Travis County Commissioners Court Agenda Request

Meeting Date: October 14, 2014
Prepared By/Phone Number: Jesus Angel Gómez/512-854-1187, Marvin Brice, CPPB/512-854-9765
Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Architectural/Engineering Services for the development of the New Medical Examiner's Office, RFQ No. Q1402-008-AG, to the most highly qualified firm, SmithGroupJJR.

- **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.

  FMD, with Purchasing's concurrence, request approval of a Professional Services Agreement contract with SmithGroupJJR, for the preparation of the architectural and engineering design and construction documents for the New Medical Examiner's Office Building, located in Precinct One.

  The services include architectural and engineering services necessary for the development of a New Medical Examiner's Office Building. The new building will house the Medical Examiner's Office (MEO), pathologist, morgue, toxicology lab and administrative offices.

  On June 17, 2014, the Court authorized the Purchasing Agent to commence negotiations with most highly qualified firm, SmithGroupJJR.

  FMD and Purchasing have negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most highly qualified firm, SmithGroupJJR, in the amount of $2,149,280.00 which is comprised of a fixed fee for Basic Services of $2,084,673.00 and Not-to-Exceed Reimbursable expenses of $64,607.00.

- **Contract-Related Information:**
  Award Amount: $2,149,280.00
  Contract Type: Professional Services Agreement
  Contract Period: Through Project Completion

- **Funding Information:**
  - ☒ Shopping Cart/Funds Reservation in SAP: 300001234
  - ☒ Cost Center-G/L no'(s): 1140110000-522020
  - ☐ Comments:

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

FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

FMD Project No.: MEDEX-15-14C-1N
File: 402

TO: Cyd V. Grimes, CPM, CPPO, Purchasing Agent

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

DATE: September 26, 2014

SUBJECT: New Medical Examiner Office Building
RFQ #Q1402-008-AG
Recommendation for Award of Contract for Professional A/E Services

Facilities Management Department (FMD) recommends Court approval of contract award to SmithGroupJJR (SGJJR) and Barnes Gromatzky Kosarek Architects for professional architectural/engineering (A/E) services to design the new Medical Examiner Office building to be located at 7718 Old Manor Rd., Austin, Texas.

FMD has negotiated with the A/E firm and has determined the $2,084,673 fee amount for basic services to be fair and reasonable. In addition, $64,607 was agreed upon for reimbursable expenses. As part of the agreement, FMD will perform the civil engineering services, furniture selection and design for the office portions of the facility, and move coordination. The total contract value of $2,149,280 was agreed upon between the County and the A/E firm on September 25, 2014.

In accordance with the procedure to secure approval of this contract award, this request is being forwarded for approval by the Commissioners Court on October 7, 2014. If approved, please issue a fully executed contract to SmithGroupJJR with Barnes Gromatzky Kosarek Architects. If you have any questions or need additional information, please contact Rick Avery at extension 44780.

Copy to:
Leroy Nellis, Acting County Executive, PBO
Danny Hobby, County Executive, Emergency Management Services
Tenley Aldredge, Assistant County Attorney, CA
Ken Gaede, AIA, Senior Project Manager, FMD
Rick Avery, AIA, Project Manager, FMD
Marvin Brice, Assistant Purchasing Agent, Purchasing Office
Jesus Angel Gomez, Purchasing Agent Assistant, Purchasing Office

COPY

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

SMITHGROUPJJR

FOR

PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

FOR THE

NEW MEDICAL EXAMINER'S OFFICE BUILDING

CONTRACT NO. 4400001985

COPY

Contract No. 4400001985

PROFESSIONAL SERVICES AGREEMENT (PSA)

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COPY

Contract No. 4400001985

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 SmithGroupJJR ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional architectural/engineering services for New Medical Examiner's Office Building (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 Director of Facilities Management (the "Director") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with 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 architectural/engineering services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.

1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all

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

1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those documents, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

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 architectural/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 Agreement 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 reimbursable, 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 Director. The Director will copy and notify the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.

6.1.1. The Consultant shall familiarize himself adequately with the existing conditions at the site. To the extent that the Consultant's design work relates to, connects with, or is dependent upon an existing building or other structure, the Consultant shall familiarize himself with the existing built conditions to the extent necessary to produce a complete and accurate Work Product. If as-built documentation is available and provided to Consultant, the Consultant may not rely solely on the as-built documentation, but shall excise professional due diligence in confirming critical dimensions and as-built condition through actual on-site measurements or other reasonable means as required to produce a complete and accurate Work Product.

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.

9.1.3 If approved in writing and in advance by the Project Manager, expenses for addtional Project Travel exceeding the alloted number of trips specified in Attachment 1 to Exhibit 1. Reimbursement of transportation and travel-related expenses will be made in strict accordance with the Travis County Budget Rules and the record-keeping and reporting requirements of the Travis County Auditor. In no event will County be required to reimburse Consultant for transportation or travel-related expenses that exceed or do not strictly comply with these rules and requirements.

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 Consultant 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 and City 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. FOR THE AVOIDANCE OF ANY CONFUSION, THE CONSULTANT SHALL NOT BE RESPONSIBLE NOR LIABLE TO INDEMNIFY OR HOLD HARMLESS THE COUNTY OR ITS OFFICIALS, AGENTS, OR EMPLOYEES FROM OR AGAINST ANY OR ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, OR LIABILITY ARISING FROM THE NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICIALS, AGENTS, OR EMPLOYEES.

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:

Brad Woodman, AIA, Principal
SmithGroupJJR
455 North 3rd Street,
Phoenix, Arizona 85004

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 and capable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.

14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

14.21. CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

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

14.23. MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will

include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

14.24. INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.

14.25. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.

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.

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# Q1402-008-AG, 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.

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.

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.

Contract No. 4400001985

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: A.B. Woodman

Printed Name: A.B. Woodman

Title: Vice President
Authorized Representative

Date: 10·1·14

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

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 **$2,084,673.00**.

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

(i) Design Phase includes:

Pre-Design and Programming Phase	=	$ 166,773.00
Schematic Design Phase	=	$ 364,146.00
Design Development Phase	=	$ 520,195.00
Construction Documents Phase	=	$ 624,129.00
Subtotal Design Phase Services =		$ 1,675,243.00
(ii) Bidding Phase:		$ 27,696.00
(iii) Construction Phase: includes Construction Contract Administration Phase and Close-out Documents and Drawings		$ 381,734.00
TOTAL BASIC SERVICES:		**$ 2,084,673.00**

SECTION 2 - FIXED FEE

2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement. Basic Services also include travel expenses incurred in connection with the trips outlined in Attachment 1 to this Exhibit 1.

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

REIMBURSABLES TOTAL NOT TO EXCEED: **$ 64,607.00**

SECTION 5 –TOTAL AGREEMENT SUM

5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of **$2,084,673.00**, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of **$64,607.00**, will not exceed **$2,149,280.00.**

SECTION 6 –SCHEDULE OF PAYMENTS

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

ATTACHMENT 1 to EXHIBIT 1
PROJECT TRAVEL

Project Phase / Program (See notes)	No. of Trips	No. of Personnel
1) Program Verification Phase		
SmithGroup w/ Overnight Stay	2 Trips	10
2) Schematic Design Phase		
SmithGroup w/ Overnight Stay	2 Trips	10
SmithGroup w/o Overnight Stay	1 Trips	3
3) Design Development Phase		
SmithGroup w/ Overnight Stay	1 Trips	4
4) Construction Document Phase		
SmithGroup w/ Overnight Stay	1 Trips	3
5) Construction Phase		
SmithGroup w/ Overnight Stay	1 Trips	2
SmithGroup w/o Overnight Stay	2 Trips	4

NOTE:

- All trips must be approved and coordinated with the Project Manager prior to scheduling.
- Additional "Project Travel" exceeding allotted number of trips outlined above will require the prior written approval of the Project Manager. Reimbursement of such additional Project Travel will made in accordance with Section 9.0, Reimbursable Expenses, and Section 3.2, of Exhibit 1.

Contract No. 4400001985

EXHIBIT 2
HOURLY RATES

ADDITIONAL SERVICES SCHEDULE OF RATES (HOURLY):

BASIC SERVICES

Architectural Services (SmithGroupJJR)	
Principal-in-Charge	$ 240.00
Project Director	$ 195.00
Project Manager	$ 160.00
Design Principal	$ 180.00
Senior Architect/Senior Designer	$ 150.00
Project Architect	$ 118.00
Architect	$ 100.00
Architect/Designer	$ 107.00
LEED Project Administrator	$ 150.00
Interiors Principal	$ 165.00
Senior Interior Designer	$ 130.00
Interior Designer	$ 95.00
Space Planner / Graphic Designer	$ 85.00
Electrical Services (SmithGroupjJR/Chambers)	
Principal Electrical Engineer	$ 215.00
Senior Electrical Engineer	$ 175.00
Project Electrical Engineer	$ 130.00
Electrical Designer	$ 110.00
Electrical CADD	$ 95.00
Mechanical Services (SmithGroupJJR/Chambers)	
Principal Mechanical Engineer	$ 215.00
Senior Mechanical Engineer	$ 175.00
Project Mechanical Engineer	$ 130.00
Mechanical Designer	$ 110.00
Mechanical CADD	$ 95.00
Permit Services (Austin Permit Services)	
Principal	$ 150.00
Environmental (Baer)	
Senior Scientist	$ 160.00
Project Scientist	$ 106.00
Project Staff	$ 101.00
Landscape Services	
Principal	$ 155.00
Senior Landscape Architect	$ 120.00
Landscape Architect	$ 105.00
Site Designer	$ 85.00

Architectural Services (BGK)	
Principal-in-Charge	$253.00
Project Manager	$182.00
Architect I	$167.00
Architect II	$156.00
Architect III	$148.00
Intern	$ 80.00
Structural Services (Rogers Moore)	
Senior Principal Structural Engineer	$280.00
Principal Engineer	$240.00
Senior Project Manager	$180.00
Project Manager	$160.00
Senior Quality Control Engineer	$170.00
Senior Engineer	$140.00
Engineer	$120.00
Graduate Engineer	$110.00
Senior Field Rep	$ 90.00
Estimator (Project Cost Resources)	
Lead Civil/Arch/Struct/ Senior Estimator	$175.00
Civil/Arch/Struct Estimating Manager	$135.00
MEP Estimator	$125.00
Interiors Estimator	$100.00
Equipment Estimator	$ 75.00
AV/IT/Security (4b Technology)	
Principal	$175.00
Project Manager	$160.00
Senior Consultant	$140.00
Consultant	$135.00
CAD	$ 85.00
Admin	$ 45.00
Civil Services (Chan & Partners)	
Principal Engineer	$194.44
Senior Project Engineer	$172.04
Project Engineer	$112.20
Graduate Engineer	$ 85.24
Senior Engineer Technician	$ 89.91
Engineer Technician	$ 75.85
Clerical	$ 68.34

ADDITIONAL SERVICES SCHEDULE OF RATES (Hourly):

INTENTIONALLY LEFT BLANK

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 **270 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **270** 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

Travis County - New Medical Examiners Office Building

Austin. Texas

1-Sep-14

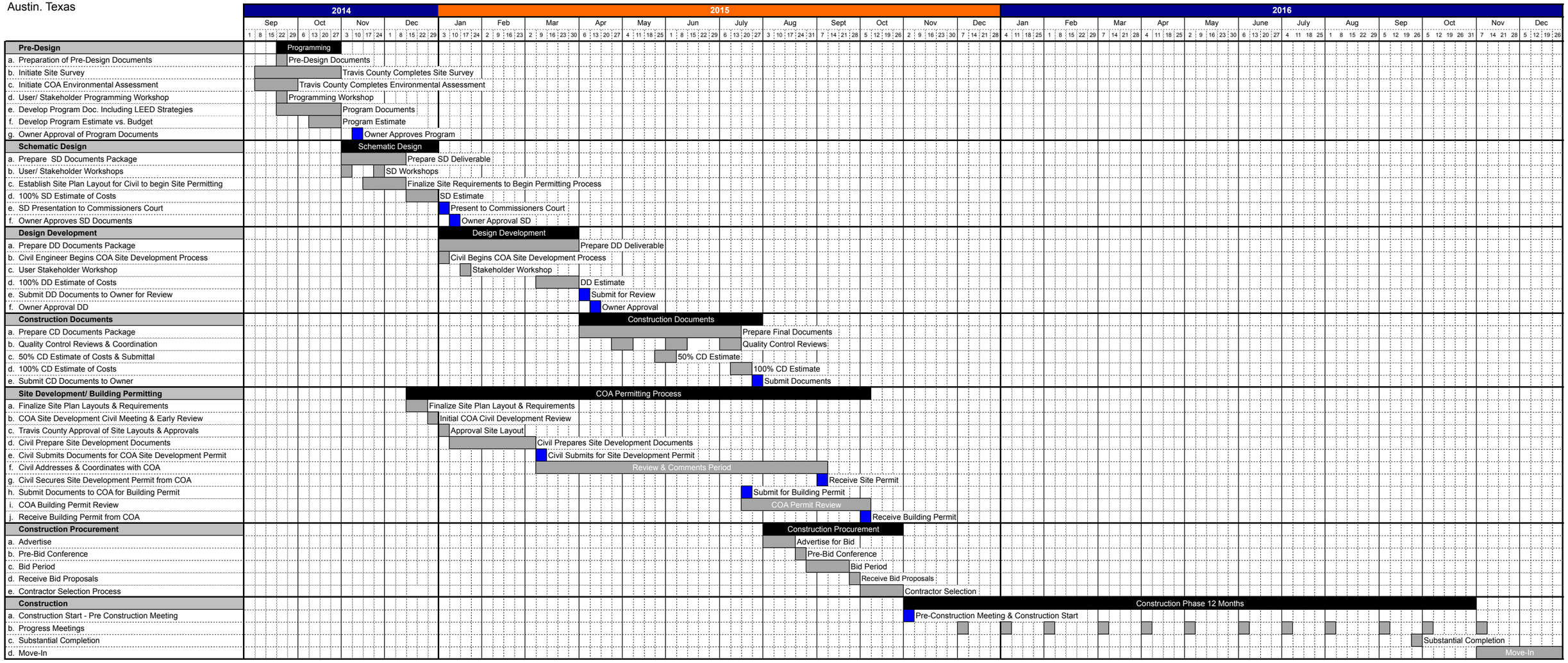


EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

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.

Contract No. 4400001985

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 10·1·14
Name of Affiant: A. B. Woodman
Title of Affiant: Vice President
Business Name of CONSULTANT: Smith Group JJR
County of CONSULTANT: Maricopa

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.

A.B. Woodman
Signature of Affiant

455 N. 3rd St. Phoenix, Az.
Address

SUBSCRIBED AND SWORN TO before me by A.B. WOODMAN on Oct 1, 20 14.

Linda M Lee
Notary Public, State of ARIZONA

OFFICIAL SEAL
LINDA M. LEE
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct. 29, 2014

LINDA M. LEE
Typed or printed name of notary
My commission expires: October 29, 2014

Contract No. 4400001985

ATTACHMENT 1 to EXHIBIT 6
LIST OF KEY CONTRACTING PERSONS
August 28, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mgment & 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.....Elaine Casas, J.D.*
Assistant Purchasing Agent .....Marvin Brice, CPPB
Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB
Purchasing Agent Assistant IV .....CW Bruner, CTP, CPPB
Purchasing Agent Assistant IV .....Lee Perry
Purchasing Agent Assistant IV .....Jason Walker
Purchasing Agent Assistant IV .....Richard Villareal
Purchasing Agent Assistant IV .....Patrick Strittmatter, CPPB
Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB, CTPE
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, CPPB
Purchasing Agent Assistant IV .....Angel Gomez
Purchasing Agent Assistant IV .....Jesse Herrera, CPPB, CTPM, CTCM, CTP
Purchasing Agent Assistant III.....Vacant
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 .....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 .....Rosalinda Garcia
Facilties Senior Project Manager, FMD.....Ken Gaede, AIA, LEED AP BD+C
Facilities Project Manager, FMD .....Richard Avery, AIA, LEED AP BD+C

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Shannon Pleasant	08/22/15
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
Facilities Senior Project Manager, FMD	Jim Barr, AIA, LEED AP BD+C	07/31/15
Medical Examiner	David Dolinak, MD	08/18/15

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

Contract No. 4400001985

EXHIBIT 7

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.

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

SECTION 1 **BIDDER AND SOLICITATION INFORMATION**

Bidder Company Name:	SmithGroupJJR			State of Texas VID#:	
Address:	455 N 3rd Street, Suite 250	City:	Phoenix	State: AZ	Zip Code: 85004
Contact:	Brad Woodman	Phone No.:	602-824-5233	Fax No.: 602-265-2244	E-mail:
Project Name:	Medical Examiner's Office	Total Bid Amount:	$2,149,280	Solicitation #:	Q1402-008-AG
Is your company a certified HUB? ☐ Yes ☑ No		Indicate Gender & Ethnicity: male, white		brad.woodman@smithgroupJJR.com	
Certifying Agency (Check all applicable):		☐ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)	

Definitions:

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

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

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

SECTION 2 **SUBCONTRACTING INTENTIONS**

Percentage to be subcontracted to Certified HUBs: 34.44%

Total MBE Dollars:	$399,800	Total MBE Percentage:	19.18%	Total WBE Dollars:	$318,120	Total WBE Percentage:	15.26%

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)

Contract No. 4400001985

SECTION 3 **DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS** (Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.

Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.

Sub Company Name: Barnes Gromatzky Kosarek Architects		State of Texas VID#: 1742808137000	
Address: 1508 West 5th St., Suite 200	City: Austin	State: TX	Zip Code: 78703
Contact: Jay W. Barnes, III, FAIA	Phone No.: 512-476-7133	Fax No.: 512-478-2624	E-mail:
Subcontract Amount: $350,000	Percentage: 16.79%	Description of Work: Architecture	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Male, Hispanic	jbarnes@bgkarchitects.com	
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☑ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name: Chambers Engineering, LLC		State of Texas VID#: 1753062457000	
Address: 5501 Spur 327	City: Lubbock	State: TX	Zip Code: 79424
Contact: Chris Chambers	Phone No.: 806-687-9999	Fax No.: 806-687-9997	E-mail:
Subcontract Amount: $40,000	Percentage: 1.92%	Description of Work: MEP Engineering	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Male, African-American	chrisc@chambersengineering.net	
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name: Rogers Moore Engineers, LLC		State of Texas VID#: 1202086787000	
Address: 2603 Augusta Drive, Suite 800	City: Houston	State: TX	Zip Code: 77057
Contact: Elaine Rogers	Phone No.: 713-430-5800	Fax No.: 713-430-5888	E-mail:
Subcontract Amount: $150,000	Percentage: 7.20%	Description of Work: Structural Engineering	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Female, White	erogers@rogersmoorellc.com	
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☑ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name: Austin Permit Service, INC.		State of Texas VID#:	
Address: 1304 East 7th Street	City: Austin	State: TX	Zip Code: 78702
Contact: Lorel Hoffman	Phone No.: 512-474-4555	Fax No.: 512-474-4557	E-mail:
Subcontract Amount: $19,800	Percentage: .95%	Description of Work: Permit Service	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Female, White	lorel@austinpermit.com	
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☑ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

Contract No. 4400001985

SECTION 3 **DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS** (Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.

Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.

Sub Company Name: Project Cost Resources, Inc.		State of Texas VID#: 1760489699700	
Address: 2800 FM 359	City: Richmond	State: TX	Zip Code: 77406
Contact: Belinda Williams	Phone No.: 281-497-4171	Fax No.: 281-497-3522	E-mail: bwilliams@pcrcost.com
Subcontract Amount: $39,320	Percentage: 1.89%	Description of Work: Cost Estimating	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Female, White		
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☑ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name: 4B Technology Group		State of Texas VID#: 1100003175400	
Address: 12600 Northborough Dr, Ste 290	City: Houston	State: TX	Zip Code: 77067
Contact: Terry Basford	Phone No.: 832-249-9379	Fax No.: 832-249-9756	E-mail: terry.basford@4btechnology.com
Subcontract Amount: $77,000	Percentage: 3.69%	Description of Work: IT/AV/Security	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Female, White		
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☑ City of Austin (M/WBE)	☑ Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name: Coleman & Associates, Inc.		State of Texas VID#: 1742752218400	
Address: 9890 Silver Mountain Drive	City: Austin	State: TX	Zip Code: 78737
Contact: Aan Coleman	Phone No.: 512-476-2090	Fax No.: 512-476-2099	E-mail: info@colemanandassoc.com
Subcontract Amount: $32,000	Percentage: 1.54%	Description of Work: Landscape Architecture	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Female, White		
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☑ City of Austin (M/WBE)	☑ Texas Unified Certification Program (TUCP) (DBE)

Sub Company Name: Abadi Architecture and Accessibility Inc.		State of Texas VID#: 1201719978200	
Address: 7516 Dansfield Court	City: Dallas	State: TX	Zip Code: 75252
Contact: Marcela A. Rhoads	Phone No.: 214-403-8714	Fax No.: 214-594-6623	E-mail: marhoads@abadiarchitecture.com
Subcontract Amount: $9,800	Percentage: 0.47%	Description of Work: Accessibility	
Is your company a certified HUB? ☑ Yes ☐ No	Indicate Gender & Ethnicity: Female, Hispanic		
Certifying Agency (Check all applicable):	☑ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

Contract No. 4400001985

SECTION 4 **DISCLOSURE OF NON-HUB SUBCONTRACTORS** (Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project. william.burrus@aon.com

Sub Company Name: Aon Fire Protection Engineering		State of Texas VID#:	
Address: 9442 Capitol of Texas Highway N.	City: Austin	State: TX	Zip Code: 78759
Contact: William Burrus	Phone No.: 512-343-0418	Fax No.: 866-321-0902	E-mail:
Subcontract Amount: TBD	Percentage: 2.0	Description of Work: Fire Protection Engineering	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Sub Company Name:		State of Texas VID#:	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	

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

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

- ☐ All subs to be utilized are "Non-HUBs."
- ☐ HUBs solicited were not competitive.
- ☐ HUBs solicited did not respond.
- ☑ HUBs were unavailable for the following trade(s): Civil Engineering

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

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

- ☑ Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- ☑ Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation? The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)
- ☐ If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.
- ☐ Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.
- ☐ Bidder has (0) zero HUB participation. Provide an explanation

Contract No. 4400001985

SECTION 7 RESOURCES

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com

CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES	
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html	CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business	Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business	TUCP DBE Directory

SECTION 8 AFFIRMATION

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

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

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

Name and Title:	Brad Woodman, Principal	Date:	October 1, 2014
E-mail Address:	brad.woodman@smithgroupjjr.com	Signature:	A.B. Woodman
Provide contact information for the individual in your office who will handle invoicing for this project:			
Name and Title:	Ron Hill, Accounting Manager	E-mail Address:	ron.hill@smithgroupjjr.com
Phone No.:	602-824-5245	Fax No.:	602-265-2244

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

APPENDIX A
SCOPE OF SERVICES

PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
NEW MEDICAL EXAMINER'S OFFICE BUILDING

1.0 THE PROJECT

1.1 The Project is the design of a new building, approximately 51,250 GSF that 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 the 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 its current building located 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 elsewhere 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. Consultant shall notify the County of discrepancies contained in the documents provided or of the need for additional information.

1.3.1 Site survey
1.3.2 Geotechnical report
1.3.3 Phase I Environmental Site Assessment
1.3.4 Needs Analysis and Financial Feasibility Study, by Crime Lab Design, dated October 31, 2011
1.3.5 County Space Standards
1.3.6 County Standards for MDF & IDF Rooms (i.e. ITS communications network standards)
1.3.7 Plans and specifications for the current MEO building.

2.0 ARCHITECTURE/ENGINEERING SCOPE OF SERVICES

2.1 The Consultant's Basic Services will 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 architectural/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, including review and providing comments on Contractor's close-out documentation, will constitute the Consultant's Basic Services. Basic Services also include design for FF&E (see Section 2.4.11 for more detailed scope description of FF&E services.). These documents 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 architectural/engineering ("A/E") disciplines and specialty sub-consulting services to be provided by Consultant will include the following and, at Consultant's discretion, may include others. These may be provided directly by Consultant, as appropriate to professional qualifications, or may be contracted to sub-consultants.

2.3.1 Architecture
2.3.2 Interior Design (refer to Section 2.4.11 for FF&E scope of services)
2.3.3 Forensic Pathology, Toxicology and related Consultants
2.3.4 Excludes Civil Engineering, including but not limited to the following:
2.3.4.1 Excludes:
2.3.4.1.1. Site Development through Site Plan Review. County will provide Civil Design and Construction Documents for Site Development. Consultant to provide Architectural Design Documents necessary for the Site Development Application.
2.3.4.1.2. Site/Civil Plan review and permits. County will provide coordination and submittal for required site/civil regulatory plan review and construction permit approvals.
2.3.4.1.3. Parking Lot Design – County will coordinate with EE for site lighting.
2.3.4.1.4. Storm Water Run-off – Water Quality and Water Detention Ponds (design will be provided by County).
2.3.4.1.5. Utilities to Site. County will coordinate with MEP to identify demarcation points and conduit/pipe sizes.
2.3.5 Structural Engineering
2.3.6 Mechanical, Electrical, Plumbing (MEP) Engineering
2.3.7 Fire Protection Engineering limited to performance-based specifications and general scope clarification drawings as necessary for bidding purposes.
2.3.8 Acoustical, A/V, and Data/Communications Systems Consultants
2.3.9 Security Design
2.3.10 Excludes 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 as part of Basic Services:

2.4.1 Pre-design programming and planning, code and regulatory analysis. Programming services to include review, verification, updating, and completion of initial programming work in Crime Lab Design's "Needs Analysis and Financial Feasibility Study".
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 that 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 a reasonable attempt, in coordination with County, must 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 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 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 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 excluding site/civil plan review and permits.

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 County.

2.4.10 Programming and design of forensic pathology, morgue and toxicology equipment, spaces and infrastructure.

2.4.11 FF&E design and selection

2.4.11.1 Includes design and selection of all new FF&E including, but not limited to the following:

a. Pathology and lab-related furniture and equipment as required for labs, autopsy suites, medical storage rooms, viewing galleries, and other similar spaces required for a fully functioning Medical Examiner's facility.

2.4.11.2 Excludes the following scope:

a. Office, conference room, waiting room furniture and equipment;
b. All specialized portable laboratory equipment identified by the Project Manager/Medical Examiner's Office;
c. FF&E bid packaging and procurement activities;
d. Management of delivery and installation of FF&E.

3.0 PRE-DESIGN PHASE SERVICES – PROGRAMMING & PLANNING

3.1 Following receipt of the Notice-to-Proceed, Consultant will attend a Project kick-off conference. This meeting will be an orientation session that will introduce Consultant to County departments and offices that will be involved with the Project. Other meeting objectives are to establish communication protocols and review the goals, scope and schedule for the Project.

3.2 Consultant will develop an understanding of the MEO operations.

3.3 Consultant will study existing site information and conditions, including utilities, streets and neighboring properties that may impact the Project design and/or construction considerations. Consultant will identify issues of site and utility design concern and evaluate conceptual alternatives as appropriate.

3.4 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 County. Meetings will be coordinated through the County (FMD) Project Manager.

3.5 Based on the OPR, 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 that completely describe the work. Coordinate the Project design among all the architectural 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 Project Manager. Following these meetings, present the schematic design to the Commissioners Court during the designated Tuesday Voting Session. During the schematic design presentations, explain key elements of the design, answer questions, and aid the users in understanding all critical aspects of the design.

4.3 Consultant will provide a secure FTP site for sharing Project information with County.

4.4 The approved budget will be established by County. Consultant will be responsible for a final design that can be constructed 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. County will monitor the cost and design progress, but such monitoring will in no way relieve Consultant of the responsibility for producing a design within the approved budget.

4.5 Provide design phase services to achieve the LEED design goals and comply with the LEED certification process. Consultant will register the Project with USGBC, and develop the information needed for this registration. Using a LEED scoring matrix or other tracking tool, 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 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, Consultant will prepare and submit to USGBC the preliminary submission for LEED certification. Upon receipt of the USGBC "Preliminary LEED Review", Consultant will notify County of the status of the Project relative to LEED certification goals and consider, together with County, if any alternative design options should be explored.

4.6 Submit all regulatory and utility agency submittals, including permit application, ComCheck forms and energy conformance calculations, and building permit application for use by County and for regulatory agency review and approval. 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. Contractor will be responsible for payment and pick-up of permits after Consultant has obtained approval for the permits.

4.7 "Construction Documents" means plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by Consultant for the Project. These shall become the property of County. Consultant shall furnish County with such documents as requested, whether or not they are

complete at the end of the Project, or upon suspension or termination, as set forth in the Professional Services Agreement. Consultant will have the right to retain record copies.

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

4.8.1 One full-sized set and one half-sized 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.
4.8.2 One unbound set of 100% complete full-sized construction drawings, photo-statically plotted on bond paper with one unbound set of the final specifications.
4.8.3 One copy of the electronic drawing files and specifications on compact disc or flash drive.
4.8.4 Calculations as described herein.
4.8.5 Regulatory documents as described herein.

4.9 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.

4.9.1 Drawing set Cover Sheet
4.9.2 Each sheet of Drawings
4.9.3 Project Manual Table of Contents page
4.9.4 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 contractors.

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

6.0 CONSTRUCTION CONTRACT ADMINISTRATION PHASE SERVICES

6.1 Construction Contract Administration services will include the construction, transition, warranty period (including the one-year warranty walk-thru) and LEED certification phases to the extent required for 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 Consultant shall at all times have access to the work whenever it is in preparation or progress.

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

6.4 Consultant shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by County. Submit results of reviews within seven (7) calendar days for RFI responses and fourteen (14) calendar days for submittal responses. Consultant shall notify County immediately if more time is required, and County may grant additional time for reasonable cause. Interpretations and decisions of Consultant must be consistent with the intent of and reasonably inferable from the Contract Documents and must be in written and/or graphic form.

6.5 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. Consultant will monitor the LEED points status throughout the Construction Phase, and advise the County as needed.

6.6 Consultant will not have control or charge of, and will 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 Construction Documents.

6.7 In coordination with County, Consultant will produce a punch list of construction deficiencies at the time of Substantial Completion and prepare the Certificate of Substantial Completion.

6.8 Consultant will provide information and observations as needed to the Independent Commissioning Agent and to County during the final testing and adjustment of all building systems and training of County staff in systems operations.

6.9 Consultant will coordinate and cooperate with the Texas Accessibility Standards ("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 Texas Department of Licensing and Regulation ("TDLR") is obtained.

6.10 Consultant will verify, in coordination with County, the completion of all punch list items, and any other construction closeout requirements, and notify County that the construction has reached Final Completion. 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 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, Consultant will review all options for appeal, including the associated USGBC appeal fees, and advise County. Upon direction from County, Consultant will prepare and submit the appeal documentation, with responsibility for appeal fees as negotiated with County at that time. Consultant will notify County of the final outcome of the LEED appeal process.

6.12 Consultant shall review and provide comments on as-built documentation received from the Contractor upon completion of the Project or phases of the Project as applicable. The Consultant shall coordinate and confirm that the Contractor has provided the as-built drawings in the same format as the construction drawings and provided two (2) full-sized and one (1) half-sized bound sets of as-built drawings, plotted on bond paper, and one copy of the as-built drawings on CD or flash drive.

6.13 Consultant shall respond to questions sent by County during the warranty period commencing at Substantial Completion and extending one year for all construction. At the 11th month after Substantial Completion, Consultant will re-inspect the Project and submit a written report to 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 must 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 must be set forth by 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 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 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 an integral part. Attendance and participation at such meetings will be part of Basic Services. Consultant will document all Project meetings through the end of the Design Phase, in the form of written meeting notes, to be distributed to attendees and others as directed by County.

9.0 SCHEDULE

9.1 Consultant's delivery of the Work Product must conform to the phases detailed in this Scope of Services, which will commence upon receipt of a written Notice-to-Proceed from County. While the durations of the individual phases may be adjusted by mutual agreement of the parties by means of a contract modification, the 100% Construction Documents shall be completed according to the Project schedule.

9.2 Projected Schedule: These timeframes commence at NTP, are consecutive and include County reviews, approvals and associated activities.

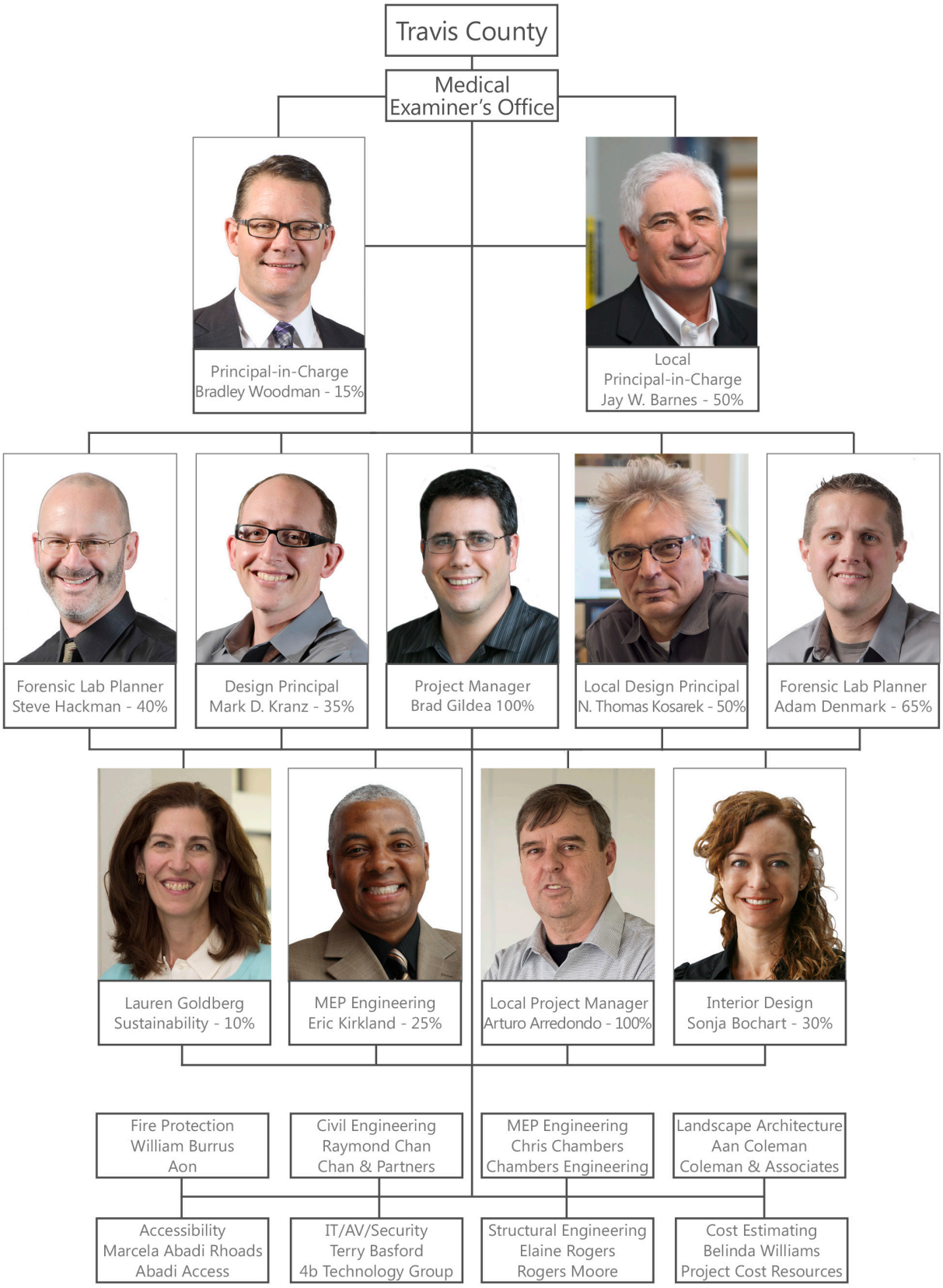
9.2.1 Pre-Design and Design Phases – 9 months, not including County review times
9.2.2 Construction Procurement Phase – 3 months
9.2.3 Construction Phase (from NTP to Substantial Completion) – 11 months
9.2.4 Transition (from Substantial to Final Completion) – 1 month
9.2.5 LEED Certification Phase (to completion of certification) – as required

END OF SCOPE OF SERVICES

Contract No. 4400001985

APPENDIX B

ORGANIZATIONAL CHART



Percentages of time key staff persons will commit to the project are indicated after their names.

APPENDIX C

CONSULTANT'S QUALIFICATION STATEMENT ATTACHED

Travis County

New Medical Examiner's Office Building

Statement of Qualifications
RFQ NO. 1402-008-AG
May 14, 2014

SmithGroupJJR
with Barnes Gromatzky Kosarek Architects

SMITHGROUP JJR

455 N 3rd Street,
Suite 250
Phoenix, Arizona 85004
602-265-2200
www.smithgroupjjr.com

Barnes Gromatzky Kosarek Architects

1508 West 5th Street,
Suite 200
Austin, Texas 78703
512-826-8482
www.bgkarchitects.com

Cyd V. Grimes, C.P.M., CPPO
Travis County Purchasing Agent
700 Lavaca Street, Suite 800
Austin, TX 78701

May 14, 2014

RE: New Medical Examiner's Office Building

Dear Ms. Grimes and Members of the Selection Committee:

We understand how long and how eagerly the Travis County Medical Examiner's Office has awaited this opportunity to build a new facility, and we share the enthusiasm to design a larger, state-of-the-art building that will accommodate growth through 2035 and expansion through 2045. In anticipation of this exciting project, SmithGroupJJR has partnered with the well-respected local architecture firm of Barnes Gromatzky Kosarek Architects to provide a comprehensive and skilled team that will bring this project to fruition while meeting Travis County's aggressive schedule and sustainability goals.

SmithGroupJJR is one of the largest architecture, engineering and planning firms in the U.S. With a staff of over 800 employees, we specialize in the science & technology, healthcare, workplace, and higher education sectors. Our forensic group is comprised of architects, engineers, laboratory planners and interior designers with one mission in mind: to understand issues that influence forensic investigations and improve the efficiency and effectiveness of our laboratory planning and design.

Headquartered in Austin for almost 30 years, BGKA offers a full range of architectural planning and design services. The firm has worked on large-scale projects for civic, government, private, and higher education clients throughout the State of Texas, and completed its first project with Travis County over 25 years ago. BGKA is also a leader in sustainable design, building information modeling, and is a State of Texas certified HUB firm. We believe the following qualities highlight our team's strengths and unique capabilities:

- **A Legacy of Innovation in Research Environments -** SmithGroupJJR has an unprecedented seven "Lab of the Year" awards by R&D Magazine from one of the first interdisciplinary research buildings, University of Illinois Beckman Institute to 2014's NREL Energy Systems Integration Facility.
- **Forensic Science Facility Specialists -** SmithGroupJJR is at the forefront of forensic planning and design with more than three decades and seven million square feet of forensic project experience. SmithGroupJJR professionals continue to define emerging trends in facilities dedicated to medicolegal autopsy and death investigation.
- **Local Presence -** BGKA has completed large-scale projects in Travis County and throughout the State of Texas including many civic icons and community destinations, such as the Palmer Events Center, the Austin Convention Center Parking Garage and Austin Energy District Cooling Plant, UT Austin's Almetris Duren Hall, and the current transformation of Austin's Highland Mall into an academic campus for the Austin Community College District.
- **Commitment to Sustainability -** Both SmithGroupJJR and BGKA incorporate sustainable design as an integral part of their philosophies and have a proven record of LEED certified buildings.

With SmithGroupJJR's forensic design knowledge and expertise, combined with BGKA's extensive experience working in and around Travis County, we believe that our team is ideally qualified to help Travis County achieve its goals for the New Medical Examiner's Office Building. We welcome the opportunity to the further discuss your goals and our ideas during the interview process.

Sincerely,

Brad Woodman, AIA
SmithGroupJJR Principal
brad.woodman@smithgroupjjr.com

Jay W. Barnes, III, FAIA
BGKA Principal
jbarnes@@bgkarchitects.com

1 Firm Information and Staff

SECTION I: TO BE COMPLETED BY RESPONDENT

PROJECT NAME	Travis County New Medical Examiner's Office Building
NAME OF RESPONDENT	SmithGroupJJR

ADDRESS OF RESPONDENT'S HEADQUARTERS
500 Griswold Street
Suite 1700
Detroit, Michigan 48226
Location services will be provided: 455 N. Third Street, Phoenix, Arizona 85004

DATE OF ORGANIZATION	1853

(Month/Year)

NOTE: Provide Names and Dates of Predecessor Organization(s):	
NAMES	**DATES**
Sheldon Smith, Architect	1853
Field, Hinchman & Smith	1903
Smith, Hinchman & Gryllis Assoc., Inc.	1956
SmithGroup Arizona, Inc.	1995
Floor & Associates	1997
Floor Associates	2000
SmithGroup, Inc.	2008

TYPE OF ORGANIZATION	Privately-held Corporation

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

BUSINESS TELEPHONE NUMBER(S)			
OFFICE	602.265.2220	**FAX**	602.265.2244

LIST OF PRINCIPALS (NAMES)	TITLES	DEGREES
Carl Roehling	President & CEO	Master of Science in Architecture, Bachelor of Science in Architecture
David King	Chairman	Master of Architecture, Bachelor of Architecture
Randy Swiech	COO	BS in Electrical Engineering, Studies in Business Administration
Joe Lordon	CFO	MBA in Accounting, Bachelor of Accounting
Brad Woodman	Vice President & Pheonix Office Director	Bachelor of Architecture

1) RESPONDENT'S STAFF

A. LIST CURRENT NUMBER OF RESPONDENT'S FULL-TIME EMPLOYEES IN EACH CATEGORY, INCLUDING ALL STAFF WHEN A JOINT VENTURE: (Please designate the number of key staff registered/licensed in the State of Texas.)

POSITIONS	LOCAL OFFICE	NATIONAL OFFICE(S)
Civil Engineers, P.E	0	0
Structural Engineers, P.E.	0	1
Geotechnical Engineers, P.E.	0	0
Registered Public Land Surveyors	0	0
OTHER PROFESSIONALS	4	25
OTHER SUPPORT PERSONNEL	116	812
TOTALS	**120**	**838**

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

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

NAME	COLLEGE DEGREE	PROFESSIONAL REGISTRATION/LICENSE	PROJECT MANAGEMENT EXP.	TOTAL YEARS. EXP
PROJECT MANAGER: Brad Woodman	BArch	Registered Architect in TX, AZ, NV, NM, UT; LEED AP BD+C	16	27
Mark Kranz	MArch, BS in Architecuture	Registered Architect in AZ, GA; LEED AP BD+C	10	17
Adam Denmark	BArch	Registered Architect in AZ; LEED AP BD+C	3	16
Steven Hackman	BArch, BED	Registered Architect in MO; LEED AP BD+C	14	29
Eric Kirkland	BS in Mech. Engineering	P.E. in TX, AZ, CA, CO, FL, ID, MI, NM, NV, UT; LEED AP BD+C	8	34
Sonja Bochart	BS in Design	National Council for Interior Design Qualification, LEED	10	18

2 Respondent's Team Experience

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 5 years	Services Provided	Project Mgr. Name	Construction Project Cost	Client Contact Name and Phone No.
Toronto Forensic Services and Coroner's Complex	Lab Planning and Design	Brad Woodman	$300 million	Jeff Arnold, 416.314.4365
New Mexico Scientific Laboratories[1]	Lab Planning and Design	Brad Woodman	$74 million	Dr. Kurt Nolte, 505.925.0524
JPAC[2] Forensic Identification Laboratory	Lab Planning and Design[3]	Brad Woodman	$88 million	James Low, 808.472.1300
Abu Dhabi Medical Examiner Facility	Lab Planning and Design	Brad Woodman	$29.9 million	Dr. David Fowler, 410.333.6292
Bexar County Space Needs Assessment and Crime Lab	Space Needs Assessment[4]	Brad Woodman	N/A	Randall Frost, MD, 210.335.4053

1. New Mexico Scientific Laboratories—Office of the Medical Investigator
2. Joint POW/MIA Accounting Command
3. Lab Planning and Design, Architecture, and MEP Engineering
4. Space Needs Assessment for existing forensic building

SmithGroupJJR Forensic Experience

		ARIZONA	Police Headquarters, & Crime Lab, Avondale	County/City Police & Govt Center, Surprise	County Crime Laboratory, Phoenix	County Medical Examiner, Phoenix	Police Headquarters & Crime Lab, Peoria	Police Department Crime Lab, Phoenix	Police Department DNA Lab, Phoenix	Property/Evidence Building, Gilbert PD	CALIFORNIA	County Crime Laboratory, Martinez	County Sheriff Admin & EOC, Martinez	DEA Crime Laboratory, San Francisco	DEA Crime Laboratory, San Diego	State DOJ Crime Laboratory, Santa Barbara	County Coroner, Los Angeles	County Crime Lab, Los Angeles	County Satellite Crime Lab, Lancaster	Coroner & Training Academy, Santa Ana	County Crime Laboratory, San Bernardino	County Crime Laboratory, San Diego	US Customs Lab, San Francisco	COLORADO	Denver Police Crime Lab, Denver	FLORIDA	DEA Crime Laboratory, Miami	HAWAII
FACILITY TYPE	Law Enforcement		■	■	■		■	■	■	■			■	■							■						■	
	Forensic Laboratory		■		■	■	■	■	■			■		■	■	■		■	■	■	■	■	■		■		■	
	Forensic Medicine		■			■											■			■								
DESIGN SERVICES	Architecture		■	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■		■		■	
	MEP Engineering		■	■	■		■	■	■	■		■	■	■		■	■	■		■	■		■		■		■	
	Needs Assessment		■		■		■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■		■		■	
	Design Program		■		■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■	■	■		■		■	
	Concept Design		■	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■	■		■		■		■	
	Schematic Design		■	■	■		■		■	■				■		■			■	■			■		■		■	
	Design Development		■				■		■	■				■		■			■	■			■		■		■	
	Construction Docs		■				■		■	■				■		■			■	■			■		■		■	
	Construction Admin		■				■		■	■				■		■			■	■			■		■		■	

■	■	■	■	■	■	■	■	■	■	■		JPAC Forensic Identification Laboratory, Hickam AFB
												ILLINOIS
■	■	■	■	■				■		■		Federal Reserve Gun Range, Chicago
												MARYLAND
■	■	■	■	■	■	■	■	■		■	■	DEA Crime Laboratory, Largo, MD
												MICHIGAN
■	■	■	■	■	■	■	■	■			■	DEA Regional Office, Detroit
			■	■	■	■		■			■	Detroit Police Department, Detroit
■	■	■	■	■	■	■	■	■			■	Police Dept 12th Precinct Station, Detroit
■	■	■	■	■	■	■	■	■			■	PD Customer Service & 911 Center, Detroit
		■	■	■	■	■	■	■		■	■	Police Dept Crime Laboratory, Detroit
		■	■	■	■	■	■	■			■	PD Property & Evidence Division, Detroit
■	■	■	■	■	■	■	■	■			■	Police Headquarters & City Hall, Milan
■	■	■	■	■	■	■	■	■		■	■	Public Safety HQ Forensics Science Lab, Detroit
												MINNESOTA
								■		■	■	Hennepin County ME Regional Off ce Study
■			■	■	■	■		■	■			Mayo Clinic Autopsy Laboratory, Rochester
■	■	■	■	■	■	■	■	■		■	■	State Police HQ & Crime Lab, St. Paul
■	■	■	■	■	■	■		■		■	■	State Police Off & Crime Lab, Bemidji
												MISSOURI
				■	■	■		■		■		Police Department Crime Lab, Kansas City
												NEBRASKA
												JPAC Satellite Central identification lab, Offutt AFB
												NEW MEXICO
■	■	■	■	■	■	■		■	■			Office of the Medical Investigator, Albuquerque
												NEW YORK
					■	■	■	■		■	■	DEA Crime Laboratory; New York City
	■	■	■	■	■	■		■		■	■	PD Crime Lab Remodel, New York City
■	■	■	■	■	■	■		■		■		County Crime Laboratory, Syracuse
■	■	■	■	■	■	■		■	■			County Medical Examiner, Syracuse
												Office of Chief Medical Examiner, New York City
■	■	■	■	■	■	■		■		■	■	State Crime Laboratory, Albany
■	■	■	■	■	■	■		■	■		■	State Morgue, Albany
												OREGON
	■	■	■	■	■	■	■	■		■	■	State DPS Training Academy, Salem
■	■	■	■	■	■	■	■	■		■	■	State Crime Laboratory, Portland
■	■	■	■	■	■	■	■	■	■			State Medical Examier, Portland
												PENNSYLVANIA

				■	■	■	■	■		■		Allegheny County Crime Lab, Pittsburgh
												TEXAS
■	■	■				■	■	■			■	Border Patrol Sector HQ, Edinburg
				■	■	■		■	■			County Medical Examiner's Office, San Antonio
				■	■	■		■		■		County Criminal Investigation Lab, San Antonio
■	■	■	■	■	■	■	■	■		■	■	DEA Bulk Evidence & Tech Ops, Laredo
■	■	■	■	■	■	■	■	■		■	■	DEA Crime Laboratory, Dallas
	■	■	■	■	■	■	■	■		■	■	US Customs Laboratory, Houston
												Utah
■	■	■	■	■	■			■	■			Utah State Toxicology Laboratory, Salt Lake City
				■	■	■		■		■		DPS Crime Lab, Salt Lake City
				■	■	■		■	■			Office of the Medical Examiner, Salt Lake City
												VIRGINIA
■	■	■	■	■	■	■	■	■		■	■	CIA Expansion & Remodel, Langley
				■	■	■	■	■		■	■	DEA Clandestine Lab Training, Quantico
				■	■	■	■	■		■	■	DEA Forensic Training Laboratory; Quantico
■	■	■	■	■	■	■	■	■		■	■	DEA Testing Laboratory, Dulles
■	■	■	■	■	■	■	■	■		■	■	DEA Special Testing Laboratory; Sterling
												WASHINGTON
■	■	■	■	■	■	■	■	■			■	Border Patrol Sector Headquarters, Blaine
												WEST VIRGINIA
■	■	■	■	■	■	■	■	■		■	■	FBI CJIS & Identification Div, Clarksburg
												WASHINGTON, DC
				■	■	■	■	■		■	■	BATF Crime Laboratory
■	■	■	■	■	■	■	■	■			■	DIA Analysis Center
■	■	■	■	■	■	■	■	■			■	FBI Comm Facilities, 46 Field Offices
				■	■	■	■	■		■	■	FBI Master Plan, J. Edgar Hoover Building
												INTERNATIONAL
		■	■	■	■	■	■	■	■		■	Abu Dhabi Mortuary Center, Al Shamkha, Abu Dhabi
	■	■	■	■	■	■	■	■		■	■	DEA Crime Lab, San Juan, Puerto Rico
			■	■	■	■		■	■	■	■	National Crime Lab, El Salvador
			■	■				■		■	■	National Crime Lab, Algiers, Algeria
			■	■				■	■		■	National Medical Examiner, Algiers, Algeria
■		■	■	■				■		■	■	Center for Forensic Services,Toronto, Ontario
■		■	■	■				■	■		■	Forensic Pathology Unit,Toronto, Ontario
			■	■	■			■		■		ICITAP Crime Lab, Zamboanga, Philippines

Toronto Forensic Services and Coroner's Complex

Ministry of Community Safety & Correctional Services

Location
Toronto, Ontario

Project Size
650,000 gsf

Services Provided
Programming
Engineering
Lab Planning and Design

Project Manager
Brad Woodman

Construction Project Cost
$300,000,000

Client Contact
Jeff Arnold, 416.314.4365

Project Description

SmithGroupJJR in association with WZMH Architects completed the Planning, Design, and Compliance phase for this combined forensic facility. With an integrated team of architects, engineers, laboratory planners, and forensic experts, SmithGroupJJR provided forensic laboratory planning and design services for the facility which includes the Centre of Forensic Sciences (CFS) and Provincial Forensic Pathology Unit (PFPU).

The CFS portion of this 5-story Complex includes forensic laboratories serving law enforcement agencies throughout the Province of Ontario. Among the forensic services provided will be biology/DNA, toxicology, chemistry, firearms, documents, digital forensics, forensic imaging, and an RF-shielded electronics section. The laboratory includes a central forensic R&D laboratory, in addition to substantial spaces within each laboratory section dedicated to research.

In addition to 14 autopsy tables and extensive body storage, the PFPU includes space for imaging (X-ray, CT & MRI), laboratory services, mass fatalities, teaching space and a CL3 autopsy environment. An observation corridor is provided to allow for autopsy observation by appropriate personnel in a safe environment.

New Mexico Scientific Laboratories—Office of the Medical Investigator

State of New Mexico

Location
Albuquerque, New Mexico

Project Size
190,000 sf

Services Provided
Lab Planning and Design
Program Validation

Project Manager
Brad Woodman

Construction Project Cost
$74,000,000

Client Contact
Dr. Kurt Nolte, 505.925.0524

Project Description

SmithGroupJJR, in association with Studio Southwest Architects, completed program validation and is the laboratory design and planning consultant of the Scientific Laboratories for the State of New Mexico, a 190,000 gsf, 5-story laboratory facility designed to serve the New Mexico Department of Health - Scientific Laboratory Division (SLD), the New Mexico Department of Agriculture - Veterinary Diagnostics Services (VDS), and the New Mexico Office of the Medical Investigator (OMI).

Each of these departments contain a bio-safety level three (BSL3) or agricultural bio-safety level three (AGBSL3) suite. The forensic pathology BSL3 suite in the Office of Medical Investigator is believed to be the first of its kind in the country. The building includes training facilities and will allow these specialized agencies to provide clinical service, education, and research at the University of New Mexico.

The Scientific Laboratory Division provides analytical laboratory support services for agencies administering health and environmental programs for state citizens. The SLD is comprised of three Bureaus (Biology, Chemistry, and Toxicology) which will occupy a total of 41,000 sf. The Biology areas provide space for general microbiology, virology/serology, environmental biology, molecular biology, and BSL3 space which will be shared with VDS for further isolation and analysis of pathogens.

Joint POW/MIA Accounting Command (JPAC) Forensic Identification Laboratory

Hickam Air Force Base

Location
Oahu, Hawaii

Project Size
136,497 gsf

Services Provided
Programming
Lab Planning and Design
Architecture
MEP Engineering

Project Manager
Brad Woodman

Construction Project Cost
$88,000,000

Client Contact
James Low, 808.472.1300

Project Description

SmithGroupJJR is providing design and engineering services for **the world's largest forensic anthropology laboratory** at the Joint POW/ MIA Accounting Command (JPAC) Central Identification Laboratory at Hickam Airforce Base in Oahu, Hawaii. This 136,497 sf, $88 million multistory facility will contain a central identification laboratory, administrative offices, and a warehouse.

Laboratory support spaces include a forensic DNA laboratory, morgue and autopsy spaces, and mass storage and deployment spaces for the deployment of groups of scientists to locations throughout the world. This project will include 70 tables for the layout and examination of skeletal remains from American military personnel lost in action as far back as World War II. The autopsy and morgue spaces serve a dual resource role for both JPAC as well as mass fatality support for the adjacent airport.

The architectural design concept compliments the architectural legacy of Hickam AFB, reflects its Hawaiian regional and historical setting, and celebrates the unique function and mission of JPAC. The design concept aims to balance these dynamics and create an appropriate world class facility.

Abu Dhabi Medical Examiner Building

United Arab Emirates

Location
Abu Dhabi, United Arab Emirates

Project Size
146,000 gsf

Services Provided
Forensic Lab Planning and Design

Project Manager
Brad Woodman

Construction Project Cost
$30,000,000

Client Contact
Dr. David Fowler, 410.333.6292

Project Description

SmithGroupJJR in association with Secure Engineering, RJ Lee Group, and Dr. David Fowler completed programming and conceptual design and is providing an integrated team of architects and engineers to serve as the forensic design and planning consultants for this forensic center. The 146,000 gross square foot facility provides space for the Medical Examiner, Public Prosecution, Police, Victim Affairs, and Mortuary Services.

The Medical Examiner portion of the facility includes 18 general and 4 bio containment (BSL3) autopsy stations coupled with body storage capacity to accommodate 400 decedents. Support spaces include areas for x-ray, CT, and MRI imaging modalities, toxicology, histology, DNA, neuro pathology, and mass fatality storage and processing.

Secure observation areas outside of the autopsy zone are provided for both teaching and law enforcement. Additionally, the facility provides 10 rooms that serve as both family identification and body washing to allow the public to perform burial preparations according to local customs.

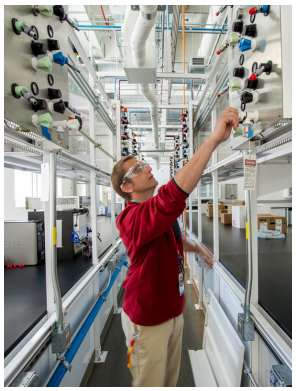
3 Overall Firm Experience

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
10	Laboratories	$11,535,008
29	Office and Municipal	$22,165,198
24	Sustainability and LEED Certified Projects	$12,101,229
8	Healthcare	$20,515,206
12	Education and Training	$20,080,317

Laboratory Design Projects



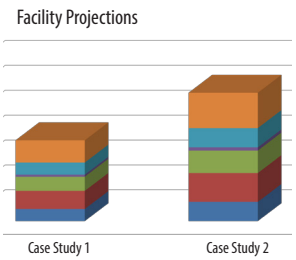
U.S. Department of Energy, National Renewable Energy Laboratory, Energy Systems Integration Facility

Golden, Colorado

SmithGroupJJR provided architecture and engineering services for the 182,500 sf showcase facility, which houses 200 scientists and engineers working together to transform energy infrastructures in 14 sophisticated high-bay laboratories, a high performance computing data center, and an ultra-green workplace. The High Performance Computing Data Center is one of the most energy efficient data centers in the world, and has staggeringly low energy consumption of 75% below the national average for office buildings. ESIF has achieved LEED Platinum Certification and won the 2014 Lab of the Year award by R&D Magazine.

Hennepin County Medical Examiner's Office

Minneapolis, Minnesota

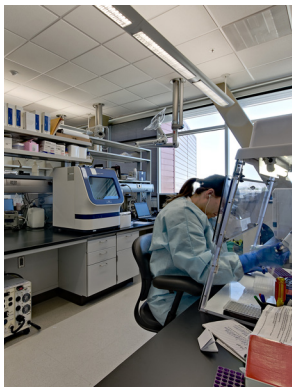


SmithGroupJJR, in association with RSP Architects, is providing an integrated team of architects and engineers to serve as forensic consultants to help determine the future facility needs for this forensic service. The HCME has recently transitioned from a local to regional service delivery provider and is in the process of evaluating business strategies to function more efficiently and effectively. The needs analysis includes a comprehensive study of current operations, projected business strategies, necessary programmatic elements, facility size estimations, equipment needs, and infrastructure requirements. Additionally, the study will review projected costs associated with the facility scenarios and outline schedules for specific implementation.

Denver Crime Lab

Denver, Colorado

The new Denver Police Crime Lab is 60,000 sf and located adjacent to the current Police Administration Building. It houses the Crime Laboratory Bureau's seven Units: Crime Scene Investigations Unit, Forensic Biology/DNA Unit, Firearms Unit, Photography Unit, Forensic Chemistry Unit, Trace Evidence Unit, and Latent Print Unit. The Durrant/SmithGroupJJR design team provided full architectural and engineering services including programming, schematic design, design development documents, construction documents, and construction administration. The facility will attain Energy Star status and was able to exceed requirements and achieve LEED Gold certification.



Utah DFCM Unified State Lab, Design & CMAR

Salt Lake City, Utah

Module One of The Unified State Laboratories is phase one of a three part project to create a Unified campus of State laboratories. The building is approximately 72,055 sf and consists of the Department of Health. The project has been master planned to integrate phase two (Department of Agriculture, Crime Lab and Office of the Medical Examiner) and a potential third phase into a Unified Campus. This consolidation of the labs to a single campus will promote closer interaction and sharing between the various departments and labs. In addition to the highly sensitive labs, Module One incorporates a number of areas to be shared between the future modules such as training laboratories, classrooms, and conference space.

U.S. Customs and Border Protection Southwest Regional Science Center

Houston, Texas

The laboratory's mission is to provide scientific examinations of import goods shipped to U.S. ports in the Gulf of Mexico. The purpose of these examinations is to confirm that all import goods comply with U.S. standards regarding such characteristics as product safety and purity; to verify the accuracy of the published ingredients of import products; and to ensure that all imports originate from countries with trade agreements with the United States. Scientific sections in this laboratory include Latent Prints, Drug Analysis, Organics Lab, Inorganics Lab, Sugar Lab, Textiles Examination, Petroleum Examination, Microbiology, and Weapons of Mass Destruction Lab.

National Institute of Standards & Technology (NIST) Building One Renovation

Boulder, Colorado

Building 1 at NIST Boulder was constructed in 1954 and serves as the main laboratory facility for research and measurements at NIST Boulder. The facility performs the world's best research and measurements, including the world's leading quantum computing research programs, the world's most accurate atomic clocks, and some of the world's most sensitive measurements using unique superconducting devices. The renovation of Building 1 will provide a stable environment for the science and is a necessity for NIST's continued long-term support of US industrial competitiveness in the world market.

University of Hawaii Hilo College of Pharmacy

Hilo, Hawaii

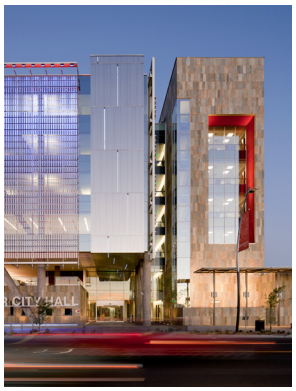
The proposed 90,000 sf facility for the University of Hawaii Hilo, College of Pharmacy will provide modernized academic and research facilities for the fledgling pharmacy school at UH Hilo. The project is planned for two phases of development. The second phase is planned to complete the research portion of the program and components of the vivarium uncompleted in phase one. It is currently envisioned as a three to four story building with a mechanical penthouse. In addition to its support of the education, clinical training and vital research the new facilities will meet LEED Silver certification.

Arizona State University Psychology Building Renovation

Tempe, Arizona

The renovation and expansion of the Vivarium facility at ASU Psychology is programmed to meet the increasing need for Behavioral testing and associated holding and support functions. The improved and expanded vivarium facility will serve the scientific research and graduate programs for the next 20 years. Adaptability of space is a key attribute for the success of the facility. As new technologies are developed, flexibility of spaces to be re-assigned and easily modified will be essential. The new vivarium/research facility for ASU Psychology must be capable of responding to these needs. An evaluation of three primary scenarios is based on a measure of efficiency, return on investment (value), adaptability, and level of collaboration among researchers.

Office and Municipal Projects



Chandler City Hall

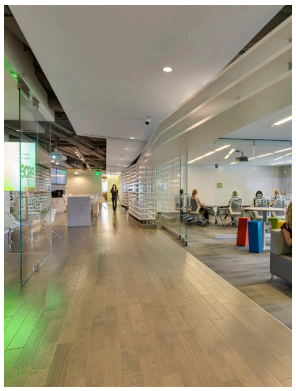
Chandler, Arizona

Chandler City Hall was designed to consolidate a number of city administration offices and service departments that interact with the public from different areas of the city. The concept is that through a complex of building components and structured parking across two downtown city blocks, the needs of the government are met in an efficient and convenient fashion comprising a total of 137,700 sf. The project is LEED Certified Gold.

DPR Construction Regional Headquarters

Phoenix, Arizona

The new DPR Construction Regional Office building was a repositioning of a 28-year-old retail building located within a Transit Oriented Development overlay along the new light-rail corridor connecting downtown Phoenix and nearby Tempe. The site is strategically located near public transportation and bike paths. The building was designed with natural ventilation and day-lighting, and a green screen with bio-mass wrapping creates a secure outdoor patio space that adds shading for the building. The open plan accommodates flexibility and the re-use of existing furniture while allowing views and day-light for all employees. The strategic transformation of this underutilized building is targeting LEED Platinum and Net Zero energy usage.



Aspect Regional Headquarters

Phoenix, Arizona

This 17,000 sf Regional Headquarters project was an exercise in brand creation. Aspect looked to SmithGroupJJR to develop their new space to reflect the progressive and dynamic nature of this technologies provider organization. The space is made up of open workstations and collaborative settings balanced by offices, conference and training rooms with transparency so that the activity in the space is on display by both staff and visitors alike. Another critical component of the space is the widespread use of technology, which includes the installation of dual 90" monitors in the product demonstration room.

Wells Fargo Campus Expansion

Chandler, Arizona

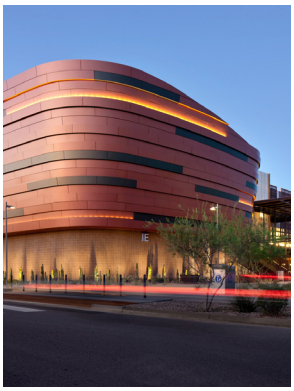
SmithGroupJJR is currently working with this client on their 410,000 sf Chandler Campus Expansion which doubles the floor plate of the existing office buildings in Chandler, Arizona. The new design will consist of two four-story buildings which will house administrative staff, call center functions, and a cafeteria intended to serve all staff on site. An "offset core" for building services creates an open flexible floor plate to accommodate flexibility.

Sustainable Design Projects

U.S. Department of Energy, National Renewable Energy Laboratory, Energy Systems Integration Facility

Golden, Colorado

SmithGroupJJR provided architecture and engineering services for the 182,500 sf showcase facility, which houses 200 scientists and engineers working together to transform energy infrastructures in 14 sophisticated high-bay laboratories, a high performance computing data center, and an ultra-green workplace. The High Performance Computing Data Center is one of the most energy efficient data centers in the world, and has staggeringly low energy consumption of 75% below the national average for office buildings. ESIF has achieved LEED Platinum Certification and won the 2014 Lab of the Year award by R&D Magazine.



GateWay Community College Integrated Education Building

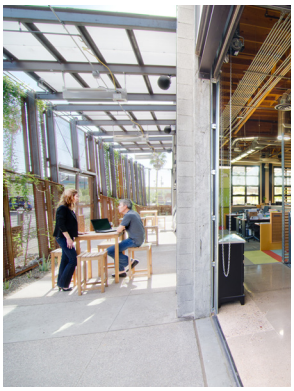
Phoenix, Arizona

Established in the late 1960's, GateWay Community College is located at the center of Phoenix, Arizona's discovery triangle. The first new facility in over ten years, the new 121,000 gsf multi-story Integrated Education Building (IEB) will be the premier facility as part of the College's urban transformation. The building combines five separate programs, traditionally built as stand-alone structures, into one facility. The IEB integrates much needed mediated classrooms with life and physical science labs, a library/learning center, one-stop shop for student services, and a multi-purpose classroom for performing arts. Located at the heart of the campus, this new thre-story structure will be the anchor building for the campus. The IEB is targeting LEED Gold Certification.

Chandler City Hall

Chandler, Arizona

Chandler City Hall was designed to consolidate a number of city administration offices and service departments that interact with the public from different areas of the city. The concept is that through a complex of building components and structured parking across two downtown city blocks, the needs of the government are met in an efficient and convenient fashion comprising a total of 137,700 sf. The project is LEED Certified Gold.



DPR Construction Regional Headquarters

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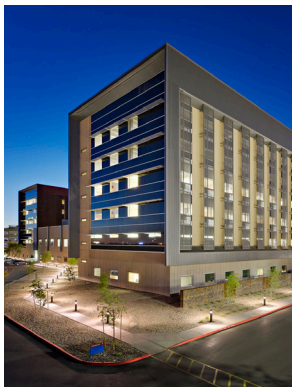
Healthcare Design Projects

Mayo Clinic Autopsy Laboratory

Rochester, Minnesota

The Autopsy Laboratory at the Mayo Clinic provides County Coroner services for Olmsted County and surrounding counties. Located on the ninth floor of the Stabile Building on the Mayo Clinic campus, their 6,695 sf existing facility included administrative spaces and technical spaces for morgue and autopsy functions. SmithGroupJJR provided programming, conceptual design and design oversight services to upgrade the space to facilitate: clean/dirty separation, secure accommodations for visitors, secure after hours drop-off, segregation of the autopsy zone and NAME Accreditation among other enhancements.



Banner Health, Banner Estrella Medical Center Expansion

Phoenix, Arizona

The expansion to the Banner Estrella Medical Center (BEMC) is the first major addition to a Banner Health campus using the patient tower template developed with SmithGroupJJR in 2007. While the new second tower is based on a template design, special attention needed to be given to the interface with a facility designed prior to the template and the impact to existing functions. The new patient tower is larger than the existing tower, which posed unique challenges on the site; including re-routing circulation, fire department access, and sensitivity to the adjacent neighborhood.

Banner Health Center Maricopa

Maricopa, Arizona

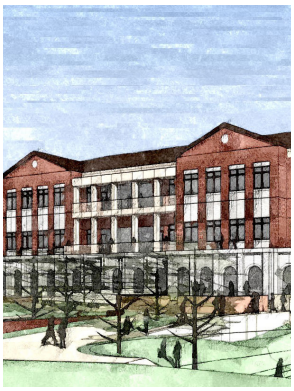
Banner Health Center Maricopa is a 41,000 sf facility with space for 12 providers and a small imaging center. The Maricopa clinic is the first of Banner's Health Center prototype facilities to be implemented. SmithGroupJJR designed the Banner Health Center prototype facilities to be flexible in both number and type of clinics to allow Banner Health to easily tailor each Health Center to the needs of the surrounding demographic. In Maricopa, the initial mix of providers are primary care with some specialty physicians, including OB/GYN and Cardiology. General radiology, mammography and ultrasound are available within the facility's imaging center. Other facility amenities include basic lab testing services and patient education.

Veterans Affairs McAllen Outpatient Clinic

McAllen, Texas

The VA McAllen Outpatient Clinic is a freestanding single-story outpatient clinic, developed under the Department of Veterans Affairs- Office of Facilities Management's Lease Based Outpatient Clinic ('OPC') Program. This new OPC replaces an existing clinic that is no longer able to accommodate the needs of an ever-growing Veterans population. In addition to providing primary care services, the new OPC will house specialty clinics including mental health, podiatry, eye, prosthetics, and physical medicine & rehabilitation ('PM&R'). In addition to clinic and staff support spaces, ancillary services include radiology (which includes (2) radiography rooms), pharmacy, and a clinical lab.

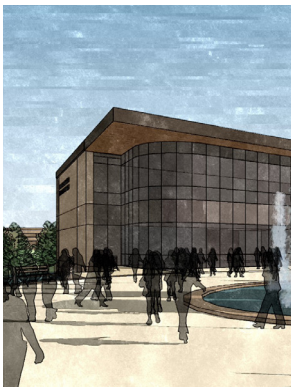
Education and Training Projects



Tyler Junior College Nursing & Health Sciences Building

Tyler, Texas

Established in 1926, Tyler Junior College still thrives today reaching for new heights in the quality of the academic programs, performing arts and athletics. The newest addition to this goal is the vision for a new Nursing and Health Sciences Building that will serve the campus raising the bar for the educational experience of the students, faculty and staff. This vision of this facility is to elevate the standards of the campus and coordinate with the community to achieve a building that can be used by all.



University of Texas at Tyler College of Pharmacy

Tyler, Texas

The addition of a College of Pharmacy program is the next step in the University's vision of becoming nationally recognized as a destination university for high-ability, flagship-capable students. The College of Pharmacy program will help fulfill a statewide workforce need while helping to grow an important sector of the local economy.

OSF Saint Francis Medical Center, Simulation Education & Conference Center

Peoria, Illinios

The Jump Trading Simulation and Education Center (JTSEC) is one of the nation's largest medical simulation centers using the latest innovations in simulation education. The six-story, 177,000 sf facility is located on the downtown Peoria, Illinois campus of OSF Saint Francis Medical Center, directly adjacent and physically connected via pedestrian bridge to the OSF Children's Hospital facility. This connectivity provides ease of access in a controlled environment for physicians and nurses that are able to participate in the learning process without leaving campus and disrupting normal routines. LEED-NC Gold Certified.

Oakland University Human Health Building

Rochester, Michigan

The new 5-story Human Health Building at Oakland University houses the School of Health Sciences and the School of Nursing. Located on the northwest corner of Oakland University's 1,441 acre campus, it is the first building constructed as part of the proposed Oakland University Health Quadrant. The design of the Human Health building recognizes this and provides state-of-the-art simulation lab space, team-based instructional labs, interactive classrooms and informal collaborative spaces.

4 Technical Plan and Schedule

4) TECHNICAL PLAN AND SCHEDULE

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

Technical Plan

At project initiation, the SmithGroupJJR | BGKA team will conduct a comprehensive, multi-disciplinary approach to understanding and defining the Travis County Medical Examiner's Office project requirements. We strive for a balanced delivery that takes a holistic view for the goals of the entire project and not just those limited to scope, schedule and budget. As an integrated design team, we bring the best thought leadership from each discipline to collaborate with you and to help create the most beautiful and functional work environment for all project stakeholders. Utilizing proven tools and techniques, our approach will be based on the following procedure:

Project Orientation - This phase is used to introduce the team members and develop the project goals and objectives. Team members will tour existing environments and collect infrastructure data.

Future Thinking Phase - Part of our programming exercise will focus on the exploration and definition of future trends in the industry, and the understanding how this future thinking affects the planning and design of the facilities. Program drivers for this facility will be developed through an interactive process with the County and Medical Examiner's Office. Ultimately, the intent is to develop medicolegal death investigation environments that house not only today's needs, but also accommodate future technological and space requirements to the greatest extent possible.

Benchmarking – The design team will develop a comparative analysis of the emerging programmatic requirements for the facility and then evaluate this comparison against industry metrics. Included in this evaluation will be data such as total square feet, total population, building efficiencies, etc.

Sustainability - Sustainable design is the result of an integrated, evidence-based process between all design disciplines and project phases, embracing the economic, social, and ecological aspects of our work. Consideration of whole systems thinking within the context of integrated design results in a product that benefits our clients and communities.

Equipment Requirements - We will work with you to determine your specific equipment needs in order to accurately design the facility.

Development of the Program Model - Development of this portion will begin once the fundamental quality level objectives for the project are explored and understood. The major steps of the Program Model process include:

- Collaborative On-Site User Work Sessions – The design team will be on site for several sessions meeting with key personnel, analyzing and accessing their spatial, functional and technical environments and requirements.
- Programmatic Precepts/Concepts - We will develop and document abstract ideas that communicated functional criteria, concepts or goals, without regard to a particular physical design. Once established, we will analyze this information with existing opportunities and constraints for facility siting, arrangement, flow and other project requirements.
- Graphic Analysis of Program Needs and Adjacencies - We will develop and graphically document adjacencies between various functional components of the facility including issues such as the priority of affinities, flows of work, people or material, etc.
- Analysis and Alignment – Working with the County and Medical Examiner's Office, the design team will analyze the components of the program model against project goals, objectives, budget and schedule to create strategies that maximize available resources.
- Refinement and Documentation – We will integrate comments and provide final documentation of analyses, concepts, options, strategies and recommendations.

Following approval of the Pre-Design phase services, the SmithGroupJJR | BGKA team will initiate Design phase services that will be grouped into three distinct phases. Potential options for shortening overall design and construction timelines include the County engaging a contractor in a Design-Build or CM at Risk relationship. This could allow for early identification of items that directly affect budget and schedule resulting in improvements to one or both.

Schematic Design – Initiation of this phase will commence upon the completion of the Pre-Design Phase. Main goals of this portion of the project are to develop the selected design option and ensure compliance with project requirements. Important elements include:

- Collaborative On-Site User Work Sessions – Building upon the work done in the previous phase, the design team with continue to work with key personnel to ensure that project development meets facility requirements.
- Cost Estimate – Provide estimate of construction and FF&E costs to ensure alignment of project design direction and budget.
- Final Phase Documentation – Integrate comments and provide final documentation of phase progress and conclusions.
- Stakeholder Presentation – At completion of phase to ensure project stakeholders have a complete understanding of the project design and scope.
- Commissioners Court Presentation – At the completion of the Stakeholder Presentation to ensure government buy-in at all levels.

Design Development – Initiation of this phase will commence upon the completion of the Schematic Design Phase. Main goals of this portion of the project are to generate a more complete picture of the required project systems and components and refine elements for construction. Important elements include:

- Collaborative On-Site User Work Sessions – Continued on-site review with key personnel to ensure project development meets facility requirements.
- Cost Estimate – Provide estimate of construction and FF&E costs to ensure alignment of project design direction and budget.
- Final Phase Documentation – Integrate comments and provide final documentation of phase progress and conclusions.
- Stakeholder Presentation and County Review – At completion of Design Development phase to ensure project stakeholders have a complete understanding of the project design and scope.

Construction Documents – Initiation of this phase will commence upon the completion of the Design Development Phase. This portion of the design phase is intended to prepare the documents required to move the project into construction. Important elements include:

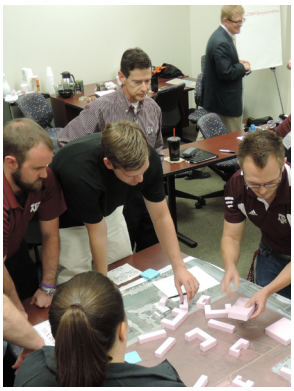
- 50% Phase Cost Estimate – A final check prior to the completion of design documents to ensure alignment of construction and FF&E costs with design direction and budget.
- Final Phase Documentation – Integrate comments and provide final documentation of phase progress and conclusions.
-

Project Permitting – Initiation of this phase will commence upon the completion of the Construction Document Phase. Potential options for early completion of this phase include phased package review in the case of a Design-Build or CM at Risk delivery model. Important elements include:

- Project Document Submission – Submit documents for permit review.
- Reconciliation of Review Comments – Work with permitting authority to resolve project comments.
- Options for early completion - Potential options for early completion of this phase include phased package review in the case of a Design-Build or CM at Risk delivery model.

Construction Procurement – Initiation of this phase will commence upon the completion of the Construction Document Phase. Important elements include:

- Contractor Procurement – Assist Stakeholders in selection of construction team.
- Additional Document Preparation / Response – Respond to RFI's and prepare additional documents as necessary.



Construction Administration – Initiation of this phase will commence upon the completion of the Construction Procurement Phase. Here, the design team focus turns to working with selected construction team to ensure that project elements are carried through to completion. Important elements include:

- Construction Meetings – Regular construction meetings covering a variety of topics that help ensuring a coordinated effort and timely resolution to construction related items.
- Punchlist – Prepared at the time of Substantial Completion, this helps ensure that the Stakeholders are able to identify important items that require resolution prior to Final Completion. Review final installation for completion of items.
- Coordination with Independent Commissioning Agent – Coordinate as necessary to ensure proper facility operation.
- LEED Documentation – Preparation and submission of required LEED documentation.
- Record Drawings – Preparation of Record drawings based upon information received from the contractor for use by the facility.
- Warranty Period Review – Review questions during warranty duration and perform final review of project to identify issues, defects, or other concerns.

Schedule

- 1.5 months – Pre-Design Phase Services
- 1.5 months – Schematic Design
- 2 months – Design Development
- 4 months – Construction Documents
- **9 months – Total duration of Pre-Design and Design Phase Services**

- 11 months – Construction Phase (from NTP to Substantial Completion)
- 1 month – Transition Phase (from Substantial to Final Completion)
- As required – LEED Certification Phase

5 Local Office

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.

SmithGroupJJR will provide overall support of architecture, MEP engineering, and forensic
lab planning and design, and will work closely with the Barnes Gromatkzy Kosarek Architects design
team in Austin to ensure schedule and budget goals are met.

6 Present Workload

6) PRESENT WORKLOAD

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

NAME OF PROJECT	EST. PERCENTAGE REMAINING FOR CONT. WORK	STAGE OF ACTIVITY (PHASES)	LIMITATIONS REGARDING AVAILABILITY
Abu Dhabi Medical Examiner Facility	45%	Schematic Design	None
Hennepin County Medical Examiner Regional Office	50%	Needs Assessment	None
JPAC Forensic Lab Hickam AFB	5%	Construction	None
JPAC Satellite Central Identification Lab Offutt AFB	1%	Post-Occupancy	None
Augustana College Froiland & Gilbert Science Centers	1%	Construction Documents	None
Arizona State University Psychology Building	40%	Construction Documents	None

**The projects listed above are representative of the Phoenix Science & Technology Studio only*

With over 800 employees, SmithGroupJJR is the seventh largest architecture firm in the United States with offices in nine U.S. cities and another in Shanghai. SmithGroupJJR's forensic design specialists operate out of the Phoenix office and are eager and prepared to dedicate their time to the New Travis County Medical Examiner's Office Building.

7 Previous Workload with Travis County

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
Mansfield Dam Park Master Plan	1986	100% Complete

Barnes Gromatzky Kosarek Architects has completed numerous large-scale and iconic projects in Travis County, and continues to have strong relationships with clients within and around the County, including The City of Austin, The University of Texas at Austin, Austin Community College, The City of Round Rock, Texas State University, and many more.

Palmer Events Center

City of Austin

Location
Austin, Texas

Project Size
132,000 gsf

Services Provided
Full Architectural
Sustainable Design

Project Manager
Lauren Goldberg, AIA,
LEED AP BD+C

Construction Project Cost
$39,000,000

Client Contact
Robert Holland, (512) 530-6661

Awards
Design Award, TSA
Citation of Honor Award, AIA Austin
Design Award of Honor, Society of American Registered Architects
Design Award, AIA Connecticut
Design IMPACT Award, Downtown Austin Alliance
Design Award of Honor, Society of American Registered Architects, California Council
Public Sector Award of Excellence, Austin Commercial Real Estate Society
President's Award, Metal Construction Association
Design Award for Metal Roofing, Metal Architecture Magazine
Two-Star Sustainability Equivalent, Austin Energy Green Building

Project Description

Designed collaboratively by the Barnes Taniguchi Centerbrook team, the Palmer Events Center was designed with a host of sustainable features before the City began mandating LEED Silver Certification for all major civic building projects.

The Center uses ample local and renewable materials including Texas limestone in exterior walls and bas-relief sculptures, native stone floor mosaics and southern yellow pine trusses and roof decking. The standing seam roof is highly-reflective and open at the top to allow air to flow up and out, creating a breeze on hot days. In addition, ceiling fans twenty foot in diameter hang under the roof to circulate the hot air. Around the building, eighteen acres of impervious parking lots were returned to permeable park landscape. Photovoltaic cell arrays for collecting energy are provided on the garage roof. The Center was awarded a Two-Star Sustainability Equivalent from the Austin Energy Green Building Program.

The Palmer Events Center has won nine awards to date, and was determined by the Austin Energy Green Building Program as having achieved the equivalent of an Two-Star Sustainability Rating.

Austin Convention Center Parking Garage and Austin Energy District Cooling Plant

City of Austin

Location
Austin, Texas

Project Size
334,000 gsf

Services Provided
Full Architectural

Project Manager
Brad Woodman

Construction Project Cost
$31,511,684

Client Contact
Robert Holland,
(512) 530-6661

Awards
Merit Award for Excellence in Design, AIA Austin
Art in Public Places Award, The Public Art Network of Americans for the Arts
Architect of the Year Award, Associated General Contractors of America, Austin Chapter
Architectural Design Award, Austin Business Journal Best Real Estate Awards
Decorative Metals Design Award, Metal Architecture Magazine

Project Description

Designed by Barnes Gromatzky Kosarek Architect, this mixed-use facility combines several functions into one building on an entire city block in downtown Austin. In addition to providing 650 parking spaces for the Austin Convention Center, the structure also houses an Austin Energy District Cooling Plant, as well as pedestrian-friendly retail space along the ground floor. While this particular building type is often dismissed as a peripheral support facility, the Austin Convention Center Parking Garage received a Design Award from the American Institute of Architects for its "well-developed exterior" and the way it "fits into the urban environment."

This mixed-use project also conforms to the City's Great Streets Guidelines with trees, planters, wide shaded sidewalks, and pedestrian-level retail. In addition to 250,000 square feet of parking, the building provides chilled water to half of downtown with ice created at off-peak hours of electrical usage. The chilling plant, clad in blue glass tiles that suggest its function, is a national award-winning Art in Public Places installation—one of five awards won by this project.

Almetris Duren Hall

The University of Texas at Austin

Location
Austin, Texas

Project Size
175,000 gsf

Services Provided
Full Architectural
Sustainable Design

Project Manager
Arturo Arredondo, AIA

Construction Project Cost
$39,000,000

Client Contact
Dr. Floyd Hoelting, Director
Division of Housing and Food Service
(512) 471-8631

Awards
Outstanding Construction Award, Associated General Contractors of America - Texas Building Branch
Outstanding Construction Award, Associated General Contractors of America - Austin Chapter
Golden Trowel Award, Texas Masonry Council

Project Description

Designed by Barnes Gromatzky Kosarek Architects with Centerbrook Architects & Planners, Almetris Duren Hall is the newest residence hall on The University of Texas campus. After BGKA completed renovations of Andrews and Carothers residence halls for UT, the firm was once again selected to design Duren Hall. Completed for $39 million, the hall accommodates 588 students and blends harmoniously with the fabric of the existing campus. Prominently located on the northwest corner of the University, Almetris Duren Hall was designed to serve as a visual "gateway" to the campus through careful massing and appropriate orientation.

Duren Hall features double occupancy rooms, with private bathrooms that have become increasingly popular in new student housing. The hall also has a variety of attractive amenities, including formal and informal lounges, multipurpose rooms, exercise facilities, quiet study rooms, a private courtyard framed around an 80 year old Live Oak tree, state-of-the-art security, wireless and wired Internet services, cable television, a catering station, and an outdoor trellis. These features give Duren Hall a strong competitive advantage over off-campus housing alternatives and make it one of the most sought after residence halls on the UT campus.

Highland Learning Center

Austin Community College

Location
Austin, Texas

Project Size
207,000 gsf

Services Provided
Full Architectural
Sustainable Design

Project Manager
Lauren Goldberg, AIA,
LEED AP BD+C

Construction Project Cost
$34,829,000

Client Contact
Bill Mullane,
(512) 223-1024

Project Description

In order to implement BGKA's District-Wide Master Plan, ACC needed a large amount of highly-flexible "swing space" in which to relocate students and faculty from existing campuses during architectural additions and renovations. The District purchased an entire shopping mall located in Central Austin (Highland Mall), and BGKA was selected to transform the 207,000 sf former JC Penney into a state-of-the-art educational facility.

The transformation of Highland Mall into an academic facility marks a major step forward in the urban renewal of a previously declining part of Austin. The project is also remarkable for its incorporation of a very large "emporium" style learning center—a space with 600 computer workstations, in a variety of configurations, where students can work on assignments at their own pace and on their own schedules. The project team is also working toward a goal of LEED Silver certification or higher.

Redbud Emergency Operations Center

Lower Colorado River Authority

Location
Austin, Texas

Project Size
35,000 gsf

Services Provided
Full Architectural
Sustainble Design

Project Manager
Lauren Goldberg, AIA,
LEED AP BD+C

Construction Project Cost
$10,500,000

Client Contact
Guy Dawes,
(512) 473-3537

Awards
Four-Star Sustainability Rating, Austin Energy Green Building Program

LEED® Gold Certification, United States Green Building Council

Award of Excellence, American Society of Landscape Architects

Texas Rain Catcher Award, Texas Water Development Board

Project Description

Providing flexible space and offices for river management operations, public safety, and emergency management, BGKA designed this facility specifically to showcase the LCRA's environmental leadership and commitment to sustainable practices. The project has already been awarded a Four-Star rating from the Austin Energy Green Building™ program, as well as LEED® Gold certification from the United States Green Building Council. With an emphasis on water-related issues, the building's site will be used to educate visitors about natural resources, water conservation, and the LCRA's management of the six Highland Lakes on the Colorado River.

The Center demonstrates water conservation by increasing water savings by 83% (110,500 gallons) per year. To accomplish this, four cisterns, totalling 31,100 gallons of rainwater capacity, is used for sewage conveyance, for make-up water for the interpretive water feature, and for irrigation. Redbud Center is oriented east-to-west so that the walls are optimally positioned to minimize direct sun in the summer and maximize sunlight in the winter. The south wall features a green screen and 10' overhang to protect from heat and glare. To maximize natural light within the Center, the standard office layout is inverted by placing the enclosed offices at the core of the building and the cubicle space along the periphery.

Funds Reservation 300001234

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Amount	2,126,000.00 USD		