



TRAVIS COUNTY PURCHASING OFFICE

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

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

July 26, 2011

You are invited to submit your Qualifications Statements in accordance with the instructions in this Request for Qualifications (RFQ) #Q110243-LP, Professional Architectural/Engineering Services for **Small Projects**. An original Qualifications Statement and three copies must be submitted to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas no later than **2:00 p.m., on August 25, 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.

An optional pre-proposal conference will be held for this project on August 10, 2011 at 10:00 a.m., 700 Lavaca, 2nd floor Conference room, Austin, Texas 78701.

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
700 LAVACA, SUITE 800
AUSTIN, TEXAS 78701**

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

**REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR SMALL PROJECTS
RFQ # Q110243-LP
DO NOT OPEN IN MAILROOM**

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

Sincerely,

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

CVG:JLP

**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR SMALL PROJECTS**

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**REQUEST FOR QUALIFICATIONS (RFQ)
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR SMALL PROJECTS**

PART I - GENERAL INFORMATION

1.0 REQUEST FOR QUALIFICATIONS STATEMENT

The Travis County Purchasing Office, in conjunction with the Travis County Transportation and Natural Resources Department (collectively, the “County”) seeks Qualifications Statements from professional architectural/engineering firms (“Respondent” or “Consultant”) to provide professional engineering services as described in this RFQ.

2.0 THE PROJECT

The County desires to establish a pre-qualified list of firms that, on the basis of demonstrated competence and qualifications, are the most highly qualified firms capable of providing the professional services outlined in this RFQ for various small projects (collectively, the “Project”) including:

1. conditions assessment;
2. the development of plans, specifications, and estimates;
3. landscape architecture;
4. engineering studies and reports;
5. park planning;
6. obtaining regulatory permits;
7. utility coordination; and
8. construction contract management and administration for projects to construct, improve, and/or repair sidewalks, trails, roadways, bridges/culverts, intersections, utility infrastructure, and park amenities..

Upon identification of the need for architectural or engineering services, the Purchasing Office will select the firm that, on the basis of demonstrated competence and qualifications, to perform the services. Assuming the selected firm is available to provide the requested geotechnical and/or construction testing services for a fair and reasonable price and to meet the County’s scheduling and functional requirements, a purchase order will be issued to that firm. However, if the selected firm is unable to meet the requirements of the County for any individual project, then a different firm will be selected according to the same criteria and procedures set forth herein.

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 must include the completed Professional Services Questionnaire (Attachment 1) and any other information supplemental to the questionnaire, which will aid in the evaluation. The questionnaire must be filled out completely. No modifications may be made to the wording of the questions. Statements submitted with questionnaires that are incomplete, inaccurate, or which have been altered are subject to rejection.
- 4.2 Respondents may submit Qualifications Statements as individual firms or as joint ventures if the joint venture firms are engaged in the actual performance of professional architectural/engineering services (requiring a registered professional on staff) where these activities are defined as basic services in the Draft Professional Services Agreement (Attachment 7).
- 4.3 The Qualifications Statement must include an organizational chart showing the organizational structure of the Project, a single point of contact with the County, and a general explanation describing project leadership and reporting responsibilities.
- 4.4 The Statement must 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.
- 4.5 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.
- 4.6 Once the County establishes a pre-qualified list pursuant to this RFQ, no other firms will be added to the list. The pre-qualified list will be used until September 30, 2015. Please note that the establishment of a pre-qualified list is for the sole purpose of assisting the County in the efficient procurement of services and expedited completion of projects. Notwithstanding any provision to the contrary, no firm on the pre-qualified list has a right to a contract award and therefore no firm should have an expectation of any contract award.

5.0 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

It is the policy of the County that HUBs will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American) of the Contract Sum.** The program strongly encourages Respondent(s) to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), must be completed and returned with the Qualifications Statement. To be considered as a Certified

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

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

6.0 STATEMENT EVALUATION

- 6.1 The Travis County Purchasing Agent, the Travis County Transportation and Natural Resources Department County Executive, and respective members of their staffs will review all responsive Qualifications Statements received from eligible Respondents with respect to the evaluation factors outlined in the Professional Services Evaluation Items form (Attachment 6).
- 6.2 Responding firms may be required to make an oral presentation to the Travis County Commissioners Court (the "Commissioners Court"), the Purchasing Agent, the Transportation and Natural Resources Department County Executive, and/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, including any oral presentation which may be required by the County, will be borne solely by the Respondent.
- 7.2 The Respondent must 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 the 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 The Respondent must provide a Statement indicating compliance by all prime firms with the Travis County Ethics Policy.
- 7.4 DEFINITIONS:

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

7.4.2 Transportation and Natural Resources Department, ("TNR") means the County

department that reports to the County Executive of the Transportation and Natural Resources Department and acts as staff to the Commissioners Court. The County Executive of TNR, or designated representative, will administer the Professional Services Agreement for this project. A Project Manager will be assigned for each project from the TNR Public Works Division. All communications and direction must be through the Project Manager.

7.4.3 The Travis County Purchasing Office ("TCPO") means the County Office responsible for advising the Commissioners Court on all procurements by the County. The Purchasing Agent reports to the Purchasing Board.

7.4.4 "Is doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- (c) But does not include:
 - (1) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
 - (2) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the Respondent in the ordinary course of its business; or
 - (3) a transaction for a financial service or insurance coverage made on behalf of the Respondent if the Respondent is a national or multinational corporation by an agent, employee, or other representative of the Respondent who does not know and is not in a position that he or she should have known about the Contract.

7.4.5 "Key Contracting Person" means any person or business listed in listed in Exhibit A to Attachment 4, which is attached and incorporated into this RFQ.

7.5 FORFEITURE OF AGREEMENT:

Respondent must review the Key Contracting Persons list (Exhibit A to Attachment 4 and determine whether Respondent is doing or has done business with a Key Contracting Person.

Respondent will forfeit all benefits of the contract and County will retain all performance by Respondent and recover all consideration or the value of all consideration paid to Respondent pursuant to this contract if:

- (i) Respondent was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on which it is executed; or
 - (ii) Respondent does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.
- 7.6 Pursuant to Local Government Code Section 262.024(a)(4), the services contemplated by this Request for Qualifications are exempt from the bidding requirements of the County Purchasing Act as they are professional services.
- 7.7 In considering the Qualifications Statements, the County reserves the right to select the Respondent who offers contractual terms and conditions most favorable to the County.
- 7.8 The County expressly reserves the right to reject any or all Qualifications Statements or part(s) of any Qualifications Statement received in response to this RFQ and/or to contract with other entities for provision of the services related to this RFQ, regardless of whether said entity submitted a Qualifications Statement in response to this RFQ. Requirements stated in the RFQ may become part of the Agreement and any deviations from these requirements must be specifically defined by the Respondent in the resulting Qualifications Statement, which, if accepted, may also become part of the Agreement. The County, however, reserves the right to modify the conditions of this 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 is not assignable by the Respondent without the express written permission of the Commissioners Court.
- 7.9 Respondent must comply with all applicable rules and regulations of federal, state, and local governing entities.
- 7.10 Respondent(s) must provide a notarized Statement Information Affidavit (Attachment 5) that all information provided in the Qualifications Statement and in any discussions with the Commissioners Court and/or staff is true and accurate to the knowledge of Respondent(s).
- 7.11 Disbursement to Persons with Outstanding Debt.
 - 7.11.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Respondent to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the Respondent, or an agent or assignee of Respondent until:
 - (a) the County Treasurer notifies Respondent in writing that the debt is outstanding; and
 - (b) the debt is paid.

7.11.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

7.11.3 COUNTY may apply any funds COUNTY owes Respondent to the outstanding balance of debt for which notice is made under section 7.11.1 above, if the notice includes a statement that the amount owed by the COUNTY to Respondent may be applied to reduce the outstanding debt.

7.12 Conflict of Interest Questionnaire

If required under Chapter 176 of the Texas Local Government Code, the Respondent must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, the Respondent must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. The Respondent must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Respondent should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. The Respondent is solely responsible for the preparation of its Conflict of Interest Questionnaire and the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.

7.13 Certification of Eligibility

This provision applies if the anticipated contract exceeds \$100,000. By submitting a statement in response to this solicitation, the Respondent certifies that at the time of submission, it is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of Statement submission and time of award, the Respondent must notify the Travis Purchasing Agent. Failure to do so may result in terminating the contract for default.

7.14 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 EFFORTS

ATTACHMENT 4 ETHICS AFFIDAVIT
EXHIBIT A KEY CONTRACTING PERSONS LIST

ATTACHMENT 5 STATEMENT INFORMATION AFFIDAVIT

**PART II. SCOPE OF SERVICES
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
FOR SMALL PROJECTS**

The selected team will be expected to provide specific work products and/or support services, needed to complete a variety of small roadway, drainage, sidewalk, hike & bike trail, and park improvement projects. Each individual project will require a separate agreement for which a scope of services, fee, and timeframe for that project will be negotiated. Each project will require a separate "Notice to Proceed". The County will determine which professional architectural or engineering firm on the pre-qualified list is, on the basis of demonstrated competence and qualifications, the most highly qualified to perform the professional services needed, taking into consideration the individual project scope, departmental scheduling, and functional requirements, and any other relevant project conditions and criteria. The selected Consultant must provide all professional services necessary for completing the individual projects, which will be assigned by the County on an as-needed basis. The selected Consultant must not commence any services for a project until it receives a written Notice-to-Proceed from the County. After the completion of a project the County may or may not exercise the option to supplement the agreement to complete additional projects.

Not all of the professional services described herein may be required on all projects. An individual, separate Scope of Services will be issued for each project that will define and modify this document to suit individual project requirements.

Work Products may include any of the following:

- (1) Conceptual-level project design and cost estimating;
- (2) Master Planning;
- (3) Landscape Design;
- (4) Environmental investigations and permitting;
- (5) Engineering Work Products (described in detail below);
- (6) Architectural Work Products (described in detail below);
- (7) Utility relocation coordination (described in Exhibit A below); and,
- (8) Construction Administration (described in Exhibit B below)

If needed, land surveys, geotechnical investigations, and right-of-way and easement acquisitions will be performed by others.

Engineering Work Products

The selected team will be expected to provide five specific work products and/or support services, each with a separate fee and with each requiring a separate "Notice to Proceed" under the same contract. After the first work product and each additional work product thereafter, if authorized, the County may or may not exercise the option to supplement the contract to produce additional work products. The CONSULTANT must not proceed to the next work product or phase until it receives a written "Notice to Proceed" from Travis County for that work product or phase.

The required work products include Work Product 1, 30% complete design documents; Work Product 2, 60% complete design documents; Work Product 3, 90% complete design documents; Work Product 4, the 100% bid-ready set of construction documents; and Work Product 5, bid phase services. The CONSULTANT must submit each Work Product for review

and must not proceed to the next Work Product or phase until it receives a written notice-to-proceed for that next Work Product or phase . The initial “Notice to Proceed” will be issued by Purchasing Office, and subsequent Notices to Proceed will be issued, if at all, by Transportation and Natural Resources (“TNR”). The review process consists of submitting six sets of the plans (24”x36”), specifications, and estimates of probable construction costs to TNR when the design is 30%, 60%, 90% and 100% completed. Each submittal must include a cover letter from the Consultant stating who from its design team performed a Quality Assurance/Quality Control Check. The Consultant must allow three weeks for TNR to review and provide written comments and/or approval for each submittal. After it receives TNR’s approval of a work product, the CONSULTANT must submit two final check sets for that work product and allow TNR an additional three weeks for TNR to review and provide comments and/or approval for the two final check sets.

1.1 Work Product 1

The Consultant must submit Work Product 1 when the design is 30% complete. The 30% submittal must be presented in two phases if alternative analyses are included in the scope of work. The first phase will be the results of the analyses and the CONSULTANT’s recommendations. The second phase will be the 30% complete design documents for the selected alternative. Public meetings may be required in the development of Work Product 1. The 30% design submittal must include preliminary engineering for the design elements required to fully address the project scope. The requirements for the 30% design submittals will be determined with TNR’s Project Manager on a case-by-case basis but must include at least the following:

- (a) Cover sheet indicating project name and number; site location; design speed; project limits with beginning and ending stations; names and signature blocks for the project owners/partners; symbology legend; and the proposed index of drawings to be included in the plan set.
- (b) Site layout drawing;
- (c) Typical sections showing proposed and existing conditions.
- (d) Plan and profile sheets showing existing conditions and how design speed, site distance, drainage, and environmental requirements will be met as well as the proposed type and location of any significant structures to be included;
- (e) Cross-sections for roadways showing existing ground conditions and depicting proposed conditions based upon preliminary alignments and typical sections;
- (f) Identification of limits of construction and properties that could be affected by the proposed construction;
- (g) Identification of existing easements and utilities that could be affected by the proposed construction;
- (h) Engineer’s estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget;
- (i) Preliminary list of required regulatory approvals and right-of-way takings; and
- (j) Updated project schedule with status tracking.

Total projected time for completion of Work Product 1 will be determined on an assignment-by-assignment basis.

1.2 Work Product 2

The 60% drawings must address *all* major design issues and set direction for completion of the construction documents. A public meeting may be required. The requirements for the 60% design

submittals will be determined with TNR's Project Manager on a case-by-case basis but must include at least the following:

- a) Completed site layout drawings;
- b) Drawings that represent all items of work in the scope of services for the project including coordinates for proposed alignment (no blank pages or missing pages). Revised typical sections and cross sections to reflect more complete design;
- c) Draft specifications;
- d) Proposed construction schedule and sequence of work;
- e) List of permits required and schedule for obtaining all permits/approvals/utility coordination required prior to bidding;
- f) Engineering calculations, studies, and reports used in design (drainage reports, geotechnical report, environmental studies and reports, slope stability analyses, preliminary quantities, structural designs, etc.);
- g) Drawings must demonstrate coordination between prime consultant and sub-consultants (no missing design components to be provided by sub-consultants);
- h) Engineer's estimate of costs along with an explanation of the method used and any assumptions that were made. Recommended changes for the parties to consider if a problem has been identified that could adversely affect the project schedule or budget; and
- i) Draft ROW strip maps, sketches, and field notes. Final ROW documents to be submitted within 30 days of receiving review comments from Travis County;.
- j) Updated project schedule with status tracking.
- k) Draft detour plan, if applicable.

Total projected time for completion of Work Product 2 will be determined on an assignment-by-assignment basis.

1.3 Work Product 3

The 90% complete drawings must be virtually "ready to bid" with minor revisions, no outstanding design issues, and all work coordinated and illustrated on the drawing. A public meeting may be required. The requirements for the 90% design submittals will be determined with TNR's Project Manager on a case-by-case basis but must include at least the following:

- a) Complete set of construction drawings with all details, cross-sections, profiles, quantities, and title sheet;
- b) Full set of detailed specifications and index in bid-ready format (Microsoft Word format);
- c) Detailed breakdown cost estimate and associated bid schedule in TNR format;
- d) Calculations for unit price quantities and final engineering design calculations;
- e) List of permits secured and any permits/approvals pending;
- f) Final utility company costs and documentation from each utility contacted; and
- g) Final construction schedule/sequence of work.

Total projected time for completion of Work Product 3 will be determined on an assignment-by-assignment basis.

1.4 Work Product 4

The 100% design complete services include providing final plans, specifications, estimates, quantities, bid schedule, permits, and verification of property acquisitions and/or right-of-entries for the construction contract, and a list of any outstanding issues to be resolved before or during the project bidding process.

Total projected time for completion of Work Product 4 will be determined on an assignment-by-assignment basis.

1.5 Work Product 5

Bid Phase services include assisting with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendations for award.

Total projected time for completion of Work Product 5 will be determined on an assignment-by-assignment basis.

Architectural Work Products

The required work products may include master planning, pre-design, programming, schematic design, design development, construction documents, bidding phase services, and construction administration. TNR may require the Consultant to submit to the County work product for one phase for County review and approval before the Consultant proceeds with preparing work product for another phase. For each work product, the Consultant must submit two sets of the plans (24"x36" or 11" x 17"), specifications, and estimates of probable construction costs to TNR. Each submittal must include a cover letter from the Consultant stating who from its design team performed a Quality Assurance/Quality Control Check.

2.1 Pre-Design Phase

2.1.1 After the Travis County Purchasing Office issues a Notice-to-Proceed to a Consultant for a specific project, the County may require the Consultant to attend a Pre-Design Conference with the County. This meeting will be an orientation session that will introduce the Consultant to the County staff that will be involved with the project. The County will provide project documents to the Consultant prior to the conference, and the Consultant must review the project documents prior to the conference and submit to the County an agenda for the conference that addresses coordination and verification of the project information. The Consultant shall coordinate with the TNR Project Manager for the time and location of the conference.

2.2 Programming Phase

2.2.1 Based upon the information obtained from the Pre-Design Conference, the Consultant may be required to conduct meetings and on-site visits with the users, both collectively and individually, to thoroughly understand and complete the programming. The Consultant may be required to attend additional meetings with TNR Parks Division to discuss programming materials systems and other requirements.

2.2.2 Prior to formally commencing the Schematic Design Phase described below, the Consultant must obtain TNR approval of the program from the designated TNR Project Manager. The Consultant must not proceed to the Schematic Design Phase until after it has received a Notice-to-Proceed from TNR's Project Manager.

2.3 Schematic Design Phase

2.3.1 Deliverables submitted for this phase may be in any format and on any media chosen by the Consultant to effectively communicate the design to the County. A series of meetings will be conducted with all parties to ensure the Schematic Design meets the project requirements. The Consultant must again obtained sign-offs from the County.

2.3.2 The Consultant must provide complete Schematic Design drawings and specifications to the TNR Project Manager and the TNR Parks Division. The Consultant must allocate sufficient time for TNR review, comments, and adjustments prior to sign-offs.

2.3.3 The Consultant must submit a detailed cost estimate at this phase to verify the Schematic Design is within the budget approved by the Commissioners Court. The cost estimate must be prepared by a firm or individual normally engaged in this specialty, and must be formatted under the current CSI standard. The cost estimate must provide sufficient detail to allow the County and the Consultant to make informed decisions should an adjustment be required.

2.3.4 TNR will determine whether the Schematic Design deliverables are complete and acceptable. The Consultant must not proceed from Schematic Design Phase to Design Development Phase until after it has received a Notice-to-Proceed from the TNR County Executive.

2.4 Design Development Phase

2.4.1 At the completion of this Phase the Consultant must submit five sets of Design Development Documents as described below. The Design Development submittal must consist of drawings, calculations, and specifications that clearly describe the architectural character and materials to be used in the construction of the buildings; proposed equipment layouts; structural system in all its essential features; electrical, mechanical and plumbing systems; landscaping; and site work. The following list is a guide to the minimum requirements for a Design Development submittal.

- Site plan
- Foundation plans
- Floor plans
- Roof plan
- Reflected ceiling plans
- Exterior elevations
- Building sections
- Wall sections
- Details
- Window schedule
- Door schedule
- Room Finish schedule
- Structural plans
- Mechanical plans
- Electrical plans
- Plumbing plans
- MEP schedules
- Riser diagrams

2.4.2 Outline specifications must describe the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, as well as types of structural and mechanical systems. The Consultant must provide an electronic submission with the capability of recording future inventory numbers, manufacturers' names, addresses, and phone numbers, warranty representatives, and references to operations and maintenance ("O & M") manuals.

2.4.3 The Consultant must prepare engineering calculations for all disciplines, which must include realistic loads; be clearly presented; and be substantially complete in order for the Consultant to proceed with the Construction Documents Phase.

2.4.3 The Consultant must provide a detailed cost estimate for this Phase to verify that the design is within the budget approved by the Commissioners Court. The cost estimate must be prepared by a firm or individual normally engaged in this specialty, and must be formatted under the current CSI standard. The cost estimate must provide sufficient detail to permit the County and the Consultant to make informed decisions should an adjustment be required. Cost and design progress will be monitored by TNR, but will in no way relieve the Consultant from responsibility for producing the Design Development Documents within the Court-approved budget.

2.5 Construction Contract Documents Phase

2.5.1 After the consultant has received TNR's approval of the Design Development Documents and a Notice-to-Proceed from TNR to proceed from the Design Development Phase to the Construction Documents Phase, the Consultant must proceed with the preparation and submittal of the Construction Contract Documents. At the completion of this phase, the Consultant must submit five sets of deliverables as described below.

- Reproducible drawings prepared on a computer-aided design/drafting ("CADD") system compatible with Intergraph Microstation (PC-based) or AutoCad software, ready for bidding and construction purposes.
- The Project Manual with complete specifications.
- Structural, mechanical, and electrical calculations stamped and signed by the Engineers of Record.
- Any construction details required by utility companies.
- A confirmed or updated project schedule based upon the actual completion of Contract Documents and the anticipated bid period. The schedule must include the tasks required for County review and approval by the Commissioners Court.
- An updated detailed cost estimate, based on the final drawings and specifications, prepared under the same criteria used in the Schematic Design Phase. The estimate must include a final statement of the CACC in the County-approved format with a chart or summary itemizing cost changes between Design Development Phase and Contract Documents Phase estimates.

2.6 Bidding Phase

2.6.1 Bid Phase services

The Consultant must provide bidding support services, including assistance with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendation for award. Construction administration services over the period of the construction contract may be added at the sole discretion of the County (total projected time to be determined at the time of bidding).

Exhibit A
UTILITY RELOCATION SERVICES

- I. Research records of properties within project limits of construction
 - a) identify all utility companies that serve the properties
 - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
 - c) identify owners of utilities and contact information
- II. Obtain existing condition and proposed improvement information from utility companies
 - a) determine type, size, and approximate location of existing utilities
 - 1) interview appropriate utility company representatives
 - 2) obtain as-built drawings if available
 - b) determine future plans for utility work within the limits of construction
 - 1) interview appropriate utility company representatives
 - 2) if available, obtain preliminary utility engineering plans and schedule for future improvements
 - 3) If no engineering plans are available, obtain description of proposed improvements including design criteria that will be used including, but not limited to:
 - i) utility assignment
 - ii) depth requirements
 - iii) design requirements for separation from other utilities, structures, or activities
- III. Review project design information for existing and potential conflicts
 - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
 - b) profile sheets showing existing and proposed conditions
 - c) detail sheets for foundations showing size and depth requirements
 - d) cross sections showing existing ground and proposed improvements including excavations, embankments, drainage channels, etc
- IV. Coordinate the relocation, protection, upgrading, or abandonment of utilities
 - a) Identify with TNR Project Managers apparent conflicts between existing or proposed utilities and the project improvements shown in the design documents.
 - b) Provide copies of design documents to all utility service providers along with list of conflicts identified.
 - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
 - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to TNR
 - iii) meet with TNR and County Attorney's Office and/or the utility company representatives and other public entities as needed to assist with reconciling conflicts between utilities and the proposed improvements, and record and distribute minutes of such meetings
 - iv) prepare draft of elements to be included in any utility agreements or memoranda of understanding to be developed between TNR and utility service providers including responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes, and types, vertical and horizontal locations; and any special construction and/or protection requirements
 - v) provide documentation of correspondence and coordination effort to TNR upon completion of assignment

V. Additional Services

- a) field check locations of above ground utilities and visible components of below ground utilities and mark locations relative to existing topographic features on mapping to be provided by TNR.
- c) provide, or contract with companies that can provide underground utility locating services.
- d) hand excavate to verify location of utilities
- e) represent TNR at Austin Area Utility Coordinating Committee meetings
- f) attend pre-construction and construction meetings
- g) provide documentation and testimony as needed to help resolve claims related to utility work or property condemnation cases.

Exhibit B
CONSTRUCTION ADMINISTRATION SERVICES

I. Coordination and Pre-Construction Meeting Services

a) Technical Submittals and Samples

Prepare a list of all technical submittals required by the Contractor. This list must be distributed at the pre-construction meeting.

b) Permits

Prepare a list of all permits to be obtained by the Contractor. This list must be distributed at the pre-construction meeting.

c) Material Testing and Inspections

Prepare recommendations for the project construction and material testing protocols.

d) Pre-construction Submittals

Provide review comments on Contractors' pre-construction submittals. Pre-construction submittals include the Contractor's construction schedule, division of contract, subcontractor list, material supplier list, or any special submittals requested of the Contractor prior to the pre-construction meeting.

II. Administrative Tasks

a) Prepare draft agenda for pre-construction meeting.

b) Determine the project communication, reporting, submittal approval/rejection protocol, and documentation requirements.

c) Conduct weekly job site meetings. Determines the format for scheduling and conducting, and recording construction meeting minutes.

d) Review and become knowledgeable of any required County construction administration processes.

e) Record meeting minutes.

f) Maintain Project construction records consisting of all correspondence related to the construction of the project, including but not limited to:

- i) all approved technical submittals and a technical submittal checklist;
- ii) all approved field orders and change orders;
- iii) contract specifications and drawings;
- iv) daily log;
- v) job meeting minutes;
- vi) clarifications drawings;
- vii) daily progress reports; and
- viii) processed pay requests.

g) The daily log, as a minimum, must contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, sub-contractors manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information and other observations.

h) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs must be made available to the County upon request.

i) Maintain complete files of all Project-related documents at the Project site.

j) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement must also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement must also be delivered to the Contractor.

k) After the Project has been completed, submit the Project files, along with the original daily logs to the County.

III. Construction Phase Services

a) Submittals

Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for County approvals of "or equal" substitutions along with any recommended cost adjustments.

b) Contract Modifications

For modifications required by the County to resolve design errors or omissions, the Project Manager will coordinate with the Project Engineer to provide the following services:

- i) Provide recommendations to the County concerning potential changes and modifications to the project, which are encountered during construction.
- ii) Identify and investigate feasible alternatives, to the extent practical, and prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.
- iii) Evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.

c) Contractor Pay Requests

Upon receipt of a pay request from a Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation.

d) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Contractor beforehand.

e) Observation

Site visits are to be performed to the extent necessary to:

- i) Observe, document, and report to the County and the Contractor whether the project is being constructed in accordance with the contract documents.
- ii) Observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.
- iii) Observe, document, and report to the County the progress of the Contractor and resources committed to the project by the Contractor.

f) Materials Testing and Inspections

i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, develop a testing program for the Project. The testing program must designate what services are to be provided by the Project Engineer and the Contractor. Services must include, but not be limited to, soils compaction testing, concrete cylinder compression strength tests, gradation analysis, miscellaneous shop inspections, and other testing required by the construction contract documents, or as specifically requested by the County. A copy of the proposed testing program must be prepared for review by TNR prior to beginning work.

ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.

g) Claims

Assist the County with claim reviews and negotiations upon request and with the preparation of related correspondence and documentation.

h) Contract Enforcement

Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and the County. Communicate to the Contractor and the

County what may be necessary to effect corrective action. Document deficiencies and actions taken by Contractor to correct them. Assist the County with evaluating impacts of potential contract termination upon project costs and schedule.

i) Contract Termination

Assist the County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's Surety to complete the work, and preparing and holding a pre-construction meeting with the replacement Contractor.

j) Project Acceptance and Close-out

- i) Perform with the County and the Contractor substantial completion and final inspections and compile and distribute related punch requiring correction.
- ii) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies.
- iii) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to the County.
- iv) Upon Project completion, obtain the original drawings, incorporate all as-built conditions on the original drawings and provide copies to the County at project close-out.

IV. Post Construction Services

a) Meet with the County upon request during the warranty period to investigate problems with material, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.

b) Coordinate and attend with the County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment, and/or materials or caused by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with the County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

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 | PROFESSIONAL SERVICES EVALUATION
EXHIBIT A MINIMUM STAFF AND EXPERIENCE LEVELS |
| ATTACHMENT 7 | DRAFT PROFESSIONAL SERVICES AGREEMENT |

ATTACHMENT 1
PROFESSIONAL SERVICES QUESTIONNAIRE

QUESTIONNAIRE INFORMATION

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

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

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

NOTE: A Joint Venture is not created when a Respondent simply uses a sub-consultant.

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

SECTION I: TO BE COMPLETED BY RESPONDENT

PROJECT NAME	
NAME OF RESPONDENT	

ADDRESS OF RESPONDENT'S HEADQUARTERS

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

(Month/Year)

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

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

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

BUSINESS TELEPHONE NUMBER(S)			
OFFICE		FAX	

LIST OF PRINCIPALS (NAMES)	TITLES	DEGREES

1) 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)
Civil Engineers, P.E		
Structural Engineers, P.E.		
Geotechnical Engineers, P.E.		
Registered Public Land Surveyors		
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 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	Eng. Fee	Const. Cost	Client Contact Name and Phone No.

3) RESPONDENT'S OVERALL FIRM EXPERIENCE

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

[illegible]

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 EACHFIRM).

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

7) PREVIOUS WORKLOAD WITH TRAVIS COUNTY

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

NAME OF PROJECT	YEAR AWARDED	STAGE & PERCENT COMPLETE

8) EEO PROGRAM

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

NOTE: USE MOST RECENT PERSONNEL INFORMATION.

Full-Time Employees	Total No. of Employees *M *F	White *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'S RECENTLY PERFORMED WORK IN CONNECTION WITH OR FOR A PUBLIC AGENCY GRANT PROJECT OR AN AGENCY OF THE FEDERAL OR STATE GOVERNMENT FOR WHICH AN AUDIT HAS BEEN CONDUCTED?

YES _____ NO ____

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

DATE	AGENCY	PROJECT

10) **PROJECT MANAGEMENT CHART**

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

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

11) **LEGAL CONSIDERATIONS**

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

YES _____ NO ____

IF LIMITED, PROVIDE LIMITS: _____

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

12) OBJECTIONS TO PROFESSIONAL SERVICES AGREEMENT (PSA) LANGUAGE

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

SIGN AND COMPLETE THE FOLLOWING:

SIGNATURE: _____

TITLE: _____ DATE: _____

SUB-CONSULTANTS PROFESSIONAL SERVICES QUESTIONNAIRE**SECTION II : SUB-CONSULTANT**

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

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	Eng. Fee	Const. Cost	Client Contact Name and Phone No.

B. SUB-CONSULTANTS TEAM EXPERIENCE

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

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

ATTACHMENT 2
HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the 'County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to **Certified HUB Contractors/Vendors**. It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation for this project are as follows:

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

Overall WBE Goal: 15.8%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: _____

Certified as a HUB or an MBE/WBE/DBE source: ____ Yes ____ No HUB Status (Gender & Ethnicity): _____

If yes, by whom: ____ State of Texas ____ City of Austin ____ Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.cpa.state.tx.us/business.html **City:** www.ci.austin.tx.us/snbr **TUCP:**
www.dot.state.tx.us/business

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: ____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): ____

Certifying Agency (Check all applicable): ____ State of Texas ____ City of Austin ____ Texas Unified Certification Program

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

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

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): ____ State of Texas ____ City of Austin ____ Texas Unified Certification Program

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

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

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

ATTACHMENT 3

DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

INSTRUCTIONS: The following checklist must be completed by the Respondent and returned with the Statement of Qualifications (SOQ). This list contains the minimum efforts that should be put forth by the Respondent when attempting to achieve or exceed the goals of HUB Subcontractor participation. Respondents 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 Subcontractor participation?
- ☐ - Notify in writing three or more HUBs for each scope of work, allowing no less than five working days prior to SOQ 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 Respondents?
- ☐ - 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 SUBCONTRACTORS-

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail
Asian Construction Trade	926-5400	926-5410	acta@cs.com
Austin Black Contractors	927-8290	467-9808	www.abcatx.com/index.rs1.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	374-1595	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
June22, 2011

<u>CURRENT</u> <u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Name of Business</u> <u>Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velásquez	
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	Felicitas 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	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Rodney Rhoades	
County Executive, Emergency Services .	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Criminal Justice Planning	Roger Jefferies	
Chief Information Officer	Joe Harlow	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols*	
Attorney, Land Use Division.....	Christopher Gilmore	
Attorney, Land Use Division.....	Julie Joe	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	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	
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	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
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... ..	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 III	David Walch	
Purchasing Agent Assistant III... ..	Nancy Barchus, CPPB	
Purchasing Agent Assistant II	C.W. Bruner, CTP*	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Purchasing Business Analyst.....	Jennifer Francis	
TNR	Steve Sun	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, 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, on this day personally appeared _____, who after having been by me first duly sworn, upon oath, according to law, stated as follows:

“My name is _____, and I am a resident of _____ County, Texas. I am over twenty-one years of age, and I am of sound mind. I am authorized to make this affidavit, and the statements contained herein are within my personal knowledge and are true and correct.”

“The representations herein contained are made by me with the express understanding and intent that they will be relied upon by Travis County, Texas in considering the Qualifications Statements for the engineering design of the Project. I am the _____ of _____, the firm which has submitted the attached Qualifications 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 will 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 PROCESS

1. An evaluation committee comprised of County staff will review and score each firm based upon the Evaluation Factors listed below and using the information provided by each firm in Attachment 1, Professional Services Questionnaire for Surveying Services, and any additional information required below. The scores received will be used to identify those firms that the evaluation committee will recommend for inclusion on the prequalified list. At the discretion of the evaluation committee, those selected may be asked to make oral presentations or engage in phone interviews. After recommendations are submitted, the Purchasing Agent and the TNR County Executive Manager will confer and either confirm those selections or revise the list as necessary. The evaluation committee will present the final recommended list to the Commissioners Court for consideration and approval.

The Commissioners Court, in its discretion, may accept the recommendation of the evaluation committee or request that additional firms be added to or deleted from the prequalified list. Firms on the prequalified list will be selected for individual County projects on the basis of demonstrated competence and qualifications given each project's scope of services. **Once the County establishes a pre-qualified list pursuant to this RFQ, no other firms will be added to the list. The pre-qualified list will be used until September 30, 2015. Please note that the establishment of a pre-qualified list is for the sole purpose of assisting the County in the efficient procurement of services and expedited completion of projects. Notwithstanding any provision to the contrary, no firm on the pre-qualified list has a right to a contract award and therefore no firm should have an expectation of any contract award.**

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

3. In considering the submittals, County reserves the right to select the acceptable Respondent(s) who offer conditions most favorable to County. As a result of any past experience with or investigations into any proposed firms or team member, County reserves the right to suggest changes to the makeup of any proposed surveying team.

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

Items A, B, C, and D below will be evaluated, using the weighted evaluation factors and corresponding scale as listed below, for which points will be assigned, based on information submitted for all Primes or Joint Ventures, and Subconsultants.

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

EVALUATION FACTORS

A. ADEQUACY OF STAFF – 20 Points

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

B. PROJECT TEAM EXPERIENCE – 30 Points

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

C. VARIETY OF FIRM EXPERIENCE – 30 Points

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

D. PROJECT MANAGER – 20 Points

The Project Manager assigned by the Respondent must be a Professional Engineer or Architect, registered in the State of Texas, and has adequate experience in managing similar projects. Project manager must have a minimum number of years of applicable project management experience (see Exhibit A).

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

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

1. Adequacy of Staff

a)	No. of Architects, RAs	1
b)	No. of Civil PEs (General)	1
c)	No. of Mechanical PEs	1
d)	No. of Structural PEs	1
e)	No. of Electrical PEs	1
f)	No. of Landscape Architects	1
	Total Key Staff	6

2. Aggregate Project Team Experience

a)	No. of directly-related projects within past 10 yrs	5
b)	Construction dollar volume of directly-related projects / per project	\$1,000,000

3. Variety of Firm Experience

(Aggregate fee dollar volume/yr)	\$500,000
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4. Project Manager

a)	Years in Project Management Over directly related Projects	8
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ATTACHMENT 7

DRAFT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY

AND

INSERT NAME OF A/E

FOR
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

FOR

SMALL PROJECTS

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 _____ (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional architectural/engineering services for [Small Projects](#) (the "Project");

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; and

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/engineering services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder must be submitted to the County Executive of the Travis County Transportation and Natural Resources Department (the "COUNTY EXECUTIVE "). Disputes pertaining to non-technical matters will be handled in accordance with Paragraph 11.9 of this Agreement. The COUNTY EXECUTIVE MANAGER has complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") will be final and binding.
- 1.2 The COUNTY will 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 must 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 must be returned to the COUNTY upon completion of the Project, if the COUNTY EXECUTIVE 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 COUNTY EXECUTIVE observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the COUNTY EXECUTIVE will give prompt written notice thereof to the CONSULTANT. The CONSULTANT must correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT is responsible for the complete design and documentation of the work described herein, and must prepare the Work Product, as defined herein, in a manner that will be acceptable to the COUNTY EXECUTIVE. The CONSULTANT must also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and must consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT must perform the "Basic Services," which mean:
 - 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the COUNTY EXECUTIVE 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 prepared for the Project, set forth in 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 that RFQ, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT must submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT must 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 must be the latest edition in effect 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:
 - a. International Building Code
 - b. National Fire Code
 - c. National Plumbing Code
 - d. National Mechanical Code

- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

- 2.4 As part of the Basic Services, the CONSULTANT must report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

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 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one 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 if

directed by COUNTY 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 lowest responsible bid, the COUNTY may:
- 3.6.1 give written approval of an increase in the Project budget or fixed limit,
 - 3.6.2 authorize rebidding of the Project within a reasonable time,
 - 3.6.3 if the Project is abandoned, terminate this Agreement, or
 - 3.6.4 revise the scope of the Project to reduce the Construction Cost.
- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, must 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 must estimate the total project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget must not include (1) hazardous material testing and removal, if any is required; or (2) any costs for furniture, fixtures, and equipment. As part of the services, the CONSULTANT must 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 will receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation will 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 will 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 EXECUTIVE MANAGER will be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT must 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 must include an update to the Project.
- 5.2 This Agreement will become effective on the Effective Date, as defined herein, and will remain in full force and effect for the period required for the complete design of, construction contract

award for, and construction of the Project, including warranty periods and any extensions of time as provided 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 will 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 must notify the other party, and a special meeting will be called by the COUNTY EXECUTIVE 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 COUNTY EXECUTIVE.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The COUNTY EXECUTIVE will act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The COUNTY EXECUTIVE has complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The COUNTY EXECUTIVE may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT must not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the COUNTY EXECUTIVE. The CONSULTANT must 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 COUNTY EXECUTIVE (the "Notice to Proceed"). The CONSULTANT must not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the COUNTY EXECUTIVE.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT must submit to the COUNTY EXECUTIVE the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT must make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that must not exceed 30 days, the CONSULTANT must 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.
- 6.5 The CONSULTANT must 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 must familiarize itself 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.

- 6.6 The CONSULTANT has 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.
- 6.7 The CONSULTANT must 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 COUNTY EXECUTIVE.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product must be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission will be checked for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY will notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY will notify the CONSULTANT, who must perform such professional services as are required to complete the Work Product for that phase and must resubmit it to the COUNTY.
- 7.4 The COUNTY's "Technical Review Process" means the 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 will be returned to the CONSULTANT, who must 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 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the COUNTY EXECUTIVE's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT must 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 COUNTY EXECUTIVE. "Approval" means 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 COUNTY

EXECUTIVE will be final and binding on the CONSULTANT.

SECTION 8 REVISIONS TO WORK PRODUCT

- 8.1 After Approval by the County of the Work Product for each Project phase, the CONSULTANT must, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, the CONSULTANT must 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, will entitle the CONSULTANT to additional compensation for such extra services and expenses and will 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" means expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and must include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
 - 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
 - 9.1.3 The Sub-consultant Management Fee is a to be determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT, for the management of any sub consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time may 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 will be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses must 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" is the date on which CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT must follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must 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, must 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 will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience"). Termination for Convenience will not be made when termination is authorized under any other provisions of this Agreement and Termination for Convenience will 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 must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must 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 must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.

10.2.3 Upon the above conditions being met, the COUNTY will 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 constitutes 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 will 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 will 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 must 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 must 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 will 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 constitutes 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 must, 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 must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of

Termination for Default, the CONSULTANT must 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 must 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 will 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 constitutes 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 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

11.1 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 must inform the COUNTY of such event within five working days.

11.2 The CONSULTANT is 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 does 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 constitutes 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 must 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 must perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement is to 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, must upon the COUNTY's request be immediately removed from association with the Project.

- 11.6 The CONSULTANT must place his Texas Professional CONSULTANT's seal of endorsement on all documents and engineering data furnished to the COUNTY, as required by law.
- 11.7 The CONSULTANT is an independent contractor under this Agreement. Neither the CONSULTANT nor any officer, agent, servant, or employee of the CONSULTANT will be classified as an employee or servant of COUNTY.
- 11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF 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 must give written notice to County of the following information:
- (a) the existence of the claim, or other action, within ten (10) working days after being notified of it;
 - (b) 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;
 - (c) the alleged basis of the claim, action or proceeding;
 - (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - (e) the name or names of any person against whom this claim is being made.
- 11.8.2 Except as otherwise directed, the CONSULTANT must 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: The Purchasing Agent acts as the County representative in the issuance and administration of this contract. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the CONSULTANT must submit a written notice to the Purchasing Agent, or

other authorized County person, within ten calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT must 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 has 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, 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, will upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project must 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 will 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 is not liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT is not 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 and its duly authorized representatives will 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 will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

- 14.2 SEVERABILITY. If 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 will 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 bona fide 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 bona fide 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 must be in writing and must 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, is:

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):

Steven M. Manilla, P.E. (or successor)
Travis County Transportation and Natural Resources, County Executive
P.O. Box 1748
Austin, Texas 78767

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

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 will forfeit all benefits of this Agreement and the COUNTY will 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; 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.

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

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

- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
- (c) but does not include:
 - (1) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
 - (2) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the CONSULTANT in the ordinary course of its business; or
 - (3) a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about the Contract.

14.8.2 “Key Contracting Person” means any person or business listed in 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 must 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 must reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors, and vendors must 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 will be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

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

- (a) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) Identification of items or services as outlined in the Agreement,

- (d) Quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) Any additional payment information which may be called for by this Agreement.

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

14.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONSULTANT, or an agent or assignee of the CONSULTANT until:
 - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
 - (2) the debt is paid.
- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 14.10.2(a) above, if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is 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 must 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 is binding upon and inures 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 7 and made a part hereof. The CONSULTANT will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Contract Sum. For purposes of this Agreement, all references to "HUB" means "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 (the "Subcontractor Tracking Software System" or the "System") 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 must designate, and must require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, the CONSULTANT must record and submit electronically payments made to all Subcontractors/subconsultants for Work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. The CONSULTANT must 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 must attempt to resolve any payment discrepancies or disputes in good faith. The CONSULTANT will 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 must 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 must register, and must 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 Subcontractor Tracking Software System 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 must notify the COUNTY of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice must 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) 854-4561 or (512) 854-4852.

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

14.15.2.10The 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 will 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 will 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. The Commissioners Court expects 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 will not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor will 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 a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 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 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.21.2 The 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 will not be liable for any infringement of those rights and any rights granted to the COUNTY will apply for the duration of this Agreement. The CONSULTANT must 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 must 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 must 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 will 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 will 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 will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must 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 the County or any of its officials, employees, agents or representatives in connection with this Agreement is 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 Texas Attorney's General Office.
- 14.28 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 Texas Local Government Code, CONSULTANT must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, CONSULTANT must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. CONSULTANT should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and CONSULTANT, CONSULTANT is solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable

requirements of Chapter 176, Local Government Code

14.29 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$100,000. CONSULTANT certifies that at the time of submission of its Qualifications Statement, CONSULTANT was not on the federal government's list of suspended, ineligible or debarred contractors and that CONSULTANT has not been placed on this list between the time of its Statement submission and the time of execution of this Agreement. If CONSULTANT is placed on this list during the term of this Agreement, CONSULTANT must notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

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

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals who are registered under Chapter 1051 of the Occupations Code to engage in the practice of architecture.

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: _____

Assistant County Attorney

EXHIBIT 1

COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services is 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 is:

(i) Design Phase: includes:

Work Product 1- 30% Design \$ _____

Work Product 2 – 60% Design \$ _____

Work Product 3 – 90% Design \$ _____

Work Product 4 – 100% Design \$ _____

Work Product 5 – Construction Phase
(Including Bidding 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 COUNTY EXECUTIVE will 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 The County will pay the CONSULTANT for the performance of Additional Services only if:

3.2.1 TNR recommended the Additional Services to the Travis County Purchasing Agent, and the Travis County Purchasing Agent issues a written authorization to the CONSULTANT to perform the Additional Services before any of those services are performed;

3.2.2 there is a written amendment to this Agreement regarding the Additional Services;

3.2.3 the work to be performed was not made necessary by the CONSULTANT's errors or omissions; and

3.2.4 the work is performed to the satisfaction of the County Executive.

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

SECTION 4 – REIMBURSABLE EXPENSES

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

Non-Labor reimbursable expenses: $\$XXXXXX \times 1.XX = \$XXXXXX$

Sub-Contract Management Fee: $\$XXXXXX \times XX\% = \$XXXXXX$

REIMBURSABLES TOTAL NOT TO EXCEED: $\$XXXXXX$

SECTION 5 –TOTAL AGREEMENT SUM

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

SECTION 6 –SCHEDULE OF PAYMENTS

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

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)

EXHIBIT 3
PROJECT SCHEDULE

- A. The CONSULTANT must provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the COUNTY EXECUTIVE and the CONSULTANT must update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The CONSULTANT must provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame 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 must present the COUNTY EXECUTIVE 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 will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT must complete all design work described herein, and must submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within the timeframe specified by the County in the first written Notice to Proceed received from the County for the Project.

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

ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

INSERT PERFORMANCE SCHEDULE HERE

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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 shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of 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 shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of 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 shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. The CONSULTANT shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event 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 interests 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 MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT must 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 must 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 must 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 does 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 must furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company is subject to the approval of the COUNTY. The CONSULTANT must not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY MUST NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN 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 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS

June22, 2011

<u>CURRENT</u> <u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Name of Business</u> <u>Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe....	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velásquez	
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	Felicitas 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	Jacob Cottingham	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Rodney Rhoades	
County Executive, Emergency Services .	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Criminal Justice Planning	Roger Jefferies	
Chief Information Officer	Joe Harlow	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols*	
Attorney, Land Use Division.....	Christopher Gilmore	
Attorney, Land Use Division.....	Julie Joe	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	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	
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	

CURRENT - continued

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
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... ..	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 III	David Walch	
Purchasing Agent Assistant III... ..	Nancy Barchus, CPPB	
Purchasing Agent Assistant II	C.W. Bruner, CTP*	
HUB Coordinator.....	Sylvia Lopez	
HUB Specialist	Betty Chapa	
HUB Specialist	Jerome Guerrero	
Purchasing Business Analyst.....	Scott Worthington	
Purchasing Business Analyst.....	Jennifer Francis	
TNR	Steve Sun	

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, 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

CONSULTANT'S QUALIFICATIONS STATEMENT

(TO BE ADDED AT CONTRACT AWARD)