

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Parsons Commercial Technology Group Inc.**, hereinafter "A/E".

RECITALS

WHEREAS, the County has, and will continue to sustain, an increase in citizen and transient population, correlating increases in the request for emergency services, and a continuing rise in the acuity and complexity of emergency response and recovery operations;

WHEREAS, the County does not have a purpose built Emergency Operations Center to facilitate the command and control, or coordination of emergency preparedness, mitigation, response, or recovery efforts within the County;

WHEREAS, the County Emergency 9-1-1 Communications Center is re-purposed space within a facility not designed for the purposes of providing emergency radio or telephone communications;

WHEREAS, the current emergency communications center has reached maximum capacity without further opportunities or areas to expand for growth of equipment, technology, or personnel;

WHEREAS, the County desires to combine these two essential life and property saving disciplines into one combined facility, purpose built, for such operations to improve efficiencies and capabilities in support of its citizens;

WHEREAS, the County desires to design, construct, staff, and operate a modern state-of-the-art and purpose built combined Emergency Operations Center and Emergency 9-1-1 Communications Center;

WHEREAS, the County Executive Leaders have met periodically and developed an appropriate project vision and scope to meet the needs of the community and public safety agencies;

WHEREAS, the County desires to contract for professional architectural design, engineering, and contract administration services for a project known as the construction of the Williamson County Emergency Services Operations Center (the "Project");

WHEREAS, the A/E desires to provide the services;

 **ORIGINAL**

WHEREAS, the A/E has represented to the County that its personnel are experienced, qualified, and properly licensed to provide the services required in this Agreement and/or its Exhibits in a professional, timely manner;

WHEREAS, the County has relied upon the above representations by the A/E; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties included herein, the County and the A/E agree as follows:

SECTION I

SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II

CHARACTER AND SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

D. A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
2. The following documents shall be used in the development of the Project:

- a. National Environmental Policy Act (NEPA);
- b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
- c. Americans with Disabilities Act (ADA) Regulations;
- d. International Building Code 2003 Edition.
- e. International Electrical Code, 2005 Edition;
- f. Any other local, state and federal documents, codes and regulations to which the Project must comply.

The following are provided for reference:

- g. FEMA E155- Building Design For Homeland Security
- h. FEMA 386 Series On Mitigation Planning
- i. FEMA 386-7 Integrating Manmade Hazards Into Mitigation Planning
- j. FEMA 426 Reference Manual To Mitigate Potential Terrorist Attacks Against Buildings
- k. FEMA 427 Design Of Commercial Buildings To Mitigate Terrorist Attacks
- l. FEMA 430 Site And Urban Design For Security
- m. FEMA 453 Design Guidance For Shelters And Safe Rooms
- n. NIOSH- Guidelines For Protecting Building Environments From Airborne Chemical, Biological, Or Radiological Attacks

3. As part of the Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.

4. The detailed Scope of Services for the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III

ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth in **Exhibit "B"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, A/E shall provide County with a written position statement that sets forth A/E's basis for contending that such services should be deemed and considered to be Additional Services under the terms of this Agreement. In the event the parties cannot reach a resolution on the issue after A/E provides County with its written position statement, the parties agree to submit the dispute to non-binding mediation and share the cost of such mediation equally.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

SECTION IV

TIME FOR PERFORMANCE

A. Time for Performance. A/E agrees to submit the deliverables called for in Exhibit "A", Section A. (Schematic Design Phase) of this Agreement within Fifty Two (52) working days from the date of the last party's execution of this Agreement. Upon approval by the County of the schematic design drawings together with any changes or modifications thereof requested by the County and not until written authorization to proceed is issued by the County to the A/E, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section B. (Design Development Phase) of this Agreement and shall submit the deliverables called for in Section B within One Hundred Twenty Five (125) working days after such approval and written authorization to proceed has been issued by the County. Upon approval by the County of the design development documents together with any changes or modifications thereof requested by the County and not until written authorization to proceed is issued by the County to the A/E, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section C. (Construction Document Phase) of this Agreement and shall submit the deliverables called for in Section C within Sixty Three (63) working days after such approval and written authorization to proceed has been issued by the County. Upon approval of the contract documents, together with any changes thereto requested by the County, and not until written authorization to proceed is issued by the County to the A/E, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section D. (Bidding and Contract Phase) of this Agreement. This phase shall terminate and the services rendered thereunder shall be considered complete upon commencement of the construction phase. Upon award of a construction contract for the Project and the County's issuance of its written authorization to proceed, the A/E shall proceed with the performance of the services called for in Exhibit "A", Section E. (Construction Phase) of this Agreement and complete such services upon notification of final payment on the last prime contract to be completed. The above time limits may for good cause be extended, in writing, by the County as the Project proceeds.

County acknowledges that completion of the Bidding and Contract Phase and Construction Phase may be dependent on third parties and factors beyond the control of A/E. A/E shall continue to provide its services during all phases of the work with such reasonable promptness as to cause no delay in the Project, work or in the activities of the County or its separate contractors.

Periods of time (i) during which County suspends work, or (ii) during which a submitted and complete A/E Work Product is in technical review, as described below, or (iii) during which the County has not issued a written authorization to proceed to the next phase, or (iv) during which a delay directly related to matters caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond the reasonable control of A/E and County, shall not be taken into account in computing the amount of time allotted for the A/E to complete a particular phase of services. It is recognized by the parties, however, that the A/E can only

complete the services described herein as expeditiously as is consistent with the standard of professional care. As set forth above, the A/E acknowledges that it shall not proceed to the next phase of services until the County has approved the prior phase of services and issued a written authorization to proceed to the next phase of services.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.
5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work

Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified. A "working day" shall mean the days of Monday through Friday excluding any holidays that are recognized and taken by the County during its fiscal year.

SECTION VI

THE A/E'S COMPENSATION

For and in consideration of the services rendered by the A/E and for all expenses incurred by A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a firm fixed fee of **One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00)** hereinafter called the "Basic Fee", plus any approved amounts, if any, payable under Section III (Additional Services and Charges).

During the course of services hereunder, the Basic Fee shall be allocated as follows:

A. (the Schematic Design Phase), the A/E shall receive a total compensation of **One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section B. (the Design Development Phase), the A/E shall receive a total compensation of **Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section C. (the Construction Documents Phase), the A/E shall receive a total compensation of **Four Hundred Eighty Thousand and No/100 Dollars (\$480,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section D. (the Bidding and Contract Phase), the A/E shall receive a total compensation of **Sixty Thousand and No/100 Dollars (\$60,000.00)**.

For and in consideration of the services rendered by the A/E under Exhibit "A", Section E. (the Construction Phase), the A/E shall receive a total compensation of **Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00)**.

SECTION VII

TIME OF PAYMENT AND RIGHT TO AUDIT

During the performance of the services provided for in this Agreement for the Schematic Design Phase (Exhibit "A", Section A.), the Design Development Phase (Exhibit "A", Section B.), the Construction Documents Phase (Exhibit "A", Section C.) and the Bidding and Contract Phase, (Exhibit "A", Section D.), monthly payments shall be made based upon that portion of the services which has been completed. Payments for services rendered for the Construction Phase (Exhibit "A", Section E.), shall be paid in proportion to the percentage of the completion of the construction of the Project as evidenced by the A/E's monthly estimates for Payment to the Contractors and approved by the County.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, in a form acceptable to the Williamson County Auditor, setting forth the percentage of the services provided for by this Agreement which were completed during such calendar month, and the compensation which is due plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements and approve them with such modifications, if any, as it deems appropriate, and the County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

Furthermore, the A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

SECTION VIII

SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E: Parsons Commercial Technology Group Inc.
 1900 West Loop South, Suite 400
 Houston, Texas 77027
Attention: Guy Mehula,
 Senior Vice President

And

With copy to: Karin Dwight

Legal Counsel
(Same address)

To the County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: John Sneed, Sr. Director
Williamson County Emergency Services
P.O. Box 873
Georgetown, TX 78627-0873

Either party may designate a different address by giving the other party ten days written notice.

SECTION X

LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, A/E has been advised by County, and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **Eighteen Million Ninety Three Thousand One Hundred Sixteen and No/100 Dollars (\$18,093,116.00)** specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the A/E and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. A/E does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total compensation that A/E may become entitled to hereunder and the total maximum sum that County shall become liable to pay to A/E hereunder for Basic Services shall not under any conditions, circumstances or interpretations thereof exceed the sum of **One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00)**.

SECTION XI

SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII

INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "D"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "D"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII

PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV

COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County. The A/E shall not be responsible for the County's use or modification of the documents without the involvement of the A/E or for their use or modification in connection with any other project.

SECTION XVI

INDEMNIFICATION

EXCEPT TO THE EXTENT EXPENSES OR LIABILITIES ARISE FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, THE A/E HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES TO THE EXTENT THEY ARE CAUSED BY THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF THE A/E IN CONDUCT OF THIS AGREEMENT, AS FOLLOWS:

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND

ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF THE A/E. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE OF A CLAIM THAT INITIATES THIS INDEMNITY, THE, A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION AT ITS OWN COST AND EXPENSE.

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT THEY ARISE FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E IN THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, THE A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT THE A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM THE A/E IS NOT LEGALLY LIABLE, THE A/E'S OBLIGATIONS SHALL BE REDUCED PROPORTIONALLY TO THAT FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E IN ANY SUCH PROCEEDINGS. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS INVOLVING THE ALLEGATIONS AGAINST THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E.

SECTION XVII

MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII

AUTHORITY OF COUNTY JUDGE; WILLIAMSON COUNTY PROJECT MANAGER

A. Authority of County Judge. The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

B. Williamson County Project Manager. County has appointed John Sneed, Senior Director of the Williamson County Emergency Services Department, as its Project Manager and main point of contact on this Project. County reserves the right to appoint or change its project manager at any time during this project upon tendering written notice of such change to A/E.

SECTION XIX

MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations,

discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XX

SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

SECTION XXI

VENUE AND GOVERNING LAW

This Contract shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

SECTION XXII

EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION XXIII

NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

SECTION XXIV

CONSTRUCTION

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

SECTION XXV

RELATIONSHIP OF THE PARTIES

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

SECTION XXVI

NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

SECTION XXVII

NO WAIVER

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

SECTION XXVIII

EXHIBITS

In addition to the Exhibits referenced herein above, the parties agree that the Agreement Exhibits shall include the following, which are incorporated herein by reference:

Exhibit "E": RFQ No. 09WCRFQ907, including Addenda

Exhibit "F": A/E's SOQ dated July 9, 2009

Exhibit "G": Floor Plan Approved by Williamson County, dated

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION XXIX

EXECUTION


The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. This Agreement shall not become effective until executed by all parties hereto. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

WILLIAMSON COUNTY:

By: 
Dan A. Gattis
Williamson County Judge

Date Signed: 12-16, 2010

ATTEST:

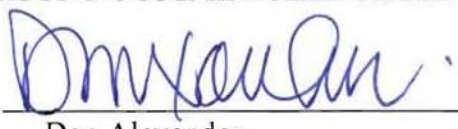
By: 
Nancy Rister
Williamson County Clerk

WILLIAMSON COUNTY PROJECT MANAGER:

By: 
John Sneed, Sr. Director
Williamson County Emergency Services

A/E:

PARSONS COMMERCIAL TECHNOLOGY GROUP INC.

By: 
Dan Alexander
Vice President

Date Signed: DECEMBER 08, 2010

 ORIGINAL

EXHIBIT “A”

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

THE A/E SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECT OR ENGINEER PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN THE AGREEMENT.

In consideration of the compensation provided in the Agreement, A/E shall perform the following Scope of Services, based on standard architectural and engineering practices. The parties agree and acknowledge that the following Scope of Services shall control should there be a conflict between the following Scope of Services and the services described in Exhibit “E”, RFQ No. 09WCRFQ907 - Including Addenda.

WILLIAMSON COUNTY Emergency Services Operations Center Design and Construction Phase Services

Project Description

The Williamson County Emergency Services Operations Center (WC ESOC) is currently planned to be approximately 27,300 GSF and will contain a 911 Call Center and Emergency Operations Center. The WC ESOC will house the 911 Emergency Communications Department and the Office of Emergency Management with adjoining Emergency Operations Center that serves multiple jurisdictions and response agencies throughout Williamson County and the region.

The facility will include at a minimum:

- Dispatch/911/311 call center areas
- Emergency operations center floor
- War room
- Executive conference rooms
- Multiple conference/break-out rooms
- Emergency management manager offices
- Office manager and administrative offices
- Communications director, deputy and communications director and
- Locker rooms, bathroom/shower facilities, sleeping and quiet rooms, exercise room
- Kitchen/lunch/break rooms
- Training supervisor office and training areas
- Multi-purpose classroom/conference rooms
- Alternates for additional circulation, increased exercise area, office spaces,
- Sheriff Lieutenant and Sergeant offices

- administrative offices
- ITS/GIS, CAD, and TLETS offices
- Quality control and training coordinator offices
- Clerical and reception office spaces
- Radio/recording/cad/911 and 311 technology equipment rooms
- Storage for inventory, supplies and records
- Plans office
- JIC conference room
- ARES room
- Hazmat chief and assistant offices
- Receptionist and mail center offices
- Quiet room
- Building systems and technology spaces
- WCC Health Department office

SCOPE OF SERVICES BY PHASE

A. SCHEMATIC DESIGN (SD)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Develop a Project Management Plan to show how the project will be executed, how the team will plan, manage, and implement design services and also outlining the structure of the organization and providing the roles, responsibilities, and authority levels. The plan will include:
 - Client and key personnel contacts
 - Contract summary report
 - Project description and scope
 - Project organization and staffing plan
 - Staff roles and responsibilities budget
 - Change order management
 - Quality management plan
 - Document control plan/approach
 - Matrix of authority
- Establish procedures and reporting requirements for liaison with client and consultant team
- Manage the approved program and budget
- Ensure appropriate quality assurance and quality control process
- Develop schedule showing durations of design documentation phases and approvals, dates for deliverables
- Revise preliminary estimate of construction and reconcile estimate with CM at Risk estimate

ARCHITECT OF RECORD—PARSONS

- Documents and outline specifications including a site plan, building floor plans with any alternates, building sections and exterior elevations, preliminary selections of major building systems and construction materials noted on the drawings or described in writing, furniture selection except specialty furniture in main spaces (Call Center, PSAP, War Room – see Leach Mounce scope)
- Assemble SD submittal for review and approval

STRUCTURAL ENGINEER—PARSONS

- A structural steel framing plan for a one-story building with varying roof heights and varying spans. The framing plan will show general arrangement of the proposed framing members. Member sizes will not be indicated at this level.

- Exterior Wall System will be indicated but not detailed at this stage.
- A foundation plan showing footing types and general arrangement. Sizes will not be shown at this stage.
- To the extent that the equipment requiring foundations is known, a general arrangement of equipment foundations will be shown with no sizes or details.

Schematic Design Structural Deliverables

- General Notes and Symbols
- Foundation and Slab Plan
- Roof Framing Plan
- Equipment Foundations

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Design for an HVAC system consisting of an air cooled chilled water system located on grade in a mechanical equipment yard exterior to the building, a variable air volume HVAC system, a hot water boiler for heating purposes, intake filters (HEPA, CBRNE precautions, etc.), HVAC specifications, plans and sections (double line drawings), performance specifications for the control systems (sequence of operation and a points list), and equipment schedules permit.
- Plumbing system design necessary to produce plans, riser diagrams, details, and specifications. Systems include potable water, sanitary sewer, and diesel fuel oil for standby generator.
- Fire protection system(s) (appropriate for various building systems) design necessary to produce hydraulic coverage drawings and performance specifications for a fire protection contractor to provide sealed sprinkler drawings.

ELECTRICAL ENGINEERING—PARSONS

- Power distribution system consisting of a utility transformer (provided by the utility company), generator, UPS, switchgear, and power panels to serve the new building, site lighting and other necessary site equipment. Specifications will be provided for each of the system components as well as procurement specifications for the major equipment. Power plans, single line diagrams, panel schedules, details and sections will be provided to show the design.
- Communications, audio/visual, IS and security systems will be fully designed by others. Parsons will only show the locations for the electrical junction boxes, empty conduits/raceways and power connections as designed and provided by the communications, audio/visual, IS and security system design contractors. The devices, cabling, equipment and specifications will be designed and shown by the respective design contractors
- Lighting system design consisting of interior lighting, emergency egress lighting and site lighting.

- Fire alarm system design consisting of plans showing device locations and a performance specification.
- Grounding system design for the grounding of the new electrical equipment, new building structure and site lighting. Grounding systems shall meet or exceed Motorola R56 grounding standards, where applicable, to accommodate County's radio communications system.
- Lightning protections system design

COST ENGINEERING—PARSONS

Cost model and cost estimate, using CSI format. Budget reconciliation with CMAR.

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Site design
- Interior space design and documentation
- Security system design
- Furniture selection for main spaces (Call Center, PSAP, War Room)

AUDIOVISUAL—SHEN MILSOM WILKE

- Audiovisual technology design and specifications and equipment lists detailing each piece of equipment by manufacturer and model number

TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT—SHEN MILSOM WILKE

- Plans and other infrastructure documentation for voice and data systems
- Cable specification

INFORMATION SYSTEMS—SHEN MILSOM WILKE

- Information Systems design
- Information Systems hardware and software general specifications, detailed specifications, equipment lists and software requirements

TOWER AND ANTENNA —SHEN MILSOM WILKE

- Create a performance specification documents package for tower and antenna systems to be provided to qualified specialty contractors specializing in radio antenna and tower construction.

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Preliminary landscape concept development

CIVIL ENGINEERING—BAKER-AICKLEN

- Site plan based on Project Conceptual Land Plan as revised from the City Pre-Development Meeting
- Utility plans for water (domestic, irrigation and fire service), wastewater taps, and on-site improvements.
- Grading plan including finish floor elevations and details as necessary with layout based on the conceptual land Plan and storm water detained in the on-site pond.
- Topographic Survey
- Tree Survey
- Zoning application.

MOMAN ARCHITECTURE

- Interior public space design
- Shell design participation

B. DESIGN DEVELOPMENT (DD)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Manage and coordinate all consultants
- Oversee and coordinate development of the A/E prepared design

ARCHITECT OF RECORD—PARSONS

- Design Development drawings that illustrate and describe the refinement of the design of the project, establishing the scope, relationships, forms, size and appearance of the project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents will include specifications that identify major materials and systems and establish in general their quality levels.
- Assemble DD submittal for review and approval.
- Revise estimate of construction and reconcile estimate with CM at Risk GMP

STRUCTURAL ENGINEER—PARSONS

- A structural steel framing plan for a one-story building with varying roof heights and varying spans. The framing plan will show arrangement of all members including all member sizes, decking properties, and bridging and bracing required to complete the design. Structural sections and details will be included. Specifications will be included for structural steel, open web steel joists, steel deck, and miscellaneous metals.
- Exterior wall designs will be shown from a structural point of view. Sections and details will be included to detail the structural system. If tilt-up concrete wall panels are the chosen system, design criteria will be provided such that the contractor can perform the design and submit for review. Specifications for the materials used in the wall design will be included.
- A foundation plan showing all footings including footing types, sizes, reinforcing and layout. Specifications will be included for cast-in-place concrete, reinforcing, and formwork. Foundation sections and details will be included.
- All equipment foundations and water tank foundation will be shown in plan and section with all details required for construction.

Design Development Structural Deliverables

- General Notes and Symbols
- Foundation and Slab Plan
- Roof Framing Plan
- Truss Elevations and Details
- Structural Steel Sections and Details
- Foundation Sections and Details

- Drilled Pier Details (if required)
- Water Tank Foundation
- Equipment Foundations
- Specifications as follows:
 - Cast-In-Place Concrete
 - Concrete Formwork
 - Concrete Reinforcing
 - Structural Steel
 - Open Web Steel Joists and Joist Girders
 - Steel Deck
 - Miscellaneous Metals

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Design for an HVAC system consisting of an air cooled chilled water system located on grade in a mechanical equipment yard exterior to the building, a variable air volume HVAC system, a hot water boiler for heating purposes, HVAC specifications, plans and sections (double line drawings), performance specifications for the control systems (sequence of operation and a points list), and equipment schedules necessary to issue for bid and permit.
- Plumbing system design necessary to produce plans, riser diagrams, details, and specifications for permit and construction. Systems include potable water, sanitary sewer, and diesel fuel oil for standby generators.
- Fire protection system design necessary to produce hydraulic coverage drawings and performance specifications for a fire protection contractor to provide sealed sprinkler drawings. Plans will be bid to turnkey fire protection specialist contractors (Reliable, Grinnell, or equal) for design build installation.

ELECTRICAL ENGINEERING—PARSONS

- Power distribution system consisting of a utility transformer (provided by the utility company), generator, UPS, switchgear, and power panels to serve the new building, site lighting and other necessary site equipment. Construction specifications will be provided for each of the system components as well as procurement specifications for the major equipment. Power plans, single line diagrams, panel schedules, details and sections will be provided to show the design.
- Communications, audio/visual, IS and security systems will be fully designed by others. Parsons will only show the locations for the electrical junction boxes, empty conduits/raceways and power connections as designed and provided by the communications, audio/visual, IS and security system design contractors. The devices, cabling, equipment and specifications will be designed and shown by the respective design contractors
- Lighting system design consisting of interior lighting, emergency egress lighting and site lighting.

- Fire alarm system design consisting of plans showing device locations and a performance specification. Plans will be bid to a turnkey fire alarm contractor for design build installation.
- Grounding system design for the grounding of the new electrical equipment, new building structure and site lighting.
- Lightning protections system design

COST ENGINEERING—PARSONS

Budget reconciliation with CMAR.

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Interior space planning consulting
- Site design consulting
- Security system design
- Furniture selection for main spaces (Call Center, PSAP, War Room)

AUDIOVISUAL—SHEN MILSOM WILKE

- Audiovisual technology construction document package and specifications and equipment lists detailing each piece of equipment by manufacturer and model number

TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT—SHEN MILSOM WILKE

- Plans and other infrastructure documentation for voice and data systems
- Cable specification

INFORMATION SYSTEMS—SHEN MILSOM WILKE

- Information Systems design
- Information Systems hardware and software general specifications, detailed specifications, equipment lists and software requirements

TOWER AND ANTENNA —SHEN MILSOM WILKE

- Performance specification for tower and antenna.

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Landscape permit drawings

CIVIL ENGINEERING—BAKER-AICKLEN

- Site plan.
- Utility plan with a water model for the fire line.

- Paving, grading, & drainage plan to include curb elevations, slopes, wall elevations (if any), finish floor elevations, and details as necessary. Pavement section will be based upon Williamson County's recommendations.
- Temporary erosion and sedimentation control plan with approved City details.
- Tree protection plan with appropriate City details.
- City Site Plan
- Site Development Permit Processing Coordination

C. CONSTRUCTION DOCUMENTS (CD)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Manage and coordinate all consultants
- Oversee and coordinate development of the A/E prepared design
- Permitting review assistance

ARCHITECT OF RECORD—PARSONS

- CD drawings and specifications and project manual describing in detail the requirements for construction of the project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.
- Document permitting

STRUCTURAL ENGINEER—PARSONS

- A structural steel framing plan for a one-story building with varying roof heights and varying spans. The framing plan will show arrangement of all members including all member sizes, decking properties, and bridging and bracing required to complete the design. Structural sections and details will be included. Specifications will be included for structural steel, open web steel joists, steel deck, and miscellaneous metals. All of the above will have been completely checked, sealed, and issued for construction.
- Exterior wall designs will be shown from a structural point of view. Sections and details will be included to detail the structural system. If tilt-up concrete wall panels are the chosen system, design criteria will be provided such that the contractor can perform the design and submit for review. Specifications for the materials used in the wall design will be included. All of the above will have been completely checked, sealed, and issued for construction.
- A foundation plan showing all footings including footing types, sizes, reinforcing and layout. Specifications will be included for cast-in-place concrete, reinforcing, and formwork. Foundation sections and details will be included. All of the above will have been completely checked, sealed, and issued for construction.
- All equipment foundations and water tank foundation will be shown in plan and section with all details required for construction. All of the above will have been completely checked, sealed, and issued for construction.

Construction Development Structural Deliverables - Checked, Sealed, and Issued for Construction

- General Notes and Symbols
- Foundation and Slab Plan
- Roof Framing Plan
- Truss Elevations and Details

- Structural Steel Sections and Details
- Foundation Sections and Details
- Drilled Pier Details (if required)
- Water Tank Foundation
- Equipment Foundations
- Specifications as follows:
 - Cast-In-Place Concrete
 - Concrete Formwork
 - Concrete Reinforcing
 - Structural Steel
 - Open Web Steel Joists and Joist Girders
 - Steel Deck
 - Miscellaneous Metals

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Design for an HVAC system consisting of an air cooled chilled water system located on grade in a mechanical equipment yard exterior to the building, a variable air volume HVAC system, a hot water boiler for heating purposes, HVAC specifications, plans and sections (double line drawings), performance specifications for the control systems (sequence of operation and a points list), and equipment schedules permit.
- Plumbing system design necessary to produce plans, riser diagrams, details, and specifications for permit and construction. Systems include potable water, sanitary sewer, and diesel fuel oil for standby generators.
- Fire protection system design necessary to produce hydraulic coverage drawings and performance specifications for a fire protection contractor to provide sealed sprinkler drawings. Plans will be bid to turnkey fire protection specialist contractors (Reliable, Grinnell, or equal) for design build installation.

ELECTRICAL ENGINEERING—PARSONS

- Power distribution system consisting of a utility transformer (provided by the utility company), generator, UPS, switchgear, and power panels to serve the new building, site lighting and other necessary site equipment. Specifications will be provided for each of the system components as well as procurement specifications for the major equipment. Power plans, single line diagrams, panel schedules, details and sections will be provided to show the design.
- Communications, audio/visual, IS and security systems will be fully designed by others. Parsons will only show the schematic locations for the electrical junction boxes, empty conduits/raceways and power connections as designed and provided by the communications,

audio/visual, IS and security system design contractors. The devices, cabling, equipment and specifications will be designed and shown by the respective design contractors

- Lighting system design consisting of interior lighting, emergency egress lighting and site lighting.
- Fire alarm system design consisting of plans showing device locations and a performance specification. Plans will be bid to a turnkey fire alarm contractor for design build installation.
- Grounding system design for the grounding of the new electrical equipment, new building structure and site lighting.
- Lightning protections system design

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Interior space planning consulting
- Site design consulting
- Security system design
- Permitting review assistance
- Furniture selection for main spaces (Call Center, PSAP, War Room)

AUDIOVISUAL—SHEN MILSOM WILKE

- Audiovisual technology construction document package and specifications and equipment lists detailing each piece of equipment by manufacturer and model number
- Provide a list of pre-qualified systems contractors (3-4) competent to perform the audiovisual systems implementation and facilitate WC's evaluation of the bid returns

TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT—SHEN MILSOM WILKE

- Plans and other infrastructure documentation for voice and data systems
- Cable specification

INFORMATION SYSTEMS—SHEN MILSOM WILKE

- Information Systems design
- Information Systems hardware and software general specifications, detailed specifications, equipment lists and software requirements

TOWER AND ANTENNA —SHEN MILSOM WILKE

- Performance specification documents package for tower and antenna systems to be provided to qualified specialty contractors specializing in radio antenna and tower construction.

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Construction documents

CIVIL ENGINEERING—BAKER-AICKLEN

- Construction Documents (CD)
 - Site plan with finalized tables, calculations, notes, etc.,
 - Utility plans for water and wastewater taps and on-site improvements.
 - Grading & drainage plan.
- CD Erosion/Sedimentation and Project Report
- Water Quality per TCEQ and City Standards
- Construction Cost Estimate for public improvements and site construction cost estimate.
- Specifications
- Storm Water Detention & Water Quality maps, drawing, and details
- CD Erosion/Sedimentation and Project Report
- Water Quality per TCEQ and City Standards
- Storm Water Detention & Water Quality maps, drawing, and details
- Coordinate with ATMOS Gas to re-locate existing gas line
- Water Pollution Abatement Plan (WPAP).
- Storm water Pollution Prevention Plan (SWPPP)
- Construction Cost Estimate for public improvements and site construction cost estimate.
- Specifications

MOMAN ARCHITECTURE

- Permit expediting
- Site rezoning

D. BIDDING AND CONTRACTING

ALL DISCIPLINES

- Bidding review assistance

E. CONSTRUCTION ADMINISTRATION (CA)

PROJECT MANAGEMENT AND ADMINISTRATION—PARSONS

- Manage and coordinate all consultants
- Oversee and coordinate administration of the A/E prepared design
- Approve CM Applications for Payment

ARCHITECT OF RECORD—PARSONS

- Interpret drawings and specifications
- Visit construction site on a regular basis
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Regular attendance at Owner/Architect/Contractor meetings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list
- Project Closeout

STRUCTURAL ENGINEER—PARSONS

- Engineering support during construction (submittal review, answering of contractor questions, as-builts).

MECHANICAL AND PLUMBING ENGINEERING—PARSONS

- Engineering support during construction (submittal review, site visits during construction, answering of contractor questions, as-builts). Fire protection contractor will provide as-builts reviewed by Parsons.

ELECTRICAL ENGINEERING—PARSONS

- Engineering support during construction will include vendor and contractor submittal reviews, site visits during construction, answering of contractor questions and as-built drawings based on incorporating the site electrical contractor markup

EMERGENCY CENTER SPECIALIST—LEACH MOUNCE ARCHITECTS

- Interpret drawings and specifications
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list

- Review of contractor submittals and shop drawings

AUDIOVISUAL, TELECOMMUNICATIONS INFRASTRUCTURE/CABLE PLANT, INFORMATION SYSTEMS, ACOUSTICS, TOWER AND ANTENNA —SHEN MILSOM WILKE

- Interpret drawings and specifications
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list
- Project Closeout

LANDSCAPE ARCHITECT—BWM LANDSCAPE

- Interpret drawings and specifications
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Coordinate and assemble Punch list
- Project Closeout

CIVIL ENGINEERING—BAKER-AICKLEN

- Issue Engineer's concurrence letters upon satisfactory completion by the Contractor.
- Interpret drawings and specifications
- Observe construction for general conformity to contract documents
- Review of contractor submittals and shop drawings
- Respond to Requests for Information
- Issue sketches and directives for changes to documents as work progresses
- Record drawing plans
- Coordinate and assemble Punch list
- Project Closeout

Exhibit "B"

Hourly Rates

Parsons		Moman	
Project Executive	150.00	Principal	135.00
Senior Project Manager	100.00	Sr. Project Manager	110.00
Project Manager/Project Architect	85.00	Project Manager	85.00
Architect	75.00	Interior Designer	85.00
Interior Design Specialist	60.00	Designer II	75.00
Financial Coordinator	45.00	Designer I	60.00
Student	30.00	Administrative/Clerical	55.00
Sr Supervising Mech Engineer	150.00		
Sr Supervising Struc. Engineer	135.00	Baker-Aicklen	
Principal Architect Shell Hardening	120.00	OFFICE PERSONNEL SERVICES	
Supervising Mech Engineer	140.00	Sr. Project Manager	150.00
Mechanical Engineer	95.00	Project Manager	140.00
Supervising Electrical engineer	135.00	Sr. Project Engineer/Surveyor/Planner	130.00
Principal Electrical Engineer	150.00	Sr. Project Engineering/Surveying/Planning/GIS Coordinator	125.00
Electrical Engineer	110.00	Project Engineer/Surveyor/Planner	120.00
		Project Engineering/Surveying/Planning/GIS Coordinator	115.00
SM&W		Sr. Project Engineering/Surveying/Planning/GIS Designer	110.00
Principals	150.00	Sr. Project Engineering/Surveying/Planning/GIS Associate	105.00
Senior Associates	145.00	Project Engineering/Surveying/Planning/GIS Designer	100.00
Associates		Engineering/Surveying/Planning/GIS	

	115.00	Associate	95.00
Staff Consultants		Engineering/Surveying/Planning/GIS Assistant	90.00
Staff	82.00	Sr. Engineering/Surveying/GIS CAD Technician	80.00
		Engineering/Surveying/GIS CAD Technician	70.00
Leach Mounce		CAD/GIS Computer Operator	60.00
A. DESIGN/TECHNICAL STAFF HOURLY RATE		Administrative Assistant	55.00
1. Principal in Charge	150.00	Expert Witness/Testimony/Deposition Services	2X Rate
2. Project Manager	150.00	Department Manager/Assistant Branch Manager	185.00
3. Project Architect	150.00	Branch Manager	200.00
4. Specifications/Designer/Interior Designer/Landscape Architect/Programming/Field Admin.	125.00	Principal (as appropriate)	220.00
5. Technical III - Senior CADD/Job Captain	100.00	FIELD PARTY SERVICES	
6. Technical II - Intermediate CADD Operator	80.00	1-Man Field Party	75.00
7. Technical I - Junior CADD Operator	60.00	2-Man Field Party	125.00
B. SUPPORT STAFF HOURLY RATE		3-Man Field Party	165.00
1. Support III-Controller	120.00	4-Man Field Party	205.00
2. Support II-Administrative/Accounting/Word Processing	100.00		
3. Support I-Clerical & General Office	55.00	BWM	
		Principal Planner/Landscape Architect/Architect	150.00
		Senior Project Manager Planner/Landscape Architect/Architect	135.00
		Project Manager Planner/ Landscape Architect/Architect	125.00
		Staff Planner/ Designer	100.00
		Administrative	55.00

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit “C” Schedule

[illegible]

Exhibit "D"

Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Exhibit "E"

RFQ No. 09WCRFQ907 - Including Addenda



**WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Purchasing>

REQUEST FOR QUALIFICATIONS

**PROFESSIONAL ARCHITECTURAL/ENGINEERING
DESIGN SERVICES FOR THE WILLIAMSON COUNTY
EMERGENCY SERVICES OPERATIONS CENTER**

RFQ NUMBER: 09WCRFQ907

**QUALIFICATION SUBMITTALS MUST BE RECEIVED ON OR BEFORE:
July 9, 2009 – 2:00 PM**

**QUALIFICATION SUBMITTALS WILL BE PUBLICLY RECOGNIZED:
July 9, 2009 – 2:00 PM**

Williamson County is seeking qualifications from experienced firms specializing in Combined Emergency Operations and 9-1-1 Emergency Communications Centers to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for the Williamson County Emergency Services Operations Center ("WC ESOC").

Statements of Qualifications (SOQs) shall be submitted to Williamson County Purchasing Department, 301 SE Inner Loop, Ste. 106, Georgetown, Texas 78626 by **2:00 PM CST on Thursday, July 9, 2009**. Seven (7) bound copies (1 original and 6 copies), each with a PDF file of the SOQ on CD, shall be submitted.

Project Contacts

Technical Contacts:

John Sneed, Executive Director of Emergency Services

Phone: (512) 943-1264

jsneed@wilco.org

Patrick Cobb, Director, Emergency Communications
Phone: (512) 943-1206
pcobb@wilco.org

Purchasing Contact:

Jonathan Harris – Assistant Purchasing Agent
Phone: (512) 943-1692
joharris@wilco.org

Project Information

General

Williamson County intends to establish a contract with one firm to provide professional Architectural/Engineering design services for the WC ESOC.

For purposes of this RFQ, Architect/Engineer or A/E means a person registered as an architect pursuant to Chapter 1051 of the Texas Occupations Code, as a landscape architect pursuant to Chapter 1052 of the Texas Occupations Code, and/or a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code, or a firm retained by Williamson County to provide professional architectural and/or engineering services and exercising overall responsibility for the design services for the WC ESOC, and performing certain contract administration responsibilities during the construction phase of the said project.

All Studies, Reports, Plans, and Specifications must be prepared, signed, stamped, and sealed in accordance with the State of Texas rules and regulations regarding applicable professional practice.

Project

Williamson County has dedicated Executive level support to develop a brand new facility using industry standard “best practices”. Williamson County Executives and staff strongly desire, and intends on this facility when completed, to be considered a *National Model* for the operational philosophy, critical elements and systems (C4i) required for the successful delivery of emergency communications and emergency management; command, control, computers, communications, and intelligence.

The WC ESOC will house the 9-1-1 Emergency Communications Department and the Office of Emergency Management with adjoining Emergency Operations Center that serves multiple jurisdictions and response agencies throughout Williamson County and the region. Additionally, along with enhancing interoperability for this region and enhancing both tactical and strategic incident management capabilities, it is envisioned that this combined 9-1-1 Center/EOC will be an information sharing hub, with connectivity to many local, state, and federal agencies. Williamson County does desire the opportunity to design and operate the 9-1-1 Center/EOC in

such a manner as to support a 24/7/365 *All-Hazards Fusion Center* capable of both real-time and post-event analysis.

The facility will include at a minimum: dispatch area, 9-1-1/3-1-1 call center areas, emergency operations center floor, executive conference rooms, multiple conference/break-out rooms, Emergency Management Coordinator and administrative offices, 9-1-1 Director and supervisor administrative offices, technology management offices, quality assurance and training coordinator offices, clerical and reception office spaces, radio/recording/CAD/9-1-1 & 3-1-1 technology equipment rooms, storage for inventory, supplies and records, locker rooms, bathroom/shower facilities, sleeping & quiet rooms, kitchen, lunch/break rooms, training areas, multi-purpose classroom/conference rooms.

It is possible that a communications tower will be included in the design.

It should also be noted that future expansion capability of this facility is important to include in the design.

The overall goal of the project is to have a completed facility by the end of December 2012.

CM-R (Construction Manager at Risk) is Williamson County's preferred delivery method for this project; provided, however, Williamson County reserves the right to review and select any other delivery method allowed by law for the construction of the WC ESOC.

Scope of Services

Williamson County has developed an Executive Level Project Steering Committee. This Executive Committee is comprised of elected or appointed officials and executive level managers. Subsequent to the Executive Committee, a Project Management Team has been created with a Project Manager named as the primary point of contact for Williamson County. This department director level Project Management Team is comprised of select Williamson County staff and others who are subject matter experts in the fields of emergency services.

The attached Contract for Professional Architectural and Engineering Services for Williamson County Emergency Services Operations Center, which more thoroughly sets forth the different phases of the work, will be executed by Williamson County and the selected A/E.

The first phase of the project shall be the Programming Phase. The site for the WC ESOC has not been chosen. Site Evaluations and Master Planning will be included in this first phase.

Programming Phase shall generally include:

1. A/E shall meet with County staff and other entities involved in the project to determine needs, including spatial and develop building program(s) for projected needs.

2. Comparative site evaluations between various currently owned County property and determine best possible site to include Master Site Plan.
3. Prepare preliminary estimate of construction cost.
4. Prepare preliminary estimate of Furnishings, Fixtures & Equipment (FF&E)
5. Provide up to three (3) separate presentations to County Project Management Team and Williamson County Executive Steering Committee.
6. Work with local government bodies, cities, and local utilities in relation to the Project.

Once the Programming Phase is complete and a site has been selected, the Design Phase, Construction Document Phase, Bidding/Proposal Phase and the Construction Administration Phase shall follow. Disciplines required include, but are not limited to: Civil, Landscape, Structural, Architectural, Mechanical, Plumbing, Electrical, Specialties (including, but not limited to: voice/data wiring, audio/visual equipment, telephone equipment, radio equipment, force protection, fire protection, security, and lightning protection) 9-1-1 Center and Emergency Operations Center related FF&E.

The said phases shall include, at a minimum, the following:

Schematic Design:

1. Based on mutually agreed-upon program, prepare, for review and approval, Schematic Design Documents.
2. Revise preliminary estimate of construction cost.

Design Development Phase:

1. Based on an approved Schematic Design documents, A/E shall prepare Design Development Documents to fix and describe the size and character of the project, including civil, architectural, structural, mechanical, electrical, and specialty systems and materials.
2. Provide Design Development submittal for review and approval. Submittal shall include, as a minimum, a master site plan, floor plans, elevations, furniture and equipment plans, and revised preliminary cost estimate.

3. Provide up to three (3) separate presentations to Williamson County Project Management Team and Williamson County Executive Steering Committee.

Construction Document Phase:

1. Provide construction document drawings and specifications including the furniture related FF&E items (including fixed and movable furniture and equipment).
2. Provide a detailed final construction cost estimate to include contingencies.
3. Provide up to three (3) separate presentations to Williamson County Project Management Team and Williamson County Executive Steering Committee. Presentations shall include furniture and finish colors and materials.
4. Obtain approvals from review and permitting authorities (local planning & building department, OCRM, DHEC, etc.)

Bidding Phase:

1. Assist in coordination of Project Manual with Information for Bidders/Proposers and Contract.
2. Attend pre-bid/pre-proposal conference and prepare answers to Bidder/Proposer questions.
3. Prepare addenda, review prior approval requests.
4. Make recommendations on Bids/Proposals received.
5. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County's construction budget at no additional cost to Williamson County.

Construction Administration Phase:

1. Attend pre-construction conference and up to two (2) on-site field meetings and inspections per week.
2. Shop drawing and submittal review.
3. Provide site observations and/or inspections as required by Williamson County.

4. Answer Contractor RFI's resolve field/design issues.
5. Prepare supplemental instructions and sketches.
6. Review contractor Applications for Payment and recommend for approval.
7. Provide substantial and final completion inspections and prepare punch lists.
8. Review and approve a final report of inspections.
9. Provide independent estimates on Proposed Change Orders. Williamson County will negotiate Change Orders with the Contractor and the A/E will provide support.

Additional Services

Additional services that may be required include, but are not limited to, any of the following:

- A. Renderings
- B. Communications Tower Design
- C. Emergency Services Administration Building Design
- D. Combination EMS Warehouse and Wireless Communications Building Design

Basic Understanding

Selected A/E shall represent Williamson County as their agent in any required approvals processes, presentations, or meetings, and promote Williamson County's best interest. A/E is responsible for submitting and presenting a minimum of three progress packages, at the appropriate phases of design. A/E shall assist contractor in obtaining all necessary permits. During construction, A/E will participate in weekly project reviews with Williamson County, as well as perform standard construction administration services.

Mandatory Pre-Qualification Meeting

All vendors submitting to this RFQ must attend in-person or via telephone, the Pre-Qualification Meeting at 2:00 PM CST on June 17, 2009, at the Inner Loop Annex, 301 SE Inner Loop, Suite 108, Georgetown, TX 78626. At this time, vendors will be able to find out

more about the project and ask any questions in reference to the project and/or RFQ. If you plan on attending via telephone, please contact Jonathan Harris in Purchasing (512-943-1692) **at least one (1) day prior** to the meeting, to obtain conference telephone information.

If a vendor submits to the RFQ, but does not attend the Pre-Qualification Meeting, their submittal will not be accepted for evaluation.

Evaluation Criteria

Each response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the Firm's technical capability and experience.

All firms submitting qualifications must provide at a minimum, their firm's expertise and capabilities as they relate to the following points A-E. All firms will be evaluated on these five (5) items.

A. Professional Qualifications

Provide documentation of the firm's capability and experience. Include:

1. Demonstration of firm's ability, including consultants, to perform the indicated services.
2. Organization Chart of the proposed team.
3. Resumes of team members, including consultants, proposed for these services. Include position, education level, professional credentials, and related experience.
4. For the offices proposed to provide these services:
 - a. Number and discipline of Professional staff employees.
 - b. Number of Non-Professional staff employees.
 - c. Total number of staff, including administration, employees.

Williamson County desires to employ a firm that specializes in hardened emergency operations and 9-1-1 emergency communications centers.

B. Specific Experience

Provide recent experience (within the past 5 years) of the design team members, individually and collectively as a team in the following categories, which are listed in order of importance:

1. 24/7/365 operating 9-1-1 Emergency Communications and Dispatch Centers with minimum on-duty staffing of ten (10) 9-1-1 call taker positions, fifteen (15) radio dispatch positions, and annual 9-1-1 call volume of at a minimum 150,000 emergency calls for service.
2. 24/7/365 operating *Fusion Centers* performing both real-time and post event analysis functions.
3. Emergency Operations Centers capable of 24/7 self-sustained operations supporting at a minimum 50 personnel for 120 hours.
4. County and Municipal Public Safety Buildings with project costs at a minimum of \$10 million minus FF&E costs (furnishings, fixtures & equipment)

C. Performance

Provide past performance ratings by government agencies and private industry with respect to work quality, performance, compliance with schedules and cost control. Provide a listing of all excellent performance ratings and letters of commendation from both private and government clients (designate your role, consultant or joint venture partner). These ratings should be dated 2000 or later. Provide a list of projects of various sizes managed by the proposed Project Team that started construction since January 2000 and, at a minimum, include the following data: current and correct client contact data, client's required completion date, design completion date, and final cost estimate compared to the contract award amount (note whether bid or negotiated). Provide brief narrative of each project listed identifying project management team practices (composition and communications plans), original project vision, scope of services performed, and final outcome of project. Describe in detail any change orders, budget adjustments or cost overruns, and any litigation or breach of contract notices.

D. Capacity

Outline of the firm's workload and ability to respond to Williamson County project requirements. The successful firm must be able to demonstrate their ability to perform the work in a timely manner. Williamson County desires to have a dedicated project team for the duration of the project.

E. Location

Provide knowledge of local site conditions and applicable regulatory requirements, and the ability of the firm to ensure timely response to requests for on-site support.

The successful firm should provide a detailed explanation of the proposed communications plan, project management scheme, and on-site support capabilities if principal offices are located outside of Williamson County, Texas. If a joint venture partnership with a local firm is the proposed solution, describe the relationship between the partnership and Williamson County in detail.

Selection Process

Firms are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs, or in addition, may have interviews with firms to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Compensation Information & Fees

Fee negotiations will be initiated once the top firm is selected. If negotiations for acceptable fees are not successful, another firm will be selected and negotiations will be initiated with the second firm. The contract award will be made by the Williamson County Commissioners Court.

Proposal Format and Due Date

Open format is acceptable, but please be succinct and follow and answer the criteria outlined in the Evaluation Criteria.

SOQs must be received in the Williamson County Purchasing Department **on or before 2:00 PM CST on Thursday, July 9, 2009**. **SOQs will be publicly recognized at 2:00 pm or soon thereafter** in the Williamson County Purchasing Department located in the Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

Seven (7) individually bound copies of the firm's/team's response are required (1 original and 6 copies), each with a PDF file of the SOQ on CD. The response must be marked "original" or "copy". All responses must be returned in a sealed envelope with the Request for Qualifications (RFQ) name, number, and recognition date clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date must be clearly marked on the outside of the delivery service envelope.

Please limit your Statement of Qualifications (SOQ) to:

- Forty (40) 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- Incorporate the least amount of plastic/laminate or other non-recyclable binding materials
- 12-pitch font size
- Single-sided

To accommodate Williamson County in evaluating submittals, please concisely answer all of the Evaluation Criteria (A through E), following the listed order and criteria headings found on the preceding pages of this RFQ.

Sealed SOQs must be hand-delivered or mailed to:

Williamson County Purchasing Department
Attn: Jonathan Harris
Williamson County Inner Loop Annex
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

Late Submissions

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

Respondent's Acceptance

By submitting a response to this RFQ, the firm certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

Commitment

Respondent understands and agrees that this SOQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this SOQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. **A blank copy of this affidavit can be found on the following page of this RFQ**

package. Respondents should complete this form and submit it as a part of their SOQ response to this RFQ.



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me by: _____

on _____
(date)

Exhibit "F"

A/E's SOQ dated July 9, 2009

Exhibit "G"

Williamson County ESOC Floor Plan
Approved September 28, 2010

