

212

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an Agreement between Hays County and Broaddus & Associates, Inc. for consulting and project management services for capital improvement projects on as-needed-basis related to RFQ: 2013-P06.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

September 3, 2013

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

COBB

#### SPONSOR

COBB

#### CO-SPONSOR

N/A

#### SUMMARY

Pursuant to the Courts resolution on August 13, 2013, Legal Counsel has negotiated the contract and recommends for approval.

FILED: 09/03/13

HAYS COUNTY COMMISSIONERS' COURT

Resolution # 28283 VOL V PG 229



AGREEMENT  
between  
HAYS COUNTY and BROADDUS & ASSOCIATES, INC.  
for  
CONSULTING AND PROJECT MANAGEMENT SERVICES FOR  
CAPITAL IMPROVEMENT PROJECTS ON AN AS-NEEDED-BASIS  
RFQ: 2013-P06

THIS AGREEMENT is made as of September \_\_, 2013, between Hays County (herein the "Owner") and Broaddus & Associates, Inc. (herein the "Consultant").

Whereas the Owner intends to contract with the Consultant for Program Management (PM) Services related to Hays County, Texas (the "Project Site").

Owner and Consultant, in consideration of their mutual considerations as set forth herein, agree as follows:

I. Parties and Purpose

A. The Owner

Hays County (the "Owner"), is a political subdivision of the State of Texas having its County seat in San Marcos, Texas.

B. The Consultant

Broaddus & Associates, Inc., (the "Consultant"), is a Texas corporation headquartered in Austin, Texas and registered with the Texas Board of Professional Engineers consisting of registered architects, engineers, and professional project managers that engages in the business of providing planning, project management and consultant services to facilities owners.

C. Purpose

The Owner requires PM services related to the planning, design, construction and consulting services for the Projects.

II. Consultant Basic Services

A. The Consultant will provide PM services as described in "Attachment A" - Description of Services".

Due to the diverse nature of program management, the services may not be limited to those cited in Attachment "A."

- B. The Consultant will provide PM services to the Projects through assigned personnel from the Consultant and its Central Texas office in Austin, Texas as detailed in "Attachment "B," the "Staffing Plan."

### III. Consultant's Additional Services

#### A. Advance Authorization Required

If authorized in advance and in writing by Owner, Consultant shall perform or obtain from others (acceptable to Owner) additional Services of the types listed below. The Owner shall pay for additional services as indicated in Article V – Payments to Consultant.

#### B. Additional Services During Basic Services Phases

- Make measured drawings of or investigate existing conditions or facilities
- Perform services resulting from significant changes in project scope, extent, or character
- Undertake investigations and studies in addition to those specified in Basic Services
- Performance of services requiring out-of-town travel other than for visits to the project site and meeting with the owner
- Project Commissioning
- Move Management
- Procurement and Management of Technology Installation

#### C. Other Additional Services

- Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- Serve as a consultant or liaison between various government entities and the Owner for the purpose of representing the special interests of the Owner.

### IV. Owner's Responsibilities

#### A. In addition to other responsibilities of the Owner as set forth in this Agreement, Owner shall:

1. Provide Consultant with information as to Owner's requirements for the Project, including
  - design objectives and constraints
  - space, capability, and performance requirements



- security, data and phone infrastructure needs, system and device selection
  - flexibility, and expandability
  - budgetary limitations
  - plans and drawings to date, including existing site information
2. Furnish copies of design and construction standards that Owner will require to be included in the Request for Proposals ("RFP") (except public laws, codes, and/or ordinances applicable to the Project), if applicable.
  3. Furnish copies of Owner's standard forms, conditions, and related documents for inclusion in the RFP, when applicable.
  4. Furnish Consultant any other available information pertinent to the Projects, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Project Site.

V. Times for Rendering Services

- A. Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the Projects through completion.
- B. If Owner authorizes or requests significant changes in scope, extent, or character of the Projects, or if the Projects are significantly delayed at no fault of the Consultant, the time of performance of Consultant's services shall be adjusted equitably.
- C. This agreement shall commence on the date first noted above and shall continue thereafter until \_\_\_\_\_, unless sooner terminated by either party.

VI. Payments To Consultant

A. Payment For Services

Compensation will be based on project-specific requirements for which Consultant will submit a Plan to the Owner in advance of performing services, which will be approved in writing by an authorized representative of the Owner and will include Reimbursable Expenses as enumerated in subsection D below.

B. Schedule of Payment

Owner will pay the Consultant the fee earned as billed on a monthly basis. Consultant will supply invoices detailing personnel rates and hours worked plus other costs.

C. Additional Services

- 1) Owner shall pay Consultant for Additional Services rendered under Section III, with prior written approval by Owner, an amount equal to cumulative hours devoted to the Project by each class of Consultant's employees' Standard Hourly Rates for each applicable billing for all Additional Services performed on the Project.



D. Reimbursable Expenses

Owner shall pay Consultant for Reimbursable Expenses at the actual cost thereof. Reimbursable Expenses shall include, but not be limited to:

- other documents beyond those copies necessary for Owner's review and records
- the Consultant's own use and cost of advertisements authorized by Owner for the Projects
- mileage between Austin and San Marcos plus other trips required by the Owner in support of the Projects, at a rate to be agreed upon in advance and in writing by the Parties.
- courier and overnight delivery charges
- other project related expenses, as agreed by the Parties.

Reimbursable Expenses shall be paid through:

An allowance established on a per project basis which will be set aside specifically for Consultant's incurred reimbursable expenses as defined in this section as incurred and invoiced monthly. Expense charges to Owner shall be the amounts billed to Consultant times a factor of 1.0.

E. Consultant's Sub-Consultants' Charges

Whenever compensation to Consultant herein is stated to include charges of Consultant's sub-consultants, those charges to Owner shall be the amounts billed to Consultant times a factor of 1.0.

F. Other Provisions Concerning Payments

1. Preparation of Invoices. Invoices will be prepared in a form mutually agreeable to Owner and Consultant and calculated on the basis set forth herein and submitted to Owner once per month.
2. Payment of Invoices. Invoices are due and payable within 30 days of receipt.
3. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. Payment Upon Termination. In the event of any termination under this Agreement, except for cause or failure to cure a substandard failure as stated herein, Consultant will be entitled to invoice Owner and will be paid for all services performed or furnished and Reimbursable Expenses incurred through the effective date of termination.

## VII. General Conditions

### A. Termination

The obligation to provide further services under this Agreement may be terminated:

#### 1. For Cause

- a) By either party, upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof, or as such period may be mutually extended.
- b) By the Consultant, upon ten (10) days written notice if the Consultant's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Consultant's control.

#### 2. By Owner without cause effective upon the receipt of notice of termination by Consultant.

#### 3. If the agreement is terminated, Consultant shall promptly furnish Owner with all reports, drawings, specifications and other work product prepared pursuant to this agreement. (The "instruments of service" shall become the property of Owner.

#### 4. Any and all undisputed invoices existing or billable at the time of termination shall be paid by Owner pursuant to Section VI(F), above.

### B. Controlling Law

This Agreement is to be governed by the laws of the State of Texas and jurisdiction for any and all claims arising out or related to this agreement shall be Hays County, Texas.

### C. Indemnification

- 1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's sub-consultants in the performance and furnishing of Consultant's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, and employees and Consultant's sub-consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and other consultants retained by Owner with respect to this Agreement or the Project.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), by facsimile, or by commercial courier service. All notices shall be effective upon the date of receipt.

E. Survival and Severability

1. All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.
2. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

F. Successors and Assigns

Owner and Consultant respectively bind themselves, their partners, successors, assigns and legal representative to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign, sublet or transfer any interest in this Agreement to any affiliated party provided that Owner shall nevertheless continue to be responsible for payment of all Basic Services and Additional Services incurred through the date of such assignment.

G. Insurance

Consultant must provide Owner with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in this contract.

A. Workers' Compensation and Employer's Liability

1. Statutory Worker's Compensation to include all areas involved in operations covered under the contract.



- i. Employer's Liability with limit of \$1,000,000.
- ii. Must include waiver of subrogation rights against Owner.

B. Commercial General Liability

1. Commercial General Liability: Form providing coverage not less than that of the occurrence form ISO Standard Commercial General Liability Insurance, including but not limited to bodily injury, personal injury, environmental impairment, independent contractors' products – completed operations (construction risk only), Broad Form Property Damage (including Completed Operations for a period of not less than three (3) years – construction risk only). For those contractors selling/manufacturing products, Commercial General Liability coverage should be specifically endorsed to include products liability.
2. Contractual Liability: Blanket basis insuring the liability assumed under this contract.
3. Combined Limits of Liability: Bodily Injury, \$500,000 each occurrence, \$1,000,000 aggregate.

C. Commercial Automobile Liability

1. Commercial Automobile Liability form, including all Non-Owned and Hired Vehicles.
2. Limits of Liability: Combined limits of \$1,000,000 per accident.

D. Umbrella Liability

Such insurance shall provide coverage within limits of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate, in excess of the underlying coverage listed in Paragraphs A, B, and C above. Notwithstanding the foregoing, Consultant agrees that at Owner's discretion and cost, one year from the effective date of this Agreement Owner may require Consultant to increase umbrella liability coverage amounts provided herein.

E. Professional Liability

Such insurance shall provide coverage with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate.

F. Other Insurance Provisions

Owner shall be included as an Additional Insured on all coverage required to be furnished by Consultant except Worker's Compensation and Professional Liability.

1. All insurance coverage required as herein set forth shall be primary and at the sole cost and expense of Consultant. Lack of

compliance with these insurance requirements can result in unilateral termination of this contract by Owner. Insurance coverage will be in a form and carrier acceptable to Owner with a minimum rating of A:VII or higher.

2. Except where prohibited by law, insurance policies except professional liability shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Owner, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, and their insurers.
3. A Certificate of Insurance evidencing all of the above must be issued to: Owner. A copy of the Certificate of Insurance must be presented to: Owner prior to commencement of the Work and 30 days prior to policy renewal.
4. The cancellation provision of such Certificate of Insurance shall provide as follows:

"To be effective as to certificate holder, the issuing companies must provide to the below named certificate holder thirty (30) days' written notice prior to any cancellation or material modification of the above described policies before the expiration dates thereof."

H. Project Manager's Standard of Care

Project Manager will perform, or cause to be performed, all services and undertakings of Project Manager hereunder expeditiously, and in no event later than is required to conform to the Project Schedule and shall do so with the degree of professional skill and care practiced, and in accordance with industry standards customarily adhered to, by other firms experienced in the performance of services and undertakings of the same or similar nature for other major projects of comparable value.

I. Assignment of Key Personnel

After execution of this Agreement by the Owner, Project Manager shall not remove or replace the persons or entities assigned to the Project except with the Owner's written consent, which consent shall not be unreasonably withheld. Project Manager shall promptly update Owner in writing with the list of persons and consultants if they change during the course of the Project and consent should be requested at least two weeks prior to the transition. Project Manager shall not assign to the Project or contract with any person or entity to which Owner has a reasonable objection. The Owner may request removal of project personnel at any time without cause.

J. Miscellaneous Conditions

1. Consultant agree that no liability shall attain favor of Consultant as against any officer, director, member, agent or employee of Owner and that Consultant will look solely to the assets of Owner for the



satisfaction of Owner's obligations, duties and liabilities under this Agreement.

2. Consultant understands and agree that is duties and responsibilities under this Agreement are personal in nature and this Agreement shall not be assigned, transferred or shared by Consultant with any other person, firm or a corporation without prior written notification and approval of Owner.
3. Consultant shall provide its services and obligation in conformity with the standards of care and skill of its profession.
4. Consultant shall subordinate, and hereby does subordinate, any or all liens, rights and interest (whether choate or inchoate and including, without limitation, all mechanics and materialmen's liens under the applicable state constitution or statues) owned, claimed or held, or to be own, claimed or held by Consultant in an to any part of the work or the property on which the work is performed.
5. Consultant agrees and shall include a provision in all its agreements to the effect that, owner is a third beneficiary of all agreements between Consultant and its consultants for the performance of its services required by this Agreement. Nothing contained herein shall be deemed to impose any obligation on Owner with respect to such agreements.

K. Defaults and Remedies

If one Party believes that any other Party is in default of any provision of this Agreement, such non-defaulting Party will give written notice to the other Parties, specifying the event of default and extending to the defaulting Party thirty (30) days to cure the default. If such default has not been cured within such 30-day period, any non-defaulting Party may assert any remedies, at law or in equity, available to the non-defaulting Parties due to such default in accordance with the procedures set forth in Section K below. The non-defaulting Parties must mitigate any direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use good faith and reasonable efforts to resolve any dispute in accordance with the provisions of Section K. below.

L. Dispute Resolution Procedures

- 1) Negotiation. The Parties will attempt in good faith to resolve promptly through negotiation any claim or controversy arising out of or relating to this Contract. If a controversy or claim should arise, the Parties agree to each select a representative (the "Representatives") and to have those Representatives meet at least once to attempt in good faith to resolve the dispute. For such purpose, any Party may request the others to meet within ten (10) days, at a mutually-agreed-upon time and place. The Parties shall, within ten (10) days after the Effective Date of this Contract, each designate to the other their respective Representatives, who shall be an executive-level individual with authority to settle disputes. Each of the Parties may change the designation of its Representative, but shall



maintain at all times during the term of this Contract a designated Representative and shall ensure that the other Parties are notified of any change in the designation of its Representative.

- 2) Mediation. If the dispute has not been resolved within thirty (30) days after the first meeting of the designated Representatives (or such longer period of time as may be mutually agreed upon), any Party may refer the claim or controversy to non-binding mediation conducted by a mutually-agreed-upon party qualified to perform mediation of disputes related to the subject matter of this Agreement (the "Mediator") by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. The Parties and the Mediator may join in the mediation any other Parties necessary for a mutually acceptable resolution of the dispute. Should the Mediator ever be unable or unwilling to continue to serve, the Parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the Parties. The fees and expenses of the Mediator shall be borne equally by the Parties.
- 3) Arbitration. If the dispute has not been resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon), and the amount in controversy does not exceed \$100,000.00, the dispute shall be resolved through binding arbitration as provided below:
  - Any controversy, dispute or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be settled, at the request of any Party to this Agreement, by final and binding arbitration conducted at a location to be determined by a single arbitrator (the "Arbitrator") Hays County, Texas, administered by and in accordance with the then-existing Rules of Practice and Procedure of JAMS/Endispute, and judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.
  - The Arbitrator appointed under this Section shall be qualified by education and experience in the subject matter of the submitted dispute.
  - The Parties shall be entitled to discover all documents and other information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. They may use all methods of discovery customary under state law, including, but not limited to, depositions, requests for admission and requests for production of documents.
  - The time periods for compliance shall be set by the Arbitrator, who may also set limits on the scope of such discovery.
  - The Arbitrator shall issue a written explanation of the reasons for the award to all of the Parties. In the event the Arbitrator

appointed hereunder has not rendered a decision within ninety (90) days after the conclusion of the hearings, either Party may have the matter determined by equitable proceedings or an action for declaratory relief in any court of competent jurisdiction.

- Any provisional remedy which would be available to a court of law shall be available from the Arbitrator pending arbitration of the dispute. Either Party may make an application to the Arbitrator seeking injunctive or other interim relief, and the Arbitrator may take whatever interim measures they deem necessary in respect of the subject matter of the dispute, including measures to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Any Party may file an application in any proper court for a provisional remedy in connection with an arbitral controversy, but only upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief.
  - All Parties shall pay an equal share of the fees and expenses of the Arbitrator and the administrative costs and expenses of arbitration.
  - The Arbitrator shall have the right, in his or her reasonable discretion, to award costs and attorney fees and to assess reasonable interest on monetary awards.
  - If either owner and/or consultant is dissatisfied with the decision or award rendered by the Arbitrator, such dissatisfied Party may appeal the Arbitrator's award to a panel of three (3) appellate arbitrators by filing with JAMS/Endispute and the other Party within twenty (20) days of the filing of the award. The appealing Party shall have the right to submit written briefs not to exceed twenty-five (25) pages stating the reasons why the Arbitrator's decision should be reversed or modified. The responding Party may file a response within twenty (20) days after receiving the appeal brief, not to exceed twenty-five (25) pages. The non prevailing Party in the appeal shall pay the costs and expenses of the arbitrators and the administrative costs of such appeal, as well and attorney's fees and costs of the prevailing Party and the costs of the enforcement of any award rendered therein.
  - Notwithstanding the foregoing, any Party may bring an action in a court of competent jurisdiction to protect the improper use or disclosure of confidential information by the other Party, to preserve its rights under applicable law or, to the extent any Party is a named defendant in a third party civil action, that Party may join the other Parties in the action or bring a third party action against the other Parties for contribution or for indemnity.
- 4) Litigation. If the dispute is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within sixty (60) days after the first meeting between Representatives (or such longer period of time as may be mutually agreed upon) and the amount in controversy exceeds \$100,000.00 or is a matter within the



equitable jurisdiction of the State or Federal judiciary, any of the Parties may commence litigation to resolve the dispute in any court of competent jurisdiction in Hays County, or in the United States District Court for the Western District of Texas to the extent said Court shall have jurisdiction over the matter.

M. Right to Audit

Owner shall, upon ten (10) days' written notice to Consultant, have a right to inspect all receipts, invoices, proofs of purchase, records of employee activity, records of expenditures, and other relevant data related to the Project. Unless otherwise requested by Consultant, Owner's inspection shall be performed between the hours of 8 a.m. and 5 p.m., Monday through Friday. Consultant shall ensure that any subcontract executed by Consultant in furtherance of Owner's Project includes an obligation by subcontractor to turn over, upon written request by Consultant, all receipts, invoices, proofs of purchase, records of employee activity, and records of expenditures related to the Project. Owner shall have the same right under this Section to inspect subcontractor materials as it does Owner materials. This Section shall survive termination of this Agreement, and shall remain in effect for seven (7) years from the Effective Date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER



By: Judge Bert Cobb, MD

Title: Hays County Judge

Address for giving notices:

Hays County Courthouse

111 E. San Antonio Street

San Marcos, Texas 78666

\_\_\_\_\_

CONSULTANT:



By: James A. Broaddus, Ph.D., P.E.

Title: President & CEO

Address for giving notices:

1301 S. Capital of Texas Highway

Suite A-302

Austin, Texas 78704

\_\_\_\_\_



Designated Representative:

Commissioner Will Conley

Title: Commissioner, Precinct 4

Phone Number: 512-847-3159

Facsimile Number: \_\_\_\_\_

E-mail Address:

Will.conley@co.hays.tx.us

Designated Representative:

Brenda Jenkins

Title: Central Texas Area Manager

Phone Number: 512-347-3692

Facsimile Number: 512-329-8242

E-mail Address:

bjenkins@broaddusassociates.com

**ATTACHMENT "A"**  
**PROJECT MANAGEMENT SERVICES**  
**DESCRIPTION OF SERVICES**

**Overall Functions for the Project**

- 1 Broaddus & Associates shall provide the principal Project Manager (PM) and single point of contact for the Owner. Services include all general leadership and management functions required of a PM which include but are not limited to tracking budgets; monitoring schedules; overseeing quality of all aspects of the project; building and communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with the community, end-users and other stakeholders; and briefing executives as necessary.
- 2 Develop initial budget estimate for project.
- 3 Establish overall project budget including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)
- 4 Develop a master schedule for project.
- 5 Develop communication protocols for the project.
- 6 Keep Owner executives, officials, and community representatives informed and communicate with end-users to keep scope aligned with project objectives. Present to the Core Team and Facilities Steering Committee, as required.
- 7 Establish, lead, and coordinate all project related meetings.
- 8 Install the Broaddus & Associates *Owner In-Site*™ Web-based Project Management System - an Owner-oriented management information system that provides any project participant the ability to track and manage the entire project.
- 9 Coordinate with all external approval authorities and neighboring institutions.
- 10 Provide any necessary liaison in Austin with System Agency, as required.
- 11 Provide Project Executive services as advisor to the Owner and PM.
- 12 Identify the need for special studies, surveys, investigations, etc., and implement contracts as necessary.
- 13 Develop a filing and document control system for the project for hardcopy and electronic records.
- 14 Develop and monitor the Historically Underutilized Business (HUB) subcontracting program for project.
- 15 Manage all contracts (Master Plan, Design, Construction, Special Consultants, etc.) related to the project.
- 16 Project cash-flows, monitor, and manage all payments to consultants and contractors, including compliance with all HUB plans.
- 17 Work with the Purchasing, Auditor, Legal, Facilities Office, Hays County Staff assigned, and/or financial consultants to develop additional capital funding options, if necessary, and provide cash flow projections.
- 18 Work with Core Team to assist in the evaluation and selection of A/E and CM firms.
- 19 Assist on other Owner projects as assigned, as requested.

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**ATTACHMENT "A"**  
**PROJECT MANAGEMENT SERVICES**  
**DESCRIPTION OF SERVICES**

**Procurement: Selection & Contracting for A/E and Construction Services**

*Note: The following process steps are followed, with some variation, for Design firms, CM firms, and other firms selected on a Qualifications (QBS) or Best Value Basis. The process may be used several times during the project. It may include Solicitation Document Preparation, Proposal Evaluation, Selection Committee Facilitation, Negotiation with the Selected Firm, and Preparation of the Contract Documents and Associated Documents to Implement Award of the QBS/Best Value Agreement/Contract.*

- 1 Prepare Requests for Qualifications (RFQ's) and Requests for Proposals (RFP's), and guide committees through fair, objective, and equitable selection process that is appropriately documented as per higher education procurement processes outlined in SB 583, SB 510 and subsequent legislative modifications.
- 2 Specific activities for this phase typically include:
  - Develop RFQ's and RFP's documents
  - Draft Agreement/Contract
  - Organize the selection committee(s)
  - Establish selection criteria
  - Assist in advertising the Request for Qualifications (RFQ)
  - Receive and evaluate qualifications
  - Convene selection committee and develop a short list of the most qualified candidates
  - Request Proposals (RFP) from the short-list
  - Receive and evaluate proposals
  - Convene selection committee and discuss proposals
  - Conduct interviews of proposers in front of selection committee
  - Facilitate committee selection of best firm
  - Negotiate contract with selected firm (if possible, otherwise go to 2nd ranked firm)
  - Finalize contract and prepare presentation material for governing body and/or executive approval
- 3 Maintain appropriate confidentiality and comply with the Open Records process.
- 4 Provide the Owner's draft Agreement/Contract to include in the RFP, in order to eliminate extended negotiation of terms after selection.
- 5 Guide the selection process consistent with a project management approach acceptable to Owner.
- 6 Negotiate financial & related issues to finalize the Agreement/Contract with the selected firm.
- 7 Coordinate with the Owner's to insure all procedures are in compliance with statutes and regulations.
- 8 Provide follow-up and de-briefing sessions with non-selected firms.
- 9 Collect & process all required documents from contracted firms before proceeding with work. (i.e., bonds, insurance, etc.)
- 10 Issue Notices to Proceed on appropriate phases when all necessary requirements have been completed.
- 11 Carry out necessary contractual actions and transactions during the various contract phases.
- 12 Procure specialty consultants such as surveyor, geotechnical engineer, hazardous material & abatement firms, test & balance firm, commissioning agent, materials testing firms, independent design consultants and peer reviewers.
- Construction Contractor Specific Procurement**
- 13 Review standard construction contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
- 14 Assist Owner with contractor selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule, programming guidelines and specifications.
- 15 Assist Owner in negotiating with Contractors; re-bid or re-negotiate Project if lowest bid or proposal is greater than Project budget after selection of contractor by Owner.
- 16 After selection of contractor by Owner, assist Architect with transmitting standard procurement requirements to contractors and subcontractors.
- 17 Review information submitted by contractor to include insurance, employee pay scales, material suppliers, subcontractors list, bonds, and financing.

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**ATTACHMENT "A"**  
**PROJECT MANAGEMENT SERVICES**  
**DESCRIPTION OF SERVICES**

**Pre-Project Planning Phase**

**Engineering Design**

- 1 Review all existing Owner baseline data and identify additional engineering and environmental information needed for master planning and design.
- 2 Assist in the selection/procurement/contracting of consulting firms to perform the work.
- 3 Provide overall project management of each consultant and work task.
- 4 Evaluate engineering and environmental studies and apply results to the balance of the planning process.
- 5 Assist Owner in coordinating critical project issues with local governing agencies and authorities having jurisdiction.

**Master Planning**

- 6 Review existing master plan scope of work documentation and make recommendations for refinement.
- 7 Participate on Owner's behalf in selection/procurement/contracting of campus master planner.
- 8 Provide overall project management of the master planning process to ensure that:
  - Master plan achieves Owner objectives
  - Cost effective designs are prepared
  - Design concepts address constructability performance
  - Highest caliber design is developed
  - Issues are resolved in a timely manner
  - Identify critical design issues relating to campus site and Owner mission
  - Cost are monitored on an on-going basis
- 9 Participate in planning workshops and public meetings.
- 10 Review all draft master planning documentation, including campus site analysis, conceptual plan, precinct studies, and design standards. Make recommendations to enhance value alternatives and identify point of progress for master planner to proceed to development of the final plan.
- 11 Review master plan development and provide input to Owner and campus master planner regarding implementation and phasing alternatives.

**Facility Programming**

- 12 Prepare building specific facility space program document to define building specific design criteria and scope of work.
- 13 Conduct meetings with users and staff to identify and confirm the space program requirements, including but not limited to all required space, adjacencies, stacking diagrams, building layout, etc.
- 14 Identify building technical and engineering systems, such as communication systems, special equipment, particular utility or building support services and furniture needs.
- 15 Identify any special issues related to the site and off-site utilities not already addressed in campus master plan.
- 16 Prepare program to comply with campus master plan, incorporating standards and design guidelines.
- 17 Finalize program and facilitate transmission of data to building designer.
- 18 Transmit data to Designer.

**Other Pre-Project Planning Activities**

- 19 Update & expand the master schedule for project.
- 20 Incorporate a technology & telecommunications plan & budget into the project.
- 21 Conduct first Project Definition Rating Index (PDRI) analysis. *(Best Practice)*
- 22 Develop conceptual construction cost estimate for project.
- 23 Update & refine overall Total Project Budget (TPC) including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)
- 24 Prepare a Capital Improvement Program (CIP) Planning Tool and scope packages for selected projects, as requested. Documented report format includes: site visits and assessment; scope development for all disciplines; layout sketches and diagrams; cost estimating and budget development; project and procurement execution strategy.

**Continued Next Page**



**ATTACHMENT "A"**  
**PROJECT MANAGEMENT SERVICES**  
**DESCRIPTION OF SERVICES**

**Schematic Design Phase**

- 1 Conduct Partnering (*Best Practice*) and kickoff meeting with Owner, Designer & others.
- 2 Communicate all pre-project planning information to Designer.
- 3 Conduct design meetings between Owner and Designer, document and resolve issues.
- 4 Prepare Schematic Design cost estimate, conduct reviews of Designer's cost estimate, reconcile, and take action to keep cost under control.
- 5 Review schedule and conduct schedule optimization session(s). (*Best Practice*)
- 6 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Schematic Design documents submitted by Designers and consultant engineers for compliance with Owner's design guidelines, space program needs and performance specifications per campus.
- 7 Conduct PDRI analysis. (*Best Practice*)
- 8 Provide a formal Constructability Program, complete with documented cost savings and value-added impacts. (*Best Practice*)
- 9 Manage the Historically Underutilized Business (HUB) subcontracting program for project if required.
- 10 Initiate planning for Commissioning & Start-up. Begin this process early to define requirements, costs and achieve aggressive schedules. (*Best Practice*)

**Design Development Phase**

- 1 Oversee Preparation of Design Development Documents addressing architectural, structural, mechanical & electrical systems, materials and other appropriate elements.
- 2 Conduct regular meetings between Owner & Designer to review and evaluate design documents for compliance with guidelines.
- 3 Conduct review of schedule. Conduct schedule optimization session(s). (*Best Practice*)
- 4 Provide preliminary design review for code compliance.
- 5 Prepare Design Development cost estimate, conduct reviews of Designer's cost estimate, reconcile, and take action to keep cost under control.
- 6 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Design Development documents submitted by Designer and its consultants for compliance with Owner's design guidelines, detailed program needs and performance specifications.
- 7 Conduct PDRI analysis. (*Best Practice*)
- 8 Continue formal Constructability Program. (*Best Practice*)
- 9 Prepare and present to the Commissioners Court for Design Development approval package.
- 10 Obtain Texas Higher Education Coordinating Board (THECB) approvals.
- 11 Manage the Historically Underutilized Business (HUB) subcontracting program for project.
- 12 Continue planning for Commissioning & Start-up. (*Best Practice*)

**Construction Documents Phase**

- 1 Oversee preparation of Construction Documents addressing all project elements.
- 2 Conduct design review meetings and project management meetings with Owner to update on progress, financial status, construction issues and use of project contingencies.
- 3 Coordinate with government entities for any building or statutory reviews and other approvals.
- 4 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Construction Documents submitted by Designers and subconsultants for compliance with owner's design guidelines, detailed program needs and performance specifications before procurement of sub-contractors. (Recommend 30%, 50%, 95% and 100% complete submissions.)
- 5 Prepare Construction Documents cost estimate(s), conduct reviews of Designer's and/or CM's cost estimate(s), reconcile, and take action to keep cost under control.
- 6 Updated and detailed schedule, including major construction elements, and conduct schedule optimization session(s). (*Best Practice*)
- 7 If CM-at-Risk project delivery method, receive Guaranteed Maximum Price (GMP) proposal, evaluate, negotiate, & recommend acceptance.

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**ATTACHMENT "A"**  
**PROJECT MANAGEMENT SERVICES**  
**DESCRIPTION OF SERVICES**

**Construction Documents Phase (Continued)**

- 8 Continue Formal Constructability Program. *(Best Practice)*
- 9 Implement a Change Management System to control scope creep. *(Best Practice)*
- 10 Manage the Historically Underutilized Business (HUB) subcontracting program for project.
- 11 Plan for Commissioning & Start-up. *(Best Practice)*

**Construction Phase**

- 1 Serve as the Owner's Point of Contact during construction. Conduct construction update meetings at construction sites on a weekly and as-needed basis.
- 2 Conduct Partnering sessions at beginning of the construction phase to include all subcontractors. *(Best Practice)*
- 3 Review required documents/outlines from Contractor including Quality Control Plan, Safety Plan, Environmental Compliance Plan, HUB Contracting plan, and Texas Architectural Barriers Plan (TAS/TDLR) and report to Contractor and Owner.
- 4 Review and participate in Construction Manager's buyout of subcontract packages; ensure scope analysis is complete and track budget/contingency adjustments.
- 5 Manage the Historically Underutilized Business (HUB) subcontracting program for project construction.
- 6 Evaluate requests for proposed Change Orders and Construction Change Proposals and make recommendations.
- 7 Conduct site visits and inspections to review work in place and report in a standard format to Owner with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise Owner of any observations of non-conforming scope or quality workmanship.
- 8 Administer Construction Contract and General Conditions and serve as Owner's representative.
- 9 Review compliance with all plans, specifications and required terms and conditions and report to Owner on status.
- 10 Assist Owner in contracting with Independent Testing Firms and review testing program results. (Tests typically include geotechnical, concrete, welding, compaction, etc.)
- 11 Provide Field and Quality Assurance Oversight.
- 12 Provide on-sight construction inspection services.
- 13 Review approved submittals. Obtain Owner approvals needed.
- 14 Managing the overall information flow during construction including submittals, RFI's, daily reports, photos, & meeting minutes through the Broaddus & Associates *Owner In-Site*® Web-based Project Management System.
- 15 Continue the Change Management System into construction phase. *(Best Practice)* Analyze each potential change, estimate cost and schedule, assess its impact, and negotiate the change amount. Execute necessary contract modification documents.
- 16 If a CM-at-Risk project, track the GMP savings balance and plan for its use or recapture.
- 17 Monitor Requests For Information (RFI's) and Designer responsiveness.
- 18 Coordinate vendors under separate contract to owner, such as security, data, telecom, move management.
- 19 Review Contractor's Building Commissioning and Turnover Plan as a part of Planning for Start-up. *(Best Practice)*
- 20 Evaluate payment applications and make recommendations to owner on approval of requests for progress payments.
- 21 Perform final inspections and review punch list work.

**Commissioning and Turnover Phase**

- 1 Plan for furnishing procurement and building turnover.
- 2 Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
- 3 Monitor all pre-functional testing and check-out for compliance with commissioning plan.
- 4 Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.
- 5 Coordinating training of facility maintenance staff for familiarization with all systems.

**Warranty and Occupancy**

- 1 Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
- 2 Generate and deliver tickler file of all warranty deadlines for each project.
- 3 Coordinate reviews of warranty items after a 30 day and 6 month period.
- 4 Provide post-occupancy evaluation of facility prior to warranty expiration.



## Attachment "B"

*Staffing Plan and Fee Schedule  
(Assigned as required per project requirements)*

Labor Category	2013 Rate
Brenda Jenkins – Area Manager & Senior Project Manager	\$ 227
Terry Whitman – Senior Project Manager	\$ 191
Codi Newsom – Project Manager	\$ 157
TBD – Assistant Project Manager	\$ 139
TBD – Planner/Programmer	\$ 174
Stephen Perino – Cost Estimator	\$ 157
Anthony Popolisio – Scheduler	\$ 127
Felipe Garcia – CAD/Graphics	\$ 76
Hyde Griffith – BIM Specialist	\$ 155
Mara Landi – OIS Technician	\$ 75
TBD – BIM Data Technician	\$ 75
Felipe Garcia – Administrative/Document Control	\$ 64