

# **Travis County Commissioners Court Agenda Request**

Meeting Date: December 10, 2013 Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB/854-9762; Marvin Brice, CPPB/854-9765 Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO Commissioners Court Sponsor: Judge Biscoe

**Agenda Language:** Discuss and Authorize Purchasing Agent to issue Request for Qualifications (RFQ) for Independent Representative/ Compliance Architect (IR/CA) for Design-Build Development of the New Civil and Family Court House Project.

**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 draft RFQ is for the procurement of an IR/CA Team to serve the County through the development, procurement, design and construction of the New Civil and Family Court House (CFCH) Design-Build (DB) Project as detailed in the attached RFQ Scope of Services.

The selected IR/CA Team's primary responsibilities, to be performed for the County under the management of the County's Program Manager, URS Corporation, include the creation of the technical requirements for the design criteria package to be developed for the CFCH Project in accordance with Subchapter G, Chapter 2269, Texas Government Code; providing consultation and advice to the County throughout the Project; ensuring the selected DB Team is compliant with the design criteria package; and other additional related tasks.

Staff requests approval of the RFQ and authorization for issuance by the Purchasing Agent.

# **REQUIRED ACTION**

1. RFQ and RFQ Issuance Approval: \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved

Samuel T. Biscoe Date



# **TRAVIS COUNTY PURCHASING OFFICE** Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent

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

DRAFT

December 11, 2013

You are invited to submit your Qualifications Statements in accordance with the instructions in this **Request for Qualifications (RFQ) No. Q1309-006-JT, Independent Representative/Compliance Architect (IR/CA) Services for the Design-Build Development of a New Travis County Civil and Family Court House, Austin, Texas 78701**. <u>An original Qualifications Statement, five (5) copies and an electronic copy</u> must be submitted to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas no later **than 2:00 p.m., Central Standard Time, on January 15, 2014.** 

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

For any information related to this RFQ, the Respondent may contact only the following individuals below: Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant IV; Marvin Brice, CPPB, Assistant Purchasing Agent; or Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent. Potential Respondents may NOT direct any inquiries regarding this RFQ to members of the Travis County Commissioners Court. Failure to comply with this request may result in disqualification from the procurement process for this project.

A pre-submission conference will be held for this project on December 18, 2013 at 2:30 p.m., Central Standard Time at 700 Lavaca, 1<sup>st</sup> Floor, Conference Room (B) 1.113, Austin, Texas 78701. It is strongly encouraged that an individual from Respondent's firm attend.

Qualifications Statements (one original, five copies and an electronic copy) must be submitted to the Travis County Purchasing Agent in a sealed envelope addressed to:

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

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

## REQUEST FOR QUALIFICATIONS INDEPENDENT REPRESENTATIVE/COMPLIANCE ARCHITECT (IR/CA) SERVICES FOR THE DESIGN-BUILD DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURT HOUSE, RFQ NO. Q1309-006-JT <u>DO NOT OPEN IN MAILROOM</u>

Sincerely,

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

### REQUEST FOR QUALIFICATIONS (RFQ) IR/CA SERVICES FOR THE DESIGN-BUILD DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURT HOUSE, RFQ NO. Q1309-006-JT

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

PART III RFQ ATTACHMENTS

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#### REQUEST FOR QUALIFICATIONS (RFQ) IR/CA SERVICES FOR THE DESIGN-BUILD DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURT HOUSE, RFQ NO. Q1309-006-JT

### PART I - GENERAL INFORMATION

#### 1.0 <u>REQUEST FOR QUALIFICATIONS STATEMENT</u>

The Travis County Purchasing Office, on behalf of the Travis County Commissioners Court (collectively, "County"), seeks Oualifications Statements professional the from Architectural/Engineering firms ("Respondent" or "Consultant") provide professiona1 to Architectural/Engineering services as described in this RFQ.

#### 2.0 <u>THE PROJECT</u>

For purposes of this RFQ, the "Project" means the new Travis County Civil and Family Court House ("CFCH"), including secured judicial parking and any commercial facilities contained within the CFCH included at the direction of the Commissioners Court, swing space for other County functions, and an employee and public parking structure. The Project is also referred to in this RFQ as the "CFCH PROJECT" and "PARKING FACILITIES PROJECT."

#### 3.0 <u>SCOPE OF SERVICES</u>

Refer to Part II of this RFQ.

#### 4.0 <u>REQUIREMENTS FOR STATEMENT</u>

- 4.1 Statements submitted in response to this RFQ must include the completed Professional Services Questionnaire (Attachment 1) and any other information supplemental to the questionnaire that will aid in the evaluation. The questionnaire must be filled out completely. No modifications may be made to the wording of the questions. Statements submitted with questionnaires that are incomplete or inaccurate, or that have been altered, are subject to rejection.
- 4.2 Respondents may submit Qualifications Statements as individual firms or as Joint Ventures, provided that all Joint Venture firms are engaged in the actual performance of such services, where these activities are defined as basic services in the Draft Professional Services Agreement (Attachment 8). Respondent acknowledges, understands and agrees that the County has retained a Program Manager in connection with the overall Project, and that the work undertaken by the successful Respondent will be overseen and coordinated through the Program Manager, as well as the County.
- 4.3 Respondents must produce a CPM (Critical Path Method) schedule detailing the phases of service for the accomplishment of the Project in consideration of the draft milestone schedule provided by the County's Program Manager. The draft milestone schedule is attached to this RFQ as Attachment 6. The schedule must include activities to be performed by the Consultant for purposes of providing reports, drawings and specifications, County review periods, and obtaining approvals. The schedule will be used as a planning tool by the Program Manager, County and the Consultant to coordinate all phases of the Scope of Services for the Project.
- 4.4 The Qualifications Statement must include an organizational chart showing the organizational structure of the Respondent team to the Project; relationship and coordination branch to the

Program Manager and County; definition of a single point of contact with the Program Manager and County, and a general explanation describing Project leadership and reporting responsibilities.

- 4.5 The Qualifications Statement must include the name, address, telephone number and email address of the Respondent or the person in the Respondent's organization who is authorized to negotiate contract terms and render binding decisions on contract matters.
- 4.6 Under the section on "Qualification of the Prime Consultant and Team," Respondents shall provide a written summary on two project "Case Studies" that they believe is most comparable to the Project scope. The information provided should discuss the scope of the project as originally proposed by Respondent's client and the Respondent's design solution, including timeframe of the design effort and subsequent phases of the implementation(s); amount of space involved in both the evaluation and the proposed solution; total project costs, including professional fees; actual results and outcomes; and lessons learned. In addition, if the "Case Study" was a project undertaken in accordance with Subchapter G, Chapter 2269, Texas Government Code, the Respondent should indicate how its work complied with and conformed with the Code, as well as details that were specific to that undertaking. References from the clients for the subject project(s) should be included along with any statements that may have been obtained from the clients regarding actual results. The written summary must also include clear designation of each team member's role and the services provided on the selected projects. If appropriate, Respondent may submit one additional project that it believes is comparable in order to fully reflect the expertise of its team. Respondent must state why an additional submittal is provided.
- 4.7 Litigation Disclosure: List all claims, litigation and settlements involving the firm or its agents and employees with regard to professional services that are current and for the last five years.
- 4.8 The County, at its sole discretion, expressly reserves the right to request any additional information from a Respondent that is deemed relevant to this RFQ. All responses in the Statement will be reviewed for accuracy and Respondent may be required to provide additional information in support of those responses. Statements that cannot be verified as to accuracy may be discounted in the evaluation process.
- 4.9 ANY OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OF CONSULTANT PARTICIPATING IN THIS PROJECT, OR PROVIDING SERVICES ON BEHALF OF CONSULTANT FOR PURPOSES OF THIS PROJECT, MAY NOT PARTICIPATE IN OR PROVIDE SERVICES FOR THE DESIGN-BUILD CONTRACT TO BE AWARDED IN CONNECTION WITH THE PROJECT.

# 5.0 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

5.1 It is the policy of the County that HUBs will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **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 Contract Sum. The program strongly encourages Respondent(s) to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), must be completed and returned with the Qualifications Statement. To be considered as a Certified HUB, the Respondent and/or

Subconsultant must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the Contract or Subcontract is signed.

5.2 The Respondent to whom the contract is awarded (the "CONSULTANT") shall be responsible for the use of the Vendor Tracking System ("VTS") and require all subconsultants to be responsible for system reporting. The VTS system electronically tracks payments to all first-tier subconsultants.

# 6.0 STATEMENT EVALUATION

- 6.1 The Travis County Purchasing Agent, or her designated representative, along with members of the Evaluation Committee, will review all responsive Qualifications Statements received from eligible Respondents with respect to the evaluation factors outlined in the Statement Evaluation Items form (Attachment 5).
- 6.2 Responding firms may be requested to make an oral presentation to the Evaluation Committee, interested Travis County officials, the Travis County Commissioners Court (the "Commissioners Court"), and the Purchasing Agent, or their respective staffs, in order to clarify submitted Qualifications Statements and ensure understanding of their contents.

# 7.0 OTHER CONDITIONS

- 7.1 All costs directly or indirectly related to the preparation of the response to this RFQ or any oral presentation that may be required by the County will be borne solely by the Respondent.
- 7.2 The Respondent shall provide a Statement that it will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin and that Respondent will make efforts to ensure that employment is offered to applicants without regard to their race, religion, sex, color or national origin. The Statement should include a description of any existing affirmative action plan.
- 7.3 Respondent shall provide a Statement indicating compliance by all Respondent firms/partners with the Travis County Ethics Policy.

# 7.4 **DEFINITIONS**:

- 7.4.1 The term "Agreement" means the Professional Services Agreement awarded pursuant to this Request for Qualifications, including any and all attachments, exhibits, appendices and other documents incorporated therein by reference.
- 7.4.2 The "Program Manager" means URS Corporation, a Nevada corporation authorized to do and doing business in the State of Texas, including all of its affiliates; and all subconsultants, either listed as a Restricted Party in Exhibit A of Attachment 3 of this RFQ.
- 7.4.3 The "Consultant" means the Independent Representative/Compliance Architect, the architect or engineer selected by County independent of the design-build firm who acts as County's representative for the duration of the Project, in accordance with the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code. The terms "Independent

Representative" and "Compliance Architect" are used interchangeably in this Agreement.

- 7.4.4 Facilities Management Department ("FMD") means the County department that reports to the County Executive of the Planning and Budget Office, or successor, and acts as staff to the Commissioners Court.
- 7.4.5 The Planning and Budget Office ("PBO") means the Travis County Planning and Budget Office, under the direction of Leslie Browder, County Executive of Planning and Budget, or her successor.
- 7.4.6 The "County Auditor" means Nicki Riley, the Travis County Auditor, or her successor.
- 7.4.7 The Travis County Purchasing Office ("TCPO") means the Office of the Travis County Purchasing Agent, Cyd V. Grimes, C.P.M., CPPO, who is responsible for supervising procurements made by the County, or her successor. The Purchasing Agent reports to the Purchasing Board.
- 7.4.8 "Restricted Parties" means that as a result of their involvement in the Project, the Parties listed in Exhibit A of Attachment 3 of this RFQ, any Party controlled by, that controls or that is under common control with such listed Parties and the subcontractors and consultants of such listed Party are not eligible to participate as an Respondent's team member.
- 7.4.9 Additional definitions are provided in Section 1, "Definitions," of the attached draft Professional Services Agreement.

# 7.5 FORFEITURE OF AGREEMENT.

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

- Respondent was doing business with any Key Contracting Person at the time of execution of the Agreement or had done business during the 365 day period immediately prior to the date on which it is executed; or
- (ii) Respondent does business with a Key Contracting Person at any time after the date on which the Agreement is executed and prior to full performance of the Agreement.
- (iii) "Was doing business" and "had done business" mean:

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

(B) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

(C) any retail transaction for goods or services sold to a Key Contracting Person at a

posted, published, or marked price available to the general public;

(D) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the Consultant in the ordinary course of its business; or

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

- (iv) "Key Contracting Person" means any person or business listed in Exhibit A to Attachment 4 ("Ethics Affidavit"), attached hereto and made a part hereof.
- 7.6 Pursuant to Local Government Code Section 262.024(a)(4), the services contemplated by this Request for Qualifications are exempt from the bidding requirements of the County Purchasing Act as they are professional services.
- 7.7 In considering the Qualifications Statements, the County reserves the right to select the Respondent who offers contractual terms and conditions most favorable to the County.
- 7.8 The County expressly reserves the right to reject any or all Qualifications Statements or part(s) of any Qualifications Statement received in response to this RFQ and/or to contract with other entities for provision of the services related to this RFQ, regardless of whether said entity submitted a Qualifications Statement in response to this RFQ. Requirements stated in the RFQ may become part of the Agreement and any deviations from these requirements must be specifically defined by the Respondent in the resulting Qualifications Statement, which, if accepted, may also become part of the Agreement. The County, however, reserves the right to modify the conditions of the RFQ, to contract for segments of this RFQ, and/or to negotiate the price and any other terms with prospective Respondents as needed. The work to be provided under this RFQ shall not be assignable by the Respondent without the express written permission of the Commissioners Court.
- 7.9 Respondent shall comply with all applicable rules and regulations of federal, state, and local governing entities.
- 7.10 Respondent(s) shall provide a notarized Statement Information Affidavit (Attachment 4) that all information provided in the Qualifications Statement and in any discussions with the Commissioners Court and/or staff is true and accurate to the knowledge of Respondent(s).

# 7.11 CONFLICT OF INTEREST QUESTIONNAIRE:

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

### 7.12 **CERTIFICATION OF ELIGIBILITY**

This provision applies if the anticipated contract exceeds \$25,000. By submitting a statement in response to this solicitation, the Respondent certifies that at the time of submission, Respondent is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of Statement submission and time of award, the Respondent shall notify the Travis County Purchasing Agent. Failure to do so may result in terminating the Agreement for default.

# 7.13 **RFQ DOCUMENTS WHICH <u>MUST BE COMPLETED AND RETURNED</u> WITH THE QUALIFICATIONS STATEMENT ARE:**

ATTACHMENT 1 PROFESSIONAL SERVICES QUESTIONNAIRE

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

# ATTACHMENT 3 ETHICS AFFIDAVIT EXHIBIT A KEY CONTRACTING PERSONS AND RESTRICTED PARTIES LIST

ATTACHMENT 4 STATEMENT INFORMATION AFFIDAVIT

#### PART II PROFESSIONAL SERVICES IR/CA SERVICES FOR THE DESIGN-BUILD DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURT HOUSE, RFQ NO. Q1309-006-JT

# SCOPE OF SERVICES

### **OVERVIEW**

The CONSULTANT will serve as the COUNTY'S INDEPENDENT REPRESENTATIVE/ COMPLIANCE ARCHITECT ("IR/CA") for the Civil and Family Court House Project (the "CFCH PROJECT" and PARKING FACILITIES PROJECT or the "PROJECT") with responsibility for the creation of the technical requirements for the DESIGN CRITERIA PACKAGE to be developed for the CFCH PROJECT and PARKING FACILITIES PROJECT, in accordance with Subchapter G, Chapter 2269, Texas Government Code.

The CONSULTANT shall give consultation and advice to the COUNTY during the performance of the CONSULTANT's services during the development, procurement, design and construction of the CFCH PROJECT and PARKING FACIITIES PROJECT. All capitalized terms used but not defined in this Scope of Services have the meaning ascribed to them in the Professional Services Agreement ("PSA").

The CONSULTANT shall perform "Basic Services," which include: all elements of labor, materials and equipment required for the PROJECT. Basic services shall be rendered to the satisfaction of the COUNTY PROJECT MANAGER and the PROGRAM MANAGER in accordance with the requirements, policies and standard practices of Travis County. The CONSULTANT shall submit the WORK PRODUCT, as defined herein, to the PROGRAM MANAGER and COUNTY for review and acceptance.

The CONSULTANT shall participate in all PROJECT team meetings to discuss progress, identify problems and action items, plan meetings, and develop and continuously monitor the scope, costs and schedule for the PROJECT. PROJECT meetings will be on-site for interactive workshops and key meetings with multiple parties or the COURT. As appropriate for the meeting type, topic and timing, and as agreed to by the COUNTY PROJECT MANAGER and PROGRAM MANAGER, some meetings may be held using available technology for video or teleconferencing for some or all participants. Meetings held at locations other than COUNTY offices shall be coordinated through the COUNTY PROJECT MANAGER.

#### **Phase I – Initiation Services**

# Task 1: PROJECT KICK-OFF MEETING

The first meeting will be comprised of the PROGRAM MANAGER, COUNTY PROJECT MANAGER, PURCHASING AGENT, PROJECT EXECUTIVES, FACILITIES MANAGEMENT DEPARTMENT DIRECTOR and other key staff. This task will focus on the review and refinement of the communication strategy and plan developed for the PROJECT to specifically address the role of the CONSULTANT, an overview of committee make-up and structures that will be provided to orient the CONSULTANT to the PROJECT, and the role of the stakeholder groups.

Specific protocols related to communication throughout the PROJECT will be refined with the CONSULTANT.

# **DELIVERABLES FOR PHASE I**

Kick-Off meeting Agenda and resulting meeting action items,

Schedule, including subtask definition and milestones articulating the services required to complete the requested tasks

# Phase II – PROJECT Definition Development

# **TASK 1: PROJECT Definition**

The work to define the PROJECT will be performed in a collaborative fashion, through a series of meetings and iterative analyses, with the PROGRAM MANAGER, COUNTY PROJECT MANAGER, key advisors, stakeholder groups, and the COURT. All workshops and meetings held for the development of the DESIGN CRITERIA PACKAGE will be led and managed by the PROGRAM MANAGER in coordination with the CONSULTANT. CONSULTANT will provide the technical development and quality control for the DESIGN CRITERIA PACKAGE.

# Sub-Task 2A: DUE DILIGENCE REVIEWS

The CONSULTANT will perform due diligence reviews of data provided by the COUNTY, and provide advice and assistance in the development of any additional information or work that should be included in the reference information to be provided in the RFP documents for the CFCH PROJECT and the PARKING FACILITIES PROJECT, including but not limited to:

- (i) SITE survey and geotechnical data
- (ii) Subsurface utility investigation
- (iii) Phase I Environmental Analysis
- (iv) SITE utility needs study

# Sub-Task 2B: ARCHITECTURAL PROGRAM VERIFICATION and COMPLETION

The CONSULTANT will perform due diligence reviews of the current Civil and Family Court House Project provided by Travis County and highlight the need, if any, for additions, refinements and clarifications. Such refinements and additions will be completed by the CONSULTANT in coordination with the PROGRAM MANAGER. Due diligence review will include:

(i) Review and analysis of the building size and the numbers and types of parking spaces; development of an understanding of the County's current and future needs based on forecasting information provided

by the County; analysis of macro and micro level adjacencies; and finalization of the appropriate grossing factors for various elements of the CFCH facility .

(ii) The analysis will be performed in conjunction with the PROGRAM MANAGER and COUNTY PROJECT MANAGER, and should also include consideration of the impact of adding other tenants to the PROJECT and the development of the specific programming information associated with this option. In addition, this analysis will be included in the architectural program that will be incorporated into the scope of the RFQ and RFP for the solicitation of the design-build team. Such architectural program considerations should include at a minimum:

- (a) Other commercial uses in the CFCH,
- (b) Full build-out versus use of future expansion space for swing space for other County offices and departments, or other phased build-out approaches as appropriate.
- (c) The impact of additional uses on the parking requirements for the SITE.

# Sub-Task 2C: PROJECT DEVELOPMENT PROFILE

The CONSULTANT, in coordination with the PROGRAM MANAGER, COUNTY PROJECT MANAGER and COURT, will develop, refine and finalize the PROGRAM and the development profile for the SITE and coordinate the determination of the configuration of the various elements of the PROGRAM to include only the size, orientation, and relationships between:

- (a) the Civil and Family Court House
- (b) Parking facilities
- (c) Other potential commercial uses, including retail within the CFCH

# Sub-Task 2D: SUSTAINABILITY

The CONSULTANT will identify, in coordination with the PROGRAM MANAGER, the sustainability objectives of the PROJECT including compliance with COURT policy to attain a minimum U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Silver certification. These objectives must emphasize water conservation and reduced energy costs, and include LEED objectives or credits that add the best value to the PROJECT, and focus on the following at a minimum:

- (a) Reduced operational utility costs
- (b) Reduced operational maintenance costs
- (c) Increased useful life of building systems and equipment
- (d) Increased user satisfaction
- (e) Community enhancement
- (f) Support of local industry and economy

- (g) Reduced global environmental impacts
- (h) Analysis of participation in the Austin Energy Central Energy Loop for HVAC for the PROGRAM.

The CONSULTANT will provide assistance to the COUNTY PROJECT MANAGER during the LEED certification process.

# TASK 3: Review and Refine Cost Estimates for the PROJECT and Develop the PROJECT BUDGET.

# Sub-Task 3B: DEVELOP INDEPENDENT CONSTRUCTION COST ESTIMATE & SCHEDULE

The CONSULTANT will develop an independent risk-based construction cost estimate to match the potential phasing of the PROGRAM as defined in the developed reference concept, to reach an agreed upon design-build cost estimate with the PROGRAM MANAGER and the COUNTY.

# Sub-Task 3D: BUDGET STRUCTURE

The CONSULTANT will use the agreed upon PROGRAM cost categories and contingencies as developed by the PROGRAM MANAGER for the development of the PROJECT BUDGET.

# TASK 4: Public Information and Education Initiative for the PROJECT.

# Sub-Task 4A: PUBLIC INFORMATION AND EDUCATION MATERALS

The CONSULTANT will provide materials to the PROGRAM MANAGER for use in the development of a public information and education program for the PROJECT.

# **DELIVERABLES FOR PHASE II TASK 2**

Meetings, workshops and presentation to the COURT and key stakeholder groups identified for this phase to develop clearly articulated goals and objectives for the various elements of the PROJECT, including CFCH, parking facilities, retail facilities, and other potential commercial uses in the CFCH.

Goals and objectives of the CFCH that articulate the spirit, concept, theme and intent of the new CFCH and parking facility

Renderings and base elevations that can be presented to the public for understanding the intent of the PROJECT

Updated Architectural Program document

Sustainability report, including LEED credits analysis and objectives for the PROJECT

Preparation of all design information required for the complete DESIGN CRITERIA PACKAGE for inclusion in the RFQ to solicit the design-build firm for the PROJECT

# **DELIVERABLES FOR PHASE II TASK 3**

Independent risked-based cost estimate report

# **DELIVERABLES FOR PHASE II TASK 4**

Content materials in an electronic format for use in the Public Information and Education Initiative to include web site content

# Phase III – Procurement Documentation Preparation and Open Solicitation Period

The CONSULTANT will assist in the preparation of the DESIGN CRITERIA PACKAGE for a designbuild project in Texas as defined by Texas Government Code 2269.

# **TASK 1: Procurement Documentation Preparation.**

The CONSULTANT will participate in the development of a cohesive procurement package for use in securing the services of a DESIGN-BUILD TEAM to design and develop the PROJECT. The creation of the procurement documentation will be under the leadership of the PROGRAM MANAGER and the CONSULTANT will be responsible for all design elements needed to develop a complete DESIGN CRITERIA PACKAGE. All procurement phase tasks will be developed and coordinated with the PURCHASING AGENT, the PROGRAM MANAGER and the COUNTY PROJECT MANAGER, and approved by the PURCHASING AGENT.

Specific tasks will include:

(i) Creation of solicitation documents necessary for a design-build project in a two-step process beginning with the preparation of a Request for Qualifications (RFQ) (Step 1) to qualify design-build teams for the Request for Proposal (RFP) stage (Step 2) of the procurement.

(ii) Assemble, review and finalize any aspects of the DESIGN CRITERIA PACKAGE completed in Step 1 to be released at the RFQ stage of the procurement.

(iii) Prepare responses to Requests for Information (RFI) during the RFQ phase of the procurement and prepare any addenda to be issued.

(iv) Review and assess submitted RFQ documents for compliance.

# TASK 2: Open Solicitation Period.

The CONSULTANT will assist the PROGRAM MANAGER during the open solicitation period in coordination with the PURCHASING AGENT and COUNTY PROJECT MANAGER, including design presentation meetings with proposing firms, responses to Requests for Information to the RFP, and the development and release of addenda related to the RFP.

# **DELIVERABLES FOR PHASE III TASK 1**

Responses to RFIs

DESIGN CRITERIA PACKAGE coordinated with the PROGRAM MANAGER

# **DELIVERABLES FOR PHASE III TASK 2**

Meeting agendas and materials for pre-submission conferences and meetings

Responses to RFIs

RFP addenda

# Phase IV – Proposal Evaluation, Selection and Negotiation Period

TASK 1. The PURCHASING AGENT will accept offer submissions and the CONSULTANT will conduct a technical compliance checks on the proposals in conjunction with the PROGRAM MANAGER.

TASK 2. The CONSULTANT, in conjunction with the PROGRAM MANAGER, will perform an evaluation of all technical aspects of the proposals, including an assessment of any innovations offered. A summary of the assessment will be developed for discussion with the evaluation team and any committees established for the procurement. The CONSULTANT will work with the PROGRAM MANAGER and present its findings in confidential meetings with all of the evaluation committees.

# **DELIVERABLES FOR PHASE IV**

Summary findings for the technical review, including analysis of any innovations offered

# Phase V – Construction and Implementation

The CONSULTANT will participate with the PROGRAM MANAGER in the oversight of the design, construction and implementation of the PROJECT. The tasks of the CONSULTANT will include:

a) Participate in establishing, maintaining and operating construction communication protocols and the governance structure. The communication protocols will address the interface with the public and include the facilitation of a public consultation process for both internal and external stakeholders, the COURT and the DESIGN-BUILD TEAM.

b) The CONSULTANT will meet weekly with the PROGRAM MANAGER, COUNTY PROJECT MANAGER, DESIGN-BUILD TEAM and others as needed during the design of the PROJECT.

c) The CONSULTANT will participate with the PROGRAM MANAGER in the compliance reviews, the purpose of which is to determine technical and financial compliance with the design-build agreement. The CONSULTANT will coordinate with the PROGRAM MANAGER, COUNTY PROJECT MANAGER and other key stakeholders and ADVISORS, including COUNTY technical staff, for technical and financial review input and participation during design, construction and occupancy of the PROJECT.

d) The CONSULTANT will produce information necessary for the PROGRAM MANAGER to maintain and operate a change management plan, which will include the review for identification of potential scope and other changes, negotiation with DESIGN-BUILD TEAM for technical compliance, and recommendations for approval of any changes.

e) The CONSULTANT will prepare summary status reports each month for the PROGRAM MANAGER to advise the COURT on the compliance of the DESIGN-BUILD TEAM, any recommendations made or corrective actions taken to bring the PROJECT into compliance, and the

### RFQ No. Q1309-006-JT

current status of the schedule and budget for the PROJECT. The summary status reports will be an internal management tool and not intended for public distribution.

f) The CONSULTANT will oversee the LEED commissioning process for the PROJECT.

# **DELIVERABLES FOR PHASE V**

Tracking and comment resolution process for compliance reviews

Summary status reports

Coordination and documentation of LEED commissioning process

Monitor and participate as necessary in the review and response to RFIs, and the review and approval of submittals

Review and comment on the commissioning plan

Schedule of deliverables

Invoice management and recommendation for payment

# ATTACHMENT 1

#### PROFESSIONAL SERVICES QUESTIONNAIRE

#### **QUESTIONNAIRE INFORMATION**

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

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

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

#### **QUESTIONNAIRE DEFINITIONS**

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

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

*NOTE:* A Joint Venture is not created when a Respondent simply engages a Subconsultant in connection with the Project.

SUBCONSULTANT: Firms that work on the Project through a contract with Respondent.

# SECTION I: TO BE COMPLETED BY RESPONDENT

PROJECT NAME	
NAME OF RESPONDENT	

### ADDRESS OF RESPONDENT'S HEADQUARTERS

DATE OF ORGANIZATION

(Month/Year)

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

TYPE OF	
ORGANIZATION	

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

BUSINESS TELEPHONE NUMBER(S)			
OFFICE		FAX	

LIST OF PRINCIPALS (NAMES)	TITLES	DEGREES

#### 1) <u>RESPONDENT'S STAFF</u>

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, R.A.		
Mechanical Engineers, P.E.		
Structural Engineers, P.E.		
Electrical Engineers, P.E.		
OTHER PROFESSIONALS		
OTHER SUPPORT PERSONNEL		
TOTALS		

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.

(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:				

#### 2) <u>RESPONDENT'S TEAM EXPERIENCE</u>

LIST BELOW (OR ON AN ATTACHMENT) ALL RELEVANT WORK PERFORMED BY THE MEMBERS OF THE RESPONDENT'S TEAM DURING THE PAST FIVE (5) YEARS THAT RELATES TO AND WILL CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION. (DO NOT INCLUDE SUBCONSULTANTS HERE.)

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

#### 3) <u>RESPONDENT'S LOCAL OFFICE FIRM EXPERIENCE</u>

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

NO. OF PROJECTS	PROJECT TYPE	BRIEF SCOPE AS TO RELEVANCY

#### 4) <u>TECHNICAL PLAN AND SCHEDULE</u>

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 the Professional Service Agreement, Exhibit 3-Project Schedule, Attachment 1-Performance Schedule).

#### 5) LOCAL OFFICE

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

\_\_\_\_\_NO. PLEASE DESCRIBE BELOW THE WORK AFFECTED AND THE EXPERIENCE OF AND CIRCUMSTANCES REGARDING SUCH OTHER NON-LOCAL PERSONS/OFFICES AS ARE PROPOSED TO BE UTILIZED.

#### 6) <u>PRESENT WORKLOAD</u>

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

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

#### 7) PREVIOUS WORKLOAD WITH TRAVIS County

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

NAME OF PROJECT	YEAR AWARDED	STAGE & PERCENT COMPLETE

#### 8) <u>EEO PROGRAM</u>

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

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

\* - Male or Female

#### 9) FINANCIAL LIMITATIONS & CONSIDERATIONS

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

YES NO

RELATIONSHIP

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

YES NO

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

DATE	AGENCY	PROJECT

#### 10) **PROJECT MANAGEMENT CHART**

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

NOTE: BE SURE TO HAVE EACH SUBCONSULTANT AND TASK LEADER LISTED ON PROJECT MANAGEMENT CHART COMPLETE SECTION II.

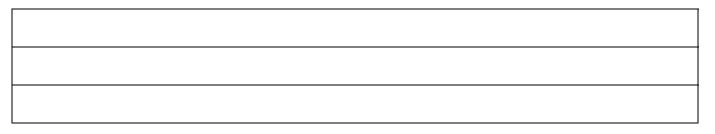
#### 11) <u>LEGAL CONSIDERATIONS</u>

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

YES \_\_\_\_\_ NO \_\_\_\_

IF LIMITED, PROVIDE LIMITS: \_\_\_\_\_

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



#### 12) OBJECTIONS TO PROFESSIONAL SERVICES AGREEMENT (PSA) LANGUAGE

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

SIGN AND COMPLETE THE FOLLOWING:

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE:\_\_\_\_

#### SUBCONSULTANTS PROFESSIONAL SERVICES QUESTIONNAIRE

#### SECTION II : SUBCONSULTANT

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

PROJECT	
NAME OF FIRM	
FIRM REGISTRATION	
NO.	

ADDRESS OF SUBCONSULTANT'S HEADQUARTERS					

DATE OF ORGANIZATION

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

#### SUBCONSULTANT EXPERIENCE

A. SUBCONSULTANT FIRM EXPERIENCE

LIST BELOW (OR ON AN ATTACHMENT) ALL RELEVANT WORK PERFORMED BY THE MEMBERS OF THE SUBCONSULTANT'S TEAM DURING THE PAST THREE YEARS THAT RELATES TO AND WILL CONTRIBUTE TOWARD THE SUCCESS OF THE PROJECT UNDER CONSIDERATION.

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

#### B. SUBCONSULTANT'S TEAM EXPERIENCE

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

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

# **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. Overall MBE Goal: 3.5% Sub-goals: Overall WBE Goal: 6.2% 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American Overall MBE Goal: 13.7% Overall WBE Goal: 13.8% Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American SERVICES **Overall MBE Goal:** 14.1% Overall WBE Goal: 15.0% Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American **PROFESSIONAL SERVICES** Overall MBE Goal: 15.8% Overall WBE Goal: 15.8% Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American

SECTION 1 BIDDER AND SOLICITATION I	NFORMATION				
Bidder Company Name:			State of T	exas VID#:	
Address:	City:		State:		Zip Code:
Contact:	Phone No.:		Fax No.:		E-mail:
Project Name:	Total Bid Amount:		Solicitation	n #:	
Is your company a certified HUB?	Indicate Gender & Ethnicity:	:			
Certifying Agency (Check all applicable):	State of Texas (HUB) City of Austin Texas Unified Co			d Certification Program	
		(M/WBE)		(TUCP) (DBE)	
Definitions	-				

HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (MWBE) 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 SUBCONTRACTING INTENTIONS SECTION 2 Percentage to be subcontracted to Certified HUBs: Total MBE Dollars: Total WBE Dollars: Total MBE Percentage: Total WBE Percentage: Check the box that applies to the Bidder: We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8) We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)

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

SECTION 3 DISCLOSURE OF CERTIF	IED HUB SUBCONTRACTORS			(D	Duplicate as necessary)	
Travis County exercises the right to verify subco distinguishing HUB certifications and calculating	goal achievement.					
Note: To be considered "certified" with the State of certificate. Sub-goals are included to assist you in		s Unified Certi	fication P	rogram, please attac	ch a current and valid	
Sub Company Name:			State of	f Texas VID#:		
Address:	City:		State:		Zip Code:	
Contact:	Phone No.:		Fax No.:		E-mail:	
Subcontract Amount:	Percentage:		Descrip	escription of Work:		
Is your company a certified HUB?	Indicate Gender & Ethnicity:					
Certifying Agency (Check all applicable):	State of Texas (HUB)	City of (M/WBE)	Austin	Texas Unified (TUCP) (DBE)	Certification Program	
Sub Company Name:		State of Te	exas VID <del>i</del>	L		
Address:	City:	State:			Zip Code:	
Contact:	Phone No.:	Fax No.:			E-mail:	
Subcontract Amount:	Percentage:	Description	n of Work	C		
Is your company a certified HUB?	Indicate Gender & Ethnicity:					
Certifying Agency (Check all applicable):	State of Texas (HUB)	City of Austin       Texas Unified Certification Program         (M/WBE)       (TUCP) (DBE)			Certification Program	
Sub Company Name:	•	State of Te	exas VIDa	<b>↓</b> <u>+</u> :		
Address:	City:	State:			Zip Code:	
Contact:	Phone No.:	Fax No.:			E-mail:	
Subcontract Amount:	Percentage:	Description	n of Work	C		
Is your company a certified HUB?	Indicate Gender & Ethnicity:					
Certifying Agency (Check all applicable):	State of Texas (HUB)	City of Austin Texas Unified Certification Program (M/WBE) (TUCP) (DBE)				
Sub Company Name:		State of Te	exas VIDa	∎ #:		
Address:	City:	State:			Zip Code:	
Contact:	Phone No.:	Fax No.:			E-mail:	
Subcontract Amount:	Percentage:	Description	n of Work	c	I	
Is your company a certified HUB? ☐ Yes ☐ No	Indicate Gender & Ethnicity:					
Certifying Agency (Check all applicable):	State of Texas (HUB)	City of (M/WBE)	Austin	Texas Unified (TUCP) (DBE)	Certification Program	

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

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOA	ALS 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

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	un	ism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337		
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	WW	w.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES			
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs.	
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and- minority-business		Certified Vendors Directory	
Texas Unified Certification Program	www.dot.state.tx.us/business TUCP DBE Directory			

#### SECTION 8 AFFIRMATION

As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.

Bidder understands and agrees that, if awarded any portion of the solicitation:

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to subcontractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Subcontracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.
- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title:	Date:		
E-mail Address:	Signature:		
Provide contact information for the individual in your office who will handle invoicing for this project:			
Name and Title:	E-mail Address:		
Phone No.:	Fax No.:		

Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.

}

#### **ATTACHMENT 3 ETHICS AFFIDAVIT**

#### STATE OF TEXAS County OF TRAVIS }

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

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

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

\_\_\_\_\_

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

Typed or printed name of notary My commission expires:

# EXHIBIT A LIST OF KEY CONTRACTING PERSONS AND RESTRICTED PARTIES October 9, 2013

## CURRENT

CURRENI	Name of Individual	Name of Business
Position Held	Holding Office/Position	Individual is Associated
County Indee	Samuel T. Disease	
County Judge County Judge (Spouse)		09
		0e
Executive Assistant		
Executive Assistant	1	
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 1		
Commissioner, Precinct 1 (Spouse)		Seton Hospital
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 2		
Commissioner, Precinct 2 (Spouse)		Consultant
Executive Assistant		
Executive Assistant		
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		
Executive Assistant	-	
Executive Assistant		
County Treasurer		
County Auditor	•	
County Executive, Administrative		
County Executive, Planning & Budget		
County Executive, Emergency Services		
County Executive, Health/Human Services		
County Executive, TNR		
County Executive, 11th		
Director, Facilities Management		) F
Interim Chief Information Officer		.Е.
Director, Records Mgment & Communications		
Travis County Attorney		
First Assistant County Attorney	-	
Executive Assistant, County Attorney		
Director, Land Use Division		
Attorney, Land Use Division		
Attorney, Land Use Division		
Director, Transactions Division		
Attorney, Transactions Division		
Director, Health Services Division		
Attorney, Health Services Division		
Purchasing Agent	Cyd Grimes, C.P.M., CPI	PO

Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	Patrick Strittmatter
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	Loren Breland, CPPB
Purchasing Agent Assistant IV	John E. Pena, CTPM
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant IV	Angel Gomez*
Purchasing Agent Assistant III	Shannon Pleasant, CTPM
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	
Purchasing Agent Assistant II	
Purchasing Agent Assistant II	
Purchasing Agent Assistant II	
HUB Coordinator	
HUB Specialist	
HUB Specialist	
Purchasing Business Analyst	
Purchasing Business Analyst	
250 <sup>th</sup> Judicial District Civil Court	Judge John K. Dietz
County Court at Law #2	
261 <sup>st</sup> Judicial District Civil Court	
201 <sup>st</sup> District Court	
200 <sup>th</sup> Judicial District Civil Court	
Strategic Planning Mgr., Planning & Budget	
Civil District and County Courts	Peg Liedtke

#### FORMER EMPLOYEES

Name of Individual
--------------------

Position Held	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant II	Jayne Rybak, CTP	
Commissioner, Precinct 3.	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant		
Executive Assistant	Jacob Cottingham	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	
Purchasing Agent Assistant III	Nancy Barchus, CPPB	

 $\ast\,$  - Identifies employees who have been in that position less than a year.

#### **RESTRICTED PARTIES**

URS Corporation Austin Architecture Plus, Inc. dba Architecture Plus Beverly Silas & Associates CAS Consulting & Services, Inc. DataCom Design Group, LLC Alvarez & Marsal real Estate Advisory Services, LLC BMO Capital Markets GKST Inc. Cabrera Capital Markets, LLC Nacht & Lewis Architects, Inc.

#### ATTACHMENT 4

#### STATEMENT INFORMATION AFFIDAV1T

STATE OF TEXAS \$ $\Rightarrow$  \$County OF TRAVIS \$

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

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

Signature of Firm's Representative

Executed this \_\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_,

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

Notary Public in and for \_\_\_\_\_ County, Texas

Typed or Printed Name of Notary

My Commission Expires:

### ATTACHMENT 5

#### PROFESSIONAL SERVICES EVALUATION

#### EVALUATION AND SELECTION PROCESS

An Evaluation Committee supervised by the County Purchasing Agent and comprised of County staff will review and evaluate the Qualifications Statements. Written submissions will be evaluated using the Evaluation Criteria. The scores received will be used to identify a "short-list" of the most qualified and experienced firms. Those selected for the "short-list" will be invited to interview with the Evaluation Committee. Respondents are required to bring key members of their Project Team to the interviews. After interviews, the Evaluation Committee may provide new scores based on the interviews, as well as any other information that comes to the County's attention that County deems relevant, and will make a final recommendation to the Purchasing Agent on the top-ranked firm. The Purchasing Agent will then begin formal negotiations with that firm to conclude a contract at a fair and reasonable price. Should an agreement not be reached with that selected firm, the Purchasing Agent will officially end negotiations with that firm and begin negotiations with the next most highly qualified firm. The Evaluation Committee will provide an award recommendation to the Purchasing Agent and/or the Evaluation Committee. This process shall accept or reject the recommendation of the Purchasing Agent and/or the Evaluation Committee.

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

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

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

#### EVALUATION CRITERIA AND WEIGHTED FACTORS

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

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

- A. Previous experience on court house projects of similar size and scope. Such experience to include planning, programming, site analysis, site design, building design, cost estimating, and construction contract administration under a design-build development of a LEED-certified mid-rise or high-rise in an urban core.
- B. Previous experience with design-build projects. Such experience must include familiarity with design-build solicitation, procurement, selection, and associated contract forms.
- C. Experience with site assessments and cost/benefit analysis work for urban sites, including central chiller plants, site utilities, campus telecommunications network design, and centralized emergency power systems.
- D. Knowledge of the rules and requirements of the Texas Commission on Jail Standards.
- E. Familiarity with the requirements of the American Correctional Association.
- G. Compliance with Travis County Historically Underutilized Business (HUB) Program
- H. Programming, planning, design and construction contract administration under a design-build development for secure government buildings that incorporate secure parking garage facilities.

The evaluation factors and their corresponding weights are as follows:

#### 1. Qualifications and Experience of the Consultant, including Subconsultants

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

#### 2. Qualifications and Experience of Key Individuals

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

#### 3. Project Approach Work Plan, Schedule and ability to work under overall Program Manager 20

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

#### 4. Compliance with County's Historically Underutilized Business (HUB) Program

a. Respondent must submit a HUB subcontracting plan that complies with the County's HUB Program requirements and shows a "Good Faith Effort" to subcontract with HUB subconsultants where feasible. Additional consideration will be given to respondents who meet or exceed the established HUB goals as outlined in this RFQ, Part I-General Information, Paragraph 5.0, "HUB Program Requirements."

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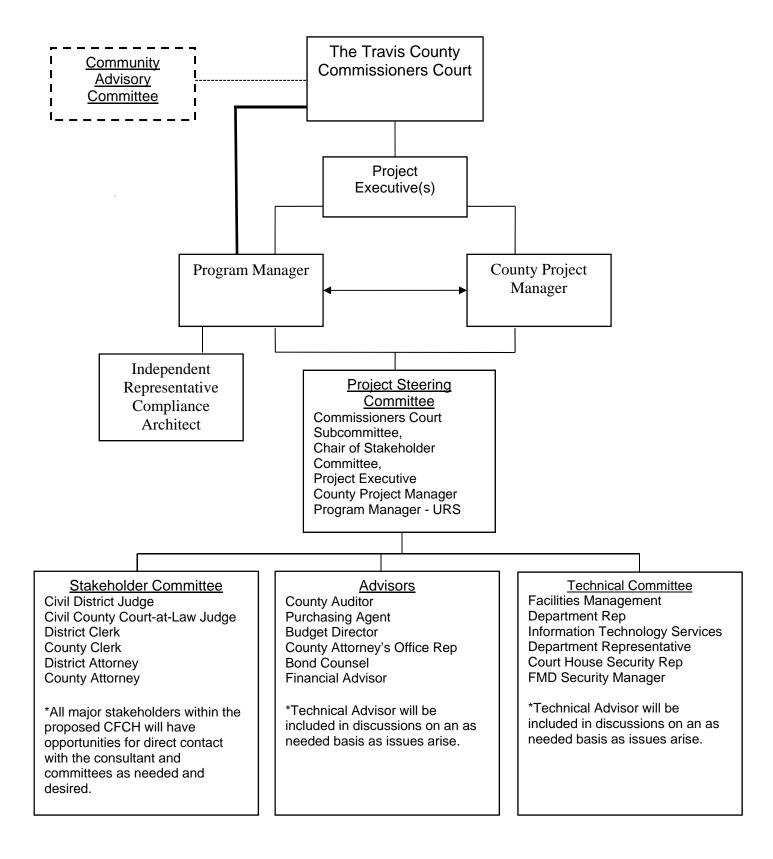
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# <u>ATTACHMENT 6</u> DRAFT MILESTONE SCHEDULE

Date	CFCH Project & IR/CA Milestones	
December 11, 2013	TC Releases RFQ for IR/CA	
December 18, 2013	Pre-submission Conference	
December 19, 2013	Commissioners Court Work Session #1	
January 7, 2014	Cut-off for IR/CA RFQ Questions	
January 9, 2014	IR/CA RFQ Last Addendum Issue Date	
January 15, 2014	RFQ for IR/CA Closes	
February 4, 2014	Evaluation Team Makes IR/CA Team Recommendation	
February 25, 2014	Posting of Award for IR/CA	
March 18, 2014	Commissioners Court Award Contract for IR/CA	
March 2014	IR/CA Kick-Off Meeting	
March 2014	Project Definition	
April 2014	Due Diligence Reviews	
May 2014	Architectural Program Reviews	
June 2014	Project Development Profile	
April 2014	Sustainability Objectives	
June 2014	Independent Construction Cost Estimate & Schedule	
July 2014	Finalize Dollar Amount on Ballot	
July 29, 2014	Final Decision on Bond Election	
October 1, 2014	Procurement Document Preparation	
November 4, 2014	Bond Election	
February 2015	DB Open Solicitation Period	
May 2015	DB Proposal Evaluation, Selection & Negotiation Period	
December 2016	DB Design, Construction & Implementation	

#### <u>ATTACHMENT 7</u> CFCH PROGRAM MANAGEMENT CHART



# **ATTACHMENT 8**

# DRAFT

# PROFESSIONAL SERVICES AGREEMENT

# BETWEEN

# TRAVIS COUNTY

# AND

# INSERT NAME OF A/E

# FOR

# ARCHITECTURAL/ENGINEERING SERVICES

# FOR

INDEPENDENT REPRESENTATIVE/COMPLIANCE ARCHITECT (IR/CA) SERVICES FOR THE DESIGN-BUILD DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURT HOUSE

#### PROFESSIONAL SERVICES AGREEMENT (PSA)

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PAGE (to be assigned upon finalization of PSA)

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- 5 COMPENSATION AND PAYMENT SCHEDULE
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15.29 ENTITY STATUS

#### ACKNOWLEDGEMENT AND SIGNATURE PAGE

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- EXHIBIT 2 HOURLY RATES
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- APPENDIX B ORGANIZATIONAL CHART
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#### DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

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

WHEREAS, the County desires to obtain professional architectural and engineering services from a firm to serve as the Independent Representative/Compliance Architect ("IR/CA") for the design-build development of a New Travis County Civil and Family Court House and Parking Facility on the site situated at 3<sup>rd</sup> and Guadalupe Streets in Austin, Texas (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 DEFINITIONS

Advisors – Travis County Bond Counsel (Bracewell & Giuliani engaged under separate contract), County Financial Advisor (D. Ladd Pattillo & Associates, Inc. engaged under separate contract), Travis County Auditor Nicki Riley or her successor as appointed by the District Judges, Travis County Facilities Management Department, Travis County Information and Telecommunication Systems Department and any other individuals designated by County to provide advisory services in support of the Project.

CFCH Project - The new Travis County Civil and Family Court House ("CFCH"), including secured judicial parking and any commercial facilities within the CFCH included at the direction of the Commissioners Court, swing space for other County functions.

Parking Facilities Project – The employee and public parking structure situated on the site at  $3^{rd}$  and Guadalupe Streets in Austin, Texas that will support the CFCH.

Consultant – The Consultant means the Independent Representative/Compliance Architect, the architect or engineer selected by County independent of the design-build firm who acts as County's representative for the duration of the Project, in accordance with the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code. The terms "Independent Representative" and "Compliance Architect" are used interchangeably in this Agreement.

County – Travis County, a political subdivision of the State of Texas. County may also be referred to in this Agreement as "Owner."

County Project Manager – Belinda Powell, Strategic Planning Manager, Travis County Planning & Budget

Office, or her successor as designated by the Project Executives.

Court - Travis County Commissioners Court.

Design-Build Team – A sole proprietorship, partnership, corporation, or other legal entity or team that includes an architect or engineer and a construction contractor and that satisfies the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code.

Design Criteria Package – Project information that will be included in the request for qualifications ("RFQ") to be issued by County as part of the design-build project delivery method. The Design Criteria Package must include a set of documents that provides sufficient information, including criteria for selection, to permit a design-build firm to prepare a response to the RFQ and to provide any additional information requested. At a minimum, the Design Criteria Package must satisfy the requirements set forth in Subchapter G, Chapter 2269, Tex. Gov't Code. The Design Criteria Package must specify criteria the governmental entity considers necessary to describe the Project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the Project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, and any other requirements.

Facilities Management Department Director – Roger A. El Khoury, M.S, P.E., or his successor as appointed by Leslie Browder, County Executive, Travis County Planning & Budget, or her successor.

Independent Representative / Compliance Architect – The Consultant, the architect or engineer selected by County independent of the design-build firm who acts as County's representative for the duration of the Project, in accordance with the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code. The terms "Independent Representative" and "Compliance Architect" are used interchangeably in this Agreement.

Key Personnel – Those individuals designated by the Consultant who will manage the Project in accordance with the Organizational Chart attached to this PSA as Appendix B and made a part of this Agreement.

Program Manager – URS Corporation, a Nevada corporation authorized to do and doing business in the State of Texas. The project manager for URS Corporation is George A. Tapas, P.E., S.E., Vice President National Practice Manager Alternative Finance and Procurement & Public – Private – Partnerships, or his successor if granted County's written consent.

Project Executive(s) – Leslie Browder, County Executive, Travis County Planning & Budget, or her successor as designated by the Commissioners Court; and Roger Jefferies, County Executive, Travis County Justice & Public Safety, or his successor as appointed by the Commissioners Court.

Purchasing Agent – Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent, or her successor.

Work Product – Any reports, plans, specifications, studies, analyses, supporting documentation, and other information (including notes, drawings, diagrams, photographs, videotapes, draft appraisal reports, derived electronic data and/or files, and other materials of any kind) created, obtained, or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including all deliverables for the Project as described in Appendix A, Scope of Services.

## SECTION 2 EMPLOYMENT OF THE CONSULTANT

- 2.1 The County has engaged and designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "Program Manager"). The Program Manager shall act on behalf of the County with respect to any and all services to be performed under this Agreement. The Program Manager shall have complete authority to interpret and define the County's policies and decisions with respect to the Consultant's services. The Program Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the Program Manager and County Project Manager in the performance of services under this Agreement. Consultant acknowledges and agrees that the Program Manager has authority to manage and resolve issues that arise between Consultant and third-party consultants and contractors engaged in connection with the Project.
- 2.2 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 Program Manager, in coordination with 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.
- 2.3 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 Program Manager, in coordination with the County Project Manager, instructs the Consultant to do so.
- 2.4 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 documents, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with 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.
- 2.5 If the Program Manager or County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the Program 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.
- 2.6 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.
- 2.7 <u>Project Management; Key Personnel</u>. 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 3 BASIC SERVICES OF THE CONSULTANT

- 3.1 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 Program Manager and 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.
- 3.2 Consultant shall perform the "Basic Services," which means:
  - 3.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the Program Manager, County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
  - 3.2.2 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");
  - 3.2.3 all requirements stated in the Qualifications Statement submitted by the Consultant in response to RFQ#Q1309-006-JT, attached hereto as Appendix C and made a part hereof;
  - 3.2.4 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.
- 3.3 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 4 CONSTRUCTION COST

- 4.1 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").
- 4.2 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.
- 4.3 Detailed estimates of the CFCH Project and Parking Facilities Project costs prepared by Consultant represent Consultant's best judgment as professionals familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the Design-Build Team's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.

4.3.1 If the budget or fixed limit of Construction Cost of the CFCH Project and Parking Facilities Project are exceeded by the Design-Build Team, County may:

(1) approve, in writing, an increase to the budget or fixed limit of the CFCH Project and Parking Facilities Project;

(2) revise the scope of the CFCH Project and Parking Facilities Project to reduce the Construction Cost;

(3) require additional value engineering to reduce the Construction Cost; and/or

(4) terminate this Agreement.

4.3.2 Provided the budget or fixed limit of Construction Cost is exceeded as a result of Consultant's failure to perform its services related to budget and construction cost estimating in accordance with the standard of care governing Consultant, and not due to forces beyond the control of Consultant, and County chooses to proceed under clause 4.3.1(2) and/or (3) above, Consultant, without additional compensation shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement in order to comply with the fixed limit.

4.4 The Consultant may include contingencies, coordinated with the Program Manager, 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 8), and may include in the Work Product alternate bids coordinated with and agreed to by the Program Manager to adjust the

Construction Cost to the fixed limit.

## SECTION 5 COMPENSATION AND PAYMENT SCHEDULE

- 5.1 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.
- 5.2 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.
- 5.3 The Program Manager will have authority to classify Consultant's services as "Basic" or "Additional" services under this Agreement. The Program Manager may make this classification in consultation with the County Project Manager and County Executives. In the event Consultant disagrees with the classification designated by the Program Manager and, if applicable, the County Project Manager and/or County Executives, 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 6 PERIOD OF SERVICE

- 6.1 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.
- 6.2 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.
- 6.3 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 Program Manager may grant the extension if the request is properly documented and justified by the circumstances.

#### SECTION 7 COORDINATION WITH COUNTY

- 7.1 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 Program Manager, in coordination with 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 Program Manager (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 Purchasing Agent.
- 7.2 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 asbuilt conditions through actual on-site measurements or other reasonable means as required to produce a complete and accurate Work Product.
- 7.3 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the Program Manager and 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.
- 7.4 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.
- 7.5 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 7.6 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.
- 7.7 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 County Executives, the County Project Manager, the Program Manager and the Purchasing Agent.

## SECTION 8 WORK PRODUCT

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The process described in paragraph 8.3 and 8.4 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.
- 8.6 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 Program Manager, in coordination with 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.
- 8.7 The Program Manager, in coordination with the County Project Manager, will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Program Manager may make this classification in consultation with the County Project Manager and County Executives. In the event Consultant disagrees with the classification designated by the Program Manager (and, if applicable, the County Project Manager and County Executives), 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 12.9.

# SECTION 9 REVISION TO WORK PRODUCT

9.1 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 10 REIMBURSABLE EXPENSES

- 10.1 "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:
  - 10.1.1 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
  - 10.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 10.2 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.
- 10.3 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 11 SUSPENSION AND TERMINATION OF AGREEMENT

- 11.1 <u>SUSPENSION</u>. 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 Consultant of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
  - 11.1.1 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.

- 11.1.2 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.
- 11.2 <u>TERMINATION FOR CONVENIENCE</u>. 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.
  - 11.2.1 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.
  - 11.2.2 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.
  - 11.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
  - 11.2.4 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.
- 11.3 <u>TERMINATION FOR DEFAULT</u>. 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:

11.3.1 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.

- 11.3.2 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.
- 11.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 11.3.4 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:

- 11.3.5 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.
- 11.3.6 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.
- 11.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 11.3.8 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.
- 11.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

#### SECTION 12 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 12.1 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.
- 12.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.

- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 <u>INDEMNIFICATION</u>. 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.
  - <u>12.8.1</u> 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.
- <u>12.8.2</u> 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.
- 12.9 <u>DISPUTES AND APPEALS.</u> 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 13 OWNERSHIP OF DOCUMENTS

- 13.1 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.
- 13.2 The Work Product, and any other documents, including estimates, computer files, graphics, 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.
- 13.3 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.
- 13.4 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 14 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

14.1 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.

14.2 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 15 MISCELLANEOUS

- 15.1 <u>VENUE</u>. 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.
- 15.2 <u>SEVERABILITY</u>. 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.
- 15.3 <u>EQUAL OPPORTUNITY IN EMPLOYMENT</u>. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 15.4 <u>CERTIFICATION OF CONSULTANT</u>. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
  - 15.4.1 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.
  - 15.4.2 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.
  - 15.4.3 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.

15.5 <u>NOTICE</u>. 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):

Travis County Project Manager Belinda Powell (or her successor) Strategic Planning Manager Travis County Planning & Budget Office 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:

15.6 <u>INSURANCE REQUIREMENTS.</u> Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

- 15.7 <u>FORFEITURE OF AGREEMENT</u>. 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.
  - 15.7.1 "Was doing business" and "has done business" mean:
    - 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.
- 15.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.
- 15.8 <u>PURCHASE ORDER</u>. 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 County Project Manager. 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.
- 15.9 <u>PAYMENTS</u>. 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 Project Manager Belinda Powell (or her successor) Strategic Planning Manager Travis County Planning & Budget Office P.O. Box 1748 Austin, Texas 78767

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

- 15.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 15.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 15.9.3 identification of items or services as outlined in the Agreement;
- 15.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 15.9.5 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.

- 15.10 <u>DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED</u>. 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:
  - 15.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and
  - 15.10.2 the debt is paid.
  - 15.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.
  - 15.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 15.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.
- 15.11 <u>INTEREST ON OVERDUE PAYMENTS</u>. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 15.12 <u>PROPERTY TAXES</u>. 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.
- 15.13 <u>TAXPAYER IDENTIFICATION</u>. 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.
- 15.14 <u>SUCCESSORS AND ASSIGNS</u>. 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.

#### 15.15 <u>HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING</u> <u>REQUIREMENTS.</u>

15.15.1 <u>HUB Program Requirements.</u>

15.15.1.1 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.

15.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

#### 15.15.2 <u>Subcontractor/Subconsultant Tracking Software System.</u>

15.15.2.1 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.

15.15.2.2 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 contractually payments made. Consultant shall require all after such are 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.

15.15.2.3 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.

15.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 15.15.2 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.

15.15.2.5 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.

15.15.2.6 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.

15.15.2.7 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.

15.15.2.8 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.

15.15.2.9 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.

- 15.16 <u>FUNDING OUT</u>. 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.
- 15.17 <u>NON-WAIVER OF DEFAULT</u>. 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.
- 15.18 <u>MEDIATION</u>. 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.
  - 15.19 <u>OFFICIALS NOT TO BENEFIT</u>. 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.

# 15.20 <u>CONSULTANT CERTIFICATIONS</u>:

- 15.20.1 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.
- 15.20.2 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.

- 15.21 <u>CIVIL RIGHTS/ADA COMPLIANCE</u>. 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.
- 15.22 <u>GRATUITIES</u>. 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.
- 15.23 <u>MONITORING</u>. 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.
- 15.24 <u>INCORPORATION OF EXHIBITS AND ATTACHMENTS</u>. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 15.25 <u>ENTIRE AGREEMENT</u>. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 15.26 <u>TEXAS PUBLIC INFORMATION ACT</u>. 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.
- 15.27 <u>CERTIFICATION OF ELIGIBILITY</u>. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. By submitting a Qualifications Statement in response to RFQ# Q1309-006-JT, 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.

- 15.28 <u>AMENDMENT</u>. 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.
- 15.29 <u>ENTITY STATUS</u>. By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

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

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

Consultant:

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

Title: \_\_\_\_\_\_Authorized Representative

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

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

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

TRAVIS County, TEXAS:

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

Samuel T. Biscoe Travis County Judge

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

APPROVED AS TO PROCUREMENT COMPLIANCE:

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

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

AVAILABILITY OF FUNDS CONFIRMED:

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

Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_

Assistant County Attorney

#### EXHIBIT 1

# COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

## SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basic Services will be the sum of *(to be negotiated)*.
  - 1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

(i)	Pre-Planning Research and Analysis:		\$
(ii)	Preliminary Architectural Program and Site Plans:		\$
(iii)	Detailed Architectural Program and Single Site Plan:		\$
(iv)	Design-Build Document Preparation		\$
(v)	Design-Build Procurement Assistance		\$
(vi)	Design-Build Phase Consultation		\$
		TOTAL:	\$

# **SECTION 2 - FIXED FEE**

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

# **SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

- 3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.
- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

#### <u>SECTION 4 – REIMBURSABLE EXPENSES</u>

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. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

#### REIMBURSABLES TOTAL NOT TO EXCEED: \$XXXXX

## SECTION 5 - TOTAL AGREEMENT SUM

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

#### **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 15.10, by the County Project Manager.

#### EXHIBIT 2 HOURLY RATES

# **BASIC SERVICES**

Schedule of Rates (Hourly):

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

# **ADDITIONAL SERVICES**

Schedule of Rates (Hourly):

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

#### 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 Program Manager, in coordination with 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 Program Manager and 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** 

#### 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 an amount of \$1,000,000 per claim with a \$5,000,000 excess limit.

If coverage is written on a claims-made policy, the retroactive date must be prior to the date services begin under this Agreement or the Effective Date of this Agreement, whichever comes first. Coverage must include a three-(3) year extended reporting period from the date this Agreement expires or is terminated. Certificate of Insurance must clarify coverage is claims-made and must contain both the retroactive date of coverage and the extended reporting period date.

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

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

#### EXHIBIT 6 ETHICS AFFIDAVIT

## STATE OF TEXAS } COUTNY OF 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

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 AND RESTRICTED PARTIES October 9, 2013

#### CURRENT

CURRENT	Name of Individual	Name of Business		
Position Held	Holding Office/Position	Individual is Associated		
County Judge	Samuel T. Biscoe			
County Judge (Spouse)		oe		
Executive Assistant				
Executive Assistant				
Executive Assistant	-			
Executive Assistant				
Commissioner, Precinct 1				
Commissioner, Precinct 1 (Spouse)		Seton Hospital		
Executive Assistant		Seton Hospital		
Executive Assistant				
Commissioner, Precinct 2				
Commissioner, Precinct 2 (Spouse)		Consultant		
Executive Assistant		Constituit		
Executive Assistant				
Executive Assistant				
Commissioner, Precinct 3				
Commissioner, Precinct 3 (Spouse)		Consultant		
Executive Assistant		Consultant		
Executive Assistant				
Executive Assistant				
Commissioner, Precinct 4				
Executive Assistant				
Executive Assistant				
County Treasurer				
County Auditor	•			
County Executive, Administrative				
County Executive, Planning & Budget				
County Executive, Flamming & Budget				
County Executive, Health/Human Services				
County Executive, TNR				
County Executive, Justice & Public Safety				
Director, Facilities Management	-	<b>P</b> F		
Interim Chief Information Officer				
Director, Records Mgment & Communications				
Travis County Attorney				
First Assistant County Attorney				
Executive Assistant, County Attorney				
Director, Land Use Division				
Attorney, Land Use Division				
Attorney, Land Use Division				
Director, Transactions Division				
Attorney, Transactions Division				
Attorney, Transactions Division				
Attorney, Transactions Division				
Attorney, Transactions Division	-			
Attorney, Transactions Division				
Attorney, Transactions Division				
Director, Health Services Division				
Attorney, Health Services Division				
Purchasing Agent				

Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	
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	
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	Loren Breland, CPPB
Purchasing Agent Assistant IV	
Purchasing Agent Assistant IV	Rosalinda Garcia
Purchasing Agent Assistant IV	Angel Gomez*
Purchasing Agent Assistant III	Shannon Pleasant, CTPM
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	
Purchasing Agent Assistant II	
Purchasing Agent Assistant II	
Purchasing Agent Assistant II	
HUB Coordinator	
HUB Specialist	
HUB Specialist	
Purchasing Business Analyst	
Purchasing Business Analyst	
250 <sup>th</sup> Judicial District Civil Court	
County Court at Law #2	
261 <sup>st</sup> Judicial District Civil Court	
201 <sup>st</sup> District Court	
200 <sup>th</sup> Judicial District Civil Court	
Strategic Planning Mgr., Planning & Budget	
Civil District and County Courts	Peg Liedtke

#### FORMER EMPLOYEES

	Name of Individual	
Position Held	Holding Office/Position	Date of Expiration
Purchasing Agent Assistant II		
Commissioner, Precinct 3.	Karen Huber	01/01/14
Executive Assistant		
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	
Commissioner, Precinct 2	Sarah Eckhardt	
Purchasing Agent Assistant III	Nancy Barchus, CPPB	

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

#### **RESTRICTED PARTIES**

URS Corporation Austin Architecture Plus, Inc. dba Architecture Plus Beverly Silas & Associates CAS Consulting & Services, Inc. DataCom Design Group, LLC Alvarez & Marsal real Estate Advisory Services, LLC BMO Capital Markets GKST Inc. Cabrera Capital Markets, LLC Nacht & Lewis Architects, Inc.

#### <u>EXHIBIT 7</u> <u>HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS</u>

(COUNTY WILL INSERT RFQ ATTACHMENT 2 AT CONTRACT AWARD)

#### <u>APPENDIX A</u> SCOPE OF SERVICES

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

#### <u>APPENDIX B</u> ORGANIZATIONAL CHART WITH KEY PERSONNEL IDENTIFIED

#### <u>APPENDIX C</u> CONSULTANT'S QUALIFICATIONS STATEMENT

#### <u>ATTACHMENT 9</u> PRELIMINARY ARCHITECTURAL PROGRAM DOCUMENT

#### RFQ No. Q1309-006-JT

# TRAVIS COUNTY CENTRAL CAMPUS STUDY PHASE TWO: FACILITIES MASTER PLAN

# APPENDIX G: CIVIL AND FAMILY COURTHOUSE SPACE PROGRAM

**MARCH 2012** 

# CONSULTANTS

#### RICCIGREENEASSOCIATES



#### WIGINTON HOOKER JEFFRY A R C H I T E C T S

Main Office: 158 West 27th Street, 10th Floor New York, New York 10001 (212) 563-9154 - Phone (212) 279-1037 - Fax Main Office: 1301 S. Capital of Texas Hwy., Suite A-302 Austin, Texas 78746 (512) 329-8822 - Phone (512) 329-8742 - Fax Main Office: 500 North Central Expressway, Suite 300 Plano, Texas 75074 (972) 665-0657 - Phone (972) 665-0656 - Fax

# ACKNOWLEDGEMENTS

COMMISSIONERS COURT The Honorable Samuel T. Biscoe, County Judge The Honorable Ron Davis, Commissioner, Precinct 1 The Honorable Sarah Eckhardt, Commissioner, Precinct 2 The Honorable Karen Huber, Commissioner, Precinct 3 The Honorable Margaret Gómez, Commissioner, Precinct 4

STEERING COMMITTEE
Leroy Nellis, Acting County Executive, Planning and Budget Office and Study Project Executive
Belinda Powell, Strategic Planning Manager -Planning and Budget Office and Study Project Manager
Leslie Stricklan, AIA, Senior Project Manager, Facilities Management Department and Study Project Manager
The Honorable Samuel T. Biscoe, County Judge
The Honorable Sarah Eckhardt, Commissioner, Precinct 2
The Honorable John Dietz, Judge 250th District

Court The Honorable Julie Kocurek, Judge 390th District Court

Susan Spataro, County Auditor Cyd Grimes, County Purchasing Agent

Roger El Khoury, M.S., P.E., Director, Facilities Management Department RFQ No. Q1309-006-JT

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#### CIVIL AND FAMILY COURTHOUSE SPACE PROGRAM TABLES

# CIVIL AND FAMILY COURTHOUSE SPACE PROGRAM TABLES

#### INTRODUCTION

The Space Program Tables, which depict detailed space programs for each office and department in the Central Campus Study, are included in this chapter. The detailed tables are preceded by a program summary for both the Courts and the General Government components. A Courtroom Summary and Judicial Summary are also included.

The Space Program Tables presented in this report reflect the Program that was approved by the Travis County Commissioners Court on August 16, 2011 and updated on August 26, 2011.

PROGRAM SUMMARY - CIVIL AND FAMILY COURTHOUSE									
Component	Unit Size	Curren	t Need	2015 Need		2025 Need		2035 Need	
	NOSF	NOSF	Staff	NOSF	Staff	NOSF	Staff	NOSF	Staff
Courts Offices and Departments									
1. Civil Courts - Courtrooms		72,913	0	94,625	0	110,313	0	126,350	0
2. Civil Courts - Judiciary	40.162	30,715	90	39,153	115	45,877	135	52,804	155
3A. Courts Admin - District Judge	49,162	5,932	17	7,536	28	8,405	34	9,037	39
3B. Courts Admin - Administrator		2,649	8	2,921	10	3,194	12	3,293	13
4. District Clerk	23,572 <sup>(1)</sup>	13,820	76	15,849	95	18,386	117	20,916	141
5. County Clerk	18,688 <sup>(1)</sup>	11,210	35	12,633	48	13,635	56	14,577	64
6. Domestic Relations		12,359	53	14,504	58	16,089	68	18,139	78
7A. Office of Child Representation	2,756	2,134	8	4,504	18	5,235	21	6,062	26
7B. Office of Parental Representation	2,756	2,268	8	3,787	16	4,896	21	5,504	24
8. Law Library	4,175	12,137	25	13,802	33	16,570	48	17,343	56
9. Dispute Resolution Center		4,847	3	4,847	3	4,847	3	4,847	3
10. Sheriff - Transport and Staging	16,087 <sup>(1)(2)</sup>	6,045	50	6,333	57	6,681	71	6,804	83

PROGRAM SUMMARY - CIVIL AND FAMILY COURTHOUSE (CONTINUED)									
Component	Unit Size	Unit Size Current Need		2015	2015 Need 2025 N		Need 2035 Ne		eed
	NOSF	NOSF	Staff	NOSF	Staff	NOSF	Staff	NOSF	Staff
11. Building Support	-	16,705	26	17,223	30	17,491	33	17,758	36
12. Building Amenities	-	21,755	0	22,430	0	23,105	0	23,780	0
13. AG IV-D Associate Judge's Court Support	2,450	2,174	0	2,174	0	2,174	0	2,174	0
14. District Attorney		2,475	6	2,885	9	2,885	9	3,209	11
Total Net Square Feet (NOSF)	119,646	220,137	405	265,205	520	299,782	628	332,595	729
Grossing Factor		1.535		1.535		1.535		1.535	
Total Building Gross Square Feet (GSF)		337,910		407,090		460,165		510,533	
Secure Parking Garage		GSF	#	GSF	#	GSF	#	GSF	#
Secure Parking in basement @ 400 GSF/ Space		10,000		12,000		13,600		15,200	
Total Gross Square Feet w/ Parking (GSF)		347,910		419,090		473,765		525,733	

<sup>(1)</sup> Existing area includes both Criminal and Civil Court space.

<sup>(2)</sup> Sheriff Transport and Staging area includes building security and screening

<sup>(3)</sup> In 2035 final phase of the Facilities Master Plan, County Clerk may consolidate Criminal and Civil Functions into HMS Building, but maintain a beachead office and kiosks in CFCH

\* Grossing Factor includes interdepartmental wall thicknesses and circulation (hallways, stairs, elevators, etc.), elevator lobbies, exterior wall thicknesses, interior shafts, janitor closets, electrical closets, mechanical spaces, public restrooms, staff restrooms.

JUDICIAL SUMMARY								
Component	Currer	it Need	2015 Need	2025	2025 Need		2035 Need	
	Judicial	Officers	Judicial Officers	Judicial	Officers	Judicial (	Officers	
Civil Court								
District Judge	10		12	14		16		
Visiting Judge	-		1	1		1		
County Court at Law Judge	2		3	4		5		
Associate Judge	6		7	8		9		
Total Civil Court Judicial Officers	18		23	27		31		
COURTROOM/HEARING ROOM SUMMARY								
Component	Currer	nt Need	2015 Need	2025	Need	2035 1	Veed	
		ns/Hearing	Courtrooms/Hearing	Courtrooms/Hearing				
	Roe	oms	Rooms	Roo	oms	Roo	ms	
Civil Court								
Special Proceedings Courtroom	1		1	1		1		
Civil Jury Courtroom	11		15	18		21		
Civil Non-Jury Courtroom (CPS)	3		3	3		4		
Family Non-Jury Drug Court Courtroom	1		1	1		1		
Civil AG IV-D Associate Judges Courtroom	2		3	4		4		
Civil Non-Jury Hearing Room	0		2	2		2		
Total Civil Court Courtrooms	18		25	29		33		

CONFERENCE ROOM SUMMARY (CONTINUED)						
Component	Unit Size	Quantity	Total NSF	Notes		
1. Civil Courts Courtrooms						
District Court						
Attorney/Client Interview Room	100	54	5,400	2 per courtroom, 27 courtrooms		
Large Attorney Conference Room	600	14	8,400	Accom. 16 people. 1 per 2 courtrooms, 27 courtrooms		
Jury Deliberation Room	375	21	7,875	1 per jury courtroom, 21 jury courtrooms		
County Courts-at-Law			2,921			
Attorney/Client Interview Room	100	5	500	2 per courtroom, 5 courtrooms		
Large Attorney Conference Room	600	3	1,800	Accom. 16 people. 1 per 2 courtrooms, 5 courtrooms		
Jury Deliberation Room	375	5	1,875	1 per jury courtroom, 5 jury courtrooms		
2. Civil Courts - Judiciary						
District Court						
Judicial Conference Room	150	29	4,350	1 per judicial officer, 29 judicial officers		
Shared Judicial Conference Room / Library	-	-	-			
County Courts-at-Law						
Judicial Conference Room	150	5	750	1 per judicial officer, 5 judicial officers		

CONFERENCE ROOM SUMMARY (CONTINUED)						
Component	Unit Size	Quantity	Total NSF	Notes		
3. Civil Courts - Administration						
Conference Room	600	1	600	Accommodate 16 people		
4. District Clerk						
Conference Room	450	1	450	Accommodate 12 people		
5. County Clerk						
Conference Room	600	1	600	Accommodate 16 people		
7A. Office of Child Representation						
Conference Room	450	1	450	Accommodate 12 people		
8. Law Library						
Attorney Conference Room	450	1	450	Accommodate 12 people		

CONFERENCE ROOM SUMMARY (CONTINUED)					
Component	Unit Size	Quantity	Total NSF	Notes	
12. Building Amenities - Courts					
Shared Support Space					
Large Conference Room / Multi-Purpose Room	2,800	1	2,800	Accom. 100 people, dividable room. Used for Jury Assembly	
Civil Courts - Judiciary					
Conference / Multi-Puprose Room	1,800	1	1,800	Accom. 60 people, dividable room. Judicial Board Room	
Office of Child Representation					
Large Conference Room	600	1	600	Accommodate 16 people	
Office of Parental Representation					
Large Conference Room	750	2	1,500	Accommodate 20 people, also used for continuing ed.	
Total NSF			40,200		

SPACE STANDARDS						
Space Туре	Existing Travis County Standard	Modified Travis County Standard	Comments			
Court Sets						
Criminal Special Proceedings Courtroom	n/a	3,000 sf.	128 spectators, 14-person jury, holding			
Criminal Jury Courtroom	n/a	1,900 sf.	70 spectators, 14-person jury, holding			
Civil Special Proceedings Courtroom	n/a	3,000 sf.	128 spectators, 14-person jury box, no holding			
Civil Jury Courtroom	n/a	1,800 sf.	56 spectators, 12-person jury box, holding possible			
Civil Non-Jury Courtroom	n/a	1,400 sf.	52 spectators, holding possible			
Probate Jury Courtroom	n/a	1,600 sf.	40 spectators, 12-person jury box			
Probate Non-Jury Courtroom	n/a	600 sf.	20 spectators			
Justice of the Peace Courtroom	n/a	1,400 sf.	30 spectators, 6-person jury box			
Courtroom Vestibule	n/a	50 sf.				
Courtroom Waiting	n/a	15 sf. per person	Seated waiting			
Courtroom Storage	n/a	30 sf.				
Courtroom A/V Closet	n/a	30 sf.				
Attorney / Client Interview Room	n/a	100 sf.	2 - 3 seats			
Large Attorney / Client Conference Room	n/a	600 sf.	16 seats			
Large Jury Deliberation Room	n/a	375 sf.	12-seat table + 2 alternates			
Small Jury Deliberation Room	n/a	250 sf.	6-seat table + 2 alternates			
Jury Restroom	n/a	50 sf.				
Jury Deliberation Vestibule	n/a	50 sf.				

SPACE STANDARDS (CONTINUED)			
Space Туре	Existing Travis County Standard	Modified Travis County Standard	Comments
Holding Cell (Single)	40 sf. minimum	80 sf.	County Standard per Texas Commission on Jail Standards
Holding Cell (Group)	40 sf. + 18 sf. per add. person min.	40 sf. + 18 sf. per add. person	County Standard per Texas Commission on Jail Standards
Holding Soundlock	n/a	50 sf.	
Judicial Robing Room	n/a	150 sf.	
Judicial Robing Room Restroom	n/a	50 sf.	
Staff Space			
Judge's Office	240 sf.	240 sf.	
Judge's Restroom	n/a	50 sf.	
Independently Elected Official / Executive Appointed Office	240 sf.	240 sf.	
Independently Elected Official's Restroom	n/a	50 sf.	
Appointed Official / Departmental Director / Division Diretor / Major Office	216 sf.	216 sf.	
Division Manager / Chief Professional / Captain Office	180 sf.	150-180 sf.	
Senior Manager / Senior Professional / Senior Paraprofessional / Office or Cubicle	n/a	140-160 sf.	
Attorney Office	n/a	150 sf.	
Manager / Professional / Paraprofessional / Lieutenant Office or Cubicle	120 sf.	120 sf.	

SPACE STANDARDS (CONTINUED)			
ace Type Existing Travis County Standard		Modified Travis County Standard	Comments
Professional Staff / Paraprofessional Office	100 sf.	100 sf.	
Senior Support Professional Staff / Supervisor / Sergeant Cubicle	102 sf. maximum	102 sf.	
Clerical / Administrative Cubicle	64 sf. maximum	64 sf.	
Tech. / Trade Staff (1)	n/a	48 sf.	Staff in office at least 50% of the time
Intern Workstation	n/a	36 sf.	
Carrel	26 sf.	26 sf.	
Note:			
(1) For Tech./Trade Staff in the office less th secured lockers are provided.	nan 50% of the time, sha	ared carrels and	
Support Space			
Public Counter	n/a	40 sf. + 20 sf. per additional	Adjacent workstation area additional
Public Waiting - Standing	n/a	12 sf. per person	Includes Public Counter queuing
Public Waiting - Seated	n/a	15 sf. per person	
Break Room	60 sf. + 25 sf. per person	60 sf. + 25 sf. per person	Includes kitchenette
Office Break Room	60 sf. + 25 sf. per person	210 sf.	Includes counter, cabinets, sink, refrigerator, and table with 6 seats. 1 per office/department with minimum 20 staff
Shared Break Room (Building Amenities)	60 sf. + 25 sf. per person	500 sf.	Includes counter, cabinets, sink, refrigerator, and tables with seats for 18 people. Shared.

SPACE STANDARDS (CONTINUED)			
Space Type	Existing Travis County Standard	Modified Travis County Standard	Comments
Coffee Bar	6 linear feet	40 sf.	
Interview Room	n/a	100 sf.	2 - 3 seats
Conference Room - 4 seats	50 sf. + 25 sf. per person	120 sf.	Includes space for overflow seating, A/V equipment and furniture as needed.
Conference Room - 8 seats	50 sf. + 25 sf. per person	350 sf.	Includes space for overflow seating, A/V equipment and furniture as needed.
Conference Room - 12 seats	50 sf. + 25 sf. per person	450 sf.	Includes space for overflow seating, A/V equipment and furniture as needed.
Conference Room - 16 seats	50 sf. + 25 sf. per person	600 sf.	Includes space for overflow seating, A/V equipment and furniture as needed.
Conference Room - 20 seats	50 sf. + 25 sf. per person	750 sf.	Includes space for overflow seating, A/V equipment and furniture as needed.
Conference Room - 24 seats	50 sf. + 25 sf. per person	900 sf.	Includes space for overflow seating, A/V equipment and furniture as needed.
Multi-Function Room - 72 seats	n/a	1,452 sf.	50 seats with tables
Multi-Function Room - 144 seats	n/a	3,600 sf.	
Copier / Printer Area	40 sf. + 20 sf. per machine	80 sf.	Broaddus/RGA/WHJA Standard per County direction
Copier / Printer Area - Multiple Copiers	40 sf. + 20 sf. per machine	80 sf. + 60 sf. per additional copier	Broaddus/RGA/WHJA Standard per County direction
Public Access Copier	n/a	40 sf.	
Network Printer	n/a	15 sf.	
File Room	40 sf. + 21 sf. per lateral file	40 sf. + 21 sf. per lateral file	
File Shelving Unit	n/a	9 sf. per shelving unit	21 linear feet per unit
Lateral File Cabinet	9 sf. per cabinet	9.sf per cabinet	

	Evicting Travis Country	Madified Travia Country	Commonwhe
Space Type	Existing Travis County Standard	Modified Travis County Standard	Comments
Vertical File Cabinet	n/a	7 sf. per cabinet	
High-Density Shelving Unit	n/a	5 sf. per shelving unit	21 linear feet per unit
Waiting Area	15 sf. per person + 30%	15 sf. per person	
Vending Area	8 sf per machine + 15 sf. circ	20 sf. per machine	
Mail Distribution Space	40 sf. circ. + shelves, etc.	varies	
Holding Cell (Single Cell)	40 sf. min. clear floor space	80 sf.	County Standard per Texas Commission on Jail Standards
Holding Cell (Single Cell) - Violent Cell (padded)	40 sf. min. clear floor space	60 sf. (flushable floor drain, no toilet)	County Standard per Texas Commission on Jail Standards
Holding Cell (Single Cell) - Pre-Search Intake	40 sf. min. clear floor space	60 sf.	County Standard per Texas Commission on Jail Standards
Holding Cell (Group)	40 sf. + 18 sf. per add. person min.	60 sf. + 18 sf. per add. person	County Standard per Texas Commission on Jail Standards
Restroom - 1 Toilet	n/a	50 sf.	
Restroom - 2 Toilets	n/a	120 sf.	
Restroom - 3 Toilets	n/a	155 sf.	
Restroom - 4 Toilets	n/a	205 sf.	
Note:			
Refer to the Space Layout Appendix for a	dditional detail and diagra	ams.	

<b>1. CIVI</b>	L COURTS - COURTROOMS													
Space	Component	Unit Size	Cı	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Courtr	ooms - District Court													
1.01	Special Proceedings Courtroom	3,000	1	3,000		1	3,000		1	3,000		1	3,000	
1.02	Civil Jury Courtroom (2)	1,800	9	16,200		12	21,600		14	25,200		16	28,800	
1.03	Civil AG IV-D Associate Judges Courtroom (2)	1,800	2	3,600		3	5,400		4	7,200		4	7,200	
1.04	Civil Non-Jury Courtroom (2)	1,800	3	5,400		3	2,921		3	5,400		4	7,200	
1.05	Family Non-Jury Drug Court	1,800	1	1,800		1	1,800		1	1,800		1	1,800	
1.06	Civil Non-Jury Hearing Room	900	0	0		2	1,800		2	1,800		2	1,800	
1.07	Courtroom/Hearing Room Vestibule	50	16	800		20	1,000		23	1,150		26	1,300	
1.08	Courtroom/Hearing Room Storage	30	16	480		20	600		23	690		26	780	
1.09	Courtroom/Hearing Room A/V Closet	30	16	480		20	600		23	690		26	780	
1.10	Courtroom Waiting - Civil Court	225	10	2,250		13	2,925		15	3,375		17	3,825	
1.11	Courtroom Waiting - Family Court	300	6	1,800		6	1,800		8	2,400		9	2,700	
1.12	Hearing Room Waiting	150	0	0		2	300		2	300		2	300	
1.13	Attorney / Client Interview Room	100	32	3,200		38	3,800		46	4,600		52	5,200	
1.14	Large Attorney Conference Room (3)	600	6	3,600		7	4,200		8	4,800		9	5,400	
1.15	Attorney / Client Secure Conference Room (4)	300	6	1,800		7	2,100		8	2,400		9	2,700	
1.16	Jury Vestibule	50	10	500		13	650		15	750		17	850	
1.17	Jury Deliberation Room	375	10	3,750		13	4,875		15	5,625		17	6,375	

#### TRAVIS COUNTY CENTRAL CAMPUS STUDY

G-13

1. CIVI	L COURTS - COURTROOMS (CON	ITINUED)												
Space	Component	Unit Size	Cu	urrent Need	b	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Courtr	ooms - District Court (Continue	d)												
1.18	Jury Restroom	50	20	1,000		26	1,300		30	1,500		34	1,700	
1.19	Holding Soundlock (2) (5)	50	8	400		10	500		10	500		12	600	
1.20	Holding Staging Area (2) (5)	40	4	160		5	200		5	200		6	240	
1.21	Holding Cell - Single Occupancy (2) (5)	80	8	640		10	800		12	960		13	1,040	
1.22	Holding Cell - 4-person capacity (2)	120	4	480		5	600		5	600		6	720	
1.23	Holding Area Emergency Storage	30	4	120		5	150		5	150		6	180	
1.24	Non-Contact Interview Booth (2)	80	4	320		5	400		5	400		6	480	
1.25	Holding Area Sheriff Post (2)	40	4	160		5	200		5	200		6	240	
1.26	Drug Lab / Testing	100	1	100		1	100		1	100		1	100	
1.27	Drug Lab Toilet	60	1	60		1	60		1	60		1	60	
1.28	Drug Lab Public Waiting	60	1	60		1	60		1	60		1	60	
	Sub-total			52,160	0		66,220	0		75,910	0		85,430	0
Notes:														
(1) (De	eleted)													
planne	urtroom holding planned for the ed with a capacity of 5 prisoners Post, and a Non-Contact Interv	s (1 single	occupar											
(3) At divida	least one of the Large Attorney ble, to be determined in design.	Conferenc	ce Room	s to be use	ed as a	County	Attorney	satellit	e/workro	oom. Larg	e confe	erence ro	oms may b	е
(4) 2 p	er Family Court, located in secu	re circulat	tion.											
betwe	addition the CPS and IV-D Court en per pair of courtrooms adjac ea. Holding assumes 6 courtroo	cent to a s	ecure pr	isoner ele	vator, i	s include	ed. A Hol	ding Sc	or, plann oundlock	ed as 3 sin is only ne	ngle-oco eded fo	cupancy or courtro	cells togeth ooms adjac	ier cent to

<b>1. CIVI</b>	L COURTS - COURTROOMS (CON	NTINUED)												
Space	Component	Unit Size	Cu	urrent Need	k	2	015 Need			2025 Need			2035 Need	•
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Courtr	ooms - County Courts-at-Law													
1.29	Civil Jury Courtroom	1,800	2	3,600		3	5,400		4	7,200		5	9,000	
1.30	Civil Non-Jury Courtroom	1,400	-	-		-	-		-	-		-	-	
1.31	Courtroom Vestibule	50	2	100		3	150		4	200		5	250	
1.32	Courtroom Storage	30	2	60		3	90		4	120		5	150	
1.33	Courtroom A/V Closet	30	2	60		3	90		4	120		5	150	
1.34	Courtroom Waiting	225	2	450		3	675		4	900		5	1,125	
1.35	Attorney / Client Interview Room	100	4	400		6	600		8	800		10	1,000	
1.36	Large Attorney Conference Room (6)	450	1	450		2	900		2	900		3	1,350	
1.37	Jury Vestibule	50	2	100		3	150		4	200		5	250	
1.38	Jury Deliberation Room	375	2	750		3	1,125		4	1,500		5	1,875	
1.39	Jury Restroom	50	4	200		6	300		8	400		10	500	
	Sub-total			6,170	0		9,480	0		12,340	0		15,650	0
Total	Net Square Feet			58,330	0		75,700	0		88,250	0		101,080	0
x Depa	artment Circulation Factor			1.25			1.25			1.25			1.25	
Total	Net Occupiable Square Feet			72,913			94,625			110,313			126,350	
Notes:														
(6) Lar	ge conference rooms may be d	ividable, to	o be det	ermined in	n desig	n.								

2. CIVI	L COURTS - JUDICIARY													
Space	Component	Unit Size	Cı	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - District Court													
2.01	District Judge	240	10	2,400	10	12	2,880	12	14	3,360	14	16	3,840	16
2.02	Visiting Judge	240	0	0	0	1	240	1	1	240	1	1	240	1
2.03	Civil Associate Judge	240	4	960	4	4	960	4	4	960	4	5	1,200	5
2.04	IV-D Associate Judge	240	2	480	2	3	2,921	3	4	960	4	4	960	4
2.05	Attorney	150	16	2,400	16	20	3,000	20	23	3,450	23	26	3,900	26
	Court Bailiff	100	-	-	-	-	-	-	-	-	-	-	-	-
2.06	Court Operations Officer	120	16	1,920	16	20	2,400	20	23	2,760	23	26	3,120	26
2.07	Court Reporter	120	16	1,920	16	20	2,400	20	23	2,760	23	26	3,120	26
2.08	Coordinator	120	16	1,920	16	20	2,400	20	23	2,760	23	26	3,120	26
	Sub-total			12,000	80		15,000	100		17,250	115		19,500	130
Suppo	rt Space - District Court													
2.09	Waiting / Reception	75	16	1,200		20	1,500		23	1,725		26	1,950	
2.10	Supply Storage Cabinet	60	16	960		20	1,200		23	1,380		26	1,560	
2.11	Copier / Printer Area	80	16	1,280		20	1,600		23	1,840		26	2,080	
2.12	File Cabinet	7	32	224		40	280		46	322		52	364	
2.13	Coffee Bar	40	16	640		20	800		23	920		26	1,040	
2.14	Judicial Restroom	50	16	800		20	1,000		23	1,150		26	1,300	
2.15	Staff Restroom	50	16	800		20	1,000		23	1,150		26	1,300	
2.16	Judicial Conference Room	150	16	2,400		20	3,000		23	3,450		26	3,900	
2.17	Shared Judicial Conference Room / Library	-	-	-		-	-		-	-		-	-	
	Sub-total			8,304	0		10,380	0		11,937	0		13,494	0

2. CIVI	L COURTS - JUDICIARY (CONTIN	JED)												l
Space	Component	Unit Size	C	urrent Need	1	2	2015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Judicia	ary Staff Space - County Court-c	ıt-Law												
2.18	County Court-at-Law Judge	240	2	480	2	3	720	3	4	960	4	5	1,200	5
2.19	Attorney	150	2	300	2	3	450	3	4	600	4	5	750	5
2.20	Court Operations Officer	120	2	240	2	3	360	3	4	480	4	5	600	5
2.21	Court Reporter	120	2	240	2	3	360	3	4	480	4	5	600	5
2.22	Judicial Aide	120	2	240	2	3	360	3	4	480	4	5	600	5
	Sub-total			1,500	10		2,250	15		3,000	20		3,750	25
Suppo	rt Space - County Court-at-Law													
2.23	Waiting / Reception	30	2	60		3	90		4	120		5	150	
2.24	Supply Storage Cabinet	60	2	120		3	180		4	240		5	300	
2.25	Copier / Printer Area	80	2	160		3	240		4	320		5	400	
2.26	File Cabinet	7	4	28		6	42		8	56		10	70	
2.27	Coffee Bar	40	2	80		3	120		4	160		5	200	
2.28	Judicial Restroom	50	2	100		3	150		4	200		5	250	
2.29	Staff Restroom	50	2	100		2	100		2	100		5	250	
2.30	Judicial Conference Room	150	2	300		3	450		4	600		5	750	
	Sub-total			948	0		1,372	0		1,796	0		2,370	0
Total	Net Square Feet			22,752	90		29,002	115		33,983	135		39,114	155
x Depa	artment Circulation Factor			1.35			1.35			1.35			1.35	
Total	Net Occupiable Square Feet			30,715			39,153			45,877			52,804	

3A. CO	URTS ADMIN - DISTRICT JUDGE													
Space	Component	Unit Size	C	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Court Management													
3.01	Director of Court Management	216	1	216	1	1	216	1	1	216	1	1	216	1
3.02	Accountant	120	0	0	0	1	120	1	1	120	1	1	120	1
3.03	Court Services Management Coordinator	120	1	120	1	1	2,921	1	1	120	1	1	120	1
3.04	Court Services Program Manager	120	1	120	1	2	240	2	2	240	2	2	240	2
3.05	Senior Financial Analyst	120	1	120	1	2	240	2	3	360	3	4	480	4
3.06	Judicial Aide	64	5	320	5	6	384	6	7	448	7	8	512	8
3.07	Grant Coordinator	120	0	0	0	1	120	1	2	240	2	2	240	2
3.08	Court Interpreter	100	0	0	0	1	100	1	1	100	1	2	200	2
3.09	IT Manager	180	1	180	1	1	180	1	1	180	1	1	180	1
3.10	Drug Court Coordinator	100	1	100	1	1	100	1	2	200	2	2	200	2
3.11	Case Worker	120	0	0	0	1	120	1	2	240	2	2	240	2
3.12	Business Analyst	120	1	120	1	3	360	3	3	360	3	4	480	4
3.13	Desktop Support	64	2	128	2	3	192	3	3	192	3	4	256	4
3.14	Systems Engineer	120	1	120	1	1	120	1	1	120	1	1	120	1
3.15	Application Development Analyst	120	1	120	1	2	240	2	3	360	3	3	360	3
3.16	Assistant IT Manager	100	1	100	1	1	100	1	1	100	1	1	100	1
	Sub-total			1,764	17		2,952	28		3,596	34		4,064	39

3A. CO	URTS ADMIN - DISTRICT JUDGE	(CONTINU	JED)											
Space	Component	Unit Size	C	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Suppo	rt Space - Court Management													
3.17	Reception Counter	40	1	40		1	40		1	40		1	40	
3.18	Public Waiting	150	1	150		1	150		1	150		1	150	
3.19	Supply / Equipment Storage	250	1	250		1	250		1	250		1	250	
3.20	Copier / Printer Area	80	1	80		1	80		1	80		1	80	
3.21	Server Room	400	1	400		1	400		1	400		1	400	
3.22	Break Room	210	1	210		1	210		1	210		1	210	
3.23	Technology Team Staging Area	1,500	1	1,500		1	1,500		1	1,500		1	1,500	
	Sub-total			2,630	0		2,630	0		2,630	0		2,630	0
Total	Net Square Feet			4,394	17		5,582	28		6,226	34		6,694	39
x Depa	rtment Circulation Factor			1.35			1.35			1.35			1.35	
Total	Net Occupiable Square Feet			5,932			7,536			8,405			9,037	
Notes:														
(1) The online	e public counter area is not expe court payments, and electronic	ected to g court file	row sigr s.	ificantly d	ue to a	nticipate	ed techno	logic d	evelopm	ients in ar	eas suc	h as cou	rt calendar	ing,
(2) Sha Appen	red with Court Management. I dix for additional detail and dia	ncludes s grams.	pace for	overflow	seating	, A/V eq	uipment	and fur	niture a	s needed.	Refer t	to the Sp	ace Layout	

3B. CO	URTS ADMIN - ADMINISTRATOR	R												
Space	Component	Unit Size	C	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Court Administration													
3.24	Court Administrator	180	1	180	1	1	180	1	1	180	1	1	180	1
3.25	Court Services Management Coordinator	120	1	120	1	1	120	1	1	120	1	1	120	1
3.26	Statistician/DWOP Manager	120	0	0	0	1	2,921	1	1	120	1	1	120	1
3.27	Family Docket Manager	120	1	120	1	1	120	1	2	240	2	2	240	2
3.28	Judicial Aide	64	5	320	5	6	384	6	7	448	7	8	512	8
	Sub-total			740	8		924	10		1,108	12		<i>1,172</i>	13
Suppo	rt Space - Court Administration	1												
3.29	Reception Counter (1)	40	1	40		1	40		1	40		1	40	
3.30	Reception Counter Queuing (1)	12	5	60		5	60		5	60		5	60	
3.31	Conference Room (2)	600	1	600		1	600		1	600		1	600	
3.32	Supply Storage	80	1	80		1	80		1	80		1	80	
3.33	Copier / Printer Area	80	2	160		2	160		2	160		2	160	
3.34	Docket Files - Lateral Cabinet	9	8	72		10	90		12	108		13	117	
3.35	Break Room	210	1	210		1	210		1	210		1	210	
	Sub-total			1,222	0		1,240	0		1,258	0		1,267	0

3B. CO	URTS ADMIN - ADMINISTRATOR	(CONTIN	UED)											
Space	Component	Unit Size	C	urrent Need	k	2	2015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Total I	Net Square Feet			1,962	8		2,164	10		2,366	12		2,439	13
x Depa	rtment Circulation Factor			1.35			1.35			1.35			1.35	
Total I	Net Occupiable Square Feet			2,649			2,921			3,194			3,293	
Notes:														
(1) The online	public counter area is not expe court payments, and electronic	ected to g court file	row sigr s.	ificantly d	ue to a	nticipate	ed techno	logical	develop	ments in a	areas su	ich as co	ourt calenda	aring,
(2) Sha Append	red with Court Management. I dix for additional detail and dia	ncludes s grams.	pace for	overflow	seating	, A/V eq	Juipment	and fur	niture a	s needed.	Refer	to the Sp	ace Layout	

4. DIST	RICT CLERK													
Space	Component	Unit Size	C	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Administration													
4.01	District Clerk	240	1	240	1	1	240	1	1	240	1	1	240	1
4.02	Chief Deputy	216	1	216	1	1	216	1	1	216	1	1	216	1
4.03	Executive Assistant	180	1	180	1	1	2,921	1	1	180	1	2	360	2
4.04	Training & Education Coordinator	102	1	102	1	1	102	1	2	204	2	2	204	2
4.05	Expunctions Manager	225	1	225	1	1	225	1	2	450	2	2	450	2
4.06	Reporting / Planning Manager	120	1	120	1	2	240	2	2	240	2	2	240	2
	Sub-total			1,083	6		1,203	7		1,530	9		1,710	10
Staff S	pace - Civil Tech Services and C	<u></u> A												
4.07	TC/QA Business Analyst III	120	1	120	1	1	120	1	1	120	1	1	120	1
4.08	Tech Support Business Analyst II	102	1	102	1	1	102	1	2	204	2	2	204	2
4.09	Tech Development Business Analyst III	102	1	102	2	2	204	2	3	306	3	4	408	4
4.10	Senior Court Clerk II	64	2	128	2	3	192	3	3	192	3	4	256	4
	Sub-total			452	6		618	7		822	9		988	11
Suppo	rt Space - Civil Tech Services an	d QA												
4.11	Storage Room	200	1	200		1	200		1	200		1	200	
4.12	Server Room	100	1	100		1	100		1	100		1	100	
	Sub-total			300	0		300	0		300	0		300	0

4. DIST	RICT CLERK (CONTINUED)													
Space	Component	Unit Size	nit Size Current Need			2	015 Need		2025 Need			2035 Need		
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Civil Intake													
4.13	Intake Supervisor	120	1	120	1	1	120	1	1	120	1	1	120	1
4.14	Court Clerk II	64	1	64	1	1	64	1	2	128	2	2	128	2
4.15	Court Clerk I	64	3	192	3	4	256	4	4	256	4	6	384	6
	Sub-total			376	5		440	6		504	7		632	9
Staff S	pace - Civil Division													
4.16	Civil / Family Division Manager	150	1	150	1	1	150	1	1	150	1	1	150	1
4.17	Civil Supervisor	120	1	120	1	1	120	1	2	240	2	2	240	2
4.18	Senior Court Clerk II	64	1	64	1	2	128	2	3	192	3	4	256	4
4.19	Court Clerk II	64	6	384	6	8	512	8	9	576	9	10	640	10
4.20	Court Clerk I	64	5	320	5	6	384	6	7	448	7	8	512	8
4.21	Assistant Court Clerk	64	1	64	1	1	64	1	2	128	2	3	192	3
	Sub-total			1,102	15		1,358	19		1,734	24		1,990	28
Suppo	rt Space - Civil Division													
4.22	Public Counter / Reception	40	1	40		1	40		1	40		1	40	
4.23	Public Service Counter	20	2	40		2	40		2	40		2	40	
4.24	Passports Counter Public Waiting	120	1	120		1	120		1	120		1	120	
4.25	Supply Storage	60	1	60		1	60		1	60		1	60	
4.26	Copier / Printer Area	140	1	140		1	140		1	140		1	140	
4.27	Break Room (1)	210	1	210		1	210		1	210		1	210	
	Sub-total			610	0		610	0		610	0		610	0

#### 4. DISTRICT CLERK (CONTINUED)

Space	Component	Unit Size	Current Need			2015 Need			2025 Need			2035 Need		
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Civil Records													
4.28	Records Manager	150	1	150	1	1	150	1	1	150	1	1	150	-
4.29	Court Clerk II	64	1	64	1	1	64	1	1	64	1	1	64	1
4.30	Court Clerk I	64	5	320	5	8	512	8	9	576	9	11	704	11
4.31	Court Clerk Assistant	64	3	192	3	3	192	3	5	320	5	6	384	e
4.32	Records Analyst	64	2	128	2	2	128	2	2	128	2	3	192	(1)
	Sub-total			854	12		1,046	15		1,238	18		1,494	22
Suppo	rt Space - Civil Records	·												
4.33	Reception Counter (2)	40	1	40		1	40		1	40		1	40	
4.34	Public Service Counter	20	2	40		2	40		2	40		2	40	
4.35	Public Access Computer Terminal	20	10	200		10	200		12	240		14	280	
4.36	Supply Storage	60	1	60		1	60		1	60		1	60	
4.37	Copier / Printer Area	140	1	140		1	140		1	140		1	140	
4.38	Exhibit Storage	600	1	600		1	600		1	600		1	600	
4.39	Evidence Storage (Vault)	300	1	300		1	300		1	300		1	300	
4.40	File Shelving Unit	9	60	540		60	540		60	540		60	540	
4.41	File Staging Area	40	1	40		1	40		1	40		1	40	
	Sub-total			1,960	0		1,960	0		2,000	0		2,040	0
Notes														

(2) The public counter area is not expected to grow significantly due to anticipated technological developments in electronic court filing.

4. DIST	RICT CLERK (CONTINUED)													
Space	Component	Unit Size	Cı	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Civil Accounting													
4.42	Accounting Manager	150	1	150	1	1	150	1	1	150	1	1	150	1
4.43	Senior Financial Analyst	102	1	102	1	1	102	1	1	102	1	1	102	1
4.44	Financial Analyst	102	2	204	2	2	204	2	2	204	2	3	306	3
4.45	Accountant Associate	102	3	306	3	5	510	5	7	714	7	9	918	9
4.46	Senior Accountant	102	1	102	1	2	204	2	2	204	2	2	204	2
4.47	Accounting Clerk	64	3	192	3	3	192	3	4	256	4	5	320	5
	Sub-total			1,056	11		1,362	14		1,630	17		2,000	21
Suppo	rt Space - Civil Accounting													
4.48	Supply Cabinet	20	1	20		1	20		1	20		1	20	
4.49	Conference Room (3)	450	1	450		1	450		1	450		1	450	
4.50	File Cabinet	9	4	36		4	36		5	45		5	45	
4.51	Copier / Printer Area	80	1	80		1	80		1	80		1	80	
	Sub-total			586	0		586	0		595	0		595	0
Staff S	pace - Civil Family Law													
4.52	Family Supervisor	120	1	120	1	1	120	1	1	120	1	1	120	1
4.53	Senior Court Clerk II	64	2	128	2	2	128	2	3	192	3	4	256	4
4.54	Court Clerk II	64	6	384	6	8	512	8	10	640	10	12	768	12
4.55	Court Clerk I	64	11	704	11	14	896	14	17	1,088	17	20	1,280	20
4.56	Assistant Court Clerk	64	1	64	1	2	128	2	2	128	2	3	192	3
	Sub-total			1,400	21		1,784	27		2,168	33		2,616	40

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Space	Component	Unit Size	Cı	urrent Need	ł	2	2015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Suppo	rt Space - Civil Family Law													
4.57	Reception Counter	40	1	40		1	40		1	40		1	40	
4.58	Reception Counter Queuing	48	1	48		1	48		1	48		1	48	
4.59	Public Waiting	-	1	90		1	105		1	120		1	150	
4.60	Supply Storage	80	1	80		1	80		1	80		1	80	
4.61	Copier / Printer Area	200	1	200		1	200		1	200		1	200	
	Sub-total			458	0		473	0		488	0		518	0
Total	Net Square Feet			10,237	76		11,740	95		13,619	117		15,493	141
x Depa	rtment Circulation Factor			1.35			1.35			1.35			1.35	
Total	Net Occupiable Square Feet			13,820			15,849			18,386			20,916	
Notes:														

5. COU	INTY CLERK													
Space	Component	Unit Size	Cı	urrent Need	þ	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Administration													
5.01	County Clerk	240	1	240	1	1	240	1	1	240	1	1	240	1
5.02	Chief Deputy	216	1	216	1	1	216	1	1	216	1	1	216	1
5.03	Executive Assistant	100	1	100	1	1	2,921	1	2	200	2	2	200	2
5.04	Administrative Assistant	100	1	100	1	2	200	2	2	200	2	2	200	2
	Sub-total			656	4		756	5		856	6		856	6
Suppo	rt Space - Administration													
5.05	Public Waiting	45	1	45		1	45		1	45		1	45	
5.06	County Clerk Conference Room	450	1	450		1	450		1	450		1	450	
	Sub-total			495	0		495	0		495	0		495	0
Staff S	pace - Civil / Probate Division,	Mental H	ealth											
5.07	Division Manager	180	1	180	1	1	180	1	1	180	1	1	180	1
5.08	Court Services Management Admin. Coord.	100	3	300	3	4	400	4	5	500	5	6	600	6
5.09	Court Clerk II	64	8	512	8	12	768	12	14	896	14	16	1,024	16
5.10	Court Clerk I	64	7	448	7	10	640	10	11	704	11	12	768	12
	Sub-total			1,440	19		1,988	27		2,280	31		2,572	35

Space	Component	Unit Size	Cι	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Suppor	rt Space - Civil / Probate Divisi	on, Mento	al Health	1										
5.11	Public Counter/Reception - Civil	60	1	60		1	60		1	60		1	60	
5.12	Reception Counter Queuing - Civil	120	1	120		1	120		1	120		1	120	
5.13	Public Counter/Recept Probate/M.H.	60	1	60		1	60		1	60		1	60	
5.14	Recept. Counter Queuing - Probate/M.H.	120	1	120		1	120		1	120		1	120	
5.15	Files Inbox / Outbox Bin	20	1	20		1	20		1	20		1	20	
5.16	File Staging / Processing Area	100	1	100		1	100		1	100		1	100	
5.17	Restricted File Storage	9	2	18		2	18		2	18		2	18	
5.18	Temporary Employee Workstation	48	6	288		6	288		6	288		6	288	
5.19	Scanner Station	64	1	64		1	64		1	64		1	64	
5.20	Conference Room (2)	600	1	600		1	600		1	600		1	600	
5.21	Supply Storage	100	1	100		1	100		1	100		1	100	
5.22	Copier / Printer Area	200	1	200		1	200		1	200		1	200	
5.23	Break Room (3)	210	1	210		1	210		1	210		1	210	
	Sub-total			1,960	0		1,960	0		1,960	0		1,960	0
Notes:														
(1) Adr	ninistration assumed to be loca	ated in the	e Civil Co	urthouse	with a s	satellite	office loc	ated w	ith Crimi	nal Courts				
(2) Cor Clerk a	ference Room may not be sha rea	red as it is	necessa	ry for Cou	nty Cle	erk opera	ations, pa	rticular	ly for re	gular audit	s, and	is include	ed in the Co	ounty

# **CIVIL AND FAMILY COURTHOUSE** SPACE PROGRAM TABLES

5. COU	NTY CLERK (CONTINUED)													
Space	Component	Unit Size	C	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Records Management													
5.07	Division Manager	180	1	180	1	1	180	1	1	180	1	1	180	1
5.08	Records Analyst	120	2	240	2	3	360	3	3	360	3	4	480	4
5.09	Records Analyst Associate	102	1	102	1	1	102	1	2	204	2	2	204	2
5.10	Office Specialist	64	3	192	3	4	256	4	5	320	5	6	384	6
	Sub-total			714	7		898	9		1,064	11		1,248	13
Suppo	rt Space - Records Managemei	nt												
5.11	Public Counter / Reception	80	1	80		1	80		1	80		1	80	
5.12	Reception Counter Queuing	120	1	120		1	120		1	120		1	120	
5.13	Public Research Carrel	26	7	182		7	182		7	182		7	182	
5.14	Public Access Copier	40	1	40		1	40		1	40		1	40	
5.15	Microfilm Viewer	40	2	80		2	80		2	80		2	80	
5.16	Microfilm Storage Rack / Cabinet	15	2	30		2	30		2	30		2	30	
5.17	Temporary Employee Workstation	64	3	192		3	192		4	256		4	256	
5.18	File Shelving Unit	9	85	765		85	765		85	765		85	765	
5.19	File Cabinet - Restricted Access	9	14	126		14	126		14	126		14	126	
5.20	File Staging Area	100	1	100		1	100		1	100		1	100	
5.21	Supply Storage	50	1	50		1	50		1	50		1	50	
5.22	Copier / Printer Area	140	1	140		1	140		1	140		1	140	
5.23	Break Room (3)	210	1	210		1	210		1	210		1	210	
	Sub-total			<i>2,115</i>	0		2,115	0		<i>2,</i> 179	0		2,179	0

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Space	Component	Unit Size	C	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Computer Resource Mai	nagement	,											
5.24	Division Manager	180	1	180	1	1	180	1	1	180	1	1	180	1
5.25	Business Consultant	120	1	120	1	1	120	1	1	120	1	2	240	2
5.26	Business Analyst III	120	1	120	1	2	240	2	3	360	3	3	360	3
5.27	Business Analyst II	102	2	204	2	3	306	3	3	306	3	4	408	4
	Sub-total			624	5		846	7		966	8		1,188	10
Suppo	rt Space - Computer Resource I	Managem	ent											
5.28	Server Room	100	1	100		1	100		1	100		1	100	
5.29	Computer / Equipment Storage Room	200	1	200		1	200		1	200		1	200	
	Sub-total			300	0		300	0		300	0		300	0
Total	Net Square Feet			8,304	35		9,358	48		10,100	56		10,798	64
x Depa	artment Circulation Factor			1.35			1.35			1.35			1.35	
Total	Net Occupiable Square Feet			11,210			12,633			13,635			14,577	
Notes:														

(4) Records Management Staff and Support Space assumes about one-half needed if Records Management was consolidated between Criminal and Civil functions.

6. DON	IESTIC RELATIONS													
Space	Component	Unit Size	C	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Administration													
6.01	Juvenile Probation Director	216	1	216	1	1	216	1	1	216	1	1	216	1
6.02	Administrative Assistant II	100	1	100	1	1	100	1	2	200	2	2	200	2
	Sub-total			316	2		316	2		416	3		416	3
Suppo	rt Space - Customer Service Op	erations L	Division											
6.03	Customer Service Operations Manager	180	1	180	1	1	180	1	1	180	1	1	180	1
6.04	Office Specialist (Mail Manager)	100	1	100	1	1	100	1	1	100	1	1	100	1
6.05	Senior Office Specialist	100	6	600	6	5	500	5	5	500	5	5	500	5
6.06	Court Clerk I	64	3	192	3	0	0	0	0	0	0	0	0	0
6.07	Accounting Clerk	64	5	320	5	4	256	4	3	192	3	3	192	3
6.08	Senior Enforcement Officer	120	0	0	0	1	120	1	1	120	1	1	120	1
6.09	Enforcement Officer I	120	0	0	0	5	600	5	6	720	6	7	840	7
6.08	Office Assistant	64	1	64	1	1	64	1	2	128	2	2	128	2
	Sub-total			1,456	17		1,820	18		1,940	19		2,060	20

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6. DON	IESTIC RELATIONS (CONTINUED	)												
Space	Component	Unit Size	Cι	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Legal / Enforcement Div	ision												
6.09	Attorney VI	150	1	150	1	1	150	1	1	150	1	1	150	1
6.10	Attorney V	150	1	150	1	2	300	2	2	300	2	2	300	2
6.11	Attorney III	150	2	300	2	2	300	2	2	300	2	3	450	3
6.12	Paralegal	120	1	120	1	1	120	1	1	120	1	2	240	2
6.13	Senior Legal Secretary	102	0	0	0	1	102	1	2	204	2	3	306	3
6.14	Legal Secretary	102	3	306	3	2	204	2	3	306	3	4	408	4
6.15	Juvenile Casework Manager	64	1	64	1	1	64	1	1	64	1	1	64	1
6.16	Senior Enforcement Officer	120	1	120	1	2	240	2	4	480	4	5	600	5
6.17	Enforcement Officer I	120	5	600	5	5	600	5	5	600	5	5	600	5
6.18	Enforcement Officer II	120	2	240	2	3	360	3	4	480	4	5	600	5
6.19	Office Assistant	64	2	128	2	2	128	2	2	128	2	3	192	3
	Sub-total			2,178	19		2,568	22		3,132	27		3,910	34
Staff S	pace - Family Court Services Di	vision												
6.20	Juvenile Probation Division Manager	180	1	180	1	1	180	1	1	180	1	1	180	1
6.21	Legal Secretary	102	1	102	1	1	102	1	1	102	1	1	102	1
6.22	Juvenile Casework Manager	120	1	120	1	1	120	1	1	120	1	1	120	1
6.23	Guardian Ad Litem I	120	2	240	2	2	240	2	3	360	3	3	360	3
6.24	Guardian Ad Litem II	120	5	600	5	5	600	5	6	720	6	7	840	7
6.25	Guardian Ad Litem III	120	1	120	1	1	120	1	1	120	1	1	120	1
6.26	Senior Guardian Ad Litem	120	4	480	4	5	600	5	6	720	6	7	840	7
	Sub-total			1,842	15		1,962	16		2,322	19		2,562	21

6. DON	IESTIC RELATIONS (CONTINUED	)												
Space	Component	Unit Size	Cı	urrent Need	ł	2	015 Need	•		2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Suppo	rt Space - Family Court Services	s Division												
6.27	Reception Counter (1)	60	1	60		1	60		1	60		1	60	
6.28	Public Waiting	-	1	300		1	315		1	345		1	375	
6.29	Children's Play Area	120	1	120		1	120		1	120		1	120	
6.30	Public Entrance Security Station	40	1	40		1	40		1	40		1	40	
6.31	Family Court Services Waiting Area	90	1	90		1	90		1	90		1	90	
6.32	Conference Room (2)	350	1	350		3	1,050		3	1,050		4	1,400	
6.33	Interview Room (3)	100	4	400		4	400		4	400		4	400	
6.34	Large Family Room	350	1	350		1	350		1	350		1	350	
6.35	Family Room	225	1	225		1	225		1	225		1	225	
6.36	Family Observation Room	40	1	40		1	40		1	40		1	40	
6.37	Intern / Volunteer Workstation	48	2	96		2	96		2	96		2	96	
6.38	Copier / Printer Area	140	2	280		2	280		2	280		2	280	
6.39	Supply / Form Storage	180	1	180		1	180		1	180		1	180	
6.40	Supply Cabinet	20	2	40		2	40		2	40		2	40	
6.41	Server Room / Tech. Storage and Equipment	150	1	150		1	150		1	150		1	150	
6.42	File Shelving Unit	9	48	432		48	432		48	432		48	432	
6.43	Break Room (4)	210	1	210		1	210		1	210		1	210	
	Sub-total			3,363	0		4,078	0		4,108	0		4,488	0

6. DON	IESTIC RELATIONS (CONTINUED	)												
Space	Component	Unit Size	C	urrent Need	k	Ĩ	2015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Total I	Net Square Feet			9,155	53		10,744	58		11,918	68		13,436	78
x Department Circulation Factor         1.35         1.35         1.35         1.35         1.35														
Total I	Net Occupiable Square Feet			12,359			14,504			16,089			18,139	
Notes:														
(1) Volu	ume of "window payments" is r	ninimial a	ind is no	ot expected	d to inc	rease. 1	he numb	er of co	ounter st	ations is n	ot expe	ected to	increase.	
(2) An a	additional Large Conference Ro	om for Do	omestic	Relations i	s inclu	ded in "4	11A. Build	ing Am	enitites	- Courts".				
(3) 2 In	terview Rooms for the Enforce	ment Divi	sion and	2 Intervie	w Roo	ms for tl	ne Family	Court S	Services	Division				
(4) Add	litional break room and staff su	pport spa	ce is inc	luded in "I	Buildin	g Ameni	ties".							

Space	Component	Unit Size	C	urrent Need	k	2	015 Need		Ĩ	025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace													
7.01	Attorney	150	4	600	4	7	1,050	7	8	1,200	8	9	1,350	9
7.02	Paralegal	120	1	120	1	3	360	3	3	360	3	5	600	5
7.03	Social Worker	120	1	120	1	5	600	5	6	720	6	7	840	7
7.04	Legal Secretary	102	2	204	2	2	2,921	2	3	306	3	4	408	4
7.05	Investigator	120	0	0	0	1	120	1	1	120	1	1	120	1
	Sub-total			1,044	8		2,334	18		2,706	21		3,318	26
Suppo	rt Space													
7.06	Reception Counter	40	1	40		1	40		1	40		1	40	
7.07	Public Waiting	-	1	60		1	75		1	75		1	75	
7.08	Children's Area	250	1	250		1	250		1	250		1	250	
7.09	Conference Room	450	0	0		1	450		1	450		1	450	
7.10	Break Room	210	0	0		0	0		1	210		1	210	L
7.11	Coffee Bar	40	1	40		1	40		0	0		0	0	
7.12	Copier / Printer Area	80	1	80		1	80		1	80		1	80	
7.13	Lateral File Cabinet	9	3	27		3	27		3	27		3	27	L
7.14	Supply Storage	40	1	40		1	40		1	40		1	40	
	Sub-total			537	0		1,002	0		1,172	0		1,172	0
Total	Net Square Feet			1,581	8		3,336	18		3,878	21		4,490	26
x Depa	rtment Circulation Factor			1.35			1.35			1.35			1.35	
Total	Net Occupiable Square Feet			2,134			4,504			5,235			6,062	
Notes:														

7B. OF	FICE OF PARENTAL REPRESENT	ATION												
Space	Component	Unit Size	C	urrent Need	k	2	015 Need		Ĩ	2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	расе													
7.15	Attorney	150	4	600	4	5	750	5	6	900	6	7	1,050	7
7.16	Appellate Attorney	150	0	0	0	1	150	1	1	150	1	1	150	1
7.17	Paralegal	120	1	120	1	3	360	3	4	480	4	4	480	4
7.18	Social Worker	120	1	120	1	3	2,921	3	4	480	4	4	480	4
7.19	Legal Secretary	102	1	102	1	2	204	2	3	306	3	4	408	4
7.20	Administrative Associate	64	1	64	1	1	64	1	2	128	2	2	128	2
7.21	Investigator	102	0	0	0	1	102	1	1	102	1	2	204	2
	Sub-total			1,006	8		1,990	16		2,546	21		2,900	24
Suppo	rt Space													
7.22	Reception Counter	40	1	40		1	40		1	40		1	40	
7.23	Public Waiting	-	1	240		1	300		1	360		1	420	
7.24	Break Room	210	0	0		0	0		1	210		1	210	
7.25	Coffee Bar	40	1	40		1	40		0	0		0	0	
7.26	Copier / Printer Area	80	1	80		1	80		1	80		1	80	
7.27	Lateral File Cabinet	9	2	18		3	27		3	27		3	27	
7.28	Intern Workstation (2)	36	6	216		8	288		9	324		10	360	
7.29	Supply Storage	40	1	40		1	40		1	40		1	40	
	Sub-total			674	0		815	0		1,081	0		1,177	0

Space	Component	Unit Size	C	urrent Need	k	2	015 Need		Ż	2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Total I	Net Square Feet			1,680	8		2,805	16		3,627	21		4,077	24
x Depa	rtment Circulation Factor			1.35			1.35			1.35			1.35	
Total I	Net Occupiable Square Feet			2,268			3,787			4,896			5,504	
Notes:														
	onference Room,for the Office tites - Courts".	of Parenta	al Repre	sentation,	which	can also	be used f	or con	tinuing e	ducation,	is inclu	ded in "4	11A. Buildir	וg

8. LAW	LIBRARY													
Space	Component	Unit Size	Cu	urrent Need	1	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	расе													
8.01	Law Library Director	216	1	216	1	1	216	1	1	216	1	1	216	1
8.02	Law Library Manager	180	1	180	1	1	180	1	1	180	1	1	180	1
8.03	Law Library Supervisor	102	2	204	2	2	204	2	3	306	3	3	306	3
8.04	Law Librarian	102	6	612	6	6	2,921	6	7	714	7	8	816	8
8.05	Technical Library Supervisor / Staff	120	2	240	2	2	240	2	3	360	3	4	480	4
8.06	Law Library Specialist	102	1	102	1	0	0	0	0	0	0	0	0	0
8.07	Attorney III (1)	150	3	450	3	8	1,200	8	15	2,250	15	17	2,550	17
8.08	Bilingual Paralegal	102	0	0	0	4	408	4	6	612	6	9	918	9
8.09	Records Analyst Associate	102	2	204	2	2	204	2	3	306	3	3	306	3
8.10	Interpreter	102	5	510	5	5	510	5	7	714	7	8	816	8
	Sub-total			2,718	23		3,774	31		5,658	46		6,588	54
Suppo	rt Space													
8.11	Reference Desk	200	1	200		1	200		1	200		1	200	
8.12	Public Computer Reference Terminal Carrel	26	4	104		4	104		4	104		4	104	
8.13	Public Computer Carrel	26	10	260		10	260		10	260		10	260	
8.14	Public Research / Laptop Carrel	26	6	156		6	156		6	156		6	156	
8.15	Public Research Table	60	2	120		2	120		2	120		2	120	
8.16	Reference Public Printer / Scanner Station	20	1	20		2	40		2	40		2	40	
8.17	Pro Bono Attorney	150	3	450		4	600		5	750		6	900	
8.18	Attorney Conference Room	350	6	2,100		6	2,100		6	2,100		6	2,100	

8. LAW	LIBRARY (CONTINUED)													
Space	Component	Unit Size	C	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Suppo	rt Space (Continued)													
8.19	Library Stacks - Half-Height Shelving Units	18	30	540		30	540		30	540		0	0	
8.20	Library Stacks - Full-Height Shelving Units	18	40	720		40	720		40	720		40	720	
8.21	Staff Coffee Bar	40	1	40		1	40		1	40		1	40	
8.22	Self-Help Reception / Public Counter	60	1	60		1	60		1	60		1	60	
8.23	Self-Help Reception Counter Queuing	48	1	48		1	48		1	48		1	48	
8.24	Self-Help Public Waiting	-	1	225		1	240		1	255		1	270	
8.25	Self-Help Book Shelving Unit	9	5	45		5	45		5	45		5	45	
8.26	Public / Attorney Computer Terminal	20	20	400		22	440		25	500		27	540	
8.27	Self-Help Public Printer / Scanner Station	20	3	60		3	60		4	80		4	80	
8.28	Public Copier	40	2	80		2	80		2	80		2	80	
8.29	Clinic Area	750	1	750		1	750		1	750		1	750	
	Sub-total			6,378	0		6,603	0		6,848	0		6,513	0
Suppo	rt Space - Information Booth													
8.30	Information Booth (1)	240	1	240	2	1	240	2	1	240	2	1	240	2
	Sub-total			240	2		240	2		240	2		240	2

#### 8. LAW LIBRARY (CONTINUED)

8. LAW	LIBRARY (CONTINUED)													
Space	Component	Unit Size	C	urrent Need	k	Ĩ	2015 Need	•		2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Total I	Net Square Feet			9,336	25		10,617	33		12,746	48		13,341	56
x Depa	rtment Circulation Factor			1.30			1.30			1.30			1.30	
Total I	Net Occupiable Square Feet			12,137			13,802			16,570			17,343	
Notes:														
(1) An	Information Booth should be lo	cated in e	ach Cou	ırts buildin	ig (Crin	ninal, Civ	vil, and HN	vis).			-			

9. DISP	UTE RESOLUTION CENTER													
Space	Component	Unit Size	Cı	urrent Need	k	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staf
Staff S	pace													
9.01	Executive Director	240	1	240	1	1	240	1	1	240	1	1	240	
9.02	Business Staff	120	1	120	1	1	120	1	1	120	1	1	120	
9.03	Training Services	180	1	180	1	1	180	1	1	180	1	1	180	
	Sub-total			540	3		2,921	3		540	3		540	~ )
Suppor	rt Space													
9.04	Public Counter	40	1	40		1	40		1	40		1	40	
9.05	Lobby / Waiting	165	2	330		2	330		2	330		2	330	
9.06	Small Conference Room	200	1	200		1	200		1	200		1	200	
9.07	Intake /Case Management	500	1	500		1	500		1	500		1	500	
9.08	Volunteer Room	120	1	120		1	120		1	120		1	120	
9.09	Medation Room (Large)	450	2	900		2	900		2	900		2	900	
9.10	Medation Room (Medium)	300	2	600		2	600		2	600		2	600	
9.11	Medation Room (Small)	120	3	360		3	360		3	360		3	360	
	Sub-total			3,050	0		3,050	0		3,050	0		3,050	(
Total I	Net Square Feet			3,590	3		3,590	3		3,590	3		3,590	3
x Depa	rtment Circulation Factor			1.35			1.35			1.35			1.35	
Total I	Net Occupiable Square Feet			4,847			4,847			4,847			4,847	
Notes:														
(1) An	Information Booth should be lo	cated in e	each Cou	rts buildin	g (Crin	ninal, Civ	vil, and HN	√IS).	1	<u> </u>	1	<u> </u>		

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10. SHI	ERIFF - TRANSPORT AND STAGIN	NG												
Space	Component	Unit Size	C	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Court Holding / Transfe	r												
10.01	Lieutenant	150	1	150	1	1	150	1	1	150	1	1	150	1
10.02	Sergeant	64	1	64	1	1	64	1	1	64	1	1	64	1
10.03	Office Specialist	64	1	64	1	1	64	1	1	64	1	1	64	1
10.04	Extradition Officer	64	1	64	1	1	2,921	1	1	64	1	1	64	1
10.05	Field Training Officer	64	1	64	1	1	64	1	1	64	2	1	64	2
10.06	Officer	0	0	0	10	0	0	12	0	0	15	0	0	18
	Sub-total			406	15		406	17		406	21		406	24
Suppo	rt Space - Central Court Holdin	g (1)												
10.07	Vehicular Sallyport	400	1	400		1	400		1	400		1	400	
10.08	Secure Pedestrian Sallyport	100	1	100		1	100		1	100		1	100	
10.09	Male Holding Cell - Group Cell	150	2	300		2	300		3	450		3	450	
10.10	Female Holding Cell - Group Cell	150	1	150		1	150		1	150		1	150	
10.11	Prisoner Restroom	50	2	100		2	100		2	100		2	100	
10.12	Janitor's Closet	40	1	40		1	40		1	40		1	40	
	Sub-total			1,090	0		1,090	0		1,240	0		1,240	0
Notes:	·													
(1) Ho	ding Capacity in the Central Co	urt Holdir	ng Area:		1									
	Male Capacity			8			8			12			12	
	Female Capacity			4			4			4			4	
	Total Capacity			12			12			16			16	

10. SHI	RIFF - TRANSPORT AND STAGIN	IG (CONTI	NUED)											
Space	Component	Unit Size	C	urrent Neec	l	2	015 Need		2	2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff S	pace - Courthouse Security													
10.13	Lieutenant	150	1	150	1	1	150	1	1	150	1	1	150	1
10.14	Sergeant	64	0	0	2	0	0	2	0	0	3	0	0	3
10.15	Certified Peace Officer	0	0	0	25	0	0	29	0	0	36	0	0	43
10.16	Security Coordinator	64	2	128	5	2	128	5	3	192	7	3	192	8
10.17	Field Training Officer	64	1	64	2	1	64	3	1	64	3	2	128	4
	Sub-total			342	35		342	40		406	50		470	<b>59</b>
Suppo Screen	rt Space - Courthouse Security ing and Control Room (2)	- Public												
10.18	Public Entrance Security Queuing	360	1	360		1	360		1	360		1	360	
10.19	Gun Locker	40	1	40		1	40		1	40		1	40	
10.20	Magnetometer / Screening	60	2	120		3	180		3	180		3	180	
10.21	X-Ray Machine	120	1	120		2	240		2	240		2	240	
10.22	Search Area	40	1	40		1	40		1	40		1	40	
10.23	Central Control Room (3)	200	1	200		1	200		1	200		1	200	
10.24	Security Electronics	200	1	200		1	200		1	200		1	200	
10.25	On-Site Arrest Area	100	1	100		1	100		1	100		1	100	
	Single Building Sub-total			1,180	0		1,360	0		1,360	0		1,360	0

#### 10. SHERIFF - TRANSPORT AND STAGING (CONTINUED)

Space	Component												2025 NI-	
NO.		Unit Size	C	urrent Need	d	2	015 Need		4	2025 Need			2035 Need	
		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Courtho	ouse Security Staff Support													
10.26	ID Officer Work Room	100	1	100		1	100		1	100		1	100	
10.27	Report Work Area	100	1	100		1	100		1	100		1	100	
	Muster Room / Staff Break Room	300	1	300		1	300		1	300		1	300	
10.29	Locker Room	6	32	192		34	204		37	222		40	240	
10.30	Staff Restroom	120	2	240		2	240		2	240		2	240	
10.31	Staff Shower	40	2	80		2	80		2	80		2	80	
	Sub-total			1,012	0		1,024	0		1,042	0		1,060	0
Total N	let Square Feet			4,030	50		4,222	57		4,454	71		4,536	83
x Depar	rtment Circulation Factor			1.50			1.50			1.50			1.50	
Total N	let Occupiable Square Feet			6,045			6,333			6,681			6,804	
Notes:														
(2) Cour room.	rthouse security assumes secu	rity and p	ublic scr	eening for	two co	ourts bui	ldings, ea	ich wit	h a single	e public en	itrance	and Cen	tral Contro	Ы

11. BU	ILDING SUPPORT													
Space	Component	Unit Size	Cı	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Mainte	enance / Engineering													
11.01	Maintenance / Engineering Office	120	1	120	1	1	120	1	1	120	1	1	120	1
11.02	Work Shop	400	1	400		1	400		1	400		1	400	
11.03	Storage	600	1	600		1	600		1	600		1	600	
11.04	Staff Locker (1)	6	14	84	14	16	2,921	16	18	108	18	20	120	20
11.05	Break Room (2)	250	1	250		1	250		1	250		1	250	
11.06	Staff toilets m/f	120	1	120		1	120		1	120		1	120	
	Sub-total			1,454	15		1,466	17		1,478	19		1,490	21
Custod	lial													
11.07	Custodial Office	120	1	120	1	1	120	1	1	120	1	1	120	1
11.08	Custodial Bulk Storage	600	2	1,200		2	1,200		2	1,200		2	1,200	
11.09	Janitor Closet (3)(4)	60	8	480		10	600		11	660		12	720	
11.10	Staff Locker (1)	6	10	60	10	12	72	12	13	78	13	14	84	14
11.11	Break Room (2)	250	1	250		1	250		1	250		1	250	
	Sub-total			2,110	11		2,242	13		2,308	14		2,374	15
Other	Building Support													
11.12	Lobby (not including screening/queue) (6)	3,000	1	3,000		1	3,000		1	3,000		1	3,000	
11.13	Lobby Information Counter	200	1	200		1	200		1	200		1	200	
11.14	Escalators (pair) x 3 floors (5)	240	3	720		3	720		3	720		3	720	
11.15	Loading Dock (8)	1,500	1	1,500		1	1,500		1	1,500		1	1,500	
11.16	Package Screening at Loading Dock	400	1	400		1	400		1	400		1	400	

11. BU	ILDING SUPPORT (CONTINUED)													
Space	Component	Unit Size	С	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Other	Building Support (Continued)													
11.17	Trash Compactor/ Recycling (9)	750	1	750		1	750		1	750		1	750	
11.18	Mail Room (7)	250	1	250		1	250		1	250		1	250	
11.19	Floor Deputy Station	60	8	480		8	480		8	480		8	480	
11.20	NOC (Network Operations Center) (10)	300	1	300		1	300		1	300		1	300	
11.21	IT Deployment Offices	50	1	50		1	50		1	50		1	50	
11.22	MDF Room	200	1	200		1	200		1	200		1	200	
11.23	IDF Closet (4)	120	8	960		10	1,200		11	1,320		12	1,440	
	Sub-total			8,810	0		9,050	0		9,170	0		9,290	0
Total	Net Square Feet			12,374	26		12,758	30		12,956	33		13,154	36
	artment Circulation Factor			1.35			1.35			1.35			1.35	
Total	Net Occupiable Square Feet			16,705			17,223			17,491			17,758	
Notes:														
(1)	Half-height lockers		(6)	Security s	creenii	ng/publi	c queue ii	n Sheri	ff progra	Im section				
(2)	Accommodate 8 people		(7)				· ·							
(3)	Storage, sink, floor drain		(8)	Includes x-ray machine, sorting tables, roller basket storageEnclosed garage, Includes dock manager office and space for 2 semi tractor trailers										
(4)	Assumes 1 per floor and 8-12 floors		(9)	Includes 1 (120 sf)	L comp	actor (5	00Sf), spa	ce for	sorting b	ins and se	parate	recylclin	g storage ro	oom
(5)	Assumes 3 floors		(10)	Sheriff Ce Center sh	ntral C ould b	ontrol R e co-loca	oom (10.2 ated	23), Bu	ilding Su	pport NOC	C (11.20	)) and Fir	re Comman	d

12. BU	LDING AMENITIES													
Space	Component	Unit Size	Cι	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Shared	l Support Space													
12.01	Large Conference / Multi- Purpose Room (1)	2,800	1	2,800		1	2,800		1	2,800		1	2,800	
12.02	Vending Area (1)	200	1	200		1	200		1	200		1	200	
12.03	Café / Meal Service	3,600	1	3,600		1	3,600		1	3,600		1	3,600	
12.04	Shared Staff Break Room (2)	500	2	1,000		3	2,921		4	2,000		5	2,500	
12.05	Shared Staff Exercise Room (3)	300	1	300		1	300		1	300		1	300	
12.06	Shared Staff Shower and Locker Room (3)	250	2	500		2	500		2	500		2	500	
Civil Co	ourt Judiciary													
12.07	Conference / Multi-Purpose Room (4)	1,800	1	1,800		1	1,800		1	1,800		1	1,800	
12.08	Judicial Fitness Center	500	1	500		1	500		1	500		1	500	
Office	of Child Representation													
12.09	Large Conference Room (1) (4)	600	1	600		1	600		1	600		1	600	
Office	of Parental Representation													
12.10	Large Conference Room (5)	750	2	1,500		2	1,500		2	1,500		2	1,500	
Sheriff	- Central Booking													
12.11	Staff Exercise Room	300	1	300		1	300		1	300		1	300	
Childre	en's Waiting Center													
12.12	Secure Reception Check-in	75	1	75		1	75		1	75		1	75	
12.13	Waiting Area	50	1	50		1	50		1	50		1	50	
12.14	Play Area - Infant & Toddler	75	10	750		10	750		10	750		10	750	

12. BUI	LDING AMENITIES (CONTINUED	))												
Space	Component	Unit Size	Cu	urrent Need	ł	2	015 Need			2025 Need			2035 Need	
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Childre	n's Waiting Center (Continued	)												
12.15	Play Area - Kindergarten +	75	24	1,800		24	1,800		24	1,800		24	1,800	
12.16	Director's Office	120	1	120		1	120		1	120		1	120	
12.17	Volunteer Coordinator	120	1	120		1	120		1	120		1	120	
12.18	Staff Restroom	50	2	100		2	100		2	100		2	100	
Total I	Net Square Feet			16,115	0		16,615	0		17,115	0		17,615	0
	rtment Circulation Factor			1.35			1.35			1.35			1.35	
Total I	Net Occupiable Square Feet			21,755			22,430			23,105			23,780	
Notes:														
Large of the states of the sta	onference rooms with a minim ections of the space program.	um capac	ity seati	ng 16 or m	ore are	e include	ed in this	Buildin	g Ameni	ties sectio	n, exce	pt where	e noted in t	:he
accom	conference/multi-purpose roo modate Jury Panel Waiting as a Conference Room.	ms are as priority, a	sumed t and othe	to be share er function	ed build s such	ling-wid as confe	e. The La rencing a	rge Co s need	nference ed. The	e/Multi-Pu Vending A	rpose F rea sho	Room sho ould be p	ould be flex roximate t	(ible to he the
are alre	red Staff Break Rooms assumed eady included in most program bove in this section.	d to be pro compone	ovided t ents with	hroughout at least 2	the fa 0 staff,	cility a ra and tho	atio of on se break r	e 18-pe rooms	erson bre are subti	eak room   racted fror	per 100 m the t	) staff. N otal Shar	lany break ed Break R	rooms ooms
	red Staff Exercise and Shower/ s to be determined in Phase II o			red by all o	courts,	and ass	umes one	per bu	uilding ar	nd two tot	al cour	ts buildir	ngs, subject	t to
(4) The	Civil Court Judicial Conference	/Multi-Pu	rpose R	oom is pla	nned p	rimarily	as a Judic	ial Boa	rd Room	ns, but ma	y be sh	ared buil	ding-wide.	
(5) Incl diagrar	udes space for overflow seating ns.	g, A/V equ	uipment	and furnit	ure as	needed.	Refer to	the Sp	ace Layo	out Append	dix for a	additiona	al detail and	b

13. AG IV-D ASSOCIATE JUDGE'S COURT SUPPORT														
Space	Component	Unit Size	Current Need			2015 Need			2025 Need			2035 Need		
NO.		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Distric	t Court and Attorney General's	Offices												
13.01	District Clerk Office	120	1	120		1	120		1	120		1	120	
13.02	DMS Program	110	1	110		1	110		1	110		1	110	
13.03	Storage Closet	80	1	80		1	80		1	80		1	80	
13.04	Testing Office / Lab	95	1	95		1	2,921		1	95		1	95	
13.05	AG Office	320	1	320		1	320		1	320		1	320	
13.06	AG Negotiation Area	745	1	745		1	745		1	745		1	745	
13.07	Break Room	140	1	140		1	140		1	140		1	140	
	Sub-total			1,610	0		1,610	0		1,610	0		1,610	0
Total Net Square Feet				1,610	0		1,610	0		1,610	0		1,610	0
x Department Circulation Factor				1.35			1.35			1.35			1.35	
Total Net Occupiable Square Feet				2,174			2,174			2,174			2,174	
Notes:														
IV-D Co (includ	ourtrooms (includng courtroom ing support staff and ancillary s	ancillary space) is ir	space w	ith prisone in "Civil Co	er hold ourt - Ju	ing) are i udiciary"	included i	in "Civi	l Courts	- Courtroo	ms", ai	nd Judici	al Chambe	rs

NO. Staff Spi			Current Need			2015 Need			2025 Need			2035 Need		
		NOSF	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff	Quan.	NOSF	Staff
Staff Space														
14.01	Section Chief	180	1	180	1	1	180	1	1	180	1	1	180	1
14.02	Attorney (1)	120	4	480	4	6	720	6	6	720	6	8	960	8
14.03	Support Staff	64	1	64	1	2	128	2	2	128	2	2	128	2
	Sub-total			724	6		2,921	9		1,028	9		1,268	11
Staff Sp	ace													
14.04	Work Room	80	1	80		1	80		1	80		1	80	
14.05	Lateral Files (2)	9	1	9		1	9		1	9		1	9	
14.06	Witness Waiting	120	1	120		1	120		1	120		1	120	
	Large Mediation Conference Room	350	1	350		1	350		1	350		1	350	
	Small Mediation Conference Room	200	2	400		2	400		2	400		2	400	
14.09	Discovery Review Area (3)	150	1	150		1	150		1	150		1	150	
	Sub-total			1,109	0		1,109	0		1,109	0		1,109	0
Total N	let Square Feet			1,833	6		2,137	9		2,137	9		2,377	11
x Department Circulation Factor				1.35			1.35			1.35			1.35	
Total Net Occupiable Square Feet				2,475			2,885			2,885			3,209	
Notes:														
(1) Attor	rney Office space is sized as la	rge cubicle	e, but sh	ould be co	ombine	d into pi	rivate offi	ces size	ed large	enough to	contai	n 2 attor	ney's each	