

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

314 W. 11th Street, / Room 400 / Austin, Texas 78701 / (512) 854-9700 / Fax (512) 854-9185

February 7, 2011

You are invited to submit your Qualifications Statements in accordance with the instructions in this Request for Qualifications (RFQ) #Q110120-RV, **Professional Architectural/Engineering Services for the New County Commissioners Courtroom and Offices (Lower Level, 1st and 2nd Floors- 700 Lavaca).** **An original Qualifications Statement and five (5) copies** must be submitted to the Travis County Purchasing Agent, 314 W. 11th Street, Suite 400, Austin, Texas no later **than 2:00 p.m., March 2, 2011.**

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

For any information related to this RFQ, the Respondent may only contact at the number below, Richard Villareal, Purchasing Agent Assistant IV; or Marvin Brice, Assistant Purchasing Agent. Potential respondents are requested to NOT direct any inquires regarding this RFQ to members of the Travis County Commissioners Court. Failure to comply with this request may result in disqualification from the procurement process for this project.

A pre-proposal conference will be held for this project on February 16, 2011 at 10:00 a.m., in the Travis County Administration Building at 700 Lavaca Street, Austin, Texas.

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

**CYD V. GRIMES, C.P.M.
TRAVIS COUNTY PURCHASING AGENT
314 WEST 11TH STREET, SUITE 400
AUSTIN, TEXAS 78701**

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

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE
NEW COUNTY COMMISSIONERS COURTROOM AND OFFICES
(LOWER LEVER, 1ST AND 2ND FLOORS-700 LAVACA)
RFQ #Q110120-RV
DO NOT OPEN IN MAILROOM**

Further information may be obtained by calling Richard Villareal, Purchasing Office at (512) 854-4881.

Sincerely,

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

**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE
NEW COUNTY COMMISSIONERS COURTROOM AND OFFICES
(LOWER LEVEL, 1ST AND 2ND FLOORS-700 LAVACA)**

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**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES FOR THE
NEW COUNTY COMMISSIONERS COURTROOM AND OFFICES
(LOWER LEVEL, 1ST AND 2ND FLOORS-700 LAVACA)**

PART I - GENERAL INFORMATION

1.0 REQUEST FOR QUALIFICATIONS STATEMENT

The Travis County Purchasing Agent, acting on behalf of the Travis County Commissioners Court, seeks Qualifications Statements from professional Consulting firms (“Respondent” or “Consultant”) to provide professional Consulting services as described in this RFQ.

2.0 THE PROJECT

For purposes of this RFQ, the “Project” shall mean the professional architectural and engineering design services for the New County Commissioners Courtroom and Offices (Lower Level, 1st and 2nd Floors-700 Lavaca).

3.0 SCOPE OF SERVICES

Refer to Part II of this RFQ.

4.0 REQUIREMENTS FOR STATEMENT

- 4.1 Statements submitted in response to this RFQ shall include the completed Professional Services Questionnaire (Attachment 1) and any other information supplemental to the questionnaire, which will aid in the evaluation. The questionnaire shall be filled out completely. No modifications may be made to the wording of the questions. Statements submitted with questionnaires that are incomplete, inaccurate, or which have been altered may be subject to rejection.
- 4.2 Respondents may submit Qualifications Statements as individual firms or as Joint Ventures, provided that all Joint Venture firms are engaged in the actual performance of such services, where these activities are defined as basic services in the Draft Professional Services Agreement (Attachment 7).
- 4.3 The Qualifications Statement shall include the name, address and telephone number of the Respondent or the person in the Respondent's organization who is authorized to negotiate contract terms and render binding decisions on contract matters.
- 4.4 Under the section on “Qualification of the prime and consulting firms” respondents shall provide a written summary on at least one project “Case Study” that they believe is most comparable to the project scope. The information provided should discuss the scope of the client’s original scope and the Respondent’s design solution; including time frame of the design effort and subsequent phases of the implementation(s), amount of space involved in both the evaluation and the proposed solution; total project costs, including professional fees, actual results and outcomes, and lessons learned. References from the clients for the subject project(s) should be included along with any statements that may have been obtained from the clients regarding actual results. The written summary shall also include clear designation of which team members performed what services on the selected project(s). If appropriate Respondent may submit one additional project that they believe is

comparable in order to fully reflect the expertise of its team. Respondent must state why an additional submittal is provided.

- 4.5 The County, at its sole discretion, expressly reserves the right to request any additional information from a Respondent that is deemed relevant to this RFQ. All responses in the Statement will be reviewed for accuracy and Respondent(s) may be required to provide additional information in support of those Statements. Statements, which cannot be verified as to accuracy, may be discounted in the evaluation process.

5.0 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

It is the policy of the County that HUB's will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **an overall 15.8% of the contract sum for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% of the contract sum for Woman-Owned Business Enterprises (WBE) (sub-goals are: 1.9% African-American, 9.0% Hispanic-American, and 4.9% Native/Asian-American of the contract sum.** The program strongly encourages Respondent(s) to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), must be completed and returned with the Qualifications Statement. To be considered as a Certified HUB, the Respondent and/or Subconsultant must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas Building and Procurement Commission, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the Contract or Subcontract is signed.

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

6.0 STATEMENT EVALUATION

- 6.1 The Travis County Purchasing Agent, or her designated representative, along with members of the Evaluation Committee, will review all responsive Qualifications Statements received from eligible Respondents with respect to the evaluation factors outlined in the Statement Evaluation Items form (Attachment 6).
- 6.2 Responding firms may be requested to make an oral presentation to the Evaluation Committee, interested Officials, and the Travis County Commissioners Court (the "Commissioners Court"), the Purchasing Agent or their respective staffs, in order to clarify submitted Qualifications Statements and ensure understanding of their contents.

7.0 OTHER CONDITIONS

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

of any existing affirmative action plan.

- 7.3 Respondent shall provide a Statement indicating compliance by all Respondent firms/partners with the Travis County Ethics Policy.

7.4 DEFINITIONS:

- 7.4.1 The term “Agreement” means the Professional Services Agreement awarded pursuant to this Request for Qualifications, including any and all attachments, exhibits, appendices and other documents incorporated therein by reference.
- 7.4.2 The Facilities Management Department, (“FM”) means the County department that reports to the Executive Manager of Emergency Services, or successor, and acts as staff to the Commissioners Court.
- 7.4.3 The Planning and Budget Office (“PBO”) means the Travis County Planning and Budget Office, under the direction of Rodney Rhoades, Executive Manager of Planning & Budget or his successor.
- 7.4.4 The Information and Telecommunications Department, (“ITS”) means the County department under the direction of Interim Executive Manager Joe Harlow that advises the Commissioners Court on data, telecommunications and technology matters.
- 7.4.5 The “County Auditor” means Susan Spataro, the Travis County Auditor, or her successor.
- 7.4.6 The Travis County Purchasing Office (“TCPO”) means the Office of the “Travis County Purchasing Agent,” Cyd V. Grimes, who is responsible for supervising procurements made by the County, or her successor. The Purchasing Agent reports to the Purchasing Board.

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

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

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

- (i) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
- (ii) loaning or receiving a loan of money; or goods or otherwise creating or having in

existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

(iii) but does not include:

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

7.6 Pursuant to V.T.C.A. Local Government Code 262.024 (a) (4), the services contemplated by this Request for Qualifications are exempt from the bidding requirements of the County Purchasing Act, as they are professional services.

7.7 In considering the Qualifications Statements, the County reserves the right to select the Respondent who offers contractual terms and conditions most favorable to the County.

7.8 The County expressly reserves the right to reject any or all Qualifications Statements, or part(s) of any Qualifications Statement, received in response to this RFQ and/or to contract with other entities for provision of the services related to this RFQ, whether or not said entity submitted a Qualifications Statement in response to this RFQ. Requirements stated in the RFQ may become part of the Agreement and any deviations from these requirements must be specifically defined by the Respondent in the resulting Qualifications Statement, which, if accepted, may also become part of the Agreement. The County, however, reserves the right to modify the conditions of the RFQ, to contract for segments of this RFQ, and/or to negotiate the price and any other terms with prospective Respondents as needed. The work to be provided under this RFQ shall not be assignable by the Respondent without the express written permission of the Commissioners Court.

7.9 Respondent shall state his compliance with all applicable rules and regulations of federal, state, and local governing entities.

7.10 Respondent(s) shall provide a notarized Statement Information Affidavit (Attachment 5) that all information provided in the Qualifications Statement or in discussions with the Commissioners Court or staff is true and accurate to the knowledge of Respondent(s).

7.11 CONFLICT OF INTEREST QUESTIONNAIRE:

If required by Chapter 176, Texas Local Government Code, Respondent shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Respondent shall update this Questionnaire by September 1 of each year for the duration of the Professional Services Agreement as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes

incomplete or inaccurate, Respondent shall submit an updated Questionnaire. Respondent should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.12 **RFQ DOCUMENTS WHICH MUST BE COMPLETED AND RETURNED WITH THE QUALIFICATIONS STATEMENT ARE:**

ATTACHMENT 1 PROFESSIONAL SERVICES QUESTIONNAIRE

ATTACHMENT 2 HUB DECLARATION AND LIST OF CERTIFIED HUB
SUBCONSULTANTS

ATTACHMENT 3 DETERMINATION OF GOOD FAITH EFFORT

ATTACHMENT 4 ETHICS AFFIDAVIT

EXHIBIT A KEY CONTRACTING PERSONS LIST

ATTACHMENT 5 STATEMENT INFORMATION AFFIDAVIT

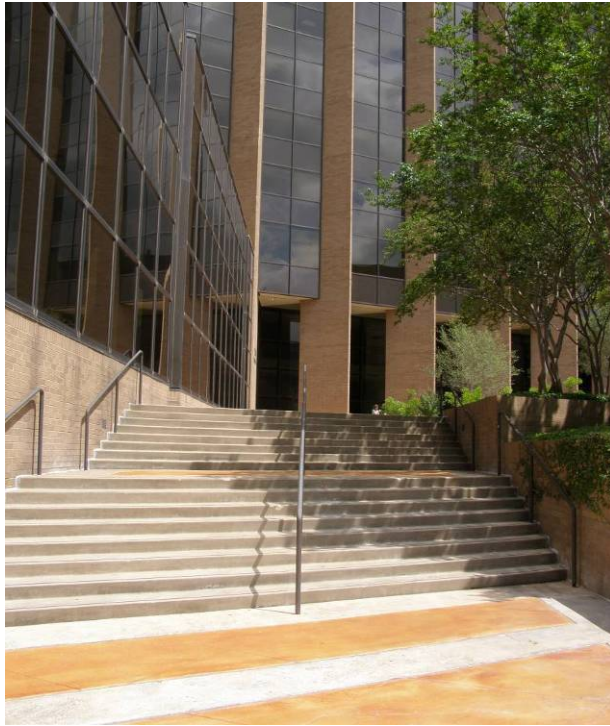
SCOPE OF SERVICES ARCHITECTURE/ENGINEERING

1.0 THE PROJECT

1.1 In July 2010 Travis County purchased the 15-story office building located at 700 Lavaca in the heart of downtown Austin, Texas. The County intends this 30-year old dynamic building to become the new Administration Building including the site for the Commissioners Courtroom and supporting spaces; offices for the County Judge and Commissioners; and offices for County administrative departments. In coordination with an on-going master plan for the County downtown “central campus,” studies are underway to determine locations within the 700 Lavaca building for the various general government functions. The Commissioners Courtroom, where the County Commissioners Court holds public meetings, is the primary focal point for the “seat of County Government”. This very significant public space is being planned to be located on the first floor in one of the former banking lobby spaces which have 25 foot ceiling heights. The rest of the first floor will be used for related support spaces, 3,600 SF Multi-Purpose Meeting Rooms and for the County Treasurer’s Office. Murphy’s Deli will remain in operation on the first floor until expiration of the lease and will not be part of this project. The second floor will house the County Judge’s office suite and 3 of the 4 Commissioner’s office suites along with additional shelled space for future offices. A 3-story atrium extends from the Lower Level through the 1st and 2nd floors. Part of the Lower Level associated with this atrium, along with the 1st and 2nd floors, totals approximately 60,000 SF and comprises the area within the building for this Project.

In January 2011, The County engaged HS&A Project Management (HS&A) to provide project management services for the County in connection with this 60,000 SF Project. The Project Team (“CONSULTANT”) will be working at the direction of HS&A. For purposes of this assignment, certain references to “COUNTY” may refer to HS&A as applicable.

It is anticipated that the construction procurement method will be Construction Manager at Risk (CM/R).



700 Lavaca – Southeast corner from sidewalk up stairs to East Plaza and main building entry.



700 Lavaca – East Plaza at building entry.



700 Lavaca – former East banking lobby from Second Floor facing Southeast.

1.2 The Project Team (“CONSULTANT”) will be responsible for the architectural and engineering services described below. The Project is the renovation of a portion of the Lower Level, the First Floor and the Second Floor of the 700 Lavaca Building to provide executive offices, public meeting spaces, media facilities, a cafeteria and administrative offices. For the complete Project description refer to Attachment A, Project Description.

1.3 Lower Level Summary

- A. Lower Level Atrium Area and Connecting Corridor – 3,600 SF to be included in the scope of work for this Project and including:
 - 1. Two escalators from Lower Level to 1st Floor. The mechanical equipment, repairs and maintenance of these escalators will not be included in the scope of services. This work will be done, if necessary, by the COUNTY.
 - 2. A new cafeteria is an intended part of the Project scope. The A/E will be responsible for studying and recommending the most favorable location for a new cafeteria and presenting this recommendation to COUNTY for consideration and approval. A suggested solution is for the existing 935 SF Building Management Office to remain through July 2011 and then be remodeled into the cafeteria kitchen and serving line. The seating area could be in the atrium near the escalators and could potentially accommodate approximately 17 four-top tables with chairs. The cafeteria will require engineering for HVAC, exhaust hood and fire suppression, electrical power to operate equipment and the attendant fire sprinkler modifications to meet code. The CONSULTANT will be responsible for complete design of the cafeteria and for coordination with building systems and other spaces. A critical concern is the design of HVAC systems that will control cooking odor migration from the confines of the kitchen and serving area, and the location of a grease trap.
 - 3. Connecting Corridor, 60' x 15', from the Lower Level to the Parking Garage across 8th St. to the North. This is presently used to display wall-hung artwork and is conditioned by the Lower Level HVAC system.

4. The Project will be designed to current codes.
- B. Remainder of the Lower Level will not be part of the scope of this Project, except to the extent necessary for mechanical, electrical and plumbing work to tie into the building infrastructure or for elements of the work to pass through the lower level. Along with the characteristics described above, the lower level contains:
 1. Mechanical and Electrical Spaces
 2. Fitness Center and Locker Rooms
 3. Public Restrooms
 4. Maintenance Shop
 5. Tenant Lease Space
 6. Tenant Storage Cages
 7. Tenant Mail Room
 8. Loading Dock

1.4 First Floor Summary

- A. Commissioners Courtroom and Lobby – Approximately 5,200 SF
- B. Broadcast Media Control Room, Studio, Offices and Support Spaces
- C. Studio Media Control Room
- D. Additional Public Restrooms and Staff Restrooms
- E. Multi-Function Conference Facility – Approximately 3,600 SF with electronic media systems and capable of being divided into three spaces
- F. Commissioners Court Conference Rooms
- G. Treasurer's Office suite totaling between 3,400 and 4,200 SF
- H. Building Support Spaces:
 1. Two IDF Rooms of 120 SF each, one with an adjacent 4x6 Security Equipment Closet
 2. Break Rooms sized to serve staff based on this floor

1.5 Second Floor Summary

- A. County Judge's Office Suite – Approximately 2,600 SF to include offices, file room, a central file room, reception/waiting, storage and copy room
- B. Three of the four Commissioners' Office Suites – Each approximately 2,200 SF. The fourth Commissioner's office suite will be located on a different floor and not part of the scope of work for this Project.
- C. Shelled – Approximately 2,200 SF future expansion space
- D. Several conference rooms of between 350 SF and 700 SF.

- E. Hoteling Suite for remotely-located County staff – Approximately 2,000 SF
- F. Hoteling Suite for use by County Attorney staff – Approximately 1,800 SF
- G. Two Conference Rooms – Each approximately 1,350 SF
- H. Building Support Spaces
 - 1. Two IDF rooms as noted in the First Floor Summary.
 - 2. Common Break Room – Approximately 500 SF
- I. Existing Barbara Jordan Conference Room – Approximately 620 SF

1.6 Additional information provided by the COUNTY for this Project:

To all potential respondents:

- A. Scope of Services Attachment A, Project Description: Program summary, Project goals, design goals, Project budget, Project schedule
- B. Scope of Services Attachment B, Project Reference Information: 700 Lavaca existing plans, and photos

To the selected CONSULTANT:

- C. Items to be provided: existing digital plans in REVIT, hard copy of original building construction plans, due diligence reports covering existing building conditions, functional assessment, supplementary program information, master plan and other studies.
- D. County Building Standards for offices and support spaces. CONSULTANT will review the Building Standards and confirm with the COUNTY the applicability to the various parts of this project.

2.0 ARCHITECTURE/ENGINEERING SCOPE OF SERVICES

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the program requirements, in accordance with governing codes and regulations using the best industry practices. The CONSULTANT will coordinate work among the architecture/engineering disciplines to ensure that complete system designs are provided.
- 2.2 Architectural and engineering design, required construction drawings, specifications, calculations, regulatory documents, construction contract administration, record drawings, estimates of probable cost and commissioning of A/V and media specialty systems will constitute the CONSULTANT's Basic Services. Additional services may include FF&E design. Deliverables may be used to secure permitting, solicit bids/proposals from contractors and provide direction for the construction of the

Project. The phases of service which the CONSULTANT will provide include: Programming & Planning, Schematic Design, Design Development, Construction Documents, Bidding Assistance, and Construction Contract Administration.

- A. The architecture/engineering disciplines and specialty subconsulting services to be provided by the CONSULTANT will include the following and, at CONSULTANT's discretion, may include others.
 - 1. Architecture
 - 2. Mechanical, Electrical and Plumbing Engineering (MEP)
 - 3. Theater/Broadcast Studio Architecture
 - 4. Theater/Broadcast Studio Lighting
 - 5. Acoustical Engineering
 - 6. Audio-Visual/Electronic Media Systems Engineering, including data and other signal cabling and outlets
 - 7. Structural Engineering
 - 8. Commercial Kitchen Consultant

- B. Mechanical, electrical and plumbing (MEP) engineering services for the 3rd through 15th Floors of the building renovation will be provided by the COUNTY's MEP Consultant, Bury+Partners, Inc., Austin Texas. CONSULTANT will be responsible for MEP work within the area included in the scope of this Project and will provide MEP consulting services for the Lower Level, 1st and 2nd Floors. CONSULTANT will be responsible for coordination with the work of the COUNTY's MEP Consultant to the extent required to ensure compatibility with the building systems.

- C. CONSULTANT will be responsible for the following:
 - 1. Code analysis and design of restroom renovations and expansions to support the public meeting spaces.
 - 2. Evaluation of structural issues, including any investigations concerning new penetrations of the post-tensioned floor slabs and other structural elements.
 - 3. Design for sustainability, in accordance with Travis County Green Building Policy, to incorporate sustainable and energy efficient design elements to the greatest extent practical and reasonable. The Project will not seek formal LEED certification and LEED credits will not be formally tracked but the USGBC LEED certification program will be used to guide decision-making for the Project.
 - 4. Estimates of probable cost as described below.
 - 5. Coordinate regulatory plan review and construction permitting.
 - 6. Commissioning of the lighting, audio/visual electronic media systems and other systems resulting from the work of the specialty subconsultants.
 - 7. Coordination with COUNTY's data and communications systems infrastructure. CONSULTANT will be responsible for programming and design of data and communications outlet (SIO) locations, quantities and systems descriptions. Include the COUNTY ITS specifications in the CONSULTANT's construction documents.
 - 8. The building is presently not equipped with a fire suppression sprinkler system except at the Lower Level. The City of Austin has agreed that the County will install the fire suppression sprinkler infrastructure for the entire building right away and that as each area is remodeled the branch lines and

sprinkler heads will be installed. This infrastructure will be in place prior to the time that construction will commence for the project described in this RFQ. Construction documents will need to include contractor scope for designing and installing the code-compliant branch lines.

9. Security systems in coordination with the COUNTY security plan for the building.
10. Food Service Equipment selection, kitchen and serving line design, procurement assistance and commissioning for the cafeteria.
11. Potential Additional Service: Furniture, Fixtures and Equipment (FF&E) design, procurement coordination and installation coordination. Work with COUNTY departments associated with the occupancy of the spaces within the project in the evaluation of existing FF&E in order to recommend reuse or replacement.

3.0 PROGRAMMING & PLANNING PHASE SERVICES

- 3.1 Following receipt of the Notice-to-Proceed, the CONSULTANT will attend a Project Kick-off Conference. This meeting will be an orientation session that will introduce the CONSULTANT to County departments and offices that will be involved with the Project, establish communication protocols and review the overall goals, scope and schedule for the Project.
- 3.2 CONSULTANT will evaluate the COUNTY's space program, adjacencies and detailed design program criteria, which incorporate the information from the Travis County Central Campus Phase One Needs Assessment Report by Broaddus & Associates along with supplemental information.
- 3.3 CONSULTANT will develop an understanding of the existing building conditions. The CONSULTANT will develop recommendations for the Project, evaluating alternatives as appropriate.
- 3.4 Meet as needed with the following internal user/stakeholder groups: Commissioners Court members,
the County Attorney,
the County Clerk staff (responsible for Commissioners Court minutes),
the Records Management and Communication Resources media services staff, the 700 Lavaca Core Team,
Information and Telecommunications Systems Department staff,
and Facilities Management Department maintenance staff.
All meetings will be coordinated through the COUNTY.

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

- 4.1 CONSULTANT shall provide design phase services encompassing Schematic Design, Design Development and Construction Documents, which completely describe the work and coordinate the Project design among all the architecture and engineering disciplines involved. The CONSULTANT will provide documents for COUNTY's review and action at the end of each design phase, prior to proceeding with the next design

phase. The CONSULTANT will provide the type and level of detail in the design phase documents for each review set, including supplemental presentation exhibits, as appropriate to the design phase in accordance with best industry practice and as acceptable to the COUNTY.

- 4.2 The CONSULTANT will prepare drawings in Revit 2011 and coordinate with the COUNTY's drawing format as to title block, sheet numbers and cover sheet information.
- 4.3 The CONSULTANT will provide complete specifications, following 48 Division CSI format, in Microsoft Word.
- 4.4 The CONSULTANT will provide estimates of probable cost, at the intervals noted, to ensure that the final design documents describe a Project that can be built within the approved budget. The approved budget will be established by COUNTY. The CONSULTANT will then be responsible for a final design that can be built within this approved budget. Provide estimates of probable cost in a detailed break down format, following 48 division CSI format, as necessary for evaluation, along with methodology documentation. The COUNTY will monitor the cost and design progress, but such monitoring will in no way relieve the CONSULTANT from the responsibility for producing a design within the approved budget.
- 4.5 The CONSULTANT will coordinate with the COUNTY'S MEP Consultant to ensure integration of the MEP design with building systems. The CONSULTANT will be responsible for the preparation of Comcheck forms and energy conformance calculations, for use by the COUNTY and for regulatory agency review and approval.
- 4.6 "Construction Documents" shall mean plans, specifications, schedules, notes, calculations, reports, sketches and renderings prepared by the CONSULTANT for the Project. These shall become the property of the COUNTY. The CONSULTANT shall furnish the COUNTY with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for its records.
- 4.7 The CONSULTANT shall furnish to the COUNTY the following deliverables:

Consultant shall develop two (2) options for the Commissioners Courtroom for presentation and selection at the end of Schematic Design.

 - A. One full-sized set and one-half size set each of the Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents review documents.
 - B. Estimates of probable cost in both printed and electronic file format, at the completion of Schematic Design.
 - C. One unbound set of 100% complete full size construction drawings, photo statically plotted on bond paper with one unbound set of the final specifications.

- D. One copy of the drawing files and specifications on compact disc or flash drive.
- E. Calculations as described herein.
- F. Regulatory documents as described herein.
- G. Affix original signed and dated State of Texas Professional Architect's and Engineer's seals, as appropriate, to the following documents or as required by law.
 - 1. Drawing set Cover Sheet.
 - 2. Each sheet of Drawings
 - 3. Project Manual Table of Contents page

5.0 BIDDING PHASE SERVICES

- 5.1 Participate in procurement of CM/R during design phase. Such participation may include RFQ/RFP review and interview participation.

Attend a pre-bid conference and assist COUNTY in preparation of addenda, interpretation of the bid documents related to the CONSULTANT's work and in answering CM/R and subcontractors' questions.

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

6.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 6.1 The CONSULTANT shall be responsible for Construction Contract Administration to the extent the CONSULTANT determines is necessary to verify that the Work is being constructed according to the intent of the Construction Documents. The CONSULTANT shall at all times have access to the Work whenever it is in preparation or progress. The CONSULTANT will assist the COUNTY in determining the percentage of work completion in relation to the CM/R's applications for payment.
- 6.2 The CONSULTANT shall attend a pre-construction conference and construction progress meetings weekly.
- 6.3 The CONSULTANT shall render interpretations necessary for the proper execution of the work with reasonable promptness upon notification by the COUNTY. Submit results of reviews within seven (7) calendar days for architectural responses and fourteen (14) calendar days for sub consultant submittal responses and RFIs. The CONSULTANT shall notify the COUNTY immediately if more time is required, and the COUNTY may grant additional time for reasonable cause. Interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in written and/or graphic form.

- 6.4 The CONSULTANT shall not have control or charge of, and shall not be responsible for: construction means, methods, techniques, sequences or procedures: safety precautions and programs in connection with the Construction Work: acts or omissions of the CM/R, subcontractors of any tier or any other persons performing any of the Construction Work; or failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Documents.
- 6.5 The CONSULTANT shall produce a punchlist of construction deficiencies at the time of Substantial Completion. Coordinate preparation of the punchlist with COUNTY.
- 6.6 The CONSULTANT shall produce record drawings from documentation received from the CM/R and any other contractor(s) upon completion of the Project or phases of the Project as applicable. The record drawings shall be in the same format as the construction drawings. Provide two full-size and one half-sized bound sets of Record Drawings, plotted on bond paper, and one copy of the Record Drawings on CD or flash drive.
- 6.7 The CONSULTANT shall provide cafeteria, A/V and media systems commissioning services to ensure proper system functionality and integration, and participate with the CM/R for training of COUNTY staff.

7.0 QUALITY CONTROL

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

8.0 MEETINGS

- 8.1 The CONSULTANT shall attend meetings as required for development of the design and construction documents and as described in the Professional Services Agreement (PSA) of which this Scope-of-Services document is a part. Attendance and participation at such meetings will be part of Basic Services.

9.0 SCHEDULE MILESTONES

9.1 The CONSULTANT's delivery of the Work Product shall conform to the following phases which will commence upon receipt of a written Notice-to-Proceed from the COUNTY. The exact durations will be determined during fee negotiations with the successful respondent and any adjustments to the phases, if needed, will also occur at that time. While the durations of the phases may be adjusted, the 100% construction documents will be complete according to the attached schedule.

END OF SCOPE OF SERVICES

SCOPE OF SERVICES - ATTACHMENT 'A' PROJECT DESCRIPTION

1.0 PROGRAM SUMMARY

- 1.01 Commissioners Courtroom, approximately 4,200 SF, with fixed audience seating for 110 and Lobby of approximately 1,000 SF. This is the public meeting space for the County Commissioners Court, which is the 5-member governing body of Travis County. The Commissioners hold formal public voting session meetings from the dais weekly on Tuesdays. They also hold periodic informal public worksession meetings using a circle of tables on the floor in front of the dais. Both the formal voting sessions and informal work sessions are broadcast live via the County's own cable TV channel and video record is uploaded to the County website. Other County departments, as well as other public and quasi-public organizations may schedule use of the room for meetings at other times. Design should evaluate options for creating a sloped floor for the audience seating. The following spaces will support Commissioners Court operation:
 - A. Executive Session Conference Room – 580 SF
 - B. Hoteling Suite – 1400 SF
 - C. County Attorney Hoteling Suite – 1270 SF
 - D. Central Equipment Room – 150 SF
 - E. Two private restrooms for use by the Commissioners Court – 246 SF
 - F. Coffee bar for use by the Commissioners Court – 40 SF
 - G. One or two associated “building amenity” shared conference rooms in the 600 SF to 750 SF size range.
- 1.02 Broadcast Media Control Room, Studio and related support spaces.-, These spaces are occupied by the staff of the Records Management and Communication Resources Department (RMCR):
 - A. Broadcast Media Control Room, 250 SF, contains the control equipment for broadcast of the Commissioners Court meetings (live and recorded), as well as other recorded programs on TCTV (cable channel 17).
 - B. Media Equipment Closet – 125 SF, adjacent to the Commissioners Courtroom.
 - C. Studio - 400 SF for filming original programming for TCTV
 - D. Studio Media Control Room - 250 SF.
 1. Audio Room – 150 NSF; for voice work.
 2. Media Green Room – 200 SF
 3. Private restroom – 125 SF, adjacent to Green Room and equipped with

make-up counter and wardrobe area, for use by participants/talent in program productions in the Studio or Audio Room.

4. A/V Equipment Storage – 200 SF (or this may be located on lower level in order to use loading dock).

- 1.03 Multi-Function Conference Room, approximately 3600 SF with movable walls to divide the room into 3 separate meeting spaces as needed. Total seating capacity of up to 244 in stackable chairs. This “conference center” type room will provide a much-needed large flexible meeting space for County departments and also for public use, comparable to the public meeting rooms at the Texas Association of Counties building. At least one of the three divisions of the space will be equipped with lighting, AV and media equipment for televised broadcasts of proceedings.
- 1.04. Treasurer’s Office Suite, which is projected to grow from 3,482 NSF needed by 2015 to 3,648 NSF by 2025 and to 4,226 NSF needed by 2035. Actual suite NOSF will depend on efficiency of suite layout and internal circulation. The Treasurer’s Office includes a public transaction counter, combined with a reception/waiting area for visitors coming to meet with the Treasurer or her staff, so easy access from the main building lobby is desirable. A small floor vault inside a secured room within the suite is needed to store cash and checks. The suite will need to be configured to facilitate secure transfer of cash and checks via armored car service, either through the Lower Level to the loading dock area or through the north exit door to 8th Street. The staff spaces include the Elected Officials office for the County Treasurer and several other enclosed staff offices and open office cubicles. Suite support spaces include conference rooms, workrooms, library, file room, copy/printer room, storage, coffee bar/break room. The detailed program information will be provided to the selected Consultant.
- 1.05 The County Judge’s Office and four of the five Commissioners’ Office Suites will be located on 2nd Floor and are projected to require 2,579 NSF and 2,154 NSF each, respectively, by the year 2035. The CONSULTANT will be asked to consider and advise the COUNTY on the preferred renovation and remodel strategy for the hardwood storefront framing existing on the 2nd Floor.
- 1.06 County Attorney Hoteling Suite, 1,805 SF, to include office and meeting spaces with the ability for County Attorney staff to office remotely from their normal offices while consulting with the Commissioners Court and other County departments.

- 1.07 Executive Manager's Hoteling Suite, 1,938 SF, similar in function to the County Attorney Hoteling Suite and for the use of Executive Managers and other County staff located either on other floors of the building or elsewhere in the County.
- 1.08 Two Building Amenity Conference Rooms to be located on 2nd Floor and accessible by County staff not necessarily officed on the floor.
- 1.09 Consider the Lower Level area, identified as part of the scope of this project, when designing the 1st and 2nd floor renovations. Since the atrium extends 3 floors and the Lower Level forms one of the two primary entrances to the building, from the Parking Garage located across 8th St., it is integral to the overall public and staff experience in accessing and using the building.
- 1.10 A Cafeteria is to be located in an area approved by COUNTY. Although the Cafeteria will primarily serve building occupants it will be open to the general public. Provide comprehensive design of the cafeteria and related elements including FF&E, HVAC, specialty kitchen equipment and connection to the building infrastructure.

2.0 PROJECT GOALS

- 2.01 Sustainability & Energy Efficiency: Comply with the Travis County Green Building Policy to the greatest extent practicable. The Consultant should base design and construction decisions as though the Project were seeking LEED Silver certification. Utilize "best practice" to achieve the highest practical level of energy efficiency. Design to provide natural lighting to the greatest number of occupants.
- 2.02 Health, Safety & Security: Comply with local, state and national codes for site and building design, fire and life safety, accessibility and health. Select materials and designs that promote healthy environments and minimize exposure to mold and hazardous elements, excessive noise, uncomfortable temperatures and high humidity levels. In addition to compliance with ADA and Texas Accessibility Standards, address the ergonomic and accessibility needs of children and the elderly. Incorporate security features and systems in coordination with the adopted County security plan for the building.
- 2.03 Quality, Compatibility & Functionality: Balance goals to achieve high quality of appearance, performance, reliability, durability, maintainability, and sustainability, with careful consideration of initial cost versus life-cycle cost. Select durable and functionally suitable materials and equipment.
- 2.04 Maintainability: Material and equipment selections should consider County maintenance and repair methods and policies. Design for ease of maintenance, availability of repair parts and labor, cost effectiveness, dependability and vendor and manufacturer warranty service and support.

- 2.05 Specific design goals: The Commissioners Courtroom is to be integrated into the building in a manner to meet the program, realize design priorities and promote the dignity and status of public government proceedings.
- A. Utilize high quality materials that are aesthetically compatible with the existing building and reflect the regional character of Travis County. Materials and furnishings should be durable, cleanable and resist aging.
 - B. Incorporate state-of-art media technology. TV broadcast and in-room audio-visual electronic media systems are needed for the Commissioners Courtroom and Multi-Purpose Conference Rooms. Teleconferencing and in-room audio-visual electronic media systems are needed for other conference rooms.
 - C. Balance design issues to meet “live theater” and “broadcast studio” requirements for the Commissioners Courtroom with regard to finishes, lighting, acoustics, access, sight lines, etc.
 - D. Lighting designs will include general and decorative lighting, adjustable for various media presentations. The Commissioners Courtroom will require theatrical lighting for broadcast and non-broadcast. Natural light controls are to be included in the design.
- 2.06 Projected Schedule: (see attached)

END OF ATTACHMENT 'A'

SCOPE OF SERVICES - ATTACHMENT 'B' PROJECT REFERENCE INFORMATION

1.0 EXISTING SPACE UTILIZATION

1.01 The First and Second Floors of 700 Lavaca existing space utilization is described below and illustrated in the following plan.

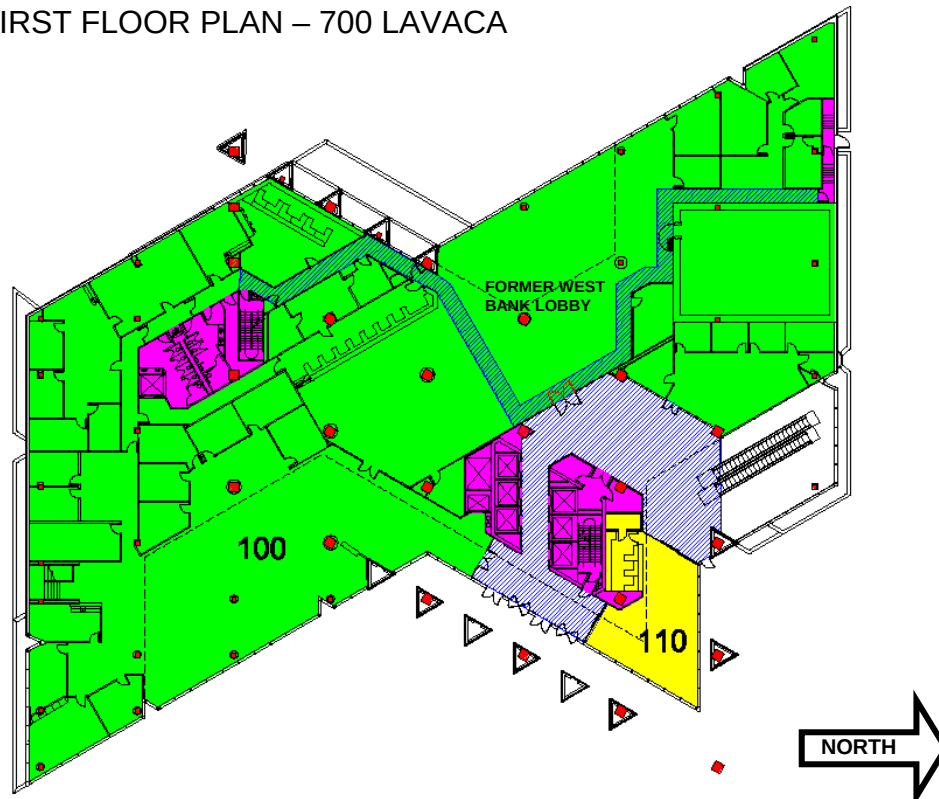
A. Current and former Tenant Areas

1. Suite 110 – Currently occupied by Murphy's Deli. This 1,424 SF food service lease space will not be included in the scope of work.
2. Suite 100 – Vacant former banking space, 27,652 SF, with two double height atrium banking lobbies. A large concrete safe deposit bank vault remains on the first floor. The CONSULTANT will be asked to recommend whether this vault remains, to be incorporated into the design, or is demolished.
3. Suite 200 – Former bank offices occupying the entire 25,135 SF 2nd Floor, part of which are constructed of custom built hardwood storefront framing and butt-glazed glass.
4. Barbara Jordan Conference Room – existing 600 SF building amenity conference room to remain.

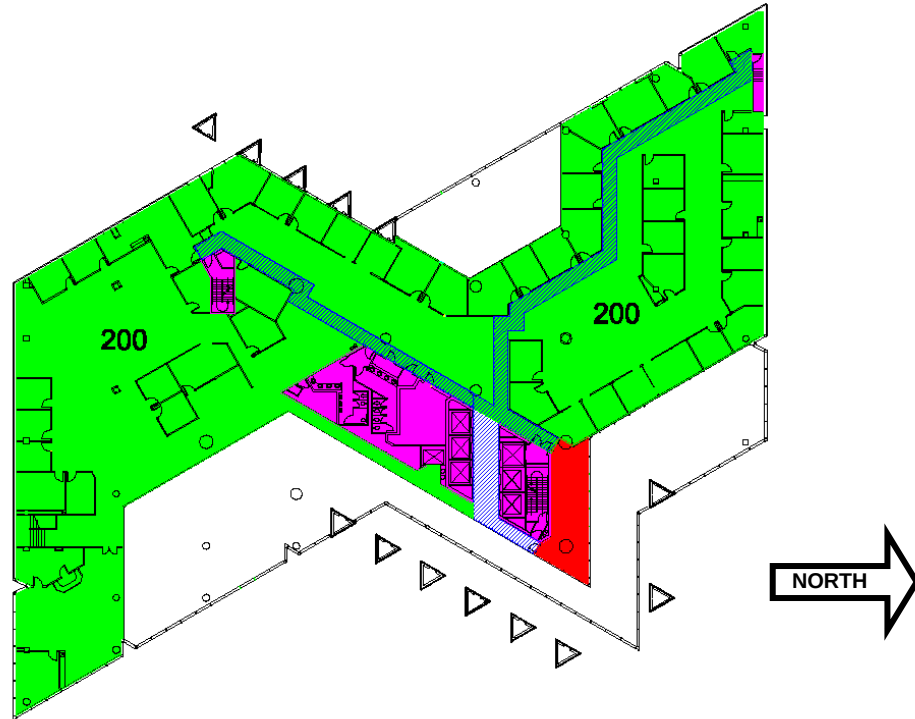
B. Building Core Areas on both floors are approximately 2,627 SF.

C. The entrance lobby features a three-story atrium connecting the basement, first and second floors, with an escalator from the basement to the first floor.

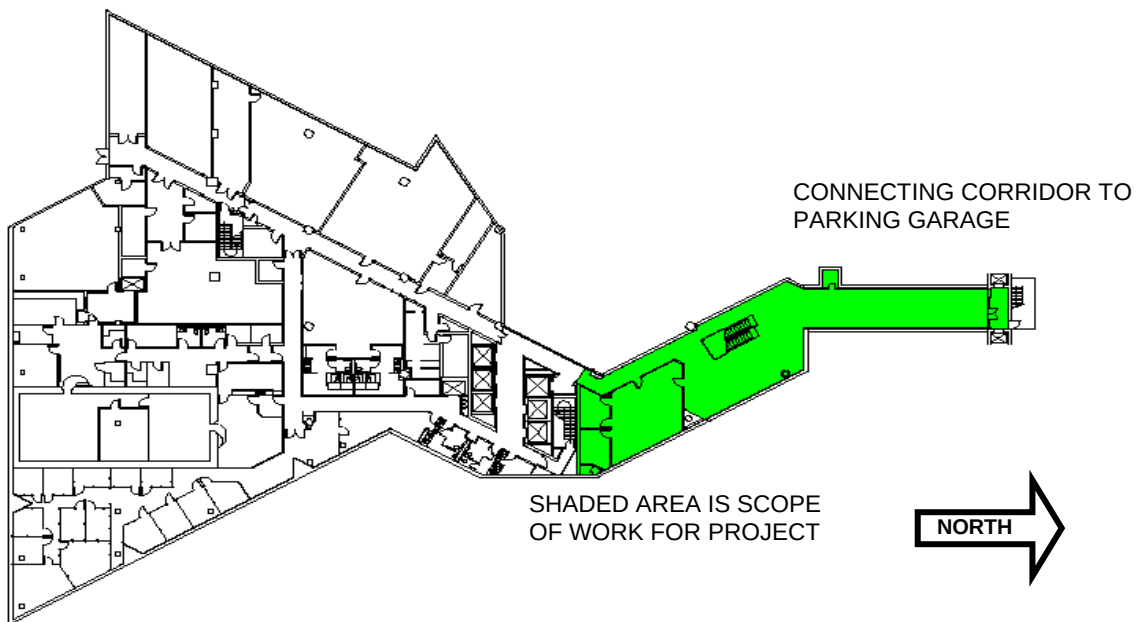
1.02. FIRST FLOOR PLAN – 700 LAVACA



1.03. SECOND FLOOR PLAN – 700 LAVACA



1.04. LOWER LEVEL FLOOR PLAN – 700 LAVACA



2.0 PHOTOGRAPHS



View of former bank lobby
teller counter on West side
of First Floor, facing
Southeast.



View of former bank lobby
on West side of First Floor,
facing Northwest.



Typical Second
Floor former bank



Escalators from Lower
Level to 1st Floor facing
South. The new cafeteria
location, and current
Building Management
office, is located to the left
and beyond the escalators.



Escalators from 1st Floor to Lower Level facing North toward the Connecting Corridor to the Parking Garage across 8th Street.



Connecting Corridor facing North toward Parking Garage Elevator Lobby.

PART III
RFQ ATTACHMENTS

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

ATTACHMENT 1

PROFESSIONAL SERVICES QUESTIONNAIRE

QUESTIONNAIRE INFORMATION

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

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

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

QUESTIONNAIRE DEFINITIONS

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

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

NOTE: A Joint Venture is not created when a Respondent simply engages a sub-consultant in connection with the Project.

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

SECTION I: TO BE COMPLETED BY RESPONDENT

PROJECT NAME	
NAME OF RESPONDENT	

ADDRESS OF RESPONDENT'S HEADQUARTERS

DATE OF ORGANIZATION	
-----------------------------	--

(Month/Year)

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

TYPE OF ORGANIZATION	
-----------------------------	--

(Individual, Partnership, Association, or Corporation)

BUSINESS TELEPHONE NUMBER(S)			
OFFICE		FAX	

LIST OF PRINCIPALS (NAMES)	TITLES	DEGREES

1) **RESPONDENT'S STAFF**

A. LIST CURRENT NUMBER OF RESPONDENT'S FULL-TIME EMPLOYEES IN EACH CATEGORY, INCLUDING ALL STAFF WHEN A JOINT VENTURE:

(All licenses/registration of key staff listed in this Attachment 1 must be in the State of Texas)

POSITIONS	LOCAL OFFICE	NATIONAL OFFICE(S)
Architects, R.A.		
Mechanical Engineers, P.E.		
Structural Engineers, P.E.		
Electrical Engineers, P.E.		
OTHER PROFESSIONALS		
OTHER SUPPORT PERSONNEL		
TOTALS		

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

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

[illegible]

2) **RESPONDENT'S TEAM EXPERIENCE**

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

Name and location of related projects within the last 5 years	Services Provided	Project Mgr. Name	A/E Fee	Const. Cost	Client Contact Name and Phone No.

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

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

NO. OF PROJECTS	PROJECT TYPE	FEE DOLLAR VOLUME

4) **TECHNICAL PLAN AND SCHEDULE**

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

5) **LOCAL OFFICE**

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

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

6) **PRESENT WORKLOAD**

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

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

7) **PREVIOUS WORKLOAD WITH TRAVIS COUNTY**

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

NAME OF PROJECT	YEAR AWARDED	STAGE & PERCENT COMPLETE

8) EEO PROGRAM

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

NOTE: USE MOST RECENT PERSONNEL INFORMATION.

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

* - Male or Female

9) FINANCIAL LIMITATIONS & CONSIDERATIONS

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

YES ____ NO ____

INSTITUTION	RELATIONSHIP

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

YES ____ NO ____

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

DATE	AGENCY	PROJECT

10) PROJECT MANAGEMENT CHART

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

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

11) LEGAL CONSIDERATIONS

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

YES _____ NO _____

IF LIMITED, PROVIDE LIMITS: _____

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

12) OBJECTIONS TO PROFESSIONAL SERVICES AGREEMENT (PSA) LANGUAGE

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

SIGN AND COMPLETE THE FOLLOWING:

SIGNATURE: _____

TITLE: _____ DATE: _____

SUB-CONSULTANTS PROFESSIONAL SERVICES QUESTIONNAIRE

SECTION II : SUB-CONSULTANT

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

PROJECT	
NAME OF FIRM	

ADDRESS OF SUB-CONSULTANT'S HEADQUARTERS

DATE OF ORGANIZATION	
-----------------------------	--

BUSINESS TELEPHONE NUMBER(S)			
OFFICE		FAX	

SUB-CONSULTANT EXPERIENCE

A. SUB-CONSULTANT FIRM EXPERIENCE

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

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

B. SUB-CONSULTANTS TEAM EXPERIENCE

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

NAME	COLLEGE DEGREE	PROFESSIONAL REGISTRATION/LICENS E	PROJECT MANAGEMENT T EXP.	TOTAL YEARS. EXP
PROJECT MANAGER:				

ATTACHMENT 2

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUBs 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.

The following goals for HUB participation, as well as HUB subconsultant participation, have been assigned for this particular project and designated with an "X" in the box ☒ provided.

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 subconsultants.

☐ **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%	

☒ **PROFESSIONAL SERVICES**

Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Native/Asian American
Overall WBE Goal: 15.8%	

☐ **NON-PROFESSIONAL SERVICES**

Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Native/Asian American
Overall WBE Goal: 15.0%	

Prime Business: _____

Project Title: _____

HUB: ☐ Yes ☐ No Indicate Gender & Ethnicity: _____

Certifying Agency (Check all applicable): ☐ State of Texas (HUB) ☐ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)

Address: _____ Phone No.: () _____ Fax No.: () _____

City: _____ State: _____ Zip: _____

E-mail: _____

_____ We are able to fulfill all, or most, of the potential 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, including a HUB Declaration, GFE Checklist and subconsultant payment information.

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____%?
(List all sub information below). Total Project Amount: \$ _____

TOTAL MBE: \$ _____ % _____ TOTAL WBE: \$ _____ % _____

-PLEASE COMPLETE ALL INFORMATION IN ITS ENTIRETY.-

Name and Title (print or type): _____

E-mail address: _____ Signature: _____

Contact person that will be in charge of invoicing for this project?

Name and Title: _____

Phone: _____ E-mail address: _____

PART I LIST OF CERTIFIED HUB SUBS (Duplicate as necessary)

HUB Sub Name: _____

HUB: ☐ Yes ☐ No Certifying Agency (Check all applicable): ☐ State of Texas (HUB) Indicate Gender & Ethnicity: _____☐ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

HUB Sub Name: _____

HUB: ☐ Yes ☐ No Certifying Agency (Check all applicable): ☐ State of Texas (HUB) Indicate Gender & Ethnicity: _____☐ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

HUB Sub Name: _____

HUB: ☐ Yes ☐ No Certifying Agency (Check all applicable): ☐ State of Texas (HUB) Indicate Gender & Ethnicity: _____☐ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

HUB Sub Name: _____

HUB: ☐ Yes ☐ No Certifying Agency (Check all applicable): ☐ State of Texas (HUB) Indicate Gender & Ethnicity: _____☐ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Fax No.: () _____ E-mail: _____

Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Work to be Performed: _____

PART II: DISCLOSURE OF OTHER "NON-HUB" SUBS

The respondent shall use this section to provide a listing of all "Non-HUB" subs, including suppliers that will perform work on this project. A list of "Non-HUB" subs selected after contract award must be provided **IMMEDIATELY** after selection.

Sub Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

Sub Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

Sub Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

Sub Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Title: _____ Phone No.: () _____
 Fax No.: () _____ E-mail: _____
 Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
 Description of Work to be Performed: _____

PART III: NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, place a check mark ✓ by the response(s) that best fits your situation. Supporting documentation to demonstrate your good faith efforts in utilizing subs may be requested at any time.

Our firm was unable to meet the HUB goals for this project for the following reason(s):

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

ATTACHMENT 3

DETERMINATION OF “GOOD FAITH EFFORT” (GFE) CHECKLIST

INSTRUCTIONS: The following checklist shall be completed by the Respondent and returned with the response.

This list contains the **minimum** efforts that should be put forth by the Respondent when attempting to achieve or exceed the goals of HUB Subconsultant participation. Respondent may go beyond the efforts listed below. If additional information is needed, the respondent will be contacted in writing. Place a checkmark by the efforts that were executed.

- ☐ - To the extent practical and consistent with standard and prudent industry practices, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subconsultant participation?
- ☐ - Notify in writing three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted? **(attach copy of correspondence)**
- ☐ - Provide HUBs that were genuinely interested in bidding on a subcontract, adequate information regarding the project (*i.e. plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Respondent's organization?*)
- ☐ - Negotiate in good faith with interested HUBs and not reject bids from HUBs that qualify as lowest and responsive bidders?
- ☐ - Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? **(attach correspondence)**
- ☐ - 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? **(attach correspondence)**
- ☐ - **If Respondent has zero (0) HUB participation, please explain the reasons why below or any other information related to good faith efforts.**

-SUGGESTED RESOURCES WHEN SOLICITING SUBCONSULTANTS-

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail
Asian Construction Trade	926-5400	926-5410	acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com/index_rs3.asp
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.ci.austin.tx.us/smbr		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

Printed Name of Authorized Representative

Signature

Title

Date

ATTACHMENT 4**ETHICS AFFIDAVIT**

STATE OF TEXAS }
COUNTY OF TRAVIS }

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

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____ 20____.

Notary Public, State of _____

Typed or printed name of notary

My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
February 1, 2011

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	MHMR
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker*	Seton Hospital
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	
Executive Assistant	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	Daffer McDaniel, LLP
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	Retired
Commissioner, Precinct 3 (Spouse)	Leonard Huber	
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim 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	Tamara Armstrong	

Attorney, Transactions Division	Daniel Bradford
Attorney, Transactions Division	Mary Etta Gerhardt
Attorney, Transactions Division	Barbara Wilson
Attorney, Transactions Division	Jim Connolly
Attorney, Transactions Division	Tenley Aldredge
Director, Health Services Division	Beth Devery
Attorney, Health Services Division	Prema Gregerson*
Purchasing Agent	Cyd Grimes, C.P.M.
Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	Diana Gonzalez
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Oralia Jones, CPPB
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV	John E. Pena, CTPM*
Purchasing Agent Assistant III	Vacant
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.*
Purchasing Agent Assistant III	Rosalinda Garcia
Purchasing Agent Assistant III	Loren Breland, CPPB
Purchasing Agent Assistant II	C.W. Bruner, CTP*
Purchasing Agent Assistant III	Nancy Barchus, CPPB
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis*

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Executive Assistant	Kelly Darby	01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill	04/30/11
Executive Assistant	Chris Fanuel	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court	Christian Smith	05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12

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

ATTACHMENT 5

STATEMENT INFORMATION AFFIDAVIT

STATE OF TEXAS .

COUNTY OF TRAVIS .

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

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

Signature of Firm's Representative

Executed this _____ day of _____, 20____.

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

Notary Public in and for _____ County, Texas

Typed or Printed Name of Notary

My Commission Expires: _____

ATTACHMENT 6

PROFESSIONAL SERVICES EVALUATION

EVALUATION AND SELECTION PROCESS

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

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

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

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

EVALUATION CRITERIA AND WEIGHTED FACTORS

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

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

1. Programming, planning, design and construction contract administration for building construction and remodeling for public meeting spaces in general, and in particular, for theatrical/broadcast auditoriums for governmental organization meetings with formal dais for officials.
2. Design and commissioning of theatrical lighting and audio/visual electronic media systems equipment.
3. Programming, planning, design and construction contract administration for general government office spaces.

The evaluation factors and their corresponding weights are as follows:

- | | |
|---|------------------|
| 1. Qualifications and Experience of the Consultant, including Sub-consultants | 35 points |
| a. Consideration will be given to experience and technical competence of the firms in the project types and services noted above. | |
| b. Additional consideration will be given for Project Teams that have performed well as a team on past similar projects. | |
| c. Consideration will be given to the communications skills of the firm, as evidenced by the clarity, brevity and completeness of the Qualifications Statement. | |

2. Qualifications and Experience of Key Individuals**30 points**

- a. Consideration will be given to experience and technical competence of the key individuals who will be assigned to the Project. Extensive knowledge of the functional needs, operations and industry design standards for public meeting spaces are essential.
- b. Additional consideration will be given for familiarity with state-of-the-art trends in theatrical lighting, acoustical engineering, and audio/visual electronic media systems as they apply to public meeting spaces for governmental organizations.

3. Project Approach Work Plan and Schedule**35 points**

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

**TOTAL POSSIBLE SCORE FOR QUALIFICATIONS STATEMENT
POINTS****100**

ATTACHMENT 7

DRAFT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

INSERT NAME OF A/E

FOR

ARCHITECTURAL/ENGINEERING SERVICES

FOR

**NEW COUNTY COMMISSIONERS COURTROOM AND OFFICES
(Lower Level, 1ST AND 2ND FLOORS-700 LAVACA)
11AE00120RV**

PROFESSIONAL SERVICES AGREEMENT (PSA)

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DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the “COUNTY”) and CONSULTANT (the “CONSULTANT”) (this “Agreement”).

WHEREAS, the COUNTY desires to obtain professional architectural and engineering services for the design of a **[insert project description from SOS]** (the “Project”); and

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

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

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

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional architectural and engineering design services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder shall be submitted to the COUNTY’s Project Management Consultant (the “P.M.C.”). Disputes pertaining to non-technical matters shall be handled in accordance with Paragraph 11.9 of this Agreement. The P.M.C shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the “Commissioners Court”) shall be final and binding.
- 1.2 The COUNTY shall provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT shall make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT’s copies of the foregoing material shall be returned to the COUNTY upon completion of the Project, if the P.M. C so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the P.M.C observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the P.M. C shall give prompt written notice thereof to the CONSULTANT. The CONSULTANT shall correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT shall be responsible for the complete design and documentation of the work described herein, and shall prepare the Work Product, as defined herein, which shall be acceptable to the P.M. C. The CONSULTANT shall also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and shall consult with and give advice to the COUNTY during the performance of the Project. CONSULTANT shall be the Architect-of-Record and/or the Engineer-of-Record for the Work Product they produce for this Project.
- 2.2 The CONSULTANT shall perform the "Basic Services," which shall mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which shall be rendered to the satisfaction of the P.M.C 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, set forth Appendix A, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to RFQ#Q110120-RV, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT shall submit to the COUNTY for review at regular intervals, as specified in the Project Schedule attached hereto as [Exhibit 3](#) and made a part hereof.
- 2.3 The CONSULTANT shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project shall be the latest edition in effect, in accordance with the Authority Having Jurisdiction (AHJ), on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include but are not limited to the following, subject to the provisions for each as adopted by the AHJ:
- a. 2009 International Building Code with City of Austin amendments
 - b. 2009 International Fire Code with City of Austin amendments
 - c. 2009 Uniform Plumbing Code with City of Austin amendments
 - d. 2009 Uniform Mechanical Code with City of Austin amendments
 - e. 2009 International Energy Code with City of Austin amendments
 - f. 2009 National Electrical Code with City of Austin amendments
 - g. 1994 Texas Accessibility Standards

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the “Construction Cost”).
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT’S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor’s methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section VII), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit. The CONSULTANT shall limit bid alternates to no more than five (5).
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the Guaranteed Maximum Price (GMP) negotiated with the Construction Manager at Risk, the COUNTY may:
 - (1) give written approval of an increase in the Project budget or fixed limit,
 - (2) if the Project is abandoned, terminate this Agreement, or
 - (3) revise the scope of the Project to reduce the GMP.
- 3.7 If the COUNTY chooses to proceed under clause 3.6.3 above, the CONSULTANT, without additional compensation, shall modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.8 The CONSULTANT shall estimate the total project budget, including reimbursables, contingency, permit fees and agency fees. The budget shall not include (1) hazardous material testing and removal if any is required or (ii) any costs for furniture, fixtures and equipment other than a/v and media equipment and lighting. As part of the services, the CONSULTANT shall report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous

materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT shall receive the Basic Services compensation described in [Exhibit 1](#), attached hereto and made a part hereof. The Basic Services compensation shall be paid in accordance with the payment schedule set forth in [Exhibit 1](#).
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT shall receive the Additional Services compensation described in [Exhibit 1](#).
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the P.M.C shall be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as [Exhibit 3](#) and made a part hereof. Any such modification shall include an update to the Project.
- 5.2 This Agreement shall become effective on the Effective Date, as defined herein, and shall remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's obligations hereunder 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 hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section shall notify the other party, and a special meeting shall be called by the P.M. C to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the P.M.C.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The P.M. C shall act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The P.M. C shall have complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The P.M.C. may designate representatives to transmit instructions and receive information.

- 6.2 The CONSULTANT shall not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the P.M.C. The CONSULTANT shall not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the P.M.C (the "Notice to Proceed"). The CONSULTANT shall not commence work on any phase of the Project; as such phases are described in the Scope of Services, until receipt of written authorization to proceed, which shall be issued by the P.M.C.
- 6.3 The CONSULTANT shall familiarize himself adequately with the existing conditions at the project site. To the extent that the CONSULTANT's design work relates to, connects with, or is dependent upon an existing building or other structure, the CONSULTANT shall familiarize himself with the existing built conditions to the extent necessary to produce a complete and accurate Work Product. If as-built documentation is available and provided to the CONSULTANT, the CONSULTANT shall not rely solely on the as-built documentation, but shall exercise professional due diligence in confirming critical dimensions and as-built conditions through actual on-site measurements or other reasonable means as required to produce a complete and accurate Work Product.
- 6.4 At the beginning of each design phase and before written authorization to proceed with that design phase is issued, the CONSULTANT shall submit to the P.M.C. an overall design schedule, updated and adjusted as required in order to conform to the overall Project Schedule. In addition, the CONSULTANT shall make monthly progress reports with comparisons between the design schedule and the overall Project Schedule.
- 6.5 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that shall not exceed thirty (30) days, the CONSULTANT shall arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.6 The 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. The CONSULTANT shall familiarize himself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.
- 6.7 The CONSULTANT shall have the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.8 The CONSULTANT shall cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the P.M.C.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" shall mean 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 The Work Product shall be submitted by the CONSULTANT for each design phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, the submission shall be checked for completion. A “Complete” submission shall mean that all items listed, referenced and otherwise described in this Agreement relating to that design phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY shall notify the CONSULTANT and the COUNTY’s Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY shall notify the CONSULTANT, who shall perform such professional services as are required to complete the Work Product for that phase and shall resubmit it to the COUNTY.
- 7.4 COUNTY’s “Technical Review Process” shall mean County’s review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product shall be returned to the CONSULTANT, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 shall be repeated until the Work Product is accepted by County. “Acceptance” shall mean that in the P.M.C.’s opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT shall perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the P.M.C. “Approval” shall mean formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT’s Work Product as “Complete”, “Accepted”, or “Approved” under this Agreement, the decision of the P.M.C. shall be final and binding on the CONSULTANT.

SECTION 8

REVISION TO WORK PRODUCT

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

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 “Reimbursable Expenses” shall mean expenses in addition to the compensation for Basic Services or Additional Services set forth in [Exhibits 1 and 2](#), and shall include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, renderings and plotting of drawings, specifications and other documents for other than the in-house use of the CONSULTANT’s or his subconsultants, as well as postage and delivery expenses for the Work Product; and
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time shall the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in [Exhibit 1](#).
- 9.3 Payment of Reimbursable Expenses shall be made monthly upon presentation of the CONSULTANT’s statement of services rendered or expenses incurred. Receipts for all reimbursable expenses shall be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a “Notice of Suspension”). The “Effective Date of Suspension” shall be the date on which CONSULTANT receives the Notice of Suspension, and this date shall begin the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the 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. 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, shall be prepared for possible delivery to the COUNTY upon COUNTY’s request.

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

10.2 TERMINATION FOR CONVENIENCE. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a “Notice of Termination”), which shall take effect on the tenth day following receipt by the CONSULTANT (“Termination for Convenience”). Termination for Convenience shall not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience shall not be taken with the intention of awarding the same or similar contract requirements to another source.

10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the 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, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 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 shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.2.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

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, the COUNTY and its officials, agents and representatives shall not be liable for loss of any profits.

Termination by CONSULTANT:

10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT’s Notice of Termination for Default, the CONSULTANT shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

- 10.3.2 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 shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

- 10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the 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, the CONSULTANT shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
 - 10.3.6 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 shall be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
 - 10.3.7 Upon the above conditions being met, the COUNTY shall pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
 - 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.4 Periods of time during which a Notice of Suspension is in effect or during which a submitted and Complete Work Product is in technical review, as described in Section VII herein, shall not be taken into account in computing the amount of liquidated damages. In the event that an Work Product received by the COUNTY is found to be incomplete, the period of time from the original submittal of the Work Product to the receipt of subsequent submittal necessary to produce a completed submittal shall be taken into account in computing the number of days and the amount of liquidated damages.
- 10.5 All references to time in this Agreement shall be measured in calendar days unless otherwise specified. The Project Schedule is measured in work days.

SECTION 11

CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in 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, the CONSULTANT shall inform the COUNTY of such event within five (5) working days.
- 11.2 The CONSULTANT shall be responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY shall not release the 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 the COUNTY shall be an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT shall perform all services and responsibilities required of the CONSULTANT under this Agreement using at least that standard of care which a reasonably prudent CONSULTANT in Travis County, Texas, would use in similar circumstances. The CONSULTANT shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement shall be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, shall upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT shall place his Texas Professional CONSULTANT's seal of endorsement on all documents and architectural data furnished to the 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 shall be classified as an employee or servant of COUNTY.
- 11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS INCLUDING P.M.C., 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 THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM , DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

11.8.1 If any claim, or other action, that relates to the CONSULTANT's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against the CONSULTANT, the CONSULTANT 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, the CONSULTANT shall furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 DISPUTES AND APPEALS (OCT' 03): The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this contract. If CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, CONSULTANT must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to CONSULTANT's satisfaction, CONSULTANT may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. CONSULTANT then has the right to be heard by Commissioners Court.

SECTION 12 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT shall furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT shall have the right to retain copies of the Work Product for its records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, models, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project shall be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.

- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY shall be at the CONSULTANT 's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT shall not be liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT shall not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The 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 The CONSULTANT further agrees that the COUNTY or its duly authorized representatives shall have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be 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 shall 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 any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in [Exhibit 4](#), attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the 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 bonafide employee working solely for the 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 bonafide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
- 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the COUNTY Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

COUNTY: Cyd V. Grimes (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 A. El Khoury, M.S., P.E. (or successor)
Travis County Facilities Management Director
P.O. Box 1748
Austin, Texas 78767

and

David Stauch and
Bill McCann, LEED AP (or successor)
HS&A Project Management
Barton Oaks Plaza, Building V, Suite 200
901 South MoPac
Austin, Texas 78746

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, shall be:

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in [Exhibit 5](#), attached hereto and made a part hereof.

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

- (i) The 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 if the CONSULTANT has not disclosed the name of any such Key Contracting Person in its Qualifications Statement, which is expressly incorporated in this Agreement; or
- (ii) The 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 and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court and to the Travis County Clerk within 10 days after commencing business with that Key Contracting Person.

“Is doing business” and “has done business” shall mean (a) paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal or equitable, or (b) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt; but does not include (y) any payments, receipts, loans, or receipts of a loan which are less than \$250.00 per calendar year in the aggregate, or (z) any retail transaction for goods or services sold to a key person at a posted, published, or marked price available to the general public.

“Key Contracting Person” shall mean any person or business listed in Attachment 1 to [Exhibit 6](#), attached hereto and made a part hereof.

14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the P.M.C. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors and vendors shall reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 PAYMENTS. Payment shall be made by check or warrant upon satisfactory delivery and acceptance of items and submission of invoice to the address below for orders placed by the Purchasing Agent, or as

indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

HS&A Project Management
Barton Oaks Plaza, Building V, Suite 200
901 South MoPac
Austin, Texas 78746

As a minimum, a "Correct and Complete" invoice shall include: (i) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address, (ii) COUNTY Agreement, Purchase Order, or Delivery Order number, (iii) identification of items or service as outlined in the Agreement, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

- 14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. The CONSULTANT shall provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, 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 shall be binding upon and inure to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 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) DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 6 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8%

for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Contract Sum. 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. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

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

14.15.1.2 The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

14.15.2 Subcontractor Tracking Software System.

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

14.15.2.2 The CONSULTANT shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all VTS reporting. On a monthly basis, the CONSULTANT shall record and submit electronically payments made to all Subcontractors/subconsultants for Work completed through the end of the previous pay period; such electronic recording and submission shall be completed no later than the 15th day after such payments are made. The CONSULTANT shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System

no later than 10 days following the day on which the CONSULTANT enters the Subcontractor/subconsultant payment information as required herein. The CONSULTANT shall attempt to resolve any payment discrepancies or disputes in good faith. The CONSULTANT shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described herein or by providing to the COUNTY payment documentation satisfactory to the COUNTY.

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

14.15.2.4 Failure by the CONSULTANT to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and contract termination in accordance with the procedures set forth in this Agreement. Additionally, if the CONSULTANT is determined to be in default of these mandatory reporting requirements, it may have such conduct considered against it, in assessment of responsibility, in the evaluation of future contracts with the COUNTY.

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

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

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

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant Work assignments, percentage of goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, the CONSULTANT is highly encouraged to utilize HUBs, M/WBEs and DBEs. The CONSULTANT shall notify the COUNTY of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. The CONSULTANT may be requested to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turn around time will be within 24 – 48 hours. If the CONSULTANT has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-9700.

14.15.2.9 The COUNTY understands and believes that other notifications automatically generated by the VTS include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.15.2.10 The COUNTY encourages the fostering of mentor/protégé relationships through the Community Mentor Protégé Initiative, and Travis County Purchasing Office HUB staff will cooperate with and assist the CONSULTANT in initiating and/or developing such efforts.

- 14.16 FUNDING OUT. The COUNTY shall make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement shall terminate without penalty to the COUNTY.
- 14.17 FUNDING. Funds for payment on this Agreement have been provided through the COUNTY budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of the COUNTY to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, the COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Fiscal Year for the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.
- 14.18 NON-WAIVER OF DEFAULT. No payment, act or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. and Rem. Code, 154.023. 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 must remain confidential as described in Tex. Civ. Prac. And Rem Code 154.073, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies from the association only if no

member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.21 CONSULTANT CERTIFICATIONS:

14.21.1 CONSULTANT certifies that CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the architectural and/or engineering work described in this Agreement.

14.21.2 CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. CONSULTANT shall indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and 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.

14.22 CIVIL RIGHTS/ADA COMPLIANCE. The 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 the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

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

14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY shall provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it shall include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT shall take action specified in the monitoring report prior to the deadlines specified.

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

herein.

- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 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 shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney's General Office.
- 14.28 AMENDMENT
- 14.28.1 This Agreement may not be altered, amended or modified except by instrument in writing signed by both parties. It is acknowledged by CONSULTANT that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.
- 14.28.2 CONSULTANT shall submit all requests for changes to this Agreement, or any attachment(s) hereto, to the Travis County Purchasing Agent. The Purchasing Agent shall present CONSULTANT'S requests to the Travis County Commissioners Court for consideration.
- 14.29 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

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

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

THE CONSULTANT:

By: _____

Printed Name: _____

Title: _____

Authorized Representative

Date: _____

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

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

By: _____

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

APPROVED AS TO FORM:

By: _____

Tenley A. Aldredge
Assistant County Attorney

EXHIBIT 1

COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS (ACTUAL COST OF SERVICES METHOD)

SECTION 1 – COMPENSATION FOR BASIC SERVICES

- 1.1 The fixed fee for the performance of the Basis Services shall be the sum of *(to be negotiated)*.
- 1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below shall be:
- (i) Design Phase: includes: Pre-Design Phase, Program Validation Phase, Schematic Design Phase, Design Development Phase, Construction Manager at Risk Procurement and Construction Contract Documents Phase. \$ _____
 - (ii) Construction Phase: includes Construction Contract Administration Phase and Documents and Drawings \$ _____
- TOTAL: \$ _____

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the 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.
- 2.2 In the event of any dispute over the classification of the CONSULTANT's services as either “Basic” or “Additional” services, the decision of the PMC shall be final and binding on the CONSULTANT.

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, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement; provided, however, that the performance of any Additional Services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the P.M.C.
- 3.3 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a separate written agreement; provided, however, that the performance of any Additional services shall be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the P.M.C.

- 3.4 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in [Exhibit 2](#).
- 3.5 The CONSULTANT shall be compensated for the Additional Services; provided, however, that the CONSULTANT shall not be compensated for work made necessary by the CONSULTANT's errors or omissions.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT shall be reimbursed for non-labor and subcontract expenses incurred in the performance of the Basic Services under this Agreement at invoice cost plus a ten percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: _____

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$XXXXXXX, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$XXXXXXX, shall not exceed \$XXXXXXX.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments shall 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 P.M.C.

EXHIBIT 2
HOURLY RATES

BASIC SERVICES

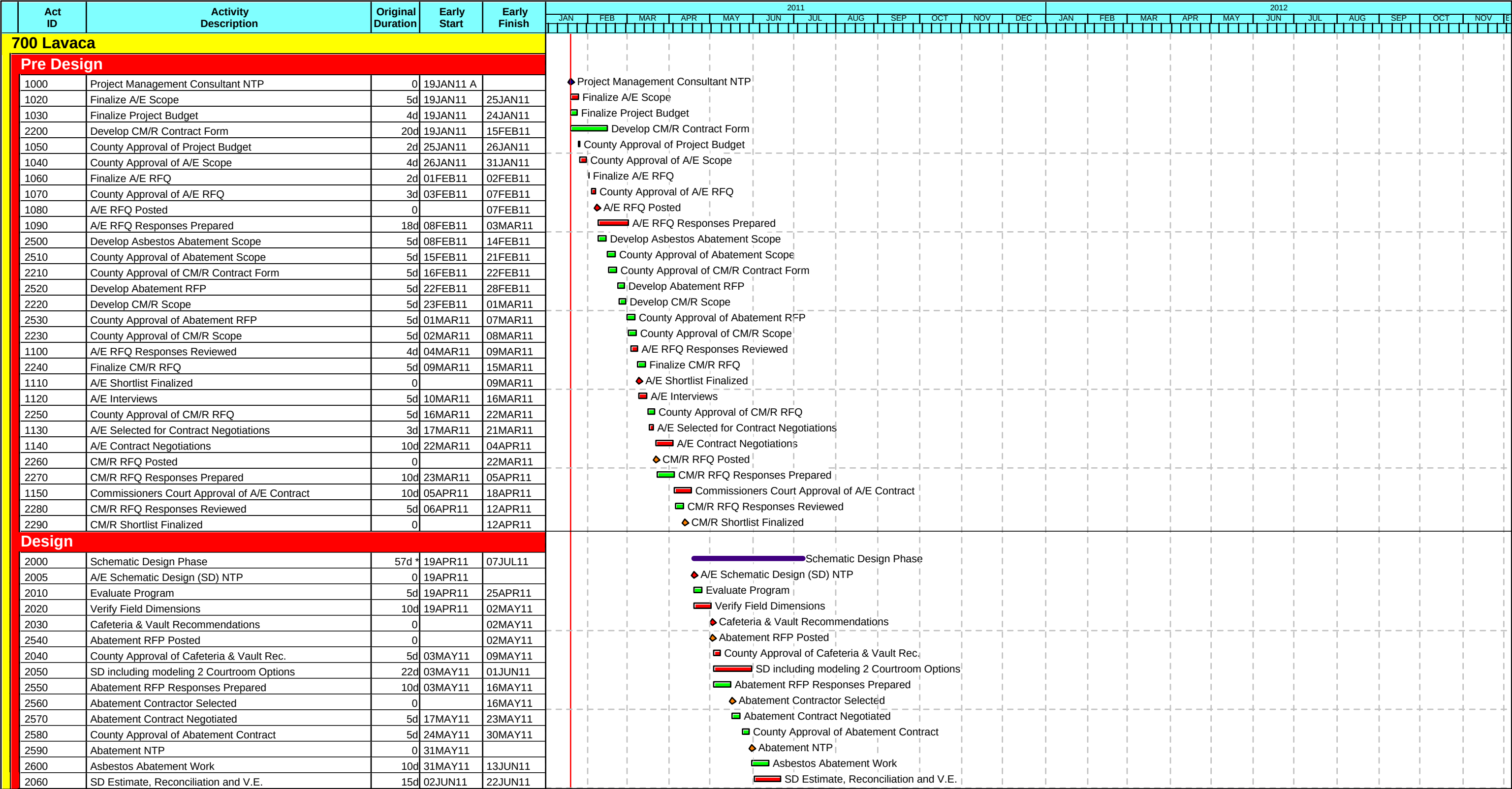
Schedule of Rates (Hourly):

(Do not complete - To be negotiated at a later date)

ADDITIONAL SERVICES

Schedule of Rates (Hourly):

(Do not complete - To be negotiated at a later date)



Start date	01JAN11	■ Early bar
Finish date	17AUG12	■ Progress bar
Data date	19JAN11	■ Critical bar
Run date	04FEB11	■ Summary bar
Page number	1A	▲ Progress point
		▲ Critical point
		■ Summary point
		◆ Start milestone point
		◆ Finish milestone point
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HS&A Project Management
700 Lavaca



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

ATTACHMENT 1 TO EXHIBIT 3

DESIGN PHASE SCHEDULE

INSERT "BY PHASES" PROJECT DESIGN SCHEDULE HERE

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

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

EXHIBIT 5**INSURANCE REQUIREMENTS**

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

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

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any 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 the COUNTY shall not relieve or decrease the liability of the CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. The CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of CONSULTANT: _____
County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on ____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
February 1, 2011

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite*	
Executive Assistant	Felicita Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim 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	Tamara Armstrong	

Attorney, Transactions Division	Daniel Bradford
Attorney, Transactions Division	Mary Etta Gerhardt
Attorney, Transactions Division	Barbara Wilson
Attorney, Transactions Division	Jim Connolly
Attorney, Transactions Division	Tenley Aldredge
Director, Health Services Division	Beth Devery
Attorney, Health Services Division	Prema Gregerson*
Purchasing Agent	Cyd Grimes, C.P.M.
Assistant Purchasing Agent	Marvin Brice, CPPB
Assistant Purchasing Agent	Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV	Diana Gonzalez
Purchasing Agent Assistant IV	Lee Perry
Purchasing Agent Assistant IV	Jason Walker
Purchasing Agent Assistant IV	Richard Villareal
Purchasing Agent Assistant IV	Oralia Jones, CPPB
Purchasing Agent Assistant IV	Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV	Scott Wilson, CPPB
Purchasing Agent Assistant IV	Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV	John E. Pena, CTPM*
Purchasing Agent Assistant III	Vacant
Purchasing Agent Assistant III	David Walch
Purchasing Agent Assistant III	Michael Long, CPPB
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.*
Purchasing Agent Assistant III	Rosalinda Garcia
Purchasing Agent Assistant III	Loren Breland, CPPB
Purchasing Agent Assistant II	C.W. Bruner, CTP*
Purchasing Agent Assistant III	Nancy Barchus, CPPB
HUB Coordinator	Sylvia Lopez
HUB Specialist	Betty Chapa
HUB Specialist	Jerome Guerrero
Purchasing Business Analyst	Scott Worthington
Purchasing Business Analyst	Jennifer Francis*

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Executive Assistant	Kelly Darby	01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill	04/30/11
Executive Assistant	Chris Fanuel	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court	Christian Smith	05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

APPENDIX A

SCOPE OF SERVICES

(PART II OF THE RFQ AND ANY AMENDMENTS THERETO WILL BE INSERTED IN THIS SECTION AT CONTRACT AWARD).

APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

(TO BE ADDED AT CONTRACT AWARD)