

TRAVIS COUNTY PURCHASING OFFICE



PROFESSIONAL SERVICES AGREEMENT (PSA)

BETWEEN

TRAVIS COUNTY

AND

ROBERT JACKSON & MICHAEL MCELHANEY ARCHITECTS, INC.

FOR

PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

FOR

BCP VISITOR CENTER BUILDING REMODEL AND LANDSCAPE DESIGN

**AGREEMENT NO. 4400006400
(FACILITIES MANAGEMENT)**

**PROFESSIONAL SERVICES AGREEMENT (“PSA”) STATE OF TEXAS §
COUNTY OF TRAVIS §**

This Agreement (this “Agreement”) is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (“County”) and ROBERT JACKSON & MICHAEL MCELHANEY ARCHITECTS, INC. (“Consultant”) (each a “Party” and, collectively, the “Parties”).

County desires to obtain professional architectural services for the design of BCP VISITOR CENTER BUILDING REMODEL AND LANDSCAPE DESIGN (the “Project”);

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

**SECTION 1
EMPLOYMENT OF THE CONSULTANT**

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

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

SECTION 2

BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable

to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;

2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");

2.2.3 all Project technical and management expertise stated in the Qualifications Statement submitted by Consultant in response to the RFQ attached to this Agreement as **Appendix C** and made a part of this Agreement for all purposes;

2.2.4 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall comply with all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code with City of Austin amendments
- b. International Fire Code with City of Austin amendments
- c. Uniform Plumbing Code with City of Austin amendments
- d. Uniform Mechanical Code with City of Austin amendments
- e. International Energy Code with City of Austin amendments
- f. National Electrical Code with City of Austin amendments
- g. Texas Accessibility Standards

2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Any hazardous materials assessment and abatement work will be provided by County under separate agreement.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost"). The "Fixed Construction Budget" is a not to be exceeded amount allocated by the County for Project construction
- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the Fixed Construction Budget.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within six (6) months after Consultant submits the Work Product for that phase to County, Consultant shall adjust the Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Construction Cost will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Fixed Construction Budget is exceeded by the lowest responsible bid, County may
 - (1) approve, in writing, an increase in the Fixed Construction Budget;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 RESERVED

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

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

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement. Time is of the essence in the completion of this Agreement.
- 5.3 FORCE MAJEURE. The parties acknowledge that this Agreement is being executed and will at least partially be performed during a Declared Disaster resulting from the COVID-19 pandemic and expressly acknowledge that they have taken the effects of this Declared Disaster into account in determining timelines and performance requirements stated in it and that this Declared Disaster may not be used to excuse performance under this Contract. Neither party is financially liable to the other for any delays or failures in contract performance caused by federal or state laws or the rules, regulations, or orders of any public body or official purporting to exercise authority or control respecting the operations covered by this Contract, or caused by strikes not against the parties, actions of the elements, or acts of God and delays due to the above causes shall not be considered a breach of this Contract. These delays or failures to perform extend the period of performance for a period of time equal to the subsistence of the impossible conditions. If Force Majeure conditions exist, the party affected by them shall give the other party Notice within five

working days after the conditions begin. If timely Notice is impractical due to the Force Majeure conditions, then the party must provide Notice in as timely a manner as practicable. If Notice is not provided timely, the party experiencing Force Majeure waives it as a defense.

SECTION 6 COORDINATION WITH COUNTY

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

SECTION 7 WORK PRODUCT

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

**SECTION 8
REVISION TO WORK PRODUCT**

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

**SECTION 9
DIRECT COSTS**

- 9.1 "Direct Costs" means the total compensation for Basic Services or Additional Services specified in Exhibits 1 and 2, as well as all expenses incurred by Consultant in performing the professional services required. Direct Costs specifically includes all expenditures made by Consultant in the interest of the Project, including but not limited to expense of reproductions, plotting of drawings, documents for other than the in-house use of Consultant, postage, delivery expenses, and mileage incurred in for the Work Product(s) are also to be included in Direct Costs.

**SECTION 10
SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 SUSPENSION. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

- 10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.
- 10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and agreements insofar as such orders and agreements are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the substantial failure of the other Party to perform any of the material provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

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

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and agreements insofar as such orders and agreements are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements.
- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Consultant shall perform all services and responsibilities required of Consultant under this Agreement with the professional skill and care ordinarily provided by competent consultants practicing in Travis County, Texas, and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant. Nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT

COSTS, AND REASONABLE ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBCONSULTANT OR SUPPLIER, AS APPLICABLE OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

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

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

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

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

11.10 The Owner may seek its actual damages, if losses are incurred because of negligent defects, errors and omissions in the design, working drawings, specifications or other documents prepared by

the Consultant, to the extent that the financial losses are greater than the Owner would have originally paid had there not been defects, errors and omissions in the documents. The Consultant will be liable for the Owner's financial losses for those non-value added work and compliance costs.

SECTION 12 OWNERSHIP OF DOCUMENTS

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

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The Consultant further agrees that the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of the Consultant, which the County deems are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws.
- 13.3 Consultant shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them.

Consultant shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

SECTION 14 MISCELLANEOUS

- 14.1 **VENUE**. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 **SEVERABILITY**. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 **CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT**. The Contractor agrees, during the performance of the services under this Agreement, that the Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if the Contractor were an entity bound to comply with these laws. The Contractor shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, national origin or handicapped condition and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended. In accordance with Title VI of the Civil Rights Act of 1964.
- a. **Compliance with Regulations**: Contractor shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended (the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
 - b. **Nondiscrimination**: Regarding the work performed by Contractor under this Agreement, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.
 - c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Sanctions for Noncompliance: If Contractor does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Contractor under the Agreement until Contractor complies, or until cancellation, termination or suspension of the Agreement, in whole or in part.
- e. Incorporation of Provisions: Consultant shall include the provisions of sections 14.3 a-f (regarding nondiscrimination) and 13.2 (regarding reports) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them
- f. APPENDIX E List: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to: Pertinent Nondiscrimination Authorities:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

14.3.1 Verification of Non-Discrimination Against Specified Entities. In compliance with Texas Government Code, chapter 2271 and both chapters 2274, Contractor's signature on this Contract serves as written verification that the contractor complies with the following sections:

- a. Contractor does not boycott Israel and will not boycott Israel during the Contract Term;
- b. Contractor does not boycott energy companies and will not boycott energy companies during the Contract Term; and
- c. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the Contract Term.

14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:

14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.

14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

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

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

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

Bonnie S. Floyd, MBA, CPPO, CPPB (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas. 78767

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

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

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

ROBERT JACKSON & MICHAEL MCELHANEY ARCHITECTS, INC.
ATTN: MIKE MCELHANEY
3108 N. LAMAR BLVD., SUITE 100
AUSTIN, TX, 78705

- 14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.
- 14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:
- 14.7.1 Consultant was doing business with any Key Contracting Person at the time of execution of the Agreement or had done business during the 365 day period immediately prior to the date on which it is executed; or
- 14.7.2 Consultant does business with a Key Contracting Person at any time after the date on which the Agreement is executed and prior to full performance of the Agreement and Agreement. Consultant will notify County of any change in the information submitted with this Agreement as to the Ethics Sworn Declaration within twenty (20) days of such change through the Project Completion Date.
- 14.7.3 "Is doing business" and "has done business" means:
- (A) paying or receiving in any calendar year any money or other valuable thing with a value of more than \$250 in the aggregate in exchange for personal services or for

purchase or use of any property or property interest, either real or personal, either legal or equitable; or

(B) loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in any calendar year but does not include

(i) Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

(ii) 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 Contractor in the ordinary course of its business, or

(iii) If Contractor is a national or multinational corporation, any transaction for a financial service or insurance coverage made on behalf of Contractor by its agent, employee, or other representative who does not know and is not in a position that he or she should have known about the agreement.

14.7.4 “Key Contracting Person” means any person or business listed in listed in Exhibit 6, Attachment 1 (“Ethics Sworn Declaration”), attached to and made a part of the Agreement.

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the Travis County Facilities Management Department. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

14.9 INVOICING. Consultant shall invoice County monthly for services performed pursuant to this Agreement. Consultant is an independent contractor shall not have a right to claim any customary Travis County benefits, including, but not limited to taxes, worker’s compensation, health and retirement benefits, sick leave and vacation and holiday. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered.

14.9.1 County pays by ACH/EFT or check upon satisfactory delivery and acceptance of terms and submission of a correct and complete invoice to the address below

Patti Smith, CPA
Travis County Auditor

Preferably via e-mail to: AP@traviscountytexas.gov

Or Via mail to:

P.O. Box 1748

Austin, Texas 78767

Consultant may contact the Auditor's Office, Disbursements Division at (512) 854-9125 for assistance with setting up electronic payment through ACH, which deposits payments directly into the Consultant account.

To be "correct and complete," an invoice must include at least the following information:

- I. Name, address and telephone number of Consultant, and the name should match the name shown on the W-9 that Consultant submitted to the Auditor's Office;
- II. Name and address where the payment is to be sent, if payment is by check;
- III. County Agreement Number and County Purchase Order Number;
- IV. Quantity or quantities, applicable unit prices, total prices by item and total invoice amount, and
- V. Any additional payment information that may be called for by the agreement.*

*Note: Information reflecting Protected Health Information (PHI) or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment and they will be permanently deleted from our files. For payment to be made, an invoice must be re-submitted. The re-submitted invoice must have all PII/PHI information redacted and appropriately disclosed.

14.9.2 Additional Copy of Invoice: In addition, Consultant shall send a copy of the invoice to:

Gabriel Stock

Architectural Division Manager

Facilities Management

PO Box 1748

Austin, TX 7857

If payment is based on percentage of completion, Consultant shall also submit a statement showing the percentage of completion of the work as at the date of the invoice with each invoice, and any additional written information requested by County to document the progress of the work.

- 14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:
- 14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and the debt is paid.
 - 14.10.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.
 - 14.10.3 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.
- 14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESS ("HUB") PROGRAM REQUIREMENTS. The HUB Declaration Form (if applicable) must be completed and submitted with your response. It includes the explanation and instructions required for completion.
- 14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving

Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. Subject to the provisions of Chapter 552 of the Texas Government Code, all communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality. Mediation is a prerequisite to pursuing other legal remedies, unless waived by both parties.

14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.20 CONSULTANT CERTIFICATIONS:

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

14.20.2 Consultant further represents that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. CONSULTANT SHALL INDEMNIFY COUNTY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION AND LIABILITY OF EVERY KIND, INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEY FEES, FOR DAMAGES TO ANY PERSON OR PROPERTY TO THE EXTENT CAUSED BY ANY ALLEGED OR ACTUAL

INFRINGEMENT OF EXISTING PATENTS, LICENSES OF COPYRIGHTS APPLICABLE TO MATERIALS USED IN THIS AGREEMENT.

14.21 RESERVED

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

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

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

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

14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.

14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and agreement award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.

14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE

OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.

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

14.30 CONFLICT OF INTEREST QUESTIONNAIRE If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. If any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire not later than the seventh business day after the date of the event that caused the statement to become incomplete or inaccurate. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

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

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

CONSULTANT: ROBERT JACKSON & MICHAEL MCELHANEY ARCHITECTS, INC.

By: _____
DocuSigned by:
Mike McElhane
 45E79AF0A4D545D...

Printed Name: Mike McElhane

Title: President
Authorized Representative

Date: 5/25/2022

The Texas Board of Architectural Examiners, 505 E Huntland Drive, Ste 350, Austin, Texas 78752; phone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

TRAVIS COUNTY, TEXAS:

By: _____ Date: 6/7/2022
DocuSigned by:
Andy Brown
 8911713E9D9D...
 Travis County Judge

APPROVED AS TO PURCHASING POLICIES AND PROCEDURES BY:

By: _____ DS
DocuSigned by:
Bonnie S. Floyd
 48474439904B... UP
 Bonnie S. Floyd, MBA, CPPO, CPPB
 Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
DocuSigned by:
Patti Smith
 114FF63D0A085479...
 Patti Smith, CPA
 Travis County Auditor

RECEIVED
 By Gillian Porter at 2:05 pm, Jun 08, 2022

APPROVED AS TO FORM:

By: _____
DocuSigned by:
James McKell
 C75A78B6599A9F...
 Assistant County Attorney

Agreement No.: 4400006400

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services will be the sum of \$1,899,899.59.

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

Design Phase includes:

Work Product 1 – Programming, Master Planning, Conceptual Design	\$265,615.08
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Work Product 2 – Schematic Design	\$400,244.69
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Work Product 3 – Design Development	\$310,786.66
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Work Product 4 – 90% Construction Documents	\$428,548.66
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Work Product 5 – 100% Construction Documents	\$81,537.13
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Construction Phase includes:

Work Product 6 – Bidding & Construction Administration	\$413,167.37
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TOTAL:	\$1,899,899.59
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SECTION 2 - FIXED FEE

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

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

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

Agreement No.: 4400006400

- 3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager. Consultant assumes the risk of non-payment if Consultant performs any Additional Services without the County's prior written approval.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.
- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – RESERVED

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee is \$1,899,899.59.

SECTION 6 –SCHEDULE OF PAYMENTS

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

Agreement No.: 4400006400

EXHIBIT 2
HOURLY RATES

Schedule of Rates (Hourly):

Consulting Principal	\$160.00 per/hr
Managing Principal	\$165.00 per/hr
Project Manager	\$75.00 per/hr
Support Staff	\$65.00 per/hr
Administrative	\$48.00 per/hr

Agreement No.: 4400006400

EXHIBIT 3
PROJECT SCHEDULE

A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.

A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.

A.2 The Project Schedule must be updated in the event that:

1. any County approval or decision is not made within the time frame specified in the Project Schedule;
2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
3. a force majeure event has occurred; or
4. Consultant has not performed in accordance with the latest Project Schedule.

A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.

B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.

C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **600 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **600** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

Agreement No.: 4400006400

ATTACHMENT 1 TO EXHIBIT 3
PERFORMANCE SCHEDULE

See Scope of Services

Agreement No.: 4400006400

EXHIBIT 4
RESERVED

Agreement No.: 4400006400

EXHIBIT 5
INSURANCE REQUIREMENTS

Consultant shall have, and shall require all subconsultants providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Consultant and/or Subconsultant pursuant to applicable generally accepted business standards. Depending on services provided by Consultant and/or Subconsultant(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. **General Requirements Applicable to All Consultants' Insurance**

The following requirements apply to the **Consultant and to Subconsultant(s)** performing services or activities pursuant to the terms of this Contract. Consultant acknowledges and agrees to the following concerning insurance requirements applicable to Consultant and subconsultant(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Consultant make reasonable adjustments when the scope of services has been expanded.
- I. Consultant shall not allow any insurance to be cancelled or lapse during any term of this Contract. Consultant shall not permit the minimum limits of coverage to erode or otherwise be reduced.

Agreement No.: 4400006400

Consultant shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

- J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Consultant or subconsultant(s).

II. **Specific Requirements**

The following requirements apply to the **Consultant and Subconsultant(s)** performing services or activities pursuant to the terms of this Contract. Consultant acknowledges and agrees to the following concerning insurance requirements applicable to Consultant and subconsultant(s):

A. **Workers' Compensation and Employers' Liability Insurance**

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
\$500,000 bodily injury each accident
\$500,000 bodily injury by disease
\$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. **Commercial General Liability Insurance**

1. Minimum limit: \$1,000,000 per occurrence for coverage A and B with a \$2,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Consultant Coverage
3. The Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

C. **Business Automobile Liability Insurance**

1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000 per occurrence
2. Policy shall also include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

D. **Professional Liability and/or E & O Insurance**

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1. Minimum Limit: \$1,000,000 per Occurrence
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional insured status for Travis County is not required

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EXHIBIT 6
ETHICS SWORN DECLARATION

Date: 5/25/2022

Name of Declarant: Mike McElhane


Title of Declarant: President

Business Name of Consultant: Jackson & McElhane Architects

County of Consultant: Travis

Declarant on oath swears or affirms that the following statements are true and complete:

1. Declarant is authorized by Consultant to make this Sworn Declaration for Consultant.
2. Declarant is fully aware of the facts stated in this Sworn Declaration.
3. Declarant can read the English language.
4. Consultant has received the List of Key Contracting Persons associated with this agreement which is attached to this Sworn Declaration as Attachment "1".
5. Declarant has personally read Attachment "1" to this Sworn Declaration.
6. Declarant 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 Sworn Declaration whose name is not disclosed in Attachment "2" to this Sworn Declaration.

DocuSigned by:


 Signature of Declarant 45E79AF0A4D545D...

Typed or printed name of Declarant: Mike McElhane

Address: 3108 North Lamar Blvd, Suite 100
Austin, Texas 78705

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EXHIBIT 6, ATTACHMENT 1
LIST OF KEY CONTRACTING PERSONS
MAY 19, 2022

CURRENT EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Andy Brown	
County Judge (Spouse)	Sara Strother	
Chief of Staff to County Judge	Kate Garza*	
Agenda Coordinator	Elizabeth Medina	
Executive Assistant	Jennifer Dowell	
Executive Assistant	Emma Hilbert*	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Chief of Staff to County Commissioner	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Chief of Staff to County Commissioner	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Zara Stanfield	
Commissioner, Precinct 3	Ann Howard	
Chief of Staff to County Commissioner	Victoria Ashley	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Commissioner, Precinct 4	Margaret Gomez	
Chief of Staff to County Commissioner	David Salazar	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health/Human Services	Pilar Sanchez*	
County Executive, TNR	Cynthia McDonald	
County Executive, Justice & Public Safety	Roger Jefferies	
County Executive, Technology & Operations	Paul Hopingardner	
Travis County Attorney	Delia Garza*	
Attorney Deputy Chief Senior	Lucio Del Toro*	
Attorney Deputy Chief Senior	Sherine Thomas	
Director, Land Use Division	Tom Nuckols	
Attorney VII, Land Use Division	Julie Joe	
Attorney VI, Land Use Division	Jennifer Hopgood	
Attorney VII, Land Use Division	Christopher Gilmore	

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Director, Transactions Division	Ann-Marie Sheely	
Attorney VII, Transactions Division	Katherine (Kate) Fite	
Attorney VII, Transactions Division	Matthew R. Entsminger*	
Attorney VII, Transactions Division	Barbara Wilson	
Attorney VII, Transactions Division	Jennifer Kraber	
Attorney VII, Transactions Division	James D. Nickell	
Director, Health Services Division	Trelisha Brown*	
Attorney, Health Services Division	Kinski Moss*	
Attorney VII, Health Services Division	David Duncan	
Attorney VII, Health Services Division	Prema Gregerson	
Attorney VI, Health Services Division	Haseeb Abdullah	
Purchasing Agent	Bonnie S. Floyd, MBA, CPPO, CPPB	
Assistant Purchasing Agent	Jorge Talavera, CPPO, CPPB, CTPE, NIGP-CPP	
Assistant Purchasing Agent	Lee Perry	
Purchasing Operations & Procurement Director	CW Bruner, CPPB, PMP	
Purchasing Operations Consultant	Jason G. Walker, CPPB	
Purchasing Operations Project Manager, I	Rachel Fishback, CPPB	
Purchasing Operations Program Coordinator	Jacqueline Childress, J.D.	
Purchasing Operations Project Coordinator II	April Rodriguez	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Senior Procurement Specialist	Lori Clyde, CPPO, CPPB, CTPE, NIGP-CPP	
Senior Procurement Specialist	Jennifer Winkler, MBA, CGAP, NIGP-CPP	
Senior Procurement Specialist	James A. Carey	
Senior Procurement Specialist	Sara Kassem, MPA, CTCM, CTPM, CPPB, NIGP-CPP	
Procurement Specialist III	Lynn Woods, MBA	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPSM	
Procurement Specialist III	Jean Liburd*	
Procurement Specialist III	Jennifer Proctor Romero*	
Procurement Specialist III	Bridgett Bradshaw*	
Procurement Specialist II	L. Wade Laursen, CPPB	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Vacant	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Vacant	
Procurement Specialist II	Randle Jackson	
Procurement Specialist II	Geri Castaneda	
Procurement Specialist II	Terri Mendez, CTCM*	
Procurement Specialist II	Sam Francis*	
Procurement Specialist II	Joe Hon*	
Procurement Specialist I	Jamal Williams	
Procurement Specialist I	Miriam Hogans*	
Procurement Specialist I	Tina Litzner*	

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Procurement Specialist I	Brandon Hoffman*	
Procurement Specialist I	Thomas Lynch*	
Procurement Specialist I	Pamela Quiroz*	
HUB Program Director	Sylvia Lopez	
HUB Coordinator	Corina Rodriguez	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Purchasing Contract Compliance Monitor	Tommie Wesley*	
Purchasing Contract Compliance Monitor	Kaleo Lopez*	
Transportation and Natural Resources	Odette Tan, P.E.	
Transportation and Natural Resources	Melinda Mallia	
Facilities Management	Gabriel Stock	

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

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Procurement Specialist II	Tawana Gardner	08/26/22
Executive Assistant	Kimberly Romero	10/30/22
Procurement Specialist II	Karina Damian	11/01/22
Executive Assistant	Melissa Velasquez	11/01/22
Executive Assistant	Malenie Areche-Rodriguez	12/15/22
County Executive, Health/Human Services	Sherri Fleming	03/31/23

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EXHIBIT 6, ATTACHMENT 2
DISCLOSURE

Consultant acknowledges that Consultant is doing business or has done business during the 365-day period immediately before the date of execution of the agreement with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

Odette Tan, P.E. (Project Manager on
previous Travis Co. project)

n/a

n/a

If no one is listed above, Consultant warrants that Consultant is not doing business and has not done business during the 365-day period immediately before the date of execution of the agreement with any Key Contracting Person.

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EXHIBIT 7
HUB PROGRAM REQUIREMENTS AND HUB PROGRAM DECLARATION

See separate HUB document in the agreement file.

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APPENDIX A
SCOPE OF SERVICES

A. WORK PRODUCT 1: Programming, Master Planning, and Conceptual Design

1. Site Visits with County officials and others to gain understanding of the project (building & site).
2. Coordinate Meetings.
3. Obtain Information from County.
 - a. County Natural Resources (Exhibits, Trail Layouts, Outreach Programs, BCP, Concept Plans, Relevant Plans, etc.)
 - b. Travis County Facilities Management (Architectural Requirements/Limitations, Security Considerations, Info Tech & Utility Infrastructure, Architectural/Engineering/Information Technology plans for upper floors)
 - c. Travis County's Planning & Budget Office will provide space planning information pertinent to the project.
 - d. GPS locations for existing and proposed trails from Natural Resources Department.
4. Master Plan.
 - a. Site & Building Assment (2 on-site meetings)
 - b. Assessment (Office meetings & Charrette)
 - c. Work on Exhibits & Drawings for Discovery Workshoop/Charrette
 - d. Discovery Workshop/Charrette (2 on-site meetings)
 - i. Early in the Programming Phase of the Project, Design Team members will hold collaborative, interactive workshops with the County leadership, staff, board, volunteers, user groups, and any stakeholders the County selects to be part of this process.
 - ii. Because the site and building are considered to be one integrated, educational experience, the team will explore optional concepts with all attendees, in an interactive discussion. The goal is to find the best ideas for making the site and building an interconnected whole – a place to enjoy, celebrate and learn. We propose the discussion as a conceptual tour by a visitor from the entry gate, through the building and into the site.
 - iii. Possible Workshop Topics Include:
 - Arrival at Entry Gate
 - Entry Drive Options
 - Parking – visitors, busses, building users service
 - Outside Staging for groups; restrooms; gathering areas
 - Building Entrances – for school groups, special groups, single visitors, users
 - Lobby
 - Inviting 'flow' of site through lobby
 - Welcome Desk
 - Security
 - Gathering
 - BCP history exhibit; "triumph of stewardship" (win-win)

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- Exhibits
 - Flora and fauna exhibits
 - Use of elevator for outside views 3rd level
 - Place to schedule tours and gift shop and staff offices
 - Classrooms
 - Connections to site
 - Separate entrances
 - Dining
 - Access to visitors and building users
 - Outdoor dining areas; access
 - Volunteer Areas
 - In building or exterior structures
 - Lockers; restroom; tools
 - Explore Ideas for Connecting Building to Site
 - Exhibits; views; meetings; outdoor classrooms; simulated cave; etc.
 - Explore Ideas for Building Façade
 - Views
 - Bird protection from glass
 - Materials
 - Windows still heights at 2nd & 3rd level
 - Exterior porches or small conference rooms
 - New Site Structures
 - Pavilion/Outdoor Classroom
 - Restroom Structure
 - Observation Tower
 - Site Tours
 - Access
 - Trails
 - Features, etc.
 - Exhibits
- e. Site/Building Scenarios/Revisions/Update (2 on-site meetings)
 - f. Site/Building Workshop (Office Meetings & Charrette)
 - g. Cost Estimates
 - h. Phasing
 - i. Master Plan Workshop (On-site)
 - j. Final Masterplan – Concept & Design
5. Submit Master Plan and Conceptual Exhibits (showing existing conditions & proposed improvements, provide cost estimates for conceptual plan & design alternatives).
 6. Create Interpretive Plan and Design Interpretive Exhibits (that are integrated into interior design and include display area for interchangeable exhibits).
 7. Create Revit model from Travis County's as-built drawings.

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The When Work Product 1 is complete and the scope of work and preliminary cost is approved by Travis County, the Design Team will reassess and possibly revise portions of the Work Products 2 thru 6 fee if necessary, because of any significant scope increase or additions beyond those stated in this proposal.

B. WORK PRODUCT 2: Schematic Design

1. Survey for the project area.
2. Geotechnical Investigation and Report
3. Meeting(s) with Travis County Staff determining programming & design intent of building, including construction materials.
4. Weekly project updates during concept & design.
5. Schematic Floor Plan Options.
6. Schematic Exterior Elevations.
7. Schematic Sections.
8. Schematic Interior Drawings.
9. Schematic 3D views.
10. Compiling SD Drawings Set.
 - a. Existing conditions, proposed improvements including but not limited to: Cover Sheet (site location, project limits, names & signature blocks for project owners/partners, symbology legend, and sheet index), Site Plan (overall layout w/ site improvements w/ proposed vehicle and pedestrian circulation), Preliminary Architectural & Structural Plans & Sections showing proposed Interior & Exterior Elevations, Building Sections, Wall Sections, Window/Door/Room/Finish Schedules.
11. Renderings (maximum of 4)
12. Cost Estimate.
13. Preliminary List of required regulatory approvals and regulating entities.
14. Updated Project Schedule.
15. Code Analysis.

C. WORK PRODUCT 3: Design Development

1. Coordination between disciplines.
2. Meeting with Travis County Staff to discuss details in appearance, form, color, materials, finishes, layouts, and other specific items that may be unique or of special to Travis County.
3. Project updates during concept & design.
4. DD Drawings (Cover Sheet, Site Plan, Floor Plans, Roof Plans, RCPs, Elevations & Wall Sections, Window/Door/Room Schedules)
5. Draft Specifications
6. Updated Cost Estimate
7. Notification to entities and updated schedule
8. Code Analysis update
9. Submit for Site Development Permit (SDP)
10. SDP Permit & Plan Review Fees

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D. WORK PRODUCT 4: 90% Construction Documents

1. Weekly project updates as required
2. 90% CDs (details, sections, etc.)
 - a. Utility coordination reviews.
 - b. Project manual with specifications.
 - c. Updated Cost Estimate.
 - d. List of Permits.
 - e. Updated Project Schedule.

E. WORK PRODUCT 5: 100% Construction Documents

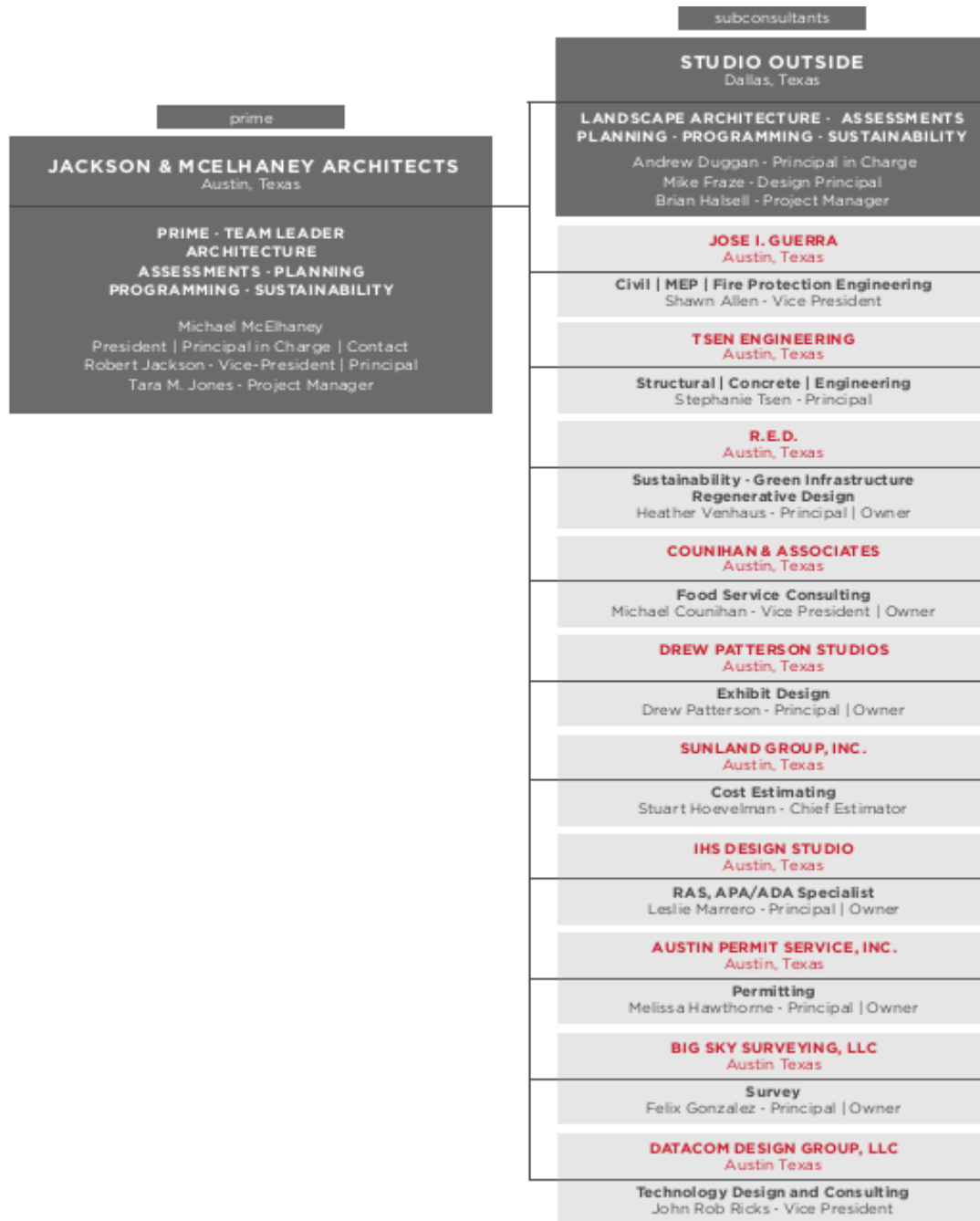
1. Weekly project updates as required.
2. 100% CDs.
3. Prepare Documents for Building Permit Review.
4. Building Permitting Process.
5. Building Permit & Plan Review Fees.

F. WORK PRODUCT 6: Bidding & Construction Administration

1. Pre-submission Meeting
2. Bidder Questions/Answers (Addenda Items)
3. Construction Meetings (Bi-weekly)
4. Submittal Reviews
5. RFIs
6. Site Visits
7. Payment Application Reviews
8. Prepare Record Drawings

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APPENDIX B
ORGANIZATIONAL CHART WITH KEY PERSONNEL IDENTIFIED



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APPENDIX C
CONSULTANT'S QUALIFICATIONS STATEMENT

See separate SOQ in the agreement file.