



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 22, 2014

**Prepared By/Phone Number:** Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765

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

**Commissioners Court Sponsor:** Judge Samuel Biscoe

**Agenda Language:** Discuss and take appropriate action on request to authorize Purchasing Agent to issue Request for Qualifications (RFQ) for Professional Engineering and Architectural Services for the New Medical Examiner's Office and take appropriate action.

- **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 and draft Professional Services Agreement (PSA) is for the procurement of professional architectural and engineering services required for the development of documents for the design and constructions of the new Medical Examiner's Office, as outlined below in an excerpt from the RFQ Scope of Services.

The initial design will be based on the 2035 growth projections with planned expansion capability for additional design to year 2045. A new building, approximately 51,250 Gross Square Feet is based upon growth projections detailed in the report by Crime Lab Design, Inc., performed in the Planning Phase Architectural and Engineering Services for Regional Medical Center in October of 2011.

The building will be designed to maximize operations in accordance with the current National Association of Medical Examiners and the American Board of Forensic Toxicology accreditation standards. The new building will be constructed on a vacant site currently owned by Travis County, adjacent to the current STAR Flight facility at 7800 Old Manor Road, Austin, Texas 78724.

Upon the Court's approval, the RFQ will be issued and using the evaluation criteria outlined in the RFQ, the Evaluation Committee will review, evaluate and score the responses.

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

Respondents to the RFQ should have demonstrated expertise in the design and construction of Medical Examiner and Forensic facilities.

Staff request approval of the RFQ including the Scope of Services and authorization for RFQ issuance by the Purchasing Agent.

REQUESTED ACTION:

\_\_\_\_\_ Approved      \_\_\_\_\_ Disapproved

---

Judge Samuel T. Biscoe

Date



# TRAVIS COUNTY PURCHASING OFFICE

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

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

April 23, 2014

You are invited to submit your Qualifications Statements in accordance with the instructions in this Request for Qualifications (RFQ) #Q1402-008-AG, Professional Architectural/Engineering Services for a NEW MEDICAL EXAMINER'S OFFICE BUILDING. **An original Qualifications Statement and six (6) copies** must be submitted to the Travis County Purchasing Agent, 700 Lavaca Street, Ste. 800, Austin, Texas, no later than **3:00 p.m. MAY 14, 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.

**An optional pre-proposal conference will be held for this project on April 30, 2014 at 10:00 a.m., Purchasing Office Conference Room, 700 Lavaca Street, Ste. 800, Austin, Texas.**

**FOR ANY INFORMATION RELATED TO THIS RFS, THE RESPONDENT MAY CONTACT ONLY JESUS ANGEL GOMEZ, PURCHASING AGENT ASSISTANT; OR MARVIN BRICE, CPPB, ASSISTANT PURCHASING AGENT. POTENTIAL RESPONDENTS ARE REQUESTED TO NOT DIRECT ANY INQUIRIES REGARDING THIS RFQ TO ANY OTHER COUNTY STAFF. ANY SUCH CONTACT MAY RESULT IN DISQUALIFICATION FROM THE PROCUREMENT PROCESS FOR THESE SERVICES.**

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

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

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

**REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES  
FOR A NEW MEDICAL EXAMINER'S OFFICE BUILDING  
RFQ #Q1402-008-AG  
DO NOT OPEN IN MAILROOM**

Further information may be obtained by calling the Purchasing Office at (512) 854-9700.

Sincerely,

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

**REQUEST FOR QUALIFICATIONS (RFQ)  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR A  
NEW MEDICAL EXAMINER'S OFFICE BUILDING**

<b><u>TABLE OF CONTENTS</u></b>		<b><u>PAGE</u></b>
<b><u>PART I</u></b>	<b><u>GENERAL INFORMATION</u></b>	2-6
	1.0 REQUEST FOR QUALIFICATIONS STATEMENT	2
	2.0 THE PROJECT	2
	3.0 SCOPE OF SERVICES	2
	4.0 REQUIREMENTS FOR STATEMENT	2-3
	5.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)	3
	6.0 STATEMENT EVALUATION	3
	7.0 OTHER CONDITIONS	4-6
<b><u>PART II</u></b>	<b><u>PROFESSIONAL SERVICES</u></b>	7-14
This entire section will become <u>Appendix A, Scope of Services</u> , to the Professional Services Agreement.		
<b><u>PART III</u></b>	<b><u>RFQ ATTACHMENTS</u></b>	15-81
	ATTACHMENT 1 PROFESSIONAL SERVICES QUESTIONNAIRE	16-24
	ATTACHMENT 2 HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS AND DETERMINATION OF GOOD FAITH EFFORT	25
	ATTACHMENT 3 ETHICS AFFIDAVIT	29
	EXHIBIT A KEY CONTRACTING PERSONS LIST	30-31
	ATTACHMENT 4 STATEMENT INFORMATION AFFIDAVIT	32
	ATTACHMENT 5 STATEMENT EVALUATION ITEMS	33-34
	EXHIBIT A MINIMUM STAFF AND EXPERIENCE LEVELS	35
	ATTACHMENT 6 DRAFT PROFESSIONAL SERVICES AGREEMENT	36-80

**REQUEST FOR QUALIFICATIONS (RFQ)  
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR  
NEW MEDICAL EXAMINER'S OFFICE BUILDING**

**PART I - GENERAL INFORMATION**

**1.0 REQUEST FOR QUALIFICATIONS STATEMENT**

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

**2.0 THE PROJECT**

For purposes of this RFQ, the "Project" shall mean the Architectural and Engineering design of a New Medical Examiner's Office Building.

**3.0 SCOPE OF SERVICES**

Refer to Part II of this RFQ.

**4.0 REQUIREMENTS FOR STATEMENT**

- 4.1 Statements submitted in response to this RFQ shall include the completed Professional Services Questionnaire (Attachment 1) and any other information supplemental to the questionnaire, which will aid in the evaluation. The questionnaire shall be filled out completely. No modifications may be made to the wording of the questions. Statements submitted with questionnaires that are incomplete, inaccurate, or which have been altered may be subject to rejection.
- 4.2 Respondents may submit Qualifications Statements as individual firms or as Joint Ventures, provided that all Joint Venture firms be engaged in the actual performance of professional Architectural/Engineering services (requiring a registered professional on staff), where these activities are defined as basic services in the Draft Professional Services Agreement (Attachment 7).
- 4.3 Respondents must produce a CPM (Critical Path Method) detailing the phases of service for the accomplishment of the Project. The schedule shall include activities to be performed by the Consultant for purposes of providing reports, obtaining approvals and preparing for reviewing periods. The schedule will be used as a planning tool by the County and the Consultant to coordinate all phases of service leading up to the issue of the construction documents for bidding.

Note: Duration of Design Phases is **270** calendar days, not including County review time at the end of each phase.

- 4.4 The Qualifications Statement shall include an organizational chart showing the organizational structure of the Project, a single point of contact with the County, and a general explanation describing project leadership and reporting responsibilities.
- 4.5 The Statement shall include the name, address and telephone number of the Respondent or the person in the Respondent's organization who is authorized to negotiate contract terms and render binding decisions on contract matters.
- 4.6 The County, at its sole discretion, expressly reserves the right to request any additional information from a Respondent that is deemed relevant to this RFQ. All responses in the Statement will be reviewed for accuracy and Respondent(s) may be required to provide additional information in support of those Statements. Statements, which cannot be verified as to accuracy, may be discounted in the evaluation process.

#### **5.0 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS**

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 sub consulting 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.

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

#### **6.0 STATEMENT EVALUATION**

- 6.1 The Travis County Purchasing Agent, the Director of Facilities Management, and their staffs will review all responsive Qualifications Statements received from eligible Respondents with respect to the evaluation factors outlined in the Statement Evaluation Items form (Attachment 6).
- 6.2 Responding firms may be requested to make an oral presentation to the Travis County Commissioners Court (the "Commissioners Court"), the Purchasing Agent, the Director of Facilities Management Department, 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, which may be required by the County, shall be borne solely by the Respondent.
- 7.2 The Respondent shall provide a Statement that it will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin and that said firm(s) 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 The respondent shall provide a Statement indicating compliance by all Prime firms with the Travis County Ethics Policy.

### 7.4 DEFINITIONS:

7.4.1 The term “Agreement” means the Professional Services Agreement awarded pursuant to this Request for Qualifications, including any and all attachments, exhibits, appendices and other documents incorporated therein by reference.

7.4.2 The Facilities Management Department, (“FMD”) means the County department that acts as staff to the Commissioners Court.

7.4.3 The Information and Telecommunications Department, (“ITS”) means the County department acts as staff to the Commissioners Court on data, telecommunications and technology matters.

7.4.4 The Travis County Purchasing Office (“TCPO”) means the Office of the Travis County Purchasing Agent, who is responsible for supervising procurements made by the County. The Purchasing Agent reports to the Purchasing Board.

7.4.5 The Travis County Department of Emergency Services (“TCDES”) means the County department acts as staff to the Commissioners Court.

7.4.6 The Travis County Medical Examiner’s Office (“TCMEO”) means the Office of the Travis County Medical Examiner. The Medical Examiner reports to the Office of Emergency Management Services.

- 7.5 FORFEITURE OF AGREEMENT. The CONSULTANT shall forfeit all benefits of this Agreement and the COUNTY shall retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (a) The CONSULTANT was doing business with one or more Key Contracting Persons at the time of execution of this Agreement or had done business during the 365-day period immediately prior to the date it is executed ; or

- (b) The CONSULTANT does business with a Key Contracting Person after the date of execution of this Agreement and prior to full performance of it.

“Was doing business” and “does business” shall mean:

- (i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
- (ii) 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;
- (iii) but does not include:**
- (a) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- (b) 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 Respondent in the ordinary course of its business; and
- (c) a transaction for a financial service or insurance coverage made on behalf of Respondent if Respondent is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

- 7.6 Pursuant to V.T.C.A. Local Government Code 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, whether or not 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 state his compliance 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 5) that all information provided in the Qualifications Statement or in discussions with the Commissioners Court or staff is true and accurate to the knowledge of Respondent(s).
- 7.11 If required by Chapter 176, Texas Local Government Code, the Respondent shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Respondent shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Respondent shall submit an updated Questionnaire. The 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 **RFQ DOCUMENTS WHICH MUST BE COMPLETED AND RETURNED WITH THE QUALIFICATIONS STATEMENT ARE:**

**ATTACHMENT 1 PROFESSIONAL SERVICES QUESTIONNAIRE**

**ATTACHMENT 2 HUB DECLARATION AND LIST OF CERTIFIED HUB  
SUBCONSULTANTS**

**ATTACHMENT 3 DETERMINATION OF GOOD FAITH EFFORT**

**ATTACHMENT 4 ETHICS AFFIDAVIT**

**EXHIBIT A KEY CONTRACTING PERSONS LIST**

**ATTACHMENT 5 STATEMENT INFORMATION AFFIDAVIT**

**PART II**  
**PROFESSIONAL ARCHITECTURE/ENGINEERING SERVICES**  
**NEW MEDICAL EXAMINER OFFICE BUILDING**  
**SCOPE OF SERVICES**

**1.0 THE PROJECT**

- 1.1 A new building, approximately 51,250 GSF, will house the Medical Examiner's Office (MEO) through the year 2045, based upon growth projections detailed in an October 2011 report by Crime Lab Design. The initial design will be based on the 2035 growth projections with planned expansion capability to year 2045. The building will be designed to operate in accordance with the current National Association of Medical Examiners (N.A.M.E.) and the American Board of Forensic Toxicology (ABFT) accreditation standards. The new building will be constructed on a vacant site owned by Travis County adjacent to the STAR Flight facility at 7800 Old Manor Rd., Austin, Texas 78724.
- 1.2 The Travis County Medical Examiner's Office was established in 1977 and was N.A.M.E. certified in 2008. In 1996 the MEO moved to the present building at 1213 Sabine Street which was purpose-built to accommodate support staff and facilities for three pathologists. The 14,410 GSF, three-story building includes a morgue, toxicology lab and administrative offices. The facility does not include a crime lab as those services are provided by city and state crime labs located in Austin. The current five pathologists and supporting staff have outgrown the downtown facility and the need for more space is further hampered by the small building footprint on a restricted site.
- 1.3 Information to be provided by the County to the selected Consultant is listed below. The Consultant shall review the provided information upon receipt and confirm the applicability of the information with the County. Notify the County of discrepancies or the need for additional information.
  - 1.3.1 Site survey and geotechnical report,
  - 1.3.2 Needs Analysis and Financial Feasibility Study, by Crime Lab Design, dated October 31, 2011
  - 1.3.3 County Space Standards
  - 1.3.4 County Standards for MDF & IDF Rooms (i.e. ITS communications network standards).
  - 1.3.5 Plans and specifications for the current MEO building.

**2.0 ARCHITECTURE/ENGINEERING SCOPE OF SERVICES**

- 2.1 The Consultant's Basic Services shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the project requirements, in accordance with governing codes and regulations and using the best industry practices. The Consultant will manage and coordinate work among the architecture/engineering disciplines to ensure that complete system designs are provided.

- 2.2 Architectural and engineering design, required construction drawings, specifications, calculations, regulatory documents, construction contract administration and project record drawings will constitute the Consultant's Basic Services. Basic services also include design and preparation of bid package(s) for FF&E. These will constitute the Consultant's Work Product and may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project. The phases of service which the Consultant will provide include: Pre-Design (including Planning and Programming), Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Contract Administration (which spans Construction, Transition, Warranty, and LEED Certification phases.)
- 2.3 The Architecture/Engineering (A/E) disciplines and specialty sub-consulting services to be provided by the Consultant will include the following and, at Consultant's discretion, may include others. These may be provided directly by the Consultant, as appropriate to professional qualifications, or may be contracted to sub-consultants.
  - 2.3.1 Architecture
  - 2.3.2 Interior Design
  - 2.3.3 Forensic Pathology, Toxicology and related Consultants
  - 2.3.4 Civil Engineering
  - 2.3.5 Structural Engineering
  - 2.3.6 Mechanical, Electrical, Plumbing (MEP) Engineering
  - 2.3.7 Fire Protection Engineering
  - 2.3.8 Acoustical, A/V, and Data/Communications Systems Consultants
  - 2.3.9 Security Consultant
  - 2.3.10 Vertical Transportation Consultant (if a multi-story building)
  - 2.3.11 Landscape Architecture
  - 2.3.12 LEED Consultant
  - 2.3.13 Registered Accessibility Specialist (RAS)
- 2.4 Consultant will be responsible for the following within Basic Services:
  - 2.4.1 Pre-design programming and planning, code and regulatory analysis.
  - 2.4.2 Project architectural and engineering design for sustainability, in accordance with the Travis County Green Building Policy, to incorporate sustainable and energy efficient design elements to achieve LEED Silver certification, at a minimum, using the version of LEED which is current at the time of Project LEED registration. The Project will seek formal LEED certification and the Consultant will be responsible to formally track LEED credits and submit all required documentation for the LEED process until the certification is completed. Minimum required level is LEED Silver but reasonable attempt, in coordination with the County, shall be made to achieve LEED Gold.
  - 2.4.3 Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. Participate in a cost reconciliation process with the County at the time of submittal of each of these estimates and make any adjustments needed to keep the project within the approved budget.

- 2.4.4 Cooperate with the County to evaluate value engineering options as advisable or as needed for project budget and scope management.
- 2.4.5 Provide Total Cost of Ownership (TCO) study for the HVAC systems.
- 2.4.6 Cooperate and provide assistance as needed to the Independent Commissioning Agent retained by the County. Review and respond in a timely manner to analysis prepared by the Independent Commissioning Agent.
- 2.4.7 Coordinate and obtain regulatory plan review and construction permit approvals.
- 2.4.8 Programming and design of data and communications systems in accordance with Project needs and County ITS standards including locations of all data-communications outlets (SIO's), network cabling, MDF and IDF spaces, special power, grounding and environmental requirements. Incorporate County ITS standards in the Consultant's construction documents.
- 2.4.9 Programming and design of security systems in coordination with the County.
- 2.4.10 Programming and design of forensic pathology, morgue and toxicology equipment, spaces and infrastructure.
- 2.4.11 FF&E design and preparation of associated bid packages.

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

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

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

- 4.1 Consultant shall provide design phase services encompassing Schematic Design, Design Development and Construction Documents which completely describe the work. Coordinate the Project design among all the architecture and engineering disciplines involved. Provide documents for County review and action at the end of each design phase prior to proceeding with the next design phase.

- 4.2 Present the schematic design to the stakeholders as identified by the FMD Project Manager. Following these meetings present the schematic design to the Commissioners Court during the designated Tuesday Voting Session. During the schematic design presentations, key elements of the design will be explained and the Consultant will answer questions and aid the users in understanding all critical aspects of the design.
- 4.3 The Consultant will provide a secure FTP site for sharing project information with the County.
- 4.4 The approved budget will be established by the County. The Consultant will be responsible for a final design that can be built within this approved budget. Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. The estimates of probable cost will be in a detailed break-down format, following 48 division CSI format, as necessary for evaluation, along with methodology documentation. The County will monitor the cost and design progress, but such monitoring will in no way relieve the Consultant from the responsibility for producing a design within the approved budget.
- 4.5 Provide a cost estimate for the Project FF&E items.
- 4.6 Provide design phase services to achieve the LEED design goals and comply with the LEED certification process. The Consultant will register the project with USGBC, and develop the information needed for this registration. Using a LEED scoring matrix or other tracking tool, the Consultant will monitor how the evolving Project design solutions comply with various LEED credits. The Consultant will provide life-cycle cost or other value analysis to the County to use in evaluating solutions for their operational and environmental benefits in relation to initial construction cost. At the appropriate point in the Project, the Consultant will prepare and submit to USGBC the preliminary submission for LEED certification. Upon receipt of the USGBC "Preliminary LEED Review", the Consultant will notify the County of the status of the Project relative to LEED certification goals and consider, together with the County, if any alternative design options need to be explored.
- 4.7 Submit all regulatory and utility agency submittals including site development permit application, Comcheck forms and energy conformance calculations, building permit application, and utility service applications for use by the County and for regulatory agency review and approval. The Consultant will obtain regulatory review and approval, including payment of application and review fees, attend meetings with the regulatory agencies and respond to review comments as necessary to obtain the building permit. The Contractor will be responsible for payment and pick-up of permits after the Consultant has obtained approval for the permits.
- 4.8 "Construction Documents" shall mean plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by the Consultant for the Project. These shall become the property of the County. The Consultant shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination, as provided for in the Professional Services Agreement. The Consultant shall have the right to retain copies for record.

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

- 4.9.1 One full-sized set and one-half size set of prints plus PDF files enabled for review mark-up for each design review submittal at the end of the Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents.
- 4.9.2 One unbound set of 100% complete full size construction drawings, photo-statically plotted on bond paper with one unbound set of the final specifications.
- 4.9.3 One copy of the electronic drawing files and specifications on compact disc or flash drive.
- 4.9.4 Calculations as described herein.
- 4.9.5 Regulatory documents as described herein.

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

- 4.10.1 Drawing set Cover Sheet.
- 4.10.2 Each sheet of Drawings
- 4.10.3 Project Manual Table of Contents page
- 4.10.4 Additional construction documents as required by law

## 5.0 CONSTRUCTION PROCUREMENT PHASE SERVICES

5.1 Participate in procurement of the Contractor. Such participation will include responding to RFI's, review of proposals and, if necessary, participation in interviews of respondents.

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

## 6.0 CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES

6.1 Construction Contract Administration services shall include the construction, transition, warranty period (including the one-year warranty walk-thru) and LEED certification phases to the extent required for the Consultant to determine that the Project is being constructed according to the intent of the Construction Documents and as needed to complete the other professional services stipulated in the PSA.

6.2 The Consultant shall at all times have access to the work whenever it is in preparation or progress.

6.3 The Consultant shall attend a pre-construction conference and weekly construction progress meetings.

6.4 The Consultant shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the County. Submit results of submittal reviews within seven (7) calendar days for architectural responses and fourteen (14) calendar days for

sub Consultant submittal responses and RFI's The Consultant shall notify the County immediately if more time is required, and the County may grant additional time for reasonable cause. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.

- 6.5 The Consultant will take particular care while reviewing submittals to check that the submittals comply with the Project LEED requirements, including the documentation of material source and chain of custody. The Consultant will monitor the LEED points status throughout the Construction Phase, and advise the County as needed.
- 6.6 The Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures; safety precautions and programs in connection with the Construction Work; acts or omissions of the Contractor, subcontractors of any tier or any other persons performing any of the Construction Work; or failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Documents.
- 6.7 In coordination with the County, the Consultant will produce a punchlist of construction deficiencies at the time of Substantial Completion and prepare the Certificate of Substantial Completion.
- 6.8 The Consultant will provide information and observations as needed to the Independent Commissioning Agent and to the County during the final testing and adjustment of all building systems and training of County staff in systems operations.
- 6.9 The Consultant will coordinate and cooperate with the TAS inspector during the TAS inspection following Project completion and will provide necessary follow-up actions and documentation as required until final Project acceptance by TDLR is obtained.
- 6.10 The Consultant will verify, in coordination with the County, the completion of all punchlist items, and any other construction closeout requirements, and notify the County that the construction has reached Final Completion. The Consultant will collect from the Contractor all documentation needed for the final submission to USGBC, unless specifically noted otherwise in the Construction Documents.
- 6.11 The Consultant will complete the final submission to USGBC of all LEED certification documentation. Upon receipt of the Final LEED Review from the USGBC, if Silver Certification is not awarded, the Consultant will review all options for appeal, including the associated USGBC appeal fees, and advise the County. Upon direction from the County, the Consultant will prepare and submit the appeal documentation, with responsibility for appeal fees as negotiated with the County at that time. The Consultant will notify the County of the final outcome of the LEED appeal process.
- 6.12 The Consultant shall produce record drawings from documentation received from the Contractor upon completion of the Project or phases of the Project as applicable. The record drawings shall be in the same format as the construction drawings. Provide two full-size and

one half-sized bound sets of Record Drawings, plotted on bond paper, and one copy of the Record Drawings on CD or flash drive.

6.13 The Consultant will respond to questions sent by the County during the Warranty period commencing at Substantial Completion and extending one year for all construction. At the 11th month after Substantial Completion, the Consultant will re-inspect the Project and submit a written report to the County indicating any current warranty issues, construction defects or other related concerns.

## 7.0 QUALITY CONTROL

7.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The drawings & specifications must be precise in order to ensure that all necessary tests and quality control actions will be performed to demonstrate that required quality levels have been met.

7.2 Field Tests: Testing requirements shall be set forth by the Consultant in the Construction Documents, identifying the specific inspection, sampling and testing requirements to be performed by the Contractor and/or by the Independent Commissioning Agent retained by the County. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

## 8.0 MEETINGS

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

## 9.0 SCHEDULE

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

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

9.2.1 Pre-Design and Design Phases – 9 months

- 9.2.2 Construction Phase (from NTP to Substantial Completion) – 11 months
- 9.2.3 Transition (from Substantial to Final Completion) – 1 month
- 9.2.4 LEED Certification Phase (to completion of certification) – as required

**END OF SCOPE OF SERVICES**

**PART III  
RFQ ATTACHMENTS**

- ATTACHMENT 1 PROFESSIONAL SERVICES QUESTIONNAIRE
- ATTACHMENT 2 HUB DECLARATION AND LIST OF CERTIFIED HUB  
SUBCONTRACTORS
- ATTACHMENT 3 DETERMINATION OF GOOD FAITH EFFORT
- ATTACHMENT 4 ETHICS AFFIDAVIT  
EXHIBIT A KEY CONTRACTING PERSONS LIST
- ATTACHMENT 5 STATEMENT INFORMATION AFFIDAVIT
- ATTACHMENT 6 STATEMENT EVALUATION ITEMS  
EXHIBIT A MINIMUM STAFF AND EXPERIENCE LEVELS
- ATTACHMENT 7 DRAFT PROFESSIONAL SERVICES AGREEMENT

**ATTACHMENT 1  
PROFESSIONAL SERVICES QUESTIONNAIRE**

**QUESTIONNAIRE INFORMATION**

This questionnaire is to be completed in its entirety. No modifications to the wording will be permitted. Qualifications Statements submitted with Professional Services Questionnaires that are incomplete, incorrect, or have been altered are subject to rejection. It is the responsibility of Respondent to ensure that all persons on Respondent's team who will be performing architectural or engineering services on the Project comply with the requirements of Chapter 1051 and Chapter 1001 of the Texas Occupations Code, the statute governing the practice of those professions in Texas.

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

Section II of the questionnaire seeks information regarding any sub-consultants that the Respondent or Joint Venture may be utilizing on the project.

**QUESTIONNAIRE DEFINITIONS**

**RESPONDENT:** A single consultant or a joint venture of 2 or more firms responding to the RFQ as equals.

**JOINT VENTURE:** Is 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 uses a sub-consultant.

**SUB-CONSULTANT:** Firms that work on the project through a contract with the Respondent.

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

<b>PROJECT NAME</b>	
<b>NAME OF RESPONDENT</b>	

<b>ADDRESS OF RESPONDENT'S HEADQUARTERS</b>

<b>DATE OF ORGANIZATION</b>	
-----------------------------	--

(Month/Year)

<b>NOTE: Provide Names and Dates of Predecessor Organization(s):</b>	
<b>NAMES</b>	<b>DATES</b>

<b>TYPE OF ORGANIZATION</b>	
-----------------------------	--

(e.g., sole proprietorship, partnership, association, limited liability company, corporation)

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

<b>LIST OF PRINCIPALS (NAMES)</b>	<b>TITLES</b>	<b>DEGREES</b>



**2) RESPONDENT’S TEAM EXPERIENCE**

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

Name and location of related projects within the last 10 years	Services Provided	Project Mgr. Name	Eng. Fee	Const. Cost	Client Contact Name and Phone No.

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

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

NO. OF PROJECTS	PROJECT TYPE	FEE DOLLAR VOLUME

**4) TECHNICAL PLAN AND SCHEDULE**

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

Paragraph 4.3 OF THIS RFQ).

**5) LOCAL OFFICE**

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

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


**6) PRESENT WORKLOAD**

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

NAME OF PROJECT	EST. FEE 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 MUST LIST ALL PROFESSIONAL SERVICE AGREEMENTS FOR EACH FIRM.

NAME OF PROJECT	YEAR AWARDED	STAGE & PERCENT COMPLETE

**8) EEO PROGRAM**

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

NOTE: USE MOST RECENT PERSONNEL INFORMATION.

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

\* - Male or Female

**9) FINANCIAL LIMITATIONS & CONSIDERATIONS**

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

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

INSTITUTION	RELATIONSHIP

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

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

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

DATE	AGENCY	PROJECT

**10) PROJECT MANAGEMENT CHART**

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

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

**11) LEGAL CONSIDERATIONS**

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

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

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

B. HAS RESPONDENT’S FIRM OR ANY FIRM WITHIN THIS JOINT VENTURE WITHIN THE PAST 3 YEARS, 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, RESPONDENTS MUST INDICATE ANY OBJECTIONS TO THE LANGUAGE AS STATED IN THE DRAFT PSA.

**SIGN AND COMPLETE THE FOLLOWING:**

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

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

**SUB-CONSULTANTS PROFESSIONAL SERVICES QUESTIONNAIRE**

**SECTION II: SUB-CONSULTANT**

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

<b>PROJECT</b>	
<b>NAME OF FIRM</b>	

<b>ADDRESS OF SUB-CONSULTANT'S HEADQUARTERS</b>

<b>DATE OF ORGANIZATION</b>	
-----------------------------	--

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

**SUB-CONSULTANT EXPERIENCE**

**A. SUB-CONSULTANT FIRM EXPERIENCE**

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

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

**B. SUB-CONSULTANTS TEAM EXPERIENCE**

LIST NAMES OF SUB-CONSULTANT’S CERTIFIED PROFESSIONALS AND OTHER LICENSED PERSONNEL EMPLOYED FULL TIME IN A PROFESSIONAL POSITION THAT 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.

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

**SECTION 1 BIDDER AND SOLICITATION INFORMATION**

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

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

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

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

**SECTION 2 SUBCONTRACTING INTENTIONS**

Percentage to be subcontracted to Certified HUBs:			
Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:

Check the box that applies to the Bidder:

- We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)
- We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)
- We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

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

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

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

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

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

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

**ATTACHMENT 3**

**ETHICS AFFIDAVIT**

STATE OF TEXAS }  
COUNTY OF TRAVIS }

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

Affiant on oath swears that the following statements are true:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Typed or printed name of notary

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**April 9, 2014**

**CURRENT**

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

Attorney, Transactions Division .....Jennifer Kraber\*  
 Attorney, Transactions Division .....Tenley Aldredge  
 Director, Health Services Division.....Beth Devery  
 Attorney, Health Services Division.....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV.....CW Bruner, CTP  
 Purchasing Agent Assistant IV.....Lee Perry  
 Purchasing Agent Assistant IV.....Jason Walker  
 Purchasing Agent Assistant IV.....Richard Villareal  
 Purchasing Agent Assistant IV.....Patrick Strittmatter  
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Loren Breland, CPPB  
 Purchasing Agent Assistant IV.....John E. Pena, CTPM  
 Purchasing Agent Assistant IV.....Rosalinda Garcia  
 Purchasing Agent Assistant IV.....Angel Gomez  
 Purchasing Agent Assistant IV.....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Sydney Ceder  
 Purchasing Agent Assistant III.....Ruena Victorino\*  
 Purchasing Agent Assistant III.....Rachel Fishback\*  
 Purchasing Agent Assistant II .....Vacant  
 Purchasing Agent Assistant II .....L. Wade Laursen  
 Purchasing Agent Assistant II .....Sam Francis  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst.....Scott Worthington  
 Purchasing Business Analyst.....Vacant  
 Facilities Project Manager, Senior .....Jim Barr  
 Chief Medical Examiner .....Dr. David Dolinak

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2 .....	Sarah Eckhardt .....	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst.....	Jennifer Francis .....	11/29/14
Executive Assistant .....	Barbara Smith.....	01/15/15
Attorney, Transactions Division .....	Jim Connolly .....	02/28/15
County Executive, Planning & Budget .....	Leslie Browder .....	03/31/15

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

**ATTACHMENT 4**  
**STATEMENT INFORMATION AFFIDAVIT**

STATE OF TEXAS    ⤵  
                                  ⤵  
COUNTY OF TRAVIS    ⤵

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

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

\_\_\_\_\_  
Signature of Firm's Representative

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

\_\_\_\_\_  
Typed or Printed Name of Notary

My Commission Expires: \_\_\_\_\_

**ATTACHMENT 5**  
**PROFESSIONAL SERVICES STATEMENT EVALUATION**

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.

Items A, B, C and D below will be evaluated based on information submitted for all Primes or Joint Ventures, and Subconsultants.

For the items below, current full-time staff is defined as those individuals employed full-time by the respondents on the date the submittal is received by the County. Each respondent must submit a listing of all key staff persons, along with their resumes, showing their current workload and the percentage of time they will commit to the project.

I. **TECHNICAL EXPERTISE**

A. **ADEQUACY OF STAFF**

Respondent must have adequate current full-time staff, both registered professional in an applicable field, and technical and administrative support staff to competently and efficiently perform the work. For each project a minimum staff size will be required (see Exhibit A).

B. **PROJECT TEAM EXPERIENCE**

Members of the project team (project team being current full-time employees of all Prime or Joint Venture firms and their subconsultants) assigned to this project and as identified in the project management chart must have work experience pertinent to the project under consideration and local conditions. All work performed by the members of the project team during the past ten (10) years which would relate to, and contribute toward, the success of the project will be considered. For each project, a minimum number and total construction cost of successful similar projects designed by the members of the project team will be required. The respondents must provide documentation for the projects claimed as pertinent and showing experience with local conditions and design standard.

C. **VARIETY OF FIRM EXPERIENCE**

Respondent must have adequate experience in all areas of design and engineering necessary to complete this project. For each project a minimum aggregate fee dollar volume of work performed by the staff will be required for the applicable areas of design. Respondent must provide documentation for the projects and fees claimed as pertinent to the project for which the services are to be provided.

D. **PROJECT MANAGER**

The Project Manager assigned by the Respondent must be an Architect, registered in the State of Texas, and have adequate experience in managing projects of similar size and type. For each project a minimum number of years experience in applicable project management will be required see (see Exhibit A).

Applicable project management experience will be considered only beyond the point the proposed Project Manager was first registered.

## II. TECHNICAL PLAN

Respondent must submit a technical plan to show how it proposes to efficiently accomplish the work for the project under consideration. Technical plans will be scored based upon the following schedule:

- 0-10 = Typical basic service tasks listed and/or discussed with little reference to specific project design concerns.
- 11-25 = Basic Services tasks listed, plus discussion of specific aspects of this project, indicating thorough familiarity with or demonstrated experience in the project area and knowledge of local criteria conditions, ordinances, permitting processes etc. Recommendations for reducing project costs, including a value engineering approach.
- 26-50 = The above, plus recommended solutions to project specific design issues or methods of expediting design and construction timelines.

Firms that meet the minimum requirements listed above, and which make the short list (a minimum of 2 firms and maximum of 4 firms), may be invited to make a presentation of their technical plan by their key staff members to the evaluation committee. The evaluation committee may ask each presenter specific questions to determine, among other things, the presenter's familiarity with the project, strategy for accomplishing the work on time and under budget, understanding of design or construction problems which may exist, ideas for possible solutions for problems which may exist, and ideas for innovative methods of reducing project construction costs, time schedule, or project life cycle costs.

## EVALUATION PROCESS

1. 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" may 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 interviews, as well as any other information that comes 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 the selected firm, the Purchasing Agent will officially end negotiations with that firm and begin negotiations with the next most highly qualified firm. The Evaluation Committee will provide an award recommendation to the Purchasing Agent for Commissioners court approval. The Commissioners Court, by majority vote, shall accept or reject the recommendation of the Purchasing Agent and/or the Evaluation Committee. This process shall continue until a contract is finalized.

2. 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.
3. 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.
4. In consideration of the submittals, 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 suggest changes to the make up of any proposed project team.

**EXHIBIT A**  
**MINIMUM STAFF AND EXPERIENCE LEVELS**  
**@ Local Office**

---

**1. Adequacy of Staff**

a)	No. of Architects, RAs	1
b)	No. of Mechanical PEs	1
c)	No. of Structural PEs	1
d)	No. of Electrical PEs	1
e)	No. of other PEs or RA's	1
f)	No. of Technicians	<u>1</u>
	Total Key Staff	6

**2. Aggregate Project Team Experience**

a)	No. of Similar Projects	5
b)	Construction dollar volume of similar projects / per project	\$20,000,000

**3. Variety of Firm Experience**  
(Aggregate fee dollar volume)**4. Project Manager**

a)	Years in Project Management of Similar Project	8
----	---	---

**ATTACHMENT 6**



**DRAFT PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**INSERT NAME OF A/E**

**FOR**

**CONSULTING SERVICES**

**FOR A**

**NEW MEDICAL EXAMINER'S OFFICE BUILDING**

**CONTRACT NO. 4400001985**

**PROFESSIONAL SERVICES AGREEMENT (PSA)**

TABLE OF CONTENTS		PAGE
<u>SECTION:</u>		
1	EMPLOYMENT OF THE CONSULTANT	1
2	BASIC SERVICES OF THE CONSULTANT	3
3	CONSTRUCTION COST	3
4	COMPENSATION AND PAYMENT SCHEDULE	5
5	PERIOD OF SERVICE	5
6	COORDINATION WITH COUNTY	6
7	WORK PRODUCT	6
8	REVISION TO WORK PRODUCT	7
9	REIMBURSABLE EXPENSES	8
10	SUSPENSION AND TERMINATION	8
11	CONSULTANT’S RESPONSIBILITY AND LIABILITY	11
12	OWNERSHIP OF DOCUMENTS	12
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS	13
14	MISCELLANEOUS:	13
14.1	VENUE	
14.2	SEVERABILITY	
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT	
14.4	CERTIFICATE OF CONSULTANT	
14.5	BIDDING EXEMPTION	
14.6	NOTICE	
14.7	INSURANCE REQUIREMENTS	
14.8	FORFEITURE OF CONTRACT	
14.9	PURCHASE ORDER	
14.10	PAYMENTS	
14.11	INTEREST ON OVERDUE PAYMENTS	

14.12	PROPERTY TAXES
14.13	TAXPAYER IDENTIFICATION
14.14	SUCCESSORS AND ASSIGNS
14.15	HISTORICALLY UNDERUTILIZED BUSINESS
14.16	FUNDING OUT
14.17	NON-WAIVER OF DEFAULT
14.18	MEDIATION
14.19	OFFICIALS NOT TO BENEFIT
14.20	CONSULTANT CERTIFICATIONS
14.21	CIVIL RIGHTS/ADA COMPLIANCE
14.22	GRATUITIES
14.23	MONITORING
14.24	INCORPORATION OF EXHIBITS AND ATTACHMENTS
14.25	ENTIRE AGREEMENT
14.26	TEXAS PUBLIC INFORMATION ACT
14.27	CERTIFICATION OF ELIGIBILITY
14.28	AMENDMENT
14.29	ENTITY STATUS

<b>ACKNOWLEDGEMENT AND SIGNATURE PAGE</b>		<b>23</b>
EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS	24
EXHIBIT 2	HOURLY RATES	26
EXHIBIT 3	PROJECT SCHEDULE ATTACHMENT 1 – PERFORMANCE SCHEDULE	27 28
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT	29
EXHIBIT 5	INSURANCE REQUIREMENTS	30
EXHIBIT 6	ETHICS AFFIDAVIT ATTACHMENT 1 – KEY CONTRACTING PERSONS LIST	31 32
EXHIBIT 7	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS	34
APPENDIX A	SCOPE OF SERVICES	35
APPENDIX B	ORGANIZATIONAL CHART	37

**DRAFT PROFESSIONAL SERVICES AGREEMENT ("PSA")**

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

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

County desires to obtain professional engineering/architectural services for \_\_\_\_\_ (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel 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 in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

**SECTION 1**  
**EMPLOYMENT OF THE CONSULTANT**

- 1.1 The Travis County Purchasing Agent has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with Director of the Travis County Facilities Management Department (the "Director"), has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly

return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.

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

## **SECTION 2 BASIC SERVICES OF CONSULTANT**

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.
- 2.2 Consultant shall perform the "Basic Services," which means:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
  - 2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");
  - 2.2.3 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.
- 2.3 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 that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:
- 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
- 2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

## **SECTION 3 CONSTRUCTION COST**

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").

- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for 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 Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional 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 contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, Consultant if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
  - (2) authorize rebidding of the Project within a reasonable time;
  - (3) terminate this Agreement and abandon the Project; or
  - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (2) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be

provided by County under separate contract.

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

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

#### **SECTION 5 PERIOD OF SERVICE**

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will 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 in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly

documented and justified by the circumstances.

## **SECTION 6 COORDINATION WITH COUNTY**

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the Director (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the Purchasing Agent, upon the recommendation of the Director. The Purchasing Agent will issue all Notices to Proceed subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the Director, the County Project Manager, and the Purchasing Agent.

## **SECTION 7 WORK PRODUCT**

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The County Project Manager may make this classification in consultation with the Director. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the Director), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

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

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has 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, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

## **SECTION 9 REIMBURSABLE EXPENSES**

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

## **SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 SUSPENSION. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect

within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

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

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

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

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any

and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

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

Termination by Consultant:

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

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

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

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any

officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.

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

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

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

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

11.9 CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally

appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

## **SECTION 12 OWNERSHIP OF DOCUMENTS**

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

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

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

## **SECTION 14 MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement

will lie in the appropriate court of Travis County, Texas.

- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.
  - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
  - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

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

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

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

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

Austin. Texas. 78767

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

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

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

CONSULTANT NAME  
ADDRESS  
CITY, STATE ZIP

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

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

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

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

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

but does not include:

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

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

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

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

- 14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- 14.9 PAYMENTS. County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

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

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

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

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

by County to document the progress of the work.

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

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

14.10.2 the debt is paid.

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

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

14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

## 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

### 14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 7 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE) (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*). For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program.

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

The selected Respondent shall be responsible for the use of the system and require all subcontractors/subconsultants to be responsible for system reporting.

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

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

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

14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in

this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

- 14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any

ktrackind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. By submitting a Qualifications Statement in response to RFQ# \_\_\_\_\_, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.

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

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

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

CONSULTANT:

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

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

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

Authorized Representative

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

The Texas Board of 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: \_\_\_\_\_

Niccoli Riley  
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) Design Phase: includes: Pre-Design Phase, Programming Phase, Schematic Design Phase, Design Development Phase, and Construction Contract Documents Phase \$\_\_\_\_\_

(ii) Bidding Phase: includes Bidding Phase \$\_\_\_\_\_

(iii) Construction Phase: includes Construction Contract Administration Phase and Close-out Documents and Drawings \$\_\_\_\_\_

**TOTAL: \$\_\_\_\_\_**

**SECTION 2 - FIXED FEE**

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

**SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

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

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

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

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

**SECTION 4 – REIMBURSABLE EXPENSES**

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

REIMBURSABLES TOTAL NOT TO EXCEED: \$\_\_\_\_\_

**SECTION 5 –TOTAL AGREEMENT SUM**

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

**SECTION 6 –SCHEDULE OF PAYMENTS**

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

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

**ADDITIONAL SERVICES SCHEDULE OF RATES (HOURLY):**

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

Calculation of the **TBD** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

**ATTACHMENT 1 TO EXHIBIT 3**

**PERFORMANCE SCHEDULE**

**INSERT PERFORMANCE SCHEDULE HERE**

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

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

direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT 5**  
**INSURANCE REQUIREMENTS**

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

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

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

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

**EXHIBIT 6**

STATE OF TEXAS        }  
COUNTY OF TRAVIS    }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of CONSULTANT: \_\_\_\_\_  
County of CONSULTANT: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

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

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

\_\_\_\_\_  
Address

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

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

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

**ATTACHMENT 1 to EXHIBIT 6**  
**LIST OF KEY CONTRACTING PERSONS**  
**April 9, 2014**

**CURRENT**

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

Attorney, Transactions Division .....Jennifer Kraber\*  
 Attorney, Transactions Division .....Tenley Aldredge  
 Director, Health Services Division.....Beth Devery  
 Attorney, Health Services Division.....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV.....CW Bruner, CTP  
 Purchasing Agent Assistant IV.....Lee Perry  
 Purchasing Agent Assistant IV.....Jason Walker  
 Purchasing Agent Assistant IV.....Richard Villareal  
 Purchasing Agent Assistant IV.....Patrick Strittmatter  
 Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV.....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV.....Loren Breland, CPPB  
 Purchasing Agent Assistant IV.....John E. Pena, CTPM  
 Purchasing Agent Assistant IV.....Rosalinda Garcia  
 Purchasing Agent Assistant IV.....Angel Gomez  
 Purchasing Agent Assistant IV.....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III.....David Walch  
 Purchasing Agent Assistant III.....Michael Long, CPPB  
 Purchasing Agent Assistant III.....Sydney Ceder  
 Purchasing Agent Assistant III.....Ruena Victorino\*  
 Purchasing Agent Assistant III.....Rachel Fishback\*  
 Purchasing Agent Assistant II .....Vacant  
 Purchasing Agent Assistant II .....L. Wade Laursen  
 Purchasing Agent Assistant II .....Sam Francis  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst.....Scott Worthington  
 Purchasing Business Analyst.....Vacant  
 Facilities Project Manager, Senior .....Jim Barr  
 Chief Medical Examiner .....Dr. David Dolinak

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Commissioner, Precinct 2 .....	Sarah Eckhardt ...	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14
Purchasing Business Analyst.....	Jennifer Francis ..	11/29/14
Executive Assistant .....	Barbara Smith.....	01/15/15
Attorney, Transactions Division ....	Jim Connolly .....	02/28/15
County Executive, Planning & Budget .....	Leslie Browder ...	03/31/15

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

**EXHIBIT 7**

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

**(Insert RFQ Attachment 2 at Contract Award)**

## **APPENDIX A**

### **SCOPE OF SERVICES**

#### PROFESSIONAL ARCHITECTURE/ENGINEERING SERVICES NEW MEDICAL EXAMINER OFFICE BUILDING

##### 1.0 THE PROJECT

- 1.1 A new building, approximately 51,250 GSF, will house the Medical Examiner's Office (TCMEO) through the year 2045, based upon growth projections detailed in an October 2011 report by Crime Lab Design. The initial design will be based on the 2035 growth projections with planned expansion capability to year 2045. The building will be designed to operate in accordance with the current National Association of Medical Examiners (N.A.M.E.) and the American Board of Forensic Toxicology (ABFT) accreditation standards. The new building will be constructed on a vacant site owned by Travis County adjacent to the STAR Flight facility at 7800 Old Manor Rd., Austin, Texas 78724.
- 1.2 The Travis County Medical Examiner's Office was established in 1977 and was N.A.M.E. certified in 2008. In 1996 the MEO moved to the present building at 1213 Sabine Street which was purpose-built to accommodate support staff and facilities for three pathologists. The 14,410 GSF, three-story building includes a morgue, toxicology lab and administrative offices. The facility does not include a crime lab as those services are provided by city and state crime labs located in Austin. The current five pathologists and supporting staff have outgrown the downtown facility and the need for more space is further hampered by the small building footprint on a restricted site.
- 1.3 Information to be provided by the County to the selected Consultant is listed below. The Consultant shall review the provided information upon receipt and confirm the applicability of the information with the County. Notify the County of discrepancies or the need for additional information.
  - 1.3.1 Site survey and geotechnical report,
  - 1.3.2 Needs Analysis and Financial Feasibility Study, by Crime Lab Design, dated October 31, 2011
  - 1.3.3 County Space Standards
  - 1.3.4 County Standards for MDF & IDF Rooms (ie ITS communications network standards).
  - 1.3.5 Plans and specifications for the current MEO building.

##### 2.0 ARCHITECTURE/ENGINEERING SCOPE OF SERVICES

- 2.1 The Consultant's Basic Services shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the project requirements, in accordance with governing codes and regulations and using the best industry practices. The Consultant will manage and coordinate work among the architecture/engineering disciplines to ensure that complete system designs are provided.
- 2.2 Architectural and engineering design, required construction drawings, specifications, calculations, regulatory documents, construction contract administration and project record drawings will constitute

the Consultant's Basic Services. Basic services also include design and preparation of bid package(s) for FF&E. These will constitute the Consultant's Work Product and may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project. The phases of service which the Consultant will provide include: Pre-Design (including Planning and Programming), Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Contract Administration (which spans Construction, Transition, Warranty, and LEED Certification phases.)

2.3 The Architecture/Engineering (A/E) disciplines and specialty sub-consulting services to be provided by the Consultant will include the following and, at Consultant's discretion, may include others. These may be provided directly by the Consultant, as appropriate to professional qualifications, or may be contracted to sub-consultants.

- 2.3.1 Architecture
- 2.3.2 Interior Design
- 2.3.3 Forensic Pathology and related Consultants
- 2.3.4 Civil Engineering
- 2.3.5 Structural Engineering
- 2.3.6 Mechanical, Electrical, Plumbing (MEP) Engineering
- 2.3.7 Fire Protection Engineering
- 2.3.8 Acoustical, A/V, and Data/Communications Systems Consultants
- 2.3.9 Security Consultant
- 2.3.10 Vertical Transportation Consultant (if a multi-story building)
- 2.3.11 Landscape Architecture
- 2.3.12 LEED Consultant
- 2.3.13 Registered Accessibility Specialist (RAS)

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

- 2.4.1 Pre-design programming and planning, code and regulatory analysis.
- 2.4.2 Project architectural and engineering design for sustainability, in accordance with the Travis County Green Building Policy, to incorporate sustainable and energy efficient design elements to achieve LEED Silver certification, at a minimum, using the version of LEED which is current at the time of Project LEED registration. The Project will seek formal LEED certification and the Consultant will be responsible to formally track LEED credits and submit all required documentation for the LEED process until the certification is completed. Minimum required level is LEED Silver but reasonable attempt, in coordination with the County, shall be made to achieve LEED Gold.
- 2.4.3 Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. Participate in a cost reconciliation process with the County at the time of submittal of each of these estimates and make any adjustments needed to keep the project within the approved budget.
- 2.4.4 Cooperate with the County to evaluate value engineering options as advisable or as needed for project budget and scope management.
- 2.4.5 Provide Total Cost of Ownership (TCO) study for the HVAC systems.

- 2.4.6 Cooperate and provide assistance as needed to the Independent Commissioning Agent retained by the County. Review and respond in a timely manner to analysis prepared by the Independent Commissioning Agent.
- 2.4.7 Coordinate and obtain regulatory plan review and construction permit approvals.
- 2.4.8 Programming and design of data and communications systems in accordance with Project needs and County ITS standards including locations of all data-communications outlets (SIO's), network cabling, MDF and IDF spaces, special power, grounding and environmental requirements. Incorporate County ITS standards in the Consultant's construction documents.
- 2.4.9 Programming and design of security systems in coordination with the County.
- 2.4.10 Programming and design of forensic pathology, morgue and toxicology equipment, spaces and infrastructure.
- 2.4.11 FF&E design and preparation of associated bid packages.

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

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

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

- 4.1 Consultant shall provide design phase services encompassing Schematic Design, Design Development and Construction Documents which completely describe the work. Coordinate the Project design among all the architecture and engineering disciplines involved. Provide documents for County review and action at the end of each design phase prior to proceeding with the next design phase.
- 4.2 Present the schematic design to the stakeholders as identified by the FMD Project Manager. Following these meetings present the schematic design to the Commissioners Court during the designated Tuesday Voting Session. During the schematic design presentations, key elements of the design will be

explained and the Consultant will answer questions and aid the users in understanding all critical aspects of the design.

- 4.3 The Consultant will provide a secure FTP site for sharing project information with the County.
- 4.4 The approved budget will be established by the County. The Consultant will be responsible for a final design that can be built within this approved budget. Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. The estimates of probable cost will be in a detailed break-down format, following 48 division CSI format, as necessary for evaluation, along with methodology documentation. The County will monitor the cost and design progress, but such monitoring will in no way relieve the Consultant from the responsibility for producing a design within the approved budget.
- 4.5 Provide a cost estimate for the Project FF&E items.
- 4.6 Provide design phase services to achieve the LEED design goals and comply with the LEED certification process. The Consultant will register the project with USGBC, and develop the information needed for this registration. Using a LEED scoring matrix or other tracking tool, the Consultant will monitor how the evolving Project design solutions comply with various LEED credits. The Consultant will provide life-cycle cost or other value analysis to the County to use in evaluating solutions for their operational and environmental benefits in relation to initial construction cost. At the appropriate point in the Project, the Consultant will prepare and submit to USGBC the preliminary submission for LEED certification. Upon receipt of the USGBC "Preliminary LEED Review", the Consultant will notify the County of the status of the Project relative to LEED certification goals and consider, together with the County, if any alternative design options need to be explored.
- 4.7 Submit all regulatory and utility agency submittals including site development permit application, Comcheck forms and energy conformance calculations, building permit application, and utility service applications for use by the County and for regulatory agency review and approval. The Consultant will obtain regulatory review and approval, including payment of application and review fees, attend meetings with the regulatory agencies and respond to review comments as necessary to obtain the building permit. The Contractor will be responsible for payment and pick-up of permits after the Consultant has obtained approval for the permits.
- 4.8 "Construction Documents" shall mean plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by the Consultant for the Project. These shall become the property of the County. The Consultant shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination, as provided for in the Professional Services Agreement. The Consultant shall have the right to retain copies for record.
- 4.9 The Consultant shall furnish to the County the following deliverables for County review, comment, acceptance and approval as appropriate:
  - 4.9.1 One full-sized set and one-half size set of prints plus PDF files enabled for review mark-up for each design review submittal at the end of the Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents.

- 4.9.2 One unbound set of 100% complete full size construction drawings, photo-statically plotted on bond paper with one unbound set of the final specifications.
- 4.9.3 One copy of the electronic drawing files and specifications on compact disc or flash drive.
- 4.9.4 Calculations as described herein.
- 4.9.5 Regulatory documents as described herein.

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

- 4.10.1 Drawing set Cover Sheet.
- 4.10.2 Each sheet of Drawings
- 4.10.3 Project Manual Table of Contents page
- 4.10.4 Additional construction documents as required by law

## 5.0 CONSTRUCTION PROCUREMENT PHASE SERVICES

- 5.1 Participate in procurement of the Contractor. Such participation will include responding to RFI's, review of proposals and, if necessary, participation in interviews of respondents.
- 5.2 Attend a pre-proposal conference and assist the County in preparation of addenda, interpretation of documents related to the Consultant's work and in responding to questions.

## 6.0 CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES

- 6.1 Construction Contract Administration services shall include the construction, transition, warranty period (including the one-year warranty walk-thru) and LEED certification phases to the extent required for the Consultant to determine that the Project is being constructed according to the intent of the Construction Documents and as needed to complete the other professional services stipulated in the PSA.
- 6.2 The Consultant shall at all times have access to the work whenever it is in preparation or progress.
- 6.3 The Consultant shall attend a pre-construction conference and weekly construction progress meetings.
- 6.4 The Consultant shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the County. Submit results of submittal reviews within seven (7) calendar days for architectural responses and fourteen (14) calendar days for sub Consultant submittal responses and RFI's. The Consultant shall notify the County immediately if more time is required, and the County may grant additional time for reasonable cause. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
- 6.5 The Consultant will take particular care while reviewing submittals to check that the submittals comply with the Project LEED requirements, including the documentation of material source and chain of custody. The Consultant will monitor the LEED points status throughout the Construction Phase, and advise the County as needed.

- 6.6 The Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures; safety precautions and programs in connection with the Construction Work; acts or omissions of the Contractor, subcontractors of any tier or any other persons performing any of the Construction Work; or failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Documents.
- 6.7 In coordination with the County, the Consultant will produce a punchlist of construction deficiencies at the time of Substantial Completion and prepare the Certificate of Substantial Completion.
- 6.8 The Consultant will provide information and observations as needed to the Independent Commissioning Agent and to the County during the final testing and adjustment of all building systems and training of County staff in systems operations.
- 6.9 The Consultant will coordinate and cooperate with the TAS inspector during the TAS inspection following Project completion and will provide necessary follow-up actions and documentation as required until final Project acceptance by TDLR is obtained.
- 6.10 The Consultant will verify, in coordination with the County, the completion of all punchlist items, and any other construction closeout requirements, and notify the County that the construction has reached Final Completion. The Consultant will collect from the Contractor all documentation needed for the final submission to USGBC, unless specifically noted otherwise in the Construction Documents.
- 6.11 The Consultant will complete the final submission to USGBC of all LEED certification documentation. Upon receipt of the Final LEED Review from the USGBC, if Silver Certification is not awarded, the Consultant will review all options for appeal, including the associated USGBC appeal fees, and advise the County. Upon direction from the County, the Consultant will prepare and submit the appeal documentation, with responsibility for appeal fees as negotiated with the County at that time. The Consultant will notify the County of the final outcome of the LEED appeal process.
- 6.12 The Consultant shall produce record drawings from documentation received from the Contractor upon completion of the Project or phases of the Project as applicable. The record drawings shall be in the same format as the construction drawings. Provide two full-size and one half-sized bound sets of Record Drawings, plotted on bond paper, and one copy of the Record Drawings on CD or flash drive.
- 6.13 The Consultant will respond to questions sent by the County during the Warranty period commencing at Substantial Completion and extending one year for all construction. At the 11th month after Substantial Completion, the Consultant will re-inspect the Project and submit a written report to the County indicating any current warranty issues, construction defects or other related concerns.

## 7.0 QUALITY CONTROL

- 7.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The drawings &

specifications must be precise in order to ensure that all necessary tests and quality control actions will be performed to demonstrate that required quality levels have been met.

7.2 Field Tests: Testing requirements shall be set forth by the Consultant in the Construction Documents, identifying the specific inspection, sampling and testing requirements to be performed by the Contractor and/or by the Independent Commissioning Agent retained by the County. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

## 8.0 MEETINGS

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

## 9.0 SCHEDULE

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

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

9.2.1 Pre-Design and Design Phases – 9 months

9.2.2 Construction Phase (from NTP to Substantial Completion) – 11 months

9.2.3 Transition (from Substantial to Final Completion) – 1 month

9.2.4 LEED Certification Phase (to completion of certification) – as required

**END OF SCOPE OF SERVICES**

**APPENDIX B**

**ORGANIZATIONAL CHART**

**(Organizational Chart with Key Personnel identified)**



## FACILITIES MANAGEMENT DEPARTMENT

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

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

### MEMORANDUM

**FMD Project:** MEDEX-15-14C-1N

**FILE:** 402

**TO:** Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent

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

A handwritten signature in blue ink, reading "Roger A. El Khoury", is positioned to the right of the "FROM:" field.

**DATE:** March 25, 2014

**SUBJECT:** New Medical Examiner Office Building  
Professional Services Procurement for Architectural/Engineering Services

Facilities Management Department (FMD) requests your assistance in procuring professional architectural/engineering (A/E) services in support of the proposed new Medical Examiner Office (MEO) building to be developed adjacent to the STAR Flight Facility at 7800 Old Manor Rd., Austin, Texas 78724. The procurement will be for an A/E firm to design the new building and site improvements as described in the attached Scope-of-Services.

If you have any questions or need additional information please contact Jim Barr at 49190.

### ATTACHMENTS:

- 1) AE Scope of Services

### COPY TO:

Leslie Browder, County Executive, PBO  
Danny Hobby, County Executive, Emergency Services  
Dr. David Dolinak, Chief Medical Examiner, MEO  
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO  
J. Angel Gómez, Purchasing Agent Assistant IV, TCPO  
Jim Barr, AIA, LEED AP, Sr. Project Manager, FMD

PART II  
PROFESSIONAL ARCHITECTURE/ENGINEERING SERVICES  
NEW MEDICAL EXAMINER OFFICE BUILDING

SCOPE OF SERVICES

1.0 THE PROJECT

- 1.1 A new building, approximately 51,250 GSF, will house the Medical Examiner's Office (MEO) through the year 2045, based upon growth projections detailed in an October 2011 report by Crime Lab Design. The initial design will be based on the 2035 growth projections with planned expansion capability to year 2045. The building will be designed to operate in accordance with the current National Association of Medical Examiners (N.A.M.E.) and the American Board of Forensic Toxicology (ABFT) accreditation standards. The new building will be constructed on a vacant site owned by Travis County adjacent to the STAR Flight facility at 7800 Old Manor Rd., Austin, Texas 78724.
- 1.2 The Travis County Medical Examiner's Office was established in 1977 and was N.A.M.E. certified in 2008. In 1996 the MEO moved to the present building at 1213 Sabine Street which was purpose-built to accommodate support staff and facilities for three pathologists. The 14,410 GSF, three-story building includes a morgue, toxicology lab and administrative offices. The facility does not include a crime lab as those services are provided by city and state crime labs located in Austin. The current five pathologists and supporting staff have outgrown the downtown facility and the need for more space is further hampered by the small building footprint on a restricted site.
- 1.3 Information to be provided by the County to the selected Consultant is listed below. The Consultant shall review the provided information upon receipt and confirm the applicability of the information with the County. Notify the County of discrepancies or the need for additional information.
  - 1.3.1 Site survey and geotechnical report,
  - 1.3.2 Needs Analysis and Financial Feasibility Study, by Crime Lab Design, dated October 31, 2011
  - 1.3.3 County Space Standards
  - 1.3.4 County Standards for MDF & IDF Rooms (ie ITS communications network standards).
  - 1.3.5 Plans and specifications for the current MEO building.

2.0 ARCHITECTURE/ENGINEERING SCOPE OF SERVICES

- 2.1 The Consultant's Basic Services shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the project requirements, in accordance with governing codes and regulations and using the best industry practices.

The Consultant will manage and coordinate work among the architecture/engineering disciplines to ensure that complete system designs are provided.

- 2.2 Architectural and engineering design, required construction drawings, specifications, calculations, regulatory documents, construction contract administration and project record drawings will constitute the Consultant's Basic Services. Basic services also include design and preparation of bid package(s) for FF&E. These will constitute the Consultant's Work Product and may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the Project. The phases of service which the Consultant will provide include: Pre-Design (including Planning and Programming), Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Contract Administration (which spans Construction, Transition, Warranty, and LEED Certification phases.)
- 2.3 The Architecture/Engineering (A/E) disciplines and specialty sub-consulting services to be provided by the Consultant will include the following and, at Consultant's discretion, may include others. These may be provided directly by the Consultant, as appropriate to professional qualifications, or may be contracted to sub-consultants.
  - 2.3.1 Architecture
  - 2.3.2 Interior Design
  - 2.3.3 Forensic Pathology and related Consultants
  - 2.3.4 Civil Engineering
  - 2.3.5 Structural Engineering
  - 2.3.6 Mechanical, Electrical, Plumbing (MEP) Engineering
  - 2.3.7 Fire Protection Engineering
  - 2.3.8 Acoustical, A/V, and Data/Communications Systems Consultants
  - 2.3.9 Security Consultant
  - 2.3.10 Vertical Transportation Consultant (if a multi-story building)
  - 2.3.11 Landscape Architecture
  - 2.3.12 LEED Consultant
  - 2.3.13 Registered Accessibility Specialist (RAS)
- 2.4 Consultant will be responsible for the following within Basic Services:
  - 2.4.1 Pre-design programming and planning, code and regulatory analysis.
  - 2.4.2 Project architectural and engineering design for sustainability, in accordance with the Travis County Green Building Policy, to incorporate sustainable and energy efficient design elements to achieve LEED Silver certification, at a minimum, using the version of LEED which is current at the time of Project LEED registration. The Project will seek formal LEED certification and the Consultant will be responsible to formally track LEED credits and submit all required documentation for the LEED process until the certification is completed. Minimum required level is LEED Silver but reasonable attempt, in coordination with the County, shall be made to achieve LEED Gold.

- 2.4.3 Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. Participate in a cost reconciliation process with the County at the time of submittal of each of these estimates and make any adjustments needed to keep the project within the approved budget.
- 2.4.4 Cooperate with the County to evaluate value engineering options as advisable or as needed for project budget and scope management.
- 2.4.5 Provide Total Cost of Ownership (TCO) study for the HVAC systems.
- 2.4.6 Cooperate and provide assistance as needed to the Independent Commissioning Agent retained by the County. Review and respond in a timely manner to analysis prepared by the Independent Commissioning Agent.
- 2.4.7 Coordinate and obtain regulatory plan review and construction permit approvals.
- 2.4.8 Programming and design of data and communications systems in accordance with Project needs and County ITS standards including locations of all data-communications outlets (SIO's), network cabling, MDF and IDF spaces, special power, grounding and environmental requirements. Incorporate County ITS standards in the Consultant's construction documents.
- 2.4.9 Programming and design of security systems in coordination with the County.
- 2.4.10 Programming and design of forensic pathology, morgue and toxicology equipment, spaces and infrastructure.
- 2.4.11 FF&E design and preparation of associated bid packages.

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

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

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

- 4.1 Consultant shall provide design phase services encompassing Schematic Design, Design Development and Construction Documents which completely describe the work. Coordinate the Project design among all the architecture and engineering disciplines involved. Provide documents for County review and action at the end of each design phase prior to proceeding with the next design phase.
- 4.2 Present the schematic design to the stakeholders as identified by the FMD Project Manager. Following these meetings present the schematic design to the Commissioners Court during the designated Tuesday Voting Session. During the schematic design presentations, key elements of the design will be explained and the Consultant will answer questions and aid the users in understanding all critical aspects of the design.
- 4.3 The Consultant will provide a secure FTP site for sharing project information with the County.
- 4.4 The approved budget will be established by the County. The Consultant will be responsible for a final design that can be built within this approved budget. Provide an estimate of probable construction cost at the 100% Schematic Design, 100% Design Development, and 50% Construction Document Phases. The estimates of probable cost will be in a detailed break-down format, following 48 division CSI format, as necessary for evaluation, along with methodology documentation. The County will monitor the cost and design progress, but such monitoring will in no way relieve the Consultant from the responsibility for producing a design within the approved budget.
- 4.5 Provide a cost estimate for the Project FF&E items.
- 4.6 Provide design phase services to achieve the LEED design goals and comply with the LEED certification process. The Consultant will register the project with USGBC, and develop the information needed for this registration. Using a LEED scoring matrix or other tracking tool, the Consultant will monitor how the evolving Project design solutions comply with various LEED credits. The Consultant will provide life-cycle cost or other value analysis to the County to use in evaluating solutions for their operational and environmental benefits in relation to initial construction cost. At the appropriate point in the Project, the Consultant will prepare and submit to USGBC the preliminary submission for LEED certification. Upon receipt of the USGBC "Preliminary LEED Review", the Consultant will notify the County of the status of the Project relative to LEED certification goals and consider, together with the County, if any alternative design options need to be explored.

- 4.7 Submit all regulatory and utility agency submittals including site development permit application, Comcheck forms and energy conformance calculations, building permit application, and utility service applications for use by the County and for regulatory agency review and approval. The Consultant will obtain regulatory review and approval, including payment of application and review fees, attend meetings with the regulatory agencies and respond to review comments as necessary to obtain the building permit. The Contractor will be responsible for payment and pick-up of permits after the Consultant has obtained approval for the permits.
  - 4.8 "Construction Documents" shall mean plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by the Consultant for the Project. These shall become the property of the County. The Consultant shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination, as provided for in the Professional Services Agreement. The Consultant shall have the right to retain copies for record.
  - 4.9 The Consultant shall furnish to the County the following deliverables for County review, comment, acceptance and approval as appropriate:
    - 4.9.1 One full-sized set and one-half size set of prints plus PDF files enabled for review mark-up for each design review submittal at the end of the Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents.
    - 4.9.2 One unbound set of 100% complete full size construction drawings, photo-statically plotted on bond paper with one unbound set of the final specifications.
    - 4.9.3 One copy of the electronic drawing files and specifications on compact disc or flash drive.
    - 4.9.4 Calculations as described herein.
    - 4.9.5 Regulatory documents as described herein.
  - 4.10 Affix original signed and dated State of Texas Registered Architect and Professional Engineer seals, as appropriate, to the following documents or as required by law.
    - 4.10.1 Drawing set Cover Sheet.
    - 4.10.2 Each sheet of Drawings
    - 4.10.3 Project Manual Table of Contents page
    - 4.10.4 Additional construction documents as required by law
- 5.0 CONSTRUCTION PROCUREMENT PHASE SERVICES
- 5.1 Participate in procurement of the Contractor. Such participation will include responding to RFI's, review of proposals and, if necessary, participation in interviews of respondents.

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

## 6.0 CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES

- 6.1 Construction Contract Administration services shall include the construction, transition, warranty period (including the one-year warranty walk-thru) and LEED certification phases to the extent required for the Consultant to determine that the Project is being constructed according to the intent of the Construction Documents and as needed to complete the other professional services stipulated in the PSA.
- 6.2 The Consultant shall at all times have access to the work whenever it is in preparation or progress.
- 6.3 The Consultant shall attend a pre-construction conference and weekly construction progress meetings.
- 6.4 The Consultant shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the County. Submit results of submittal reviews within seven (7) calendar days for architectural responses and fourteen (14) calendar days for sub Consultant submittal responses and RFI's The Consultant shall notify the County immediately if more time is required, and the County may grant additional time for reasonable cause. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
- 6.5 The Consultant will take particular care while reviewing submittals to check that the submittals comply with the Project LEED requirements, including the documentation of material source and chain of custody. The Consultant will monitor the LEED points status throughout the Construction Phase, and advise the County as needed.
- 6.6 The Consultant shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures; safety precautions and programs in connection with the Construction Work; acts or omissions of the Contractor, subcontractors of any tier or any other persons performing any of the Construction Work; or failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Documents.
- 6.7 In coordination with the County, the Consultant will produce a punchlist of construction deficiencies at the time of Substantial Completion and prepare the Certificate of Substantial Completion.

- 6.8 The Consultant will provide information and observations as needed to the Independent Commissioning Agent and to the County during the final testing and adjustment of all building systems and training of County staff in systems operations.
- 6.9 The Consultant will coordinate and cooperate with the TAS inspector during the TAS inspection following Project completion and will provide necessary follow-up actions and documentation as required until final Project acceptance by TDLR is obtained.
- 6.10 The Consultant will verify, in coordination with the County, the completion of all punchlist items, and any other construction closeout requirements, and notify the County that the construction has reached Final Completion. The Consultant will collect from the Contractor all documentation needed for the final submission to USGBC, unless specifically noted otherwise in the Construction Documents.
- 6.11 The Consultant will complete the final submission to USGBC of all LEED certification documentation. Upon receipt of the Final LEED Review from the USGBC, if Silver Certification is not awarded, the Consultant will review all options for appeal, including the associated USGBC appeal fees, and advise the County. Upon direction from the County, the Consultant will prepare and submit the appeal documentation, with responsibility for appeal fees as negotiated with the County at that time. The Consultant will notify the County of the final outcome of the LEED appeal process.
- 6.12 The Consultant shall produce record drawings from documentation received from the Contractor upon completion of the Project or phases of the Project as applicable. The record drawings shall be in the same format as the construction drawings. Provide two full-size and one half-sized bound sets of Record Drawings, plotted on bond paper, and one copy of the Record Drawings on CD or flash drive.
- 6.13 The Consultant will respond to questions sent by the County during the Warranty period commencing at Substantial Completion and extending one year for all construction. At the 11th month after Substantial Completion, the Consultant will re-inspect the Project and submit a written report to the County indicating any current warranty issues, construction defects or other related concerns.

## 7.0 QUALITY CONTROL

- 7.1 Quality Levels and Quality Control Procedures: The Construction Contract Documents shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The drawings & specifications must be precise in order to ensure that all necessary tests and quality control actions will be performed to demonstrate that required quality levels have been met.

7.2 Field Tests: Testing requirements shall be set forth by the Consultant in the Construction Documents, identifying the specific inspection, sampling and testing requirements to be performed by the Contractor and/or by the Independent Commissioning Agent retained by the County. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

## 8.0 MEETINGS

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

## 9.0 SCHEDULE

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

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

9.2.1 Pre-Design and Design Phases – 9 months

9.2.2 Construction Phase (from NTP to Substantial Completion) – 11 months

9.2.3 Transition (from Substantial to Final Completion) – 1 month

9.2.4 LEED Certification Phase (to completion of certification) – as required

END OF SCOPE OF SERVICES