAA's Corporate Headquarters in San Antonio (700,000 SF), to the Barbara Jordan Passenger Terminal – to the renovations to the Bank One Lobby space in Austin which was recognized with an International IIDA Design Award presented at the NEOCON Convention in Chicago. Most recently, she has led the design for PageSoutherlandPage's Dallas Office which was similarly located within the Mercantile Bank Lobby space and is currently working with Gearbox Software in designing both their Motion Capture Studio and Audio Recording Studio.
- **Other Architecture | Interior Design** team members include Talmadge Smith, RA, LEED AP as Project Architect, Janet Zeitler, AIA, RID, LEED AP as Project Architect, and Margaret Teinert, RID, IIDA, FMA with responsibility for FF&E on the project.
- **Sustainability and LEED Coordination | Submission Services** will be provided by Katherine (Katie) Blair, RA, LEED AP as Sustainability Manager. As Sustainability Manager, Katie Blair directs the sustainable design and LEED certification process for all projects within the Austin office of PageSoutherlandPage. Her experience includes such significant national models as the nation's first LEED Gold Semiconductor Plant, one of the nation's first LEED Gold Data Centers, our Design-Build proposal for the 1 MSF Charles R. Darnall Army Medical Center at Fort Hood which was planned to achieve LEED Platinum, and working with Dell in developing the company's internal LEED+ Global Design Guidelines in response to Michael Dell's desire to become the "world's greenest technology company".
- **Engineering** – Under the overall leadership of Andrew (Andy) R. Baxter, PE as MEP Engineering Manager, Jerry Garcia, PE as Structural Engineering Principal, and James Alvis as Civil Engineering Manager. The Engineering Team will be responsible for the planning, design, production and Contract Administration support for all of the Engineering components of the project.
- **MEP Engineering Manager**, Andy Baxter brings over 22 years of professional experience– including over 13 years within the City of Austin. His projects range from the U.S. Federal Courthouse, CSC Downtown Headquarters, and LEED Gold Certified Four Points office buildings in Austin, to the 1.6M SF Samsung Austin Semiconductor Fab A2, a number of the nation's largest Data Centers, the firm's Design-Build proposal for the





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- firm's Design-Build proposal for the 1 MSF Charles R. Darnall Army Medical Center at Fort Hood which is planned to achieve LEED Platinum – as well as 700,000 SF of office renovations at USAA's San Antonio Headquarters, CSC's downtown Austin office headquarters, and the LEED Gold Certified Four Points Office Complex in northwest Austin.
- **Other Engineering team members** include Carlos Farias, PE, LEED AP as Mechanical Engineer, David P. Mitchell, PE, CxA as Plumbing Engineer, Doug Schulze, PE, LEED AP as Electrical Engineer, and Mark Merryman, PE, LEED AP as Structural Engineer.

### 3. SPECIAL CONSULTANTS

Our Consultant team is comprised of firms and individuals with whom PageSoutherlandPage has established strong and proven working relationships with over years of experience working together on similar projects. The success of this project will ultimately lie in the experience, qualifications and commitment of those individuals most directly involved. The priority that we place on Travis County as a client is strongly reflected in the people that we have committed toward its success.

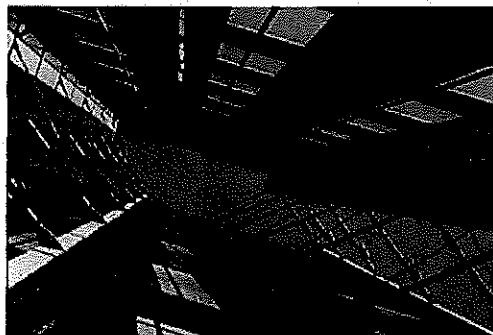
## II. MANAGEMENT PLAN

PageSoutherlandPage has built its practice and proven reputation for dependability on a solid foundation of Project Management. Efficient and effective Project Management enables innovative design – providing a disciplined framework, or conduit, within which the design process may freely flow while allowing stakeholders, planners and designers to best focus upon our client's needs, goals, priorities and concerns. Our approach to managing the design process is organized to effectively channel communications, responsibility and accountability throughout all participants in the total design effort – while providing stakeholders with proactive leadership, responsible technical management, effective budget and schedule control, and adherence to proven quality control standards.

### A. PRE-DESIGN MANAGEMENT ACTIVITIES

At the outset of the Travis County Office Building and Parking Structure Project, our Management Team will first work with Travis County and HS&A to validate the Preliminary Execution | Quality Assurance Plan that we have developed which will serve as a “roadmap” to proactively guide the successful delivery of this project. We believe that we cannot provide proactive leadership without a clear “roadmap” to guide us, an effective “dashboard” of management tools to gauge our progress, and the available depth of resources required to adequately “control” the pace of the project throughout its course. Our approach to managing the design process will be to first organize, plan and model all aspects of your project's delivery in advance as a means of testing and validating that your goals are realistic and achievable – while working with Intel to formulate the most efficient and cost effective strategy for delivering the project while still on paper – before going live. The Plan that we have developed will be reviewed with Travis County representatives for input and approval prior to team orientation and implementation. Key elements of this plan include:

- Conduct an Initial Stakeholder Vision Session to align team values and project expectations, establish
- LEED Certification Strategies and define Value parameters;
- Validate our Project Delivery Strategy, Team Structure



- and Work Plan for executing the project in the most efficient and cost effective manner;
- Validate and Implement our Project Communications Plan and Technology Tools to be utilized on the project;
- Validate our Quality Assurance Plan identifying the criteria, processes, tools and standards to be implemented throughout the project;
- Confirm Project Milestones, Target Dates and Project Delivery Methodology in developing a Preliminary Milestone Schedule and Detailed Schedule of Tasks;
- Validate Manpower Projections and Project Staffing Plan;
- Develop a Project Budget Model or Control Estimate;
- Establish Change Management Procedures and Protocols"
- Conduct BIM Integrated Delivery Worksession | Develop BIM Execution Plan
- Conduct Team Orientation Session for purpose of presenting Project Execution | Quality Assurance Plan to be utilized by all team members.



Once validated, these models and strategies that we have developed will serve both as a roadmap and set established benchmarks for subsequent Project Control activities allowing us to "hit-the-ground-running". Once validated, the Work Plan will serve as baseline parameters which may be monitored, measured, analyzed and disciplined throughout the course of the project.

Within this framework, our Management Plan will address Project Management Procedures that encompass two distinct objectives:

- Project Administration – those ongoing activities which facilitate the timely flow of information and required documents such as regular progress reports, invoices and supporting data, checklists, review comments and responses, etc.
- Project Control – those ongoing activities which ensure the accomplishment of project goals and objectives relative to technical quality, cost, schedule

## **B. PROJECT ADMINISTRATION PROCEDURES**

Project Administration is essentially about communication. It strives to establish and construct clear, concise, timely communication to allow the most effective and efficient participation by team professionals at all levels – including those of the client, the users, the architects, engineers and specialists, and other responsible public and private entities. At the outset of the project agreement of formats, distributions, and frequencies will be built into the initial structure, and will be expanded or modified as needed to accomplish the administrative goals of the project. Project Administration activities will include the following:

### **1. CONTRACT MANAGEMENT**

- Contract Management | Scope Compliance – the Project Manager will be responsible for administering the contractual and business terms of the Contract in order to ensure our team's compliance with Travis County's expectations of the project.
- Fee Management Procedures – The Project Manager will be responsible for the management of all





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- design fees and expenses including the development of billing schedules, agreement as to Invoicing Formats and procedures, and monthly invoicing. At the outset of the project, Job Initiation Forms will be prepared and input into PageSoutherlandPage's Deltek accounting system allowing ongoing monitoring and reporting of job status and manpower throughout the project.

## **2. STAFFING**

- **Team Organization** – The Project Manager and Design Managers will finalize the project Manpower Budgets and Staffing Plan included in the RFP – as well as be responsible for ongoing monitoring and reporting of job progress.
- **Manpower and Staffing** – The Project Manager and Design Managers will finalize the project Manhour Budgets and Staffing Plan included with this RFP – as well as be responsible for ongoing Monitoring and Reporting of job status. PageSoutherlandPage uses Deltek “Vision” as an Accounting / Project Management software which we use as an effective management tool for tracking budgeted versus actual manhours over the course of a project. Every phase of manpower is entered and tracked automatically in our online, secure database – from initial manpower projections to daily timesheet entries by each employee. Every PageSoutherlandPage PM has full access to this system through an onscreen “dashboard”, and has real-time access to track and compare workplan to actual time expenditures. This allows continual, realtime management of project resources.

## **3. REPORTING, PROTOCOLS AND STANDARDS**

- **Documentation | Reporting Procedures and Formats** – The Project Manager will be responsible for establishing and adhering to agreed upon documentation formats, distribution lists, and reporting procedures.
- **Establishment of Team Protocols, Standards, Formats and Procedures** – The Project Manager and Design Managers will identify and implement applicable team protocols, standards, formats, and procedures to be utilized on the project.

## **4. COMMUNICATIONS PLAN**

The Project Manager will be responsible for developing and implementing a Project Communications plan as outlined below and included on the Project Schedule in order to ensure cooperative and responsive client / consultant working relationships with clear lines of communication, responsibility and authority throughout the entire job – while keeping project stakeholders fully informed and engaged in the design process.

**Face-to-Face Team Interface** – In order to keep Travis County and other team members fully informed and engaged, our Communications Plan will include the following “face-to-face” activities:

- **Project Kick-off | Vision Session** – Recognizing that Travis County brings a unique set of values, expectations, and priorities to the County Commissioners Court and Offices project that will guide its decision-making and design procedures, we recommend beginning the design process with a Vision Session involving project stakeholders and key decision makers for the purpose of aligning expectations and defining a common vision for the project before initiating the design process.
- **Regular Progress Meetings** – Team Coordination among the Design team, the CM and Travis County will be reinforced through regular weekly Progress Meetings for communication of management issues

- relating to design, cost and schedule status. During these meetings, project status will be presented with meeting notes taken and distributed to all parties within 48 hours for approval and job files. The Project Manager will Chair weekly Progress meetings and responsible for all scheduling, agendas, documentation and distributions.

During these meetings, our team will utilize proven management tools such as the following when appropriate to pro-actively plan, monitor, communicate, document and discipline job progress against baseline assumptions throughout all phases of the project.

- Formats for Meeting Minutes
- Project Deliverables Tracking Matrix
- Decision –Tracking Data Base
- Action-Item Crib Sheets
- Change Management Data Base
- Design Workshops – Independent of weekly Progress Meetings that focus on management issues, PageSoutherlandPage utilizes a workshop approach as a forum for user input which focus on design issues in an orderly and systematic manner. Our approach is to pro-actively organize and plan each component and discipline of the design and decision-making process in advance. Workshops are scheduled by discipline or appropriate groupings which address key design issues in a logical sequence of incremental steps involving only those reviewers that are necessary for input and approval – resulting in a streamlined process and efficient use of time and resources. Design Managers will Chair Workshops and be responsible for all scheduling, agendas, documentation and distributions.
- Design Presentations, Reviews and Approvals – In order to ensure that Travis County stakeholders are fully engaged in reviews of completed work and that all comments and input are communicated and incorporated into the design at each stage of development, PageSoutherlandPage utilizes a wide range of presentation and communication tools to ensure that our designs are fully understood and conveyed to users in order to avoid misunderstandings or surprises once constructed. These techniques range from hand sketches, to computer renderings; and study models, to physical and computer models, to computer animated fly throughs; to color boards, material samples and full-scale mock-ups.
- In addition, PageSoutherlandPage uses PSP CHECKS as a client input / decision-tracking tool designed to systematically log, track and address each review comment to ensure closure of all issues in a timely manner. PSP CHECKS is an in-house tracking tool similar to the Federal Government's DR Checks system. The tool is designed to identify reviewers and respondents, log-in and describe review comments item-by-item, track communications and responses, and document comment disposition, approvals, sign-offs and close-outs.
- Internal Team Coordination Meetings – In addition to meetings with Travis County and the CM which focus on management and design related issues, our team will conduct internal coordination meetings to communicate and coordinate job progress both within the team and among other projects within our office. These meetings will include the following:
- Team Kick-off | Project Orientation and Training Sessions – It is important that the Project Execution | Quality Assurance Plan and Project Procedures for each project be clearly conveyed to all members of the project team before beginning the design process. Upon Travis County's input and approval of this Plan at the outset of the project, we will conduct a Team Kickoff and Project Orientation and Training Session with all team members in order to convey a clear understanding and acceptance of the work



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- plan, project procedures and commitments.
- **Project Team Coordination Meetings** – We will conduct regular internal Team Coordination Meetings to allow the design team to review and coordinate the progress of work throughout all design phases. These meetings will serve as a forum for both internal coordination both between and within each discipline and component of the project.
- **Weekly Project Managers Meetings** – In addition to project-focused internal Team Coordination Meetings, PageSoutherlandPage conducts weekly Project Manager’s meetings during which the status and needs of all projects in our office are reviewed and coordinated to ensure that our commitments to all clients are met.
- **Monthly Management Updates | Status Reports** – On monthly basis, the Project Manager and Principal-In-Charge will meet with and submit written status reports to Travis County’s Senior Management and Executive Team which document the progress of design, cost and schedule, as well as tracking of Project Deliverables, Change Management, Fees and Additional Services to ensure clear understanding of project status and avoid surprises or “after-the-fact” misunderstandings.
- **Electronic Communications and Tools** - Throughout the course of the project, our team will utilize state-of-the-art technology tools to maintain real-time communications, document access and transfer, and archiving.
- **Project Management Software** - PageSoutherlandPage utilizes Deltek Vision Project Planning module as a Accounting and Project Management software. We are experienced in working with a wide range of Project Management Software Systems and are open to working with any software the project.
- **Electronic tools will include:**
  - Newforma
  - File Transfer Protocol (FTP) Server Site
  - Microsoft SharePoint Team Services Server
  - Sonexis Web Conferencing Server
  - Go-to-Meeting
  - Video Conferences

**C. PROJECT CONTROL PROCEDURES**

Control of Cost, Schedule, Change and Quality are management functions that will be exercised continuously by our Project Management Team throughout the project. We approach Project Control as on-going and interactive management activities that are concurrent and in-sync with the design process – rather than as snap-shot checks for project status at the completion of critical design phases. The following management process, procedures and tools that we will implement on the Travis County Office Building and Parking Structure Project have resulted in a proven track record for consistency and dependability in our ability to meet our client’s goals and expectations.

## 1. COST MANAGEMENT

Successful Cost Management is dependent upon two functions 1) the ability to manage a "design-to budget" cost control process which allows designers to effectively target dollars in a manner that achieves the greatest value for every dollar spent; and 2) the ability to prepare accurate cost estimates based upon the level of information known at each stage of design while maintaining continuity between estimates.

### Cost Control Process

PageSoutherlandPage utilizes a proactive "design-to-budget" cost control process that is organized and scheduled in a manner that integrates cost estimating and value engineering as inputs to design – versus after-the-fact results of design. Our process begins at the earliest stages of the design process in organizing the project budget and developing a Project Budget Model and Contingency Strategy using historical job experience and current parametric cost data in order to ensure a realistic and achievable alignment of Program Goals and Construction dollars from the outset of the design process. Serving as a cost baseline for design and starting point for subsequent cost control activities, this computer model will identify all line items to be included in – as well as excluded from – the project budget in order to validate initial budget assumptions and convey a clear understanding and communication of the scope for the project for which the design team will be held accountable.

Once this Budget Model, or Control Estimate is established and approved by Travis County, line items will be estimated and progressively expanded upon in greater detail as building and engineering systems become more and more accurately defined. Additional columns for subsequent estimates and value engineering analyses will be progressively added to the cost model for side-by-side comparison with prior estimates as a basis for weekly "rolling" budget reviews at regularly scheduled team progress Meetings – allowing continuous monitoring and disciplining of project costs throughout all design phases by line item rather than bottom line total.

Within this Cost Control framework, our Management Team will employ a number of Value Engineering and Life Cycle Costing techniques in order to ensure that the County's goals for sustainability, cost effectiveness and value are inherent in the design of the project. Value Engineering analyses will be conducted consistently by the project team throughout the design process – recognizing that the greatest cost benefits may be gained through value engineering decisions made at the earlier stages of design. Our Value Engineering Process incorporates the following:

- Defining "Value" – In order to "design-in" Value on the Travis County Office Building and Parking Structure Project, we must first understand what Travis County perceives to be value. How value is perceived and defined varies from with every client, industry, building type and project. In order that we fully understand this perception of Value, our Dynamic Listening process focuses on establishing a definition and priorities for value criteria as a basis for systematically making informed decisions.
- Measuring "Value" – Where appropriate, our team is capable of preparing Life cycle Cost Analyses comparing the cost impact of alternative solutions upon the capital, maintenance and operation costs of Intel over the life of the facility.
- Achieving "Value" – PageSoutherlandPage has developed a systematic Value Engineering methodology that takes into account the broad perspective of value considerations as a means for making informed decisions. Our Approach utilizes an Evaluation Matrix as a structured process for evaluating, comparing and ranking Value options against "owner defined" Evaluation Criteria and Priorities in terms of aesthetics, durability, maintainability, sustainability, initial cost and life cycle costs. It is important to recognize that such a process does not "make" decisions – but rather ensures a thorough examination and assessment of all factors in making informed decisions.

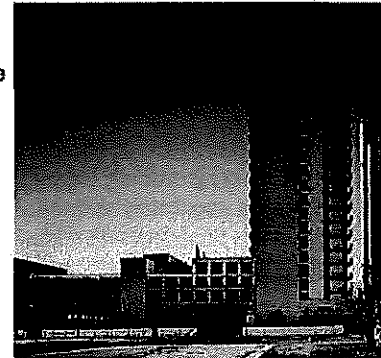


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## 2. SCHEDULE MANAGEMENT

The means for implementing effective Schedule Control on this project will be established at the earliest stages of the design process using Travis County's milestones and the Preliminary Schedule included with our Design Approach below as a starting point. We believe that regardless of the complexity of a project, it is critical that all aspects of its delivery be organized and planned in advance if Project Managers are to provide proactive leadership to the design team.

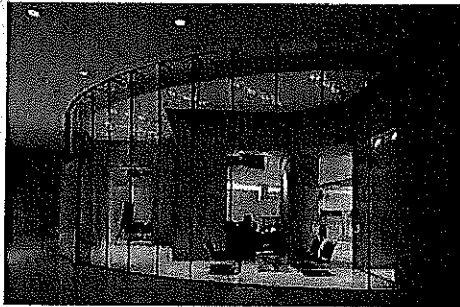
On projects such as this with aggressive design schedules and involving multiple stakeholder groups, we have found that it is important that all participants and stakeholders in the design process fully understand all schedule requirements, responsibilities and interface commitments in order to move together as one team in "lock-step". To accomplish this, PageSouthernlandPage has utilized comprehensive scheduling worksessions conducted at the outset of the project and prior to critical phases which involves all participants and stakeholders in the delivery process as an interactive forum for developing and conveying a clear understanding of the schedule requirements, responsibilities and interface commitments for all team participants – while validating that schedule milestones and target dates are realistic and achievable before commencing design. Using large-scale wall calendars and color-coded activity cards as a flexible medium for constructing detailed activity schedules allows the maximum input and participation of all parties. During such interactive sessions, a project schedule may be developed and analyzed in detail in order to identify all participants in the planning process and their anticipated activities, verify established target dates and milestones, as well as establish and coordinate activity timelines and "give-get" interface requirements or "network of commitments" as a means of eliminating waste in developing the most efficient work flow and cost effective strategy for the successful delivery of the project.



The resulting Schedule of Tasks will be organized to fully integrate all Management, Design, Permitting and Construction activities. Once established and agreed upon, the resulting schedule may be input into scheduling programs ranging from simple bar charts for ease of understanding by non-professional stakeholders and design team members, to more complex time-scaled precedence diagrams and critical path analyses in order to identify areas of risk and float.

PageSouthernlandPage utilizes a number of scheduling software programs depending upon the intended use or user – ranging from simple Excel bar charts, to Microsoft Project and Primavera allowing detailed critical path analyses and man-loading of projects. Once constructed, the schedule serves as a flexible instrument for testing and verifying project schedule requirements and feasibility – as well as a baseline by which the job progress may be monitored, measured, analyzed and disciplined by task throughout its duration. It is important to understand that effective schedule control is achieved proactively at the level of individual tasks over short durations – versus milestones over longer durations which are often "after-the-fact".

Throughout the course of a project, subsequent scheduling worksessions may be conducted as required throughout the course of the project in order to develop immediate recover schedules, strategies and manpower requirements to offset any unanticipated delays that may occur during the design process. Other scheduling techniques to be utilized on the Travis County Office Building and Parking Structure Project include "look-ahead" schedules for coming week's activities and "crib-sheets" of action item assignments in order to ensure that our commitments to Travis County are met.



Job Progress and Project Schedule are to be fixed agenda items for all weekly Status Meetings through the duration of the project. During these meetings, the progress of each discipline is to be discussed "face-to-face" in order to facilitate team coordination, eliminate obstacles, and determine additional resources that may be required throughout the course of the project.

#### Preliminary Project Schedule

A Preliminary Project Schedule has been developed and included in the following section as a means for testing and validating Travis County's Performance Schedule included within the RFP and as a means to demonstrate our understanding of the Scope and Services that will be required in the successful delivery of this project. It should be emphasized that up to this point, this Schedule has been developed unilaterally by our team and as such is intended as a starting point only for subsequent discussions with Travis County's managers at the outset of the project in developing a Work Plan and Schedule that is in full alignment with your expectations for this project in order to achieve your Goals in the most efficient and cost effective manner. As partners working together toward the success of this project, it is important to recognize that we must both take ownership of the schedule if we are to be successful.

### 3. CHANGE MANAGEMENT

The delivery of the Travis County Office Building and Parking Structure Project will be fast-paced with a lot of moving parts. Its success will hinge upon our ability to manage change from a diverse group of users and stakeholders with varying project goals. To accomplish this, our Change Management systems and Communications Plan is organized to stay abreast of daily activities and decisions that will impact the design, cost and schedule of the project throughout its course. Our management procedures and computerized tracking systems are effective tools for identifying, documenting, monitoring, disciplining and communicating job progress throughout design (and construction). Throughout the change process, each step of the way will be logged in and tracked to ensure timely processing and avoid overlooked issues. Tracking logs and pending issues will be discussed as fixed Agenda Topics at every Status Meeting and distributed to the design team on a weekly basis. In addition, the Tracking database is available on-line in a "view-only" format so that any member of the project team may review the status of pending issues at any point in time.

### 4. QUALITY MANAGEMENT

Quality is a Management responsibility that will be aggressively pursued by PageSoutherlandPage on all projects at each of the following levels: 1) a Quality Assurance process-checking or "error prevention" program; and 2) a Quality Control project checking or "error-catching" program.

#### Quality Assurance

PageSoutherlandPage's Quality Assurance Program strives to achieve a level of consistency in the design process that will result in quality work. We believe that without consistency in process - there can be no consistency in performance.

At the outset of the Travis County Office Building and Parking Structure Project, our Management Team will work together with representatives from the County and the Design Management Team to finalize our Project Execution Plan that will integrate the Quality Assurance processes and content elements identified



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In PageSoutherlandPage's published Quality Process Manual with Travis County's specific protocols, standards and criteria – and apply it to the delivery of this specific project. PageSoutherlandPage's Quality Process Manual incorporates the fundamentals of such recognized quality improvement programs as Total Quality Management, Quality Process Alignment and Six Sigma – while building upon the experience, best practices, and lessons-learned across all offices of PageSoutherlandPage over the last century. Designed to reinforce and improve on the consistency in how we deliver our services, our Project Execution Plan will address all aspects of our services through two categories of Information which together comprise our recommended "best practices" for delivering A/E work:

1. Process – flow charts depicting the steps to be followed to ensure a smooth project, and the people responsible for making sure each step is accomplished;
2. Content – agreed upon checklists, templates, and references to standards, which are intended to streamline the work process.

Once approved, our Project Execution Plan will be presented to all members of the design team at a Project Orientation worksession at the outset of the project.

#### Quality Control

Our Quality Control Program for the project will establish the procedures for review of completed work by co-professionals who are independent of the project team structure and who bring an experienced, objective assessment to the work output at critical stages in the design of the project. Our Quality Control Program will be implemented at two separate levels of activity:

#### Quality Control Reviews

In order to ensure that this project receives the full benefit of our knowledge and experience across each area of expertise involved, our process includes regularly scheduled reviews of work-in-progress. Our review strategy typically overlaps design and construction input across the entire process whereby design reviews continue from the initial design throughout production and construction phases to ensure continuity of design intent and quality expectations – whole designated representatives of our Construction Administration teams will be involved in reviewing plans from the earliest development to ensure clear documentation and constructability.

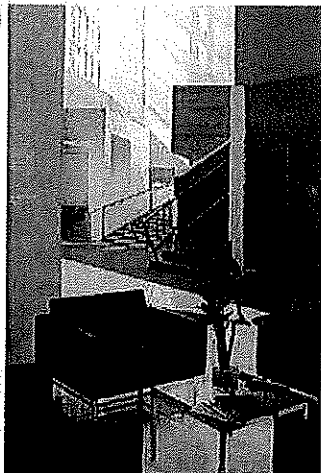
#### Quality Control Checks

In addition to Quality Control Reviews of Work-in-Progress, our team will conduct Quality Control Checks of work completed before submitting phase deliverables to Intel for review.

Using PageSoutherlandPage's Quality Control Check-Lists for each discipline to ensure a complete and thorough review – Quality Control activities, reviews and checks will be included in the Project Schedule and Work plan in order to ensure adequate time for interdisciplinary coordination and quality checks. Outside of the project chain on a level equal to yet separate from the Project Management Team, the Quality Managers will oversee the planning, scheduling and implementation of the Quality Control Program – providing an independent cross-check by non-team members which taps the experience, talent and objectivity of the firm's most senior staff.

#### Quality Control Feedback

Our Project Manager's responsibilities for Quality Control reach beyond the limits of involvement in just a single project. It is important to us that our managers pass on the lessons-learned and experience gained from each project throughout all projects in order that we may continue to improve in the services that we



provide and the products that we deliver. Client feedback is gained through the following procedures:

- **Project Alerts** – From time to time during the course of a project, an issue may arise that we may not have encountered before. It is important to us that these experiences be shared throughout our firm in order that we may anticipate their re-occurrence and our response in the future.
- **Lessons-Learned Sessions** – In order that we may learn and improve with each project, our approach calls for structured Lessons-Learned sessions with our clients where we may gain insight as to how we may improve our services and products on future projects.
- **End of Construction Lessons-Learned Sessions** – It is at the completion of construction when our clients impressions of our services provided are fresh – that they may best be able to provide insight as to the quality of services that we provided to them.
- **Warranty Period Lessons-Learned Sessions** – It is after the Warranty Period when a client has had the opportunity to live in a facility for a year that they may best be able to provide insight a to the quality of the product that we delivered.

### III. DESIGN APPROACH

In order to provide the Design Services being sought by Travis County on this project, we are proposing an interactive, multi-disciplinary planning and design process that is characterized by thorough, to-the-point analyses, the generation of realistic alternatives, and careful refinement and execution. Our approach is systematic, clear and carefully tailored to this specific situation – demonstrating a thorough understanding of the project program and services that will be required.

Our Design Approach is organized to address the challenges that we feel will be encountered in the delivery of the project:

#### A. PRE-DESIGN ACTIVITIES

The following narrative describes the Pre-Design Services and Approach that we propose for your project.

##### Community Involvement

While not requested on this project, often on public projects it is important that the planning process reach out into the surrounding community with an open ear at its earliest stages to find common ground in building community stakeholders and consensus for a common vision from the ground up. As part of our service, our team brings extensive experience in gathering community input for the planning of major projects in dense urban settings. PageSoutherlandPage Principals Matt Kreisie and Larry Speck have led the community participation and consensus building process for such major projects as the Austin Convention Center, the Seton Medical District Master Plan, the East Avenue Mixed-use Redevelopment of the Concordia University Campus, and the Heritage Austin program among others – through which we have developed the methodologies and tools for effectively engaging community group sessions. We are good communicators – and more importantly, good listeners.



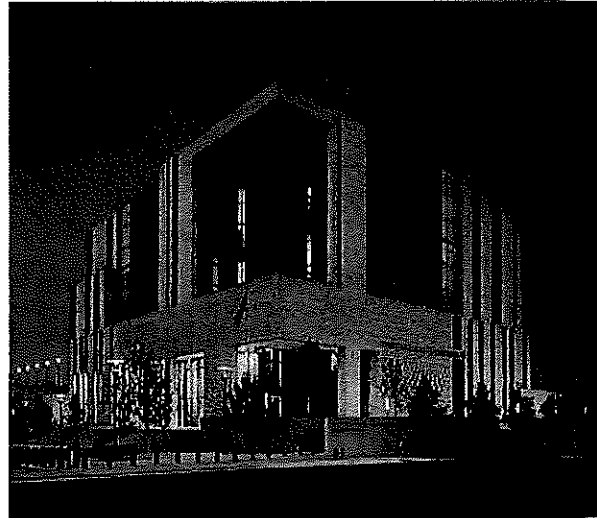


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**Starting with a Clear Definition for a Common Vision | Transfer of Program Information**  
Through PageSoutherlandPage's Strategic Consulting Group, we offer an interactive and systematic Dynamic Listening programming process for fully understanding a given "problem" – before seeking "solutions". Using large scale wall displays of "analysis" or "think" cards as a means for interaction, communication and documentation, our unique process systematically captures, organizes, clarifies and advances ideas – while fostering interaction, encouraging innovation and building consensus among stakeholders. Prior to initiating the design process, it is recommended that our team conduct Vision Sessions with stakeholders to communicate and validate program information collected and assembled to date. Prior to commencing design, our team will analyze all data collected during the programming process to confirm that we feel the goals and assumptions are realistic and achievable within the dollars budgeted and time frame established in order to avoid subsequent surprises, disappointments, cost overruns and costly schedule delays later on in the project.

## **B. PLANNING AND DESIGN ACTIVITIES**

We believe that the best designs result from the collective synergy resulting between the different minds of a designer and planner working together within a disciplined management framework. Such collaboration becomes an incubator of talent and expertise – of creativity and innovation – each testing and challenging one another in advancing ideas and concepts, rather than merely duplicating prior designs. Our approach for the design of the Travis County Office Building and Parking Structure Project is to combine the design talents and insights of Larry Speck with the planning specialists in sustainable design, office environments, Information Technology, Audio Visual, Physical and Electronic Security and Engineering systems in developing a landmark building for the Travis County's DA's office. As Design Principal, Mr. Speck has similarly worked with the nation's leading planning specialists in helping to define the "public face" for the City of Austin on projects such as the Barbara Jordan Passenger Terminal and Austin Convention Center. A Collaborative Planning & Design Approach PageSoutherlandPage has developed a number of unique design processes and tools designed to keep stakeholders fully engaged and informed throughout the design process.



Our Design Workshop process serves as a stakeholder forum that optimizing user input in an orderly and systematic manner. By pro-actively organizing the design and decision-making process in advance, key design issues are addressed in a logical sequence of incremental steps resulting in a streamlined effort, a more efficient use of time and resources, and greatly simplifying the stakeholder decision-making process. Another means for fully engaging stakeholders in the design process is to take the design studio to them. Using the "Charette" methodology, our design team will "move in" with the client on site in analyzing problems, exploring options, and developing concepts and solutions. Like our "Dynamic Listening" programming process, this methodology engages clients in the design process while building stakeholders and consensus from the ground up.

**A Value Driven Design Process**

Within the rigid framework of PageSouthernlandPage's Cost Control management procedures described above, our design process is similarly structured to ensure that value is inherent in the planning, design and operations of every project. Beginning at the outset of the design process with the definition of value parameters, building performance goals and efficiency targets as ongoing benchmarks, our process is one of continually exploring and analyzing options which afford the greatest value for every construction dollar spent – from planning efficiencies, to material selections, to building system and operational performance.

**High Performance Buildings – LEED Design**

We believe that Sustainable design goes far beyond simply achieving a LEED rating. It entails an integrated design process where all components of the building design are considered in unison and the synergies realized. It recognizes that each discipline's recommendations have an impact on other aspects of the project and through integrated design we may capture the benefits of multiple systems designed to work effectively together rather than separately.

In our experience, Sustainable Design is achieved most efficiently and effectively when Sustainability goals and requirements inform project decisions from day one. On the Travis County Office Building and Parking Structure Project our team will employ a whole-system approach that analyzes interconnected issues such as site and building design, energy and water efficiency, resource efficient materials and construction techniques, lighting and mechanical design, and the comfort and safety of the occupants. We then reassemble the pieces in new patterns that achieve multiple benefits from expenditures.

With over 100 LEED Accredited Professionals representing all design disciplines – including programming and commissioning – PageSouthernlandPage offers our clients a holistic and comprehensive approach to sustainable design. Our capabilities and processes are organized in four phases extending across the design and construction process: 1) LEED Programming & Goal Setting; 2) Analysis and Design; 3) LEED Certification Documentation; and 4) Fundamental LEED Commissioning.

**State-of-the-Art Design Technologies**

As a large, multidiscipline design firm, PageSouthernlandPage offers the most current design technologies across all design disciplines. Each of our domestic offices are fully networked with over 350 CAD stations in the firm.

All disciplines are proficient in the use of BIM as an integrated design and production tools while our designers employ the most current solid modeling and visualization software allowing our clients to fully understand design solutions as they are developed.

**C. PERMITTING**

All Permitting and Approval activities for the project will be organized at its outset with the development of a comprehensive permitting strategy. As the first step of the permitting process, our Management and Design team members will identify applicable Jurisdictions, Codes, Ordinances and other Legal restrictions and criteria that will apply to the design of the project. Upon identification of applicable requirements, appropriate team members will conduct Code Searches and research required to identify permitting requirements, reviews, approvals and process for obtaining necessary approvals. Permitting activities will be proactively integrated within the design and construction schedule to avoid or minimize any impact on the critical path.

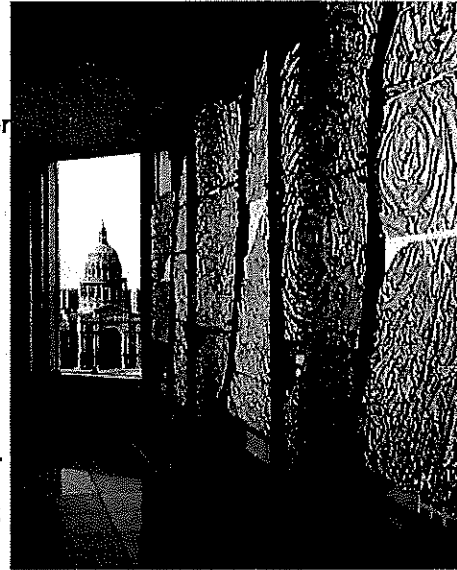


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#### **D. PROJECT DELIVERY**

PageSoutherlandPage brings extensive experience working collaboratively with the top local, regional and national General Contractors and Construction Managers on a wide range of major project types. Our CM experience ranges from such projects as the new \$700M+ Samsung Austin Semiconductor Fab A2 and Hewlett Packard \$100M "next generation" data center; to the 700,000 SF renovations to USAA's Corporate Headquarters in San Antonio, to the 800,000 SF Barbara Jordan Passenger Terminal and 6-city block Austin Convention Center.

Our approach to working with Construction Managers at Risk is to work together as a positive and cooperative team member in achieving our mutual client's goals – while first and foremost protecting our client's best interests as architects and engineers. During the Pre-Construction Design phases, we will work as an integral team with the Construction Manager in the development of the design, Schedule, Constructability and Quality



Control – while recognizing that during construction, the CM's priorities and attitudes may shift from those during Pre-construction phases as they move into a position of protecting their risks. As Travis County's A/E and Contract Administration representative, PageSoutherlandPage will endeavor to protect its best interests throughout the construction process.

#### **E. CONTRACT ADMINISTRATION & COMMISSIONING**

Recognizing that the last impression of one project will become the first impression of subsequent commissions, PageSoutherlandPage places a high priority on maintaining the momentum, intensity and focus of the design process throughout the construction phase. Our approach to providing Construction Administration services emphasizes the continuity of Project Management leadership and ongoing involvement of the Design Team across all phases – coupled with the support of a separate department of construction specialists. Recognizing that "immediacy" is critical throughout the Construction phase, departmental policies and procedures are structured to pro-actively "stay ahead of the job" through anticipation and quick response – yet ensure careful and thorough monitoring and documentation of construction progress. Our construction Administration tools have been developed to expedite the timely processing of information and decisions made – with a strong emphasis on the activities and procedures critical to document control and project coordination. As a total design organization collocated together with a single design studio, our team is capable of providing a higher level of discipline coordination with faster response time during the critical periods of construction.

##### **Proactive Contract Administration Processes & Tools**

PageSoutherlandPage is experienced in working with a wide range of Management Software. Internally, PageSoutherlandPage uses NewForma as a Management Tool for tracking and expediting RFI Turnaround during Construction. NewForma is a web-based Project Team Database that accesses and tracks RFIs, in addition to e-mails, document transfers, and most other project documentation components. With NewForma, PSP or another authorized project member can assign an RFI to a team member electronically,

and NewForma will indicate not only when the RFI was received, but when it was opened and when it was responded to. NewForma allows a visible, clear and extremely accurate method of paperless information distribution, and it allows integration of other project documents in the RFI response.

#### Comprehensive Construction Administration Services

During the Construction Administration phase, our team will provide the following Services:

- Attend – Conduct Pre-Construction Conference
- Review proposed Subcontractors / Schedule of Values / Construction Schedule
- Attend – Conduct Weekly Jobsite Progress Meetings / Prepare Progress Reports
- Observe Progress of Work / Maintain Records of Construction
- Submittal Review, Approval and/or Disposition
  - Maintain Submittal Log / Tracking System
  - Shop Drawings Review
  - Catalog Cuts Review

#### Samples Review

- Contract Documents Interpretations
  - Interpret and Render Decisions
  - Prepare Clarification Drawings
  - Assist with Change Requests
  - Process Change Orders
  - Assist in Claims Resolution of Disputes with Contractor
- Review Requests for Payment / Issue Certificates of Payment
- Prepare Punch Lists / Conduct Final Inspections
- Issue Certificates of Substantial / Final Completion
- Obtain / Transmit Operations and Maintenance Manuals / Warranties
- As-Built Drawings Preparation
- Close-Out
- Conduct Warranty Inspection prior to 1-year Warranty

