

**COURT ORDER  
2015-1562**



SOQ 2015-063-6518 for Professional Construction Project Management Services and On-Site Project Representation for the Records Building Complex Renovations – Execute Final Contract for Award

On a motion made by Commissioner Mike Cantrell, District 2, and seconded by Commissioner John Wiley Price, District 3, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 11/3/2015  
FUNDING SOURCE: General Fund

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the attached contract between Broaddus & Associates under SOQ 2015-063-6518 for Professional Construction Project Management Services and On-Site Project Representation for the Records Building Complex Renovations and authorize the County Judge to execute all related documents on behalf of Dallas County.

Done in open court November 3, 2015, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge  
Commissioner Dr. Theresa M. Daniel, District 1  
Commissioner Mike Cantrell, District 2  
Commissioner John Wiley Price, District 3  
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None  
ABSTAINED: None  
ABSENT: None

Recommended by: Gloria McCulloch  
Originating Department: Purchasing

# COMMISSIONERS COURT BRIEFING



**DATE:** November 3, 2015

**SUBMITTING DEPARTMENT:** Purchasing

**THROUGH:** Daniel Garza, Director of Purchasing

**SUBJECT: SOQ 2015-063-6518 for Professional Construction Project Management Services and On-Site Project Representation for the Records Building Complex Renovations – Execute Final Contract for Award**

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**BACKGROUND:**

On September 22, 2015, by authorization of the Commissioners Court under Court Order 2015-1325, the Purchasing Department entered into contract negotiations with Broaddus & Associates, Inc. for the aforementioned solicitation. Contract negotiations have been ongoing and a final contract has been executed by Broaddus & Associates and is attached. The purpose of this briefing is to recommend Dallas County execute the contract.

**OPERATIONAL IMPACT:**

The purpose of this contract is to provide professional construction project management services and on-site project representation for the records building complex renovations for Dallas County. The contract will be for an initial two (2) year term with the option to extend for three (3) additional one (1) year terms based on performance and funding.

**FINANCIAL IMPACT:**

Funding for this service will come out of the General Fund. The total amount paid under this contractual agreement shall not exceed the amount of five million six hundred forty-six thousand three hundred fifty-four and 00/100 dollars (\$5,646,354.00) as a guaranteed maximum price for the total project. This contract's estimated amount is subject to being either decreased or increased at the County's sole discretion. Program funding may vary from year to year based on the availability of funding.

**LEGAL IMPACT:**

The District Attorney's Office – Civil Division has approved the contract as to form. All data associated with this solicitation shall remain **"confidential"** until a fully executed contract has been approved by the Commissioners Court and signed by the County Judge.

**PROJECT SCHEDULE:**

The initial term of the contract is effective from the date of final execution by the County Judge.

**M/WBE PARTICIPATION:**

The EEO1 form has been provided to Commissioners Court.

**STRATEGIC PLAN COMPLIANCE:**

This SOQ contract complies with Vision 3 of the County's Strategic Plan – Dallas County is safe, secure and prepared.

|                        |                   |                                   |                  |
|------------------------|-------------------|-----------------------------------|------------------|
| <b>RECOMMENDED BY:</b> | <b>Purchasing</b> | <b>PREPARED BY:</b>               | Lenora Sevillian |
|                        |                   | <b>APPROVED BY<br/>DEPT HEAD:</b> | Daniel Garza     |

**RECOMMENDATION:**

The Purchasing Department, in conjunction with the District Attorney's Office – Civil Division and the Dallas County Court Administration, recommend that the Commissioners Court approve the attached contract between Broaddus & Associates under SOQ 2015-063-6518 for Professional Construction Project Management Services and On-Site Project Representation for the Records Building Complex Renovations and authorize the County Judge to execute all related documents on behalf of Dallas County.

THE STATE OF TEXAS           §  
  §  
  §  
THE COUNTY OF DALLAS       §

**PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT SERVICES  
& ON-SITE REPRESENTATION FOR THE RECORDS BUILDING COMPLEX  
RENOVATION**

**Between**

**DALLAS COUNTY (COUNTY)**

**and**

**BROADDUS & ASSOCIATES, INC. (CONSULTANT)**

**1. PARTIES:**

**Whereas**, County is a governmental entity with its principal place of business located at 411 Elm St., 2nd Floor, Dallas, Texas 75202; and

**Whereas**, Consultant is a corporation with its principal place of business located at 1301 S. Capital of Texas Hwy., Suite A-302, Austin, Texas 78746, and is legally authorized to do business in the State of Texas; and

**Whereas**, all references to Consultant Personnel include; without limitation, Consultant's employees, agents, subconsultants, and subcontractors, all of whom have been retained by Consultant to perform under this Contract; and

**Whereas**, County wishes to review redevelopment and/or renovation of approximately 450,000 square feet known as the Records Complex as described more fully in the Statement of Qualifications No. 2015-063-6518; and

**Whereas**, Consultant is the successful proposer to County's issued Statement of Qualifications No. 2015-063-6518, which includes, without limitation, related documents, addendum and general information sheets (collectively, "SOQ 2015-063-6518") for comprehensive professional project management services and onsite project representation services ("Professional Services") for the Records Complex Project ("Project").

**Therefore**, this Contract is entered into by and between County and Consultant for Consultant to provide Professional Services that are described in the

Contract and the Contract Documents, including without limitations, SOQ 2015-063-6518 and Consultant's Proposal, which includes, without limitation, Consultant's response to SOQ 2015-063-6518, Consultant's Statement of Work or Work Plan ("SOW"); and related and responsive documents (collectively, "Contract") pursuant to the authorities granted by Chapter 262 of the Texas Local Government Code, and/or Chapter 2254 of the Texas Government Code, and the Dallas County Commissioners Court approval.

**2. TERM:**

This Agreement shall become effective upon approved order of the Commissioners Court following full execution of the Agreement by the Parties (hereinafter, the "Effective Date"). This Agreement shall end after twenty four months from the date of execution, unless extended by the County. County, in its sole discretion, shall have the right, but not the obligation, to renew and/or extend this Agreement based on the existing terms, conditions and prices, for three additional 12 month periods. The County shall have the right to include additional phases of work and/or services not contemplated by this Agreement based on existing terms, conditions, and fiscal year funding, as evidenced by formal written approval of the Commissioners Court and Consultant. The term of this Agreement or any term of renewal or extension is subject to earlier termination in accordance with the provisions of this Agreement.

**3. INCORPORATED DOCUMENTS:**

The following documents are incorporated by reference as if fully reproduced herein:

County's SOQ; and

Consultant's Proposal in Response to County's SOQ (hereinafter, "Consultant's Proposal"); and

Consultant's Fee Schedule (hereinafter, "Fee Schedule"), attached hereto as Exhibit A.

**4. ORDER OF PRECEDENCE:**

In the event of any conflict or inconsistency between or among the provisions of this Agreement and any of the several incorporated documents, any other incorporated or referenced document, or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement, including any and all exhibits, attachments, addendums, and any subsequent amendments; (2) County's SOQ; and (3) Consultant's Proposal.

**5. DESIGNATION OF REPRESENTATIVES:**

Within ten (10) days of the Effective Date of this Agreement, County and Consultant shall notify the other in writing of its designated representative (County's Designated Representative or Consultant's Designated Representative) with regard to the Professional Services to be provided hereunder and provide contact information to the other for such designated representative. County's Designated Representative and Consultant's Designated Representative will act as the primary point of contact between the Parties. To the maximum extent practicable, communications between the Parties shall be through County's Designated Representative and Consultant's Designated Representative, unless otherwise provided for herein.

**6. SCOPE OF SERVICES:**

Professional Services. Consultant agrees to provide Professional Services for the Project, which include providing performance specifications and programming information for all aspects of the Project as more fully described in the following incorporated documents: (1) County's SOQ and (2) Consultant's Proposal. At the request of the County if necessary due to programming or scheduling needs, Consultant may also retain the services of certain consultants or subcontractors, including but not limited to environmental consultants, demolition contractors and other trades.

**7. CONSULTANT'S OBLIGATIONS:**

Consultant agrees to provide all Professional Services required and necessary for the proper performance and execution of the Project. The Professional Services shall include any and all work and/or services necessary to ensure the Project is successfully completed and meet any and all requirements as described herein, including all federal, state, and local regulations. Consultant acknowledges that it is County's intent to contract for complete and total Professional Services for the Project. Consultant agrees that products and services not specifically mentioned in this Agreement for Consultant to perform, but which are necessary to provide the Professional Services as described in this Agreement and the incorporated documents, including, but not limited to, Consultant's Proposal, shall be included in this Agreement as an obligation for Consultant to provide and/or perform as a part of this Agreement.

County reserves the right to perform any of the required Professional Services with its own resources, employees, or agents and to adjust the hours for payment to Consultant accordingly.

Consultant shall provide during the term of this Agreement specified deliverables as outlined pursuant to this Agreement.

Consultant shall perform each task within the Project by the targeted completion date and within the estimated budget, and shall perform all services under this Agreement within the specified term and within the maximum amount payable.

Consultant's Project Manager or Consultant's Designated Representative responsible for executing the Professional Services shall be available, at no cost to the County, for a period of not less than five (5) years following completion of this Agreement for testimony in any administrative or judicial proceedings, as directed by County.

Consultant understands that time is of the essence, and Consultant shall be fully responsible for its delays or for its failure to use its best efforts to accomplish the purposes of this Agreement. Consultant agrees to undertake all efforts to expedite the performance of Professional Services for the Project, as defined and set out herein. Consultant agrees to undertake all necessary efforts to expedite the performance of services required herein, so that on-site construction of the Project can commence and be substantially completed within the time periods agreed to by the Parties.

Consultant has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

Consultant assumes full responsibility to the County for the improper acts and omissions of its consultants or others employed or retained by Consultant in connection with the Project.

Consultant further understands that the County may appoint a Designated Representative by specific court action. If County fails to take such action, Consultant understands and agrees that the Assistant County Administrator (hereinafter, "Administrator") is deemed to act as County's Designated Representative. Consultant shall coordinate and communicate with County's Designated Representative and/or Administrator as necessary and required under this Agreement.

Consultant accepts the relationship of trust and confidence established between it and the County by this Agreement. It covenants with the County to furnish its best skill and judgment and to cooperate with the Construction Contractor, Architect, and Architect's subconsultants on the Project in furthering the interest of the County. Consultant agrees to furnish to the County all services provided for herein. Consultant shall endeavor to promote furtherance of the Project in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the County, and the requirements of this Agreement.

Consultant agrees to work under the direction of the County with the Architect and

County's other consultants from design through final completion of the Project, including the final one (1) year warranty inspection and resolution of all outstanding Project-related claims or disputes. Consultant shall provide its expertise and services in all matters relating to the Project.

Consultant understands that County intends to have the Project fully completed within the time and budget limits to be prescribed for the Project. Consultant agrees to perform the Professional Services hereunder consistent with that intention. All such construction contracts awarded for the Project shall be publicly advertised for bid and awarded by County.

Consultant shall not be considered an employee of the County, but shall occupy the status of independent contractor with the County. Consultant shall perform its tasks and duties consistent with such status, and will make no claim or demand for any right or privilege applicable to an officer or employee of the County, including, but not limited to, worker's compensation, disability benefits, accident or health insurance, unemployment insurance, social security, or retirement membership.

Consultant shall proceed with sufficient qualified personnel necessary to expedite and fully complete all Professional Services required under this Agreement in the highest professional manner consistent with the requirements of this Agreement. Consultant's personnel assigned to the Project shall be subject to County's approval, and no change in key personnel set out in Consultant's Proposal shall be made unless approved by County. County retains the right to request replacement of any personnel assigned by Consultant to the Project. County's decisions in this regard shall not be the basis for any claim for additional compensation by Consultant.

A schedule of performance of Professional Services hereunder shall be mutually agreed upon between the Parties, which shall enable the Project to proceed continuously and expeditiously. Except when caused by events beyond Consultant's control, inexcusable failure of Consultant to maintain progress in accordance with the agreed schedules shall be grounds for declaring Consultant in default of this Agreement.

Consultant shall provide regular monitoring of the Project's time schedule as the Project progress and identify potential variances between schedule and probable completion dates. Further, Consultant shall review Project's schedules for construction not started or incomplete and recommend to the County adjustments in the Project' time schedule to meet the completion date. Consultant shall provide summary reports of each monitoring, and document all changes in the Project's time schedule.

## **8. CONSULTANT'S RESOURCES:**

Consultant warrants that it has adequate qualified personnel in its employment and all required transportation, equipment, materials, supplies and any and all other goods and services for the performance of services required under this Agreement, or will be able to obtain such personnel, transportation, equipment, materials, supplies and any and all other goods and services from sources other than County. Unless otherwise specified, Consultant for the compensation received herein shall furnish all personnel, transportation, equipment, materials, supplies and any and all other goods and services required to perform the work authorized herein at its sole cost and expense. All employees of Consultant or of any subcontractor shall have all required licenses, knowledge and experience as will enable them to perform the duties assigned to them. Consultant understands and agrees that any employee of Consultant or any subcontractor who, in the opinion of County, is incompetent or whose conduct becomes detrimental to performance of the services or whose conduct reflects adversely on County shall immediately be removed from association with the Project.

## **9. RELATIONSHIP BETWEEN COUNTY AND CONSULTANT:**

Key Consultant Personnel. Certain individuals will have access to County's plans and confidential information as a requirement for fulfilling their duties, and County will become dependent on these individuals for advice and expertise (hereinafter, "Key Consultant Personnel"). Consultant shall make its best efforts to minimize changes in Key Consultant Personnel and shall promptly notify County in writing of any changes in Key Consultant Personnel. Consultant agrees that it will use reasonable efforts to replace any Key Consultant Personnel promptly with personnel of commensurate expertise and qualifications. Notwithstanding the foregoing sentence, Key Consultant Personnel may be temporarily replaced by Consultant for absences due to vacations, illness, accident or other events outside of Consultant's control without notification to County.

Removal of Consultant Personnel for Cause. County may request Consultant to remove any Consultant personnel from an assignment to perform any task, project or other duties hereunder. The reason for a removal may include, without limitation, a violation of the terms and conditions of this Agreement, including a violation of County policies, rules and regulations, a violation of local, state, federal or municipal statutes, rules or regulations, or an individual's engagement in activities that could be detrimental to County or County's personnel or upon a determination that an individual simply is not compatible with County personnel. Such individual may be retained by Consultant, even if such individual no longer performs assignments for County. County's selection and use (or nonuse) of its rights and remedies regarding Consultant's Key Personnel and other personnel shall not affect in any way Consultant's responsibilities, liabilities, or warranties under this Agreement.

County Site Rules and Regulations. Consultant, its employees, subcontractors, agents and representatives, while on County property, shall observe and comply with all County site rules and regulations, including, but not limited to, parking and security regulations. County, in its sole discretion, shall approve all of Consultant's employees, subcontractors, agents and representatives requesting and/or requiring access to any County site or facility prior to admittance on County property.

County Security Policies and Procedures. Consultant agrees that it will comply with all County policies and procedures applicable to the security and safety of County's information in the possession of Consultant, and shall establish and maintain safeguards for the protection thereof.

Independent Obligation of Consultant to Continue Performance. Because of the critical importance of the obligations undertaken by Consultant hereunder to the operations of County and the substantial expertise (not otherwise possessed by County) that Consultant has represented it will utilize in connection with the fulfillment of its obligations and the reliance of County on such expertise for the fulfillment of its objectives, Consultant assumes an independent obligation to continue performance of its obligations hereunder in all respects regardless of any dispute that may arise between County and Consultant in connection with any claims by Consultant that County has materially breached its obligations hereunder.

Consultant's Subcontractors/Agents. Consultant shall retain responsibility for the acts or omissions of all of its employees, subcontractors, agents and representatives in connection with the performance of its obligations hereunder. Consultant shall be responsible for all payments to, and claims by, such employees, subcontractors, agents and representatives relating to performance or nonperformance under this Agreement. Subcontracting shall not relieve Consultant of its responsibility for the performance of any of its obligations hereunder.

County Access to Consultant Personnel. Without limitation on any other obligation of Consultant or right of County hereunder, Consultant agrees that It shall, upon request by County, provide to County equal access to Consultant's specialized technical personnel and resources consistent with access provided to Consultant's other clients receiving the same type of services described herein.

#### **10. MECHANISMS TO IDENTIFY AND AVOID CERTAIN PROBLEMS:**

Designated Representatives. In accordance with Section 5 (Designation of Representatives), County and Consultant shall, within ten days of the Effective Date of this Agreement, each designate in writing one individual to serve as its designated representative during the term of this Agreement. This individual (County's Designated Representative or Consultant's Designated Representative as appropriate) shall be deemed to have authority to issue, execute, grant or provide any approvals, requests, notices or other communications required hereunder or requested by the other Party. This authority does not include the authority to amend or modify this Agreement, including the approval of change orders.

Designated Project Manager. Within ten (10) days of the Effective Date of this Agreement, Consultant shall designate in writing one (1) individual to serve as its designated Project Manager with regard to the Professional Services to be provided hereunder during the term of this Agreement and any period of renewal and/or extension and provide contact information to County for such designated Project Manager. This individual (Consultant's Project Manager) may be the same individual as Consultant's Designated Representative. Consultant shall promptly notify County in writing of any changes in its Project Manager, subject to approval by County as to qualifications. County reserves the right to require Consultant to remove Consultant's Project Manager if his or her services are unacceptable to County. In such an event, Consultant shall remove the Project Manager promptly and, within a reasonable time, provide for a replacement Project Manager who is both qualified and competent to manage the services required under this Agreement. Consultant shall ensure that its Project Manager has the necessary qualifications and technical skills to be an active member of the overall project team providing Professional Services. Consultant's Project Manager must have the ability and authority to make on-site decisions when necessary and required.

Review Meetings and Progress Reports. During the term hereof and any period of renewal or extension, and as requested by County's Designated Representative and/or Consultant's Designated Representative, as well as additional personnel involved in the performance of this Agreement, the Designated Representatives of the Parties shall periodically meet at a location designated by the Designated Representatives of the Parties or conduct a telephone conference call for planning purposes and to discuss the progress made by Consultant and County in the performance of their respective obligations hereunder. In order to facilitate proper management of the performance of this Agreement, Consultant shall, at each such meeting, provide County with a written notice, in accordance with Section 30 (Notice) of this Agreement, sent to County return receipt requested, in which Consultant identifies any problem or circumstance encountered by Consultant, or which Consultant gained knowledge of during the period since the last such status report (including, without limitation, the failure of County to perform, any delay of County in performing, or the inadequacy in the performance of County of any of County's obligations) which (i) may prevent or tend to prevent Consultant from completing any of its obligations hereunder; or (ii) may cause or tend to cause County to generate fees, costs or other charges under this Agreement. Before performing any service that will result in a charge to County, Consultant shall identify the amount of charges, if any, and the cause of any identified problem or circumstance and steps taken or proposed to be taken by Consultant to remedy same.

Effect of Consultant's Failure to Identify Certain Problems. In the event Consultant fails to specify in writing any problem or circumstance referred to in part (c) with respect to the period during the term hereof covered by Consultant's status report, it shall be conclusively presumed for purposes of this Agreement that no such problem or circumstance arose during such period, and Consultant shall not be entitled to rely upon such problem or circumstance as a purported justification for either:

(i) claiming it is entitled to receive any amount (including, without limitation, damages or additional charges arising out of a breach by County) with respect to any of Consultant's obligations hereunder in excess of those previously agreed to; or (ii) failing to complete any of Consultant's obligations hereunder. Submission by Consultant of the status reports pursuant to part (c) above shall not alter, amend, or modify Consultant's or County's rights or obligations pursuant to any provision of this Agreement.

Effect of County's Failure to Perform County's Obligations. For any problem or circumstance included in any of Consultant's status reports that Consultant claims was the result of County's failure or delay in discharging County's obligations under this Agreement, County shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If County agrees as to the cause of such problem or circumstance, then the performance time shall be considered extended for a period of time equivalent to the time lost because of such delay. Other than such extension of time, County shall not be liable to Consultant for delay to Consultant's services by the act, neglect, or default of County, its agents, employees, or designees, or any cause beyond County's control.

#### **11. PROGRESS:**

Upon written approval of the schedule by County, Consultant shall, subsequent to the receipt of notice to proceed, immediately begin the Professional Services described in this Agreement. At the request of either County or Consultant, a meeting may be held at Consultant's office, County's office, or at other agreed upon locations. The objectives of such schedules and meetings will be to complete the services in an expeditious manner and in a time period that is in accordance with the completion date.

Consultant shall confer with County during the progress of the Professional Services on a regular basis. Consultant shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by County in order to evaluate the progress of the services.

Consultant shall reasonably and promptly provide the County with a written list of specific information or other deliverables required from the County, and the deadline for providing such information or deliverables, so that County shall have sufficient time to provide such information without delaying progress.

#### **12. ADDITIONAL SERVICES:**

During the term of this Agreement or any period of renewal or extension, County may desire to obtain services from Consultant that are not within the scope of Consultant's obligations hereunder (hereinafter, "Additional Services"). As soon as reasonably practicable and in any event, within thirty (30) business days after

Consultant's receipt of County's request for Additional Services, Consultant shall submit to County Consultant's proposal for the provision of Additional Services, including Consultant's proposed charges for the Additional Services. Consultant shall not charge County for professional rates in excess of Consultant's rates previously established in Consultant's Work Plans. Notwithstanding any other provision of this Agreement or any incorporated or referenced document or any exhibit, attachment or associated document, County may, in County's sole discretion, obtain Additional Services from professionals or professional firms other than Consultant.

### **13. AGREEMENT CHANGE ORDERS:**

County Change Orders. During the term of this Agreement or any period of renewal or extension, County or Consultant may propose changes in Consultant's obligations hereunder related to Additional Services (hereinafter, "Change(s)"), and all such Changes shall be implemented pursuant to the procedures set forth in this Section (hereinafter, "the Change Order Procedures"), subject to approval by the Commissioners Court. If County desires to propose a Change, it shall deliver a written notice to Consultant's Designated Representative describing the proposed Change and establishing a reasonable period for Consultant to respond (hereinafter, "Change Order"). Consultant shall respond to such proposal within the time stated in the proposal by preparing, at Consultant's expense, and delivering to County's Designated Representative a written document (hereinafter, "Change Order Response"), indicating:

- i. the effect of the proposal, if any, on the amounts payable by or entitled to County under this Agreement and the manner in which such effect was calculated;
- ii. the effect of the proposal, if any, on Consultant's performance of its obligations under this Agreement, including the effect on required service levels;
- iii. the anticipated time schedule for implementing the proposal; and
- iv. any other information requested in the proposal or reasonably necessary for County to make an informed decision regarding the proposal, including the effect of the proposal on County's costs and expenses relating to the services provided herein.

Consultant Change Order Requests. If Consultant desires to propose a Change to Additional Services, it shall deliver a written request (hereinafter, "Consultant Change Order Request") to County, which shall include the information described above in part (a) above for a Change Order and Change Order Response.

Compliance with Change Order Procedures. No Change to the Additional Services shall become effective without the prior written approval of the Commissioners Court

on behalf of County. If County elects to accept Consultant's offer set forth in the Change Order Response or the Consultant Change Order Request, as the case may be, any such Change shall thereafter be deemed part of Consultant's obligations hereunder and this Agreement shall be deemed amended accordingly. Under no circumstances shall Consultant be entitled to payment for any work or services rendered under a Change Order that has not been approved by the Commissioners Court on behalf of County in accordance with the Change Order Procedures described in this Section. Notwithstanding any other provision of this Agreement or any incorporated or referenced document or any exhibit, attachment or associated document, Consultant acknowledges that it is expected to accomplish normal and routine tasks associated with its obligations hereunder within the schedule of charges provided for in Consultant's Fee Schedule, attached hereto as Exhibit A.

#### **14. INCREASE IN CHARGES PURSUANT TO CHANGE ORDERS:**

If either Party proposes a Change in or addition to the products or services to be provided hereunder pursuant to the Change Order Procedures, the price for such Change or addition shall be determined in the manner set forth below:

To the extent the proposed Change or addition can be accommodated within the existing level of resources then being used by Consultant in performing its obligations hereunder, and without degradation to Consultant's compliance with all applicable performance requirements, the charges payable by County under this Agreement shall not be increased. To the extent a Change or addition proposed by either Party will lower Consultant's cost to fully perform its obligations hereunder, the charges payable by County under this Agreement shall be equitably adjusted to reflect such projected cost savings.

To the extent the proposed Change or additional products and/or services are not subject to clause (i) above, Consultant shall quote County a charge for such Change or addition in accordance with its then effective special and/or discounted rates. Consultant shall include with its quote the information used by Consultant to determine its costs and a certificate, signed by an executive officer of Consultant, certifying that such quote complies with this clause (ii). At County's request, Consultant shall provide to County's auditors the information reasonably necessary for County to verify such compliance. If County's auditors determine that the quote proposed by Consultant did not comply with this clause (ii), the charges to County shall be equitably adjusted to a rate that does comply with this clause (ii), retroactive to the first date on which Consultant provided the changed or additional products and/or services, and Consultant shall reimburse County for the cost of the audit.

#### **15. ACCEPTANCE OF PHASES AND STAGES:**

Depending upon the nature of the equipment, products, services, and/or related deliverables being provided to County under this Agreement, the Parties may agree and set forth a schedule whereby Consultant shall perform its obligations according to two (2) or more phases or stages. In such event, each such phase or stage of

performance shall constitute a separate obligation of Consultant, the performance of which shall be subject to all remedies available to County pursuant to this Agreement in the event County is not fully satisfied with the services.

**16. TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:**

County agrees to compensate Consultant for approved expenses incurred and for documented services performed, subject to the following limitations:

Compensation for Professional Services. Consultant has agreed to be compensated for the Professional Services as described herein and at the established rates as specified in accordance with Consultant's Fee Schedule, attached hereto as Exhibit A.

Not-to-Exceed Amounts. Consultant understands and agrees that the total not-to-exceed amount payable for performance of the Professional Services described herein for the Project shall not exceed \$5,646,354.00 ((which includes \$348,100 for Exploratory Demo, Inventory of Historical Materials, Crating and Delivery to Dallas County storage area) as described in Consultant's Fee Schedule attached hereto as Exhibit A, unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. Consultant assures County that it will not perform services that would cause the amounts payable to Consultant for the Professional Services described herein to exceed the established maximum amounts payable without following the procedures described in this Agreement. County shall not pay for any services that would cause the amounts payable for services specified herein to exceed the established maximum amount payable without a formal written amendment approved by the Commissioners Court evidencing such.

County will only be obligated to pay those funds to Consultant as specified and expended in accordance with this Agreement, as specifically set forth in parts (a) and (b) above. County shall not be liable for any cost or expense incurred by Consultant in the performance of this Agreement other than as stated herein.

During the performance of the Professional Services described herein, Consultant shall monitor the cumulative billings against the estimated budget and send County written notification when such billings reach eighty percent (80%) of the maximum payable amount for the Professional Services. Said notice shall advise County as to whether the remaining balance is sufficient to complete the remainder of the Professional Services required for the Project. Should the balance not be sufficient, Consultant shall submit an estimated budget and description of the services required to complete the Project. County shall have sole discretion to decide whether to approve additional funding for the services, reduce the scope of the services, or any combination thereof.

Consultant understands and agrees that any funds paid under this Agreement are contingent upon delivery of the services as described in this Agreement and the several incorporated documents.

Consultant shall be responsible, as part of the compensation amounts listed herein, for all equipment, materials, goods, services, and other out-of-pocket expenses necessary and/or related to the fulfillment of the requirements of this Agreement, unless otherwise specifically stated in this Agreement. Consultant's responsibilities include, but are not limited to, employee compensation, including, but not limited to, payment of all taxes, travel, lodging, equipment, and all other necessary goods, services, and materials.

Nothing contained in this Section shall require County to pay for any services or work that is unsatisfactory as determined by County, or which is not submitted in compliance with the terms of this Agreement. County shall not be required to make any payments to Consultant when Consultant is in default under this Agreement, nor shall this Section or any other provision of this Agreement constitute a waiver of any right, in law and/or in equity, which County may have if Consultant is in default, including the right to bring legal action for damages. Default shall include, but not be limited to, the failure to complete Consultant's services in accordance with the performance schedule and in accordance with the terms, conditions and/or requirements contained in this Agreement.

Consultant shall neither perform services nor incur costs which would cause the amounts payable to Consultant to exceed the maximum amounts payable stipulated in this Agreement. County shall not be liable for any cost nor make payments to Consultant that would cause the amount paid to Consultant to exceed said maximum amounts payable.

Consultant is authorized to submit periodic requests for payment within thirty days after costs are incurred as authorized herein, but no more frequently than monthly. The request for payment shall be made using forms acceptable to County and shall show the total amount earned and amount paid to date of submission of invoice for the Project, and the amount due and payable on the current billing. All requests for payment shall be accompanied by authenticated time sheets indicating the hours for personnel and/or equipment that were actually used in performance of this Agreement and that support the request for payment. Such requests for payment and time sheets shall be mailed to the address shown in Section 30 (Notice).

County will only be obligated to pay for those required and necessary Professional Services actually performed and documented to County's satisfaction.

Payment will be made to Consultant by County upon receipt of a verified and proper billing or request for payment for services actually rendered and supported with required documentation. Any payments by County to Consultant may be withheld if the Consultant fails to comply with County's requirements, performance objectives, or other requirements relating to Consultant's performance of work and services under this Agreement. County shall pay Consultant only for those costs that are allowable and as stated in this Agreement. All billings or requests for pay, including any and all change orders, shall be reviewed and evaluated by County for compliance with this Agreement. All billings or requests for payment must have appropriate supporting documentation before they will be approved. County shall

have the right to withhold all or part of any payments to the Consultant to offset any unallowable costs, including, but not limited to, reimbursements made to Consultant for ineligible expenditures and undocumented units of services billed.

Consultant's invoices shall be fully documented in accordance with specifications. Consultant agrees to submit complete, fully documented, and accurate itemized invoices with appropriate attachments, submittals, and other documentation, as required by County.

County shall make payment to Consultant upon receipt of a verified and proper invoice or request for pay in accordance with Texas Government Code, Chapter 2251, provided County shall be entitled to retain 10% from each payment until final completion as reasonably determined by County.

County agrees to review Consultant's invoices and will forward payment for undisputed amounts to Consultant within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.

The Dallas County Auditor is responsible for monitoring the fiscal transactions under this Agreement and shall resolve any dispute between the Parties regarding County's payments to Consultant for services rendered under this Agreement.

#### **17. REPORTING AND ACCOUNTABILITY:**

Reporting. Consultant agrees to submit all required documentation, reports, and other submittals requested by County or its consultants, on a timely basis and in accordance with the specified time frames. Penalties for delinquent reporting may include withholding of payments until such time all reports are received.

Accountability. Consultant shall promptly advise County in writing of events which have significant impact upon the Agreement or the Project, including but not limited to:

Problems, delays or adverse conditions which will materially affect the ability to meet time schedules or goals or preclude the attainment of Project services by established time periods. This disclosure shall be accompanied by a statement of any action taken, or contemplated, and any County assistance needed to resolve the situation.

Favorable developments or events which enable Consultant to meet time schedules and goals sooner than anticipated or to produce more services than originally projected.

- i. Consultant shall coordinate all services with County's Designated Representative or with such other person as may be designated by County's Designated Representative in writing.
- ii. Consultant shall report progress on services undertaken to County's Designated Representative at not greater than bi-weekly intervals.

## 18. RECORDS:

Access to Contract Information. Consultant agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any and all information, documents, records, books, data, materials, and other supporting documentation that relates to the Professional Services provided hereunder and are pertinent to the fulfillment of the requirements of this Agreement (hereinafter, "Contract Information") in order to make audits, examinations, excerpts, transcripts and copies of such documents. Such Contract Information shall include any and all information, documents, records, books, data, materials, and other supporting documentation of the Consultant that relate to the services provided hereunder and are pertinent to the fulfillment of the requirements of the Agreement. This right of access also includes timely and reasonable access to the Consultant's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such Contract Information. All such Contract Information shall be furnished to the requesting party in Dallas County, Texas.

Ownership of Contract Information. Consultant acknowledges and agrees that any and all Contract Information is and shall remain the property of County at all times, unless otherwise provided herein. Consultant further acknowledges and agrees that the Contract Information shall not be used by the Consultant for any purpose other than in connection with performance of the services, disclosed, sold, assigned, leased, or otherwise provided to third parties by the Consultant, or commercially exploited by or on behalf of the Consultant, its employees, officers, agents, subcontractors, suppliers, invitees, or assigns in any respect. Consultant shall have physical custody and access to the Contract Information during the term of this Agreement and any renewal or extension, but only to the extent that such custody and access is reasonably necessary for Consultant to perform its duties and obligations under the Agreement. Consultant shall not delete or destroy any Contract Information or media on which Contract Information resides without the prior written authorization of County. At no cost to County, the Consultant shall, upon request by the County or upon termination, expiration or cancellation of the Agreement, promptly, but no later than ten (10) business days thereafter, return to County, in the format and on the media in use as of the date of the request or the date of termination, expiration or cancellation, any and all requested portions of any Contract Information it may possess or control.

Maintenance of Records. Any and all Contract Information shall be kept and maintained in standard form. Such Contract Information shall be made available in Dallas County subject to inspection by the County or authorized personnel of the County upon request. County shall retain the right to audit the Contract Information, in whatever form, at its discretion, upon reasonable notice to the Consultant. Consultant shall ensure that any and all electronic information or data is compatible with the County's ability to record and read such data and the Consultant shall provide electronic data in a format compatible with the County's information technology capabilities. Consultant shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of the Agreement,

records of services performed, records of payments or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contract Information.

Audit of Contract Information. The County's auditor, its assigns, or any other authorized personnel of the County shall have the unrestricted right to audit any and all Contract Information related to the Agreement. Such Contract Information shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should the County determine it reasonably necessary, the Consultant shall make any and all Contract Information available to authorized personnel of the County, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of the services performed under this Agreement.

Retention of Contract Information. Any and all Contract Information shall be maintained and kept by the Consultant for a minimum of four (4) years and ninety (90) days after termination, expiration or cancellation of the Agreement. If any litigation, claim or audit involving any Contract Information begins before the specified period expires, the Consultant must keep the Contract Information for not less than four (4) years and ninety (90) days and until all litigation, claims or audit findings are resolved, whichever is later. Consultant is strictly prohibited from destroying or discarding any Contract Information, unless the time period for maintaining such under this Section has lapsed.

#### **19. CONFIDENTIALITY:**

The Parties acknowledge and agree that the County is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter, "PIA"). Notwithstanding any other provision, the Parties agree that in the event that any provision of the Agreement, or other documents related to the Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the PIA, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, its Commissioners, County Judge, elected officials, appointed officials, department heads, and employees (hereinafter, "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas (hereinafter, "Texas Attorney General") in regard to the application of the PIA to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of the County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. The Consultant hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by Consultant or in the possession or knowledge of the County that is determined by the County or in reliance on any advice, decision

or opinion of the Texas Attorney General to be available to the public or any persons.

Notwithstanding subsection (a) above, the Parties agree, to the extent permitted by the PIA, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to the Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under the Agreement, unless prior written notification is given by the County that such specified item will be released under the PIA.

Consultant understands and agrees that it is the County's agent for purposes of the PIA. As such, the Consultant is subject to the PIA and shall fully comply with the requirements of the PIA. Upon notification from the County of a PIA request for Contract Information, the Consultant shall cooperate with and assist the County in responding to the PIA request for such Contract Information. If all or some of the requested Contract Information is in the custody, control or possession of the Consultant, the Consultant shall promptly make available and produce the Contract Information to the County at no cost to the County. Upon receipt of the Contract Information, the County will review it to determine if the requested Contract Information is public information under the PIA or is excepted from required public disclosure under the PIA. Consultant understands and agrees that it is a criminal offense if an agent falls or refuses to give access to, or to permit or provide copying of, public information to a requestor under the PIA. Consultant further understands and agrees that the PIA has established criminal penalties for violations of the PIA. Under no circumstances shall the Consultant refuse or fail to make available any Contract Information requested pursuant to the PIA or otherwise violate the PIA. In the event the Consultant refuses to make available and/or produce any requested Contract Information, fails, for whatever reason, to comply with the requirements of the PIA, or otherwise violates the PIA, such refusal, failure, or violation shall constitute an event of breach or default on the part of the Consultant under the terms of this Agreement, and the County may pursue any and all legal and equitable remedies, in addition to any other rights or remedies afforded hereunder, against the Consultant. Consultant agrees to indemnify and hold harmless the County for damages or penalties resulting from its refusal or failure to make available and/or produce requested Contract Information under the PIA or its violation of the PIA.

Consultant may charge for the cost of producing copies of or providing access to public information in accordance with Subchapter F of the PIA, Sections 552.261 through 552.274, and the Texas Building and Procurement Commission's cost rules, Sections 111.61 through 111.71 of the Texas Administrative Code (specifically TAC §§ 111.63 and 111.70). A link to the most recent cost rules may be found online at <https://texasattorneygeneral.gov/og/charges-for-public-information> to assist Consultant in determining charges for the cost of producing copies of or providing access to public information.

**20. CONFIDENTIAL OR PROPRIETARY MARKING:**

Any information or documents the Consultant uses in the performance of the services provided under this Agreement that Consultant considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the PIA or otherwise required by law.

**21. CONSULTANT'S REPRESENTATIONS AND WARRANTIES:**

Consultant represents and warrants that:

It is a corporation duly incorporated, validly existing and in good standing;

It has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder;

The execution, delivery and performance of this Agreement have been duly authorized by it;

It shall comply with all applicable laws and regulations applicable to Consultant and shall obtain all applicable permits and licenses required of Consultant in connection with its obligations hereunder;

It is not a party to any pending litigation, the resolution of which is reasonably likely to adversely affect the ability of County or Consultant to fully perform their respective obligations hereunder, nor is any such litigation reasonably contemplated. Consultant agrees to inform County in the event any such litigation occurs or becomes reasonably contemplated during the term hereof;

It will perform the Professional Services in accordance with high professional standards in the applicable area or areas of expertise required to perform such services, and all Consultant's personnel shall be fully qualified to perform the tasks assigned to them. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such services, then Consultant will perform all services in a good and workmanlike manner, which also is to say that Consultant has completed the job, work, or provided the service and has substantially performed the job, work, or provided the service, for if the job, work, or service is not complete and is not substantially complete, it does not meet the test of being good and workmanlike;

The Professional Services shall be free from defects in performance, shall conform strictly to the specifications described in this Agreement and any and all exhibits, attachments, or addendums to this Agreement, and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement. Without limitation on any other rights of County hereunder, Consultant further warrants that in the event of its failure to fulfill all or part of the warranty in this subsection (g) at any time during the period Consultant is providing services to County, Consultant

shall take all necessary or appropriate actions to correct such failure, at no cost to County. Consultant will use its best efforts and correct any such failure as promptly as practicable in the most expeditious manner practicable;

It will cooperate with County in County's performance of its obligations under this Agreement;

Except in the performance of this Agreement, it has not disclosed, nor will it disclose, any confidential County information, including County banking and other information protected by law;

It is not a party to any agreement with a third party, the performance of which is reasonably likely to adversely affect the ability of County or Consultant to fully perform their respective obligations hereunder;

It has read and fully understands this Agreement and the Parties' rights and obligations hereunder;

It, to the best of its knowledge, has no actual or potential conflicts of interest in providing services to County under this Agreement and that Consultant's provision of services under this Agreement, to the best of its knowledge, would not reasonably create an appearance of impropriety;

Neither it nor any person or entity participating financially in this Agreement has received compensation from County for participation in or for the preparation of specifications for this Agreement. Consultant represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement; and

It has, prior to providing the services under this Agreement, made a personal inspection of the structures and premises at the County location where the services are to be performed under this Agreement and determined it to be ready and operational for the services to be provided hereunder, and is thoroughly acquainted with all matters related to the services and performances of this Agreement.

## **22. INDEMNIFICATION:**

**DALLAS COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE: (1) CAUSED BY ANY ACT OR OMISSION OF CONSULTANT, ITS SUBCONTRACTORS,**

EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONSULTANT OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONSULTANT OR ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES OR ASSIGNS ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONSULTANT THROUGH SUCH USE.

CONSULTANT ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONSULTANT AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONSULTANT, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONSULTANT; (6) THE SERVICES UPON OR

ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONSULTANT HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONSULTANT, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONSULTANT'S USE OF THE AREA. CONSULTANT FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER.

APPROVAL AND ACCEPTANCE OF CONSULTANT'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONSULTANT, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONSULTANT SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONSULTANT AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONSULTANT, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR

THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONSULTANT'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONSULTANT'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HASVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.

THESE PROVISIONS SHALL SURVIVE TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID,VOIDABLE, INVALID OR UNENFORCEABLE.

**23. INSURANCE:**

Consultant agrees that at all times during the Term of this Contract it will maintain for itself, including its officers, employees, agents, volunteers and independent/subcontractors, (collectively, "Consultant"), and require its agents, volunteers and subcontractors to maintain as the case may be, in full force and effect insurance as provided herein.

No later than ten (10) calendar days after the Effective Date of this Contract, Consultant shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any Services. Consultant shall, in the stated ten (10) calendar day period, furnish to the Dallas County Director of Purchasing (at the address provided below in this Insurance Section) a Certificate of Insurance confirming verification of the insurance coverage in the type and amount required herein (including copies of all policies), meeting all conditions in this Contact, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such Certificate of Insurance shall show the County as the certificate holder (general liability insurance). Copies of all policies shall be provided as soon as practicable, if not available during the ten-day period. Coverage dates shall be inclusive of the Contract Term and each renewal period, if any.

Such insurance shall provide, at a minimum, the following coverages, provided however that Consultant also agrees to provide (and to require its subcontractors or subconsultants to provide) different or additional insurance as may be requested by County in the future:

- i. Workers Compensation Insurance. The Consultant shall provide and maintain during the life of the Contract Workers' Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of its employees assigned to operate or work under this Agreement. In the event the Consultant elects to sublet any work, Consultant shall require its subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are afforded protection by Consultant.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

- ii. Commercial General Liability. Commercial General Liability Insurance coverage shall carry limits of One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of Two Million and 00/100 Dollars (\$2,000,000.00), and a products and completed operations aggregate of Two Million and 00/100 Dollars (\$2,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Consultant's obligations, including indemnity obligations, herein; personal injury/advertising liability; medical payments; fire damage legal liability; broad form property damage, or liability for independent contractors.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

- iii. Comprehensive Automobile Liability. Comprehensive Auto Liability Insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the County.

- iv. Professional Liability – Insurance Requirements. Consultant shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in force during the term of the Contract and thereafter for an additional five years from date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in an amount of not less than \$1,000,000 single limit, with certificates evidencing such coverage to be provided to the County prior to the commencement of any work.

Consultant agrees that, with respect to the above referenced Commercial General Liability and Automobile Liability insurance, all insurance contracts/policies will be provided on an occurrence, not claims-made basis, and will contain the following required provisions:

- v. Additional Insureds. Name County, Including its elected officials, officers, employees, agents, volunteers, independent/subcontractors, as additional insured on a primary, non-contributory basis for all claims or liability arising out of Services provided under this Contract by Consultant and its contractors or subcontractors as to all applicable coverage. Additional insured coverage shall be provided under ISO forms CG 20 38 and CG 20 37, or their substantial equivalent. If endorsements other than the specified forms are used, copies of all additional insured endorsements shall be provided together with the Certificate of Insurance required above.
- vi. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given both by Consultant and by the insurance company to the County.
- vii. Provide for an endorsement that the "other insurance" clause shall not apply to the County where the County is an additional insured on the policy with the coverage on this policy to be primary and non-contributory to the extent required by this Contract.
- viii. Provide notice to the County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to:

*Dallas County Director of Purchasing  
Records Building,  
509 Main Street, 6<sup>th</sup> Floor, Room 623  
Dallas, Texas 75202-5799*

- ix. Consultant agrees to waive subrogation, and each applicable policy of insurance shall state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents

and representatives, for injuries, including death, property damage and/or any other loss.

Consultant shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an Insurance company should deny coverage.

It is the intent of these requirements and provisions that Consultant's insurance covers all cost and expense so that the County, including its elected officials, officers, employees, agents, volunteers, independent/sub-contractors, collection site owners and their agents will not sustain any expense, cost, liability or financial risk as a result of the performance of Services under this Contract.

**Insurance certificates.** The Certificates of Insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference this Contract for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Consultant under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the *Dallas County Director of Purchasing* located at the *Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202* within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

All insurance coverage shall be on a per occurrence basis or a per claim basis if Contractor provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County's Director of Purchasing and Risk Manager.

All insurance required to be carried by Consultant and/or subcontractors under this Contract shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Consultant.

Minimum insurance is a condition precedent to any Services performed under this Contract and for the entire Term of this Contract, including any renewals or extensions. In addition to any and all other remedies County may have upon Consultant 's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- x. Order Consultant to stop Services hereunder, which shall not constitute a Suspension of Services;

- xi. Withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
- xii. At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
  - 1) termination of this Contract;
  - 2) demand on any bond, as applicable;
  - 3) the right of the County to complete this Contract by contracting with the "next highest rated proposer." Consultant will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Consultant on demand; or
  - 4) any combination of the above;
- xiii. Any combination of the above.

Consultant shall promptly advise County In writing of any claim or demand, against County or Consultant, known to Consultant related to or arising out of Consultant's activities under this Contract

Approval, disapproval or failure to act by the County regarding any insurance supplied by Consultant shall not relieve Consultant of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Consultant from liability.

Acceptance of the Services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their Services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the Services performed by Consultant, its employees, subcontractors, and agents.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the Services covered under this Contract.

**Survival.** The provisions of this Section shall survive completion, suspension, cancellation, termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

**Insurance Lapse.** Pursuant to Section 94.73 of the Dallas County Code, if the Consultant fails to maintain the insurance required under the Contract continuously at all times during the period stated in the Contract, or otherwise has a lapse in any of the required insurance coverage, including workers' compensation coverage the Consultant shall reimburse the County for any and all costs, including attorney's fees incurred by the County in curing said default. In the event of any insurance lapse, the County shall retain five percent (5%) of the value of the total Contract Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Contract has ended, whichever is later, to cover the County's potential exposure to liability during the period of the insurance lapse.

**INDEMNITY.** Consultant further agrees to indemnify County for any penalties, fines, jury awards, court costs, litigation expenses, and attorneys' fees incurred by County due to Consultant's failure to maintain the required insurance at all times during the Term of the Contract. Consultant, at its own expense with Counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Consultant's failure to maintain insurance at all times during the Term of the Contract. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Consultant in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Consultant may reasonably request with regard to such defense, subject to the reimbursement by Consultant of all costs and expenses occasioned by the County's cooperation in such defense. Consultant agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

**24. NO DAMAGE FOR DELAY:**

Consultant shall not be entitled to, and hereby expressly waives, recovery of any damages suffered by reason of delays of any nature, and extension of time shall constitute the sole liability of County and Consultant's sole remedy for delays.

**25. EXPENSES:**

Consultant shall be responsible for all costs and other out-of-the-pocket expenses related to the fulfillment of the requirements of this Agreement, unless otherwise provided in this Agreement.

**26. NONPERFORMANCE:**

Consultant's non-performance of the specifications and/or requirements of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. Any increased cost or damage to County arising from Consultant's default, breach of contract or violation of terms shall be paid to the County by Consultant upon demand. County shall not pay for work, equipment, services, expenses, or supplies that are unsatisfactory or

unauthorized. At County's sole discretion and with written notice by County, Consultant may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Consultant's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Consultant, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Consultant to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated Consultant's rate and subsequent consultant's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Consultant. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or as limiting or waiving County's right to terminate this Agreement under any other provisions herein.

#### **27. SUSPENSION:**

Should County desire to suspend the Professional Services but not terminate the Agreement, County shall issue a written order to stop the services, which shall specify the terms of the suspension. Consultant shall stop all services as set forth in this Agreement and will cease to incur costs to County during the term of the suspension. Consultant shall resume work when notified to do so by County in a written authorization to proceed. Suspension of work does not extend the contract period. If additional time is required to complete the services because of the suspension, an amendment will be executed between the Parties and approved by the Commissioners Court. If the Consultant is delayed by the County due to a suspension of work or for any other cause or reason, Consultant's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Agreement and not damages.

#### **28. DISPUTES:**

County's Designated Representative and Consultant's Designated Representative shall negotiate in good faith toward resolving disputes arising under this Agreement. In the event they are unable to reach an acceptable resolution of disputes concerning the services to be performed under this Agreement, County's Designated Representative shall present unresolved disputes arising under the terms of this Agreement to the Commissioners Court. The decisions of the Commissioners Court as it pertains to unresolved disputes shall be final and binding. Violation or breach of contract terms by Consultant may be grounds for termination.

Any additional or increased cost arising from the termination shall be paid by Consultant.

## **29. TERMINATION:**

County may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to Consultant with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate Consultant in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of cancellation, Consultant shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Consultant shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. To the extent reimbursement is permitted, County will reimburse Consultant for non-cancelled obligations that were authorized and incurred prior to the termination date. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid by County to Consultant under this Agreement and any and all County data, documents and information in Consultant's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason whatsoever, subject County to liability.

Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to Consultant.

With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons, which shall be a material breach of the Agreement:

- i. Lack of, or reduction in, funding or resources in accordance with Section 47 (Fiscal Funding Clause);
- ii. Non-performance by Consultant as described in Section 26 (Nonperformance) or Consultant's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
- iii. Consultant's failure to provide the required insurance in accordance with Section 23 (Insurance);
- iv. Consultant's improper, misuse or inept performance of services under this Agreement;

- v. Consultant's failure to comply with the terms and provisions of this Agreement;
- vi. Consultant's submission of invoices, requests for payment, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- vii. Consultant's failure to comply with County's reporting requirements, performance objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- viii. Consultant's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- ix. Consultant's failure to provide County with proper notice of an assignment and obtain County approval of such assignment in accordance with Section 37 (Assignment);
- x. If Consultant becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- xi. Consultant's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

Should County terminate this Agreement as herein provided, no costs other than costs due and payable at the time of termination, shall thereafter be paid to Consultant. In determining the value of the services performed by Consultant prior to termination, County shall be the sole judge. Payment for services at termination will be based on services complete at that time, subject to the conditions established in the paragraph following.

In the case of partially completed services, eligible costs will be calculated on the **actual number of hours of services expended** authenticated and documented to the satisfaction of County multiplied by the hourly rate for the appropriate unit authorized in Consultant's Work Plans, incurred to the date of termination remaining unpaid.

If Consultant defaults in performance of this Agreement or if the County terminates

the Agreement for fault on the part of Consultant, County will give consideration to the actual work performed to the date of default with the condition that Consultant shall first submit all data, records, files and other pertinent information in accordance with Section 18(b) (Ownership of Contract Information) of the Agreement. The cost to County of employing another firm to complete the required work, the time required to do so and other factors which affect the value to County of the services performed to the date of default may, at the sole discretion of County, be offset against the amount of compensation, if any, to be paid.

If the termination of this Agreement is due to the failure of Consultant to fulfill its obligations, County may take over the Project and prosecute the services to completion by Agreement or otherwise. In such case, Consultant shall be liable to County for any additional cost occasioned to County thereby.

**30. NOTICE:**

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the Party who is to receive such notice at the addresses set forth below. Such notice shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

**TO COUNTY:**

Jonathan Bazan  
Assistant County Administrator  
Dallas County Administration Building  
411 Elm Street, 2<sup>nd</sup> Floor  
Dallas, Texas 75202

w/a copy to:

Chong Choe  
Assistant District Attorney  
Dallas County District Attorney's Office  
411 Elm Street, 5<sup>th</sup> Floor  
Dallas, Texas 75202

**TO CONSULTANT:**

Scott Broaddus  
Vice President  
Broaddus & Associates  
1301 S. Capital of Texas Highway  
Suite A-302  
Austin, Texas 78746

w/a copy to:

Patrick Renfro  
Vice President  
Broaddus & Associates  
905 West Mitchell  
Arlington, Texas 76013

**31. SEVERABILITY:**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**32. SOVEREIGN IMMUNITY:**

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

**33. COMPLIANCE WITH LAWS:**

In providing services required by this Agreement, Consultant must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. Consultant shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**34. GOVERNING LAW AND VENUE:**

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

**35. AMENDMENTS AND CHANGES IN THE LAW:**

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

**36. THIRD PARTIES:**

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

**37. ASSIGNMENT:**

Consultant may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent and approval shall be null and void. Such consent shall not relieve the assignor of liability. In the event of default by its assignee.

**38. NON-COLLUSION:**

Consultant warrants that it has not employed or retained any company or persons, other than bona fide employees working solely for Consultant, to secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or to deduct, at its discretion, from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**39. MINORITY AND WOMEN BUSINESS ENTERPRISE:**

Consultant agrees to comply with the provisions of County's Minority/Women Business Enterprise (M/WBE) policy.

**40. CONTRA PROFERENTUM:**

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

**41. ENTIRE AGREEMENT:**

This Agreement, including its attachments, exhibits, and addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations,

inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

**42. BINDING EFFECT:**

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

**43. REMEDIES/WAIVER OF BREACH:**

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

**44. FEDERAL FUNDED PROJECT:**

If this Agreement is funded in part by either the State of Texas or the federal government, Consultant agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

**45. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:**

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Consultant has a duty to mitigate damages.

**46. PREVENTION OF FRAUD AND ABUSE:**

Consultant shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all services funded under this Agreement. Any known or suspected incident of fraud involving Consultant's employees or agents shall be reported immediately to the County for appropriate action. Moreover, Consultant warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Consultant and County agree that every person who, as part of their employment, receives, disburses, handles or has access to County funds pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Consultant shall, upon notice by County, refund expenditures of the Consultant that are contrary to this Agreement and deemed inappropriate by the County.

**47. FISCAL FUNDING CLAUSE:**

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any renewals or extensions thereto. Consultant shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Consultant at the earliest possible time prior to the end of its fiscal year.

**48. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**49. INDEPENDENT CONTRACTOR:**

Consultant, including its employees, agents or licensees, is an independent

contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the Consultant and the County by virtue of this Agreement. This provision of this Agreement shall not be for the benefit of any other party other than the County and Consultant.

**50. SUBCONTRACTING:**

Consultant may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by the Consultant will be in writing and subject to all requirements herein. Consultant agrees that it will solely be responsible to County for the performance of this Agreement. Consultant shall pay all subcontractors in a timely manner. County shall have the right to prohibit Consultant from using any subcontractor for the Project.

**51. ASSURANCES:**

In providing services required by this Agreement, Consultant agrees to observe and comply with all requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Consultant's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.

Consultant assures that it will not transfer or assign its interest in this Agreement without written consent of County. Consultant understands that in the event that all or substantially all of Consultant's assets are acquired by another entity, Consultant is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Consultant's interest in this Agreement to an entity that acquires all or substantially all of Consultant's assets is subject to formal approval by the Commissioners Court.

Consultant, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Consultant further agrees and ensures that all licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

Consultant assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any services funded in whole or part under this Agreement. Consultant agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L.101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

Consultant agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.

Consultant assures that it will not use any information, documents, or data provided to Consultant by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.

Consultant agrees to establish safeguards to prohibit employees, agents, or representatives from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Consultant shall furnish County satisfactory proof of compliance therewith.

Consultant certifies that it has not conspired with other potential vendors, contractors, consultants, or suppliers in any manner to attempt to control competitive pricing. However, this subsection (i) does not preclude Consultant from presenting a combined or joint proposal for the purpose of providing a complete proposal.

Consultant certifies that it is not aware of any conflicts of interest involving any County official or employee related to this Agreement or the services provided under this Agreement.

Consultant certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.

Consultant understands that reimbursement for expenses under this Agreement shall be in accordance with the requirements as described in this Agreement.

Under Section 231.006, Texas Family Code, Consultant certifies to County that Consultant is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Consultant hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits Dallas County from entering into a contract with a corporation that is delinquent in paying taxes under Chapter 171 of the Tax Code, Consultant, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.

Consultant certifies to County that Consultant is not delinquent on the repayment of any federal, state, or local debt or other obligation.

Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

Consultant shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Consultant does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Consultant shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Consultant in default and/or breach of this Agreement and may result, at the sole discretion of County, in the withholding or disallowance of payments or funds and the denial of future awards, in addition to any other remedies permitted by law.

**52. PROMPT PAYMENT ACT:**

Consultant agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any undisputed payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

**53. TRANSITION SERVICES REQUIRED OF CONSULTANT:**

Upon notice of termination and/or expiration of this Agreement, the County shall immediately have the right to audit any and all records of Consultant relating to this Agreement. Moreover, upon the termination and/or expiration date of this Agreement, Consultant agrees to transition the services provided herein in a cooperative manner and provide documentation as requested by County at no additional cost, including, but not limited to, the following, upon date of termination and/or expiration: (i) all contract and services documentation, including all records, books and data reasonably related to this Agreement, maintained in accordance with Section 18 (Records) of this Agreement and identified in a complete, neat and orderly manner; (ii) a good faith pledge to cooperate with County upon transition of services to another consultant, contractor, or County department providing the same or similar services; (iii) records, books and data, including electronic data, in a format compatible with County's information technology capabilities, or in a format compatible with a succeeding consultant's information technology capabilities, as determined by County; (iv) final accounting of all payments and/or funds received under the Agreement; and (v) downloading and removal of all County information from Consultant's equipment and software. This provision shall survive contract termination, expiration, or cancellation of this Agreement.

**54. COVENANT OF FURTHER ASSURANCES:**

The Parties covenant and agree that, during the term hereof and any period of renewal and/or extension, and without any additional consideration, County and Consultant each shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement and any amendment or modification hereto.

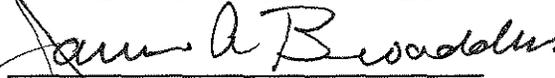
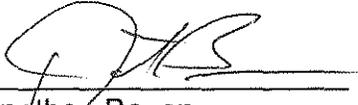
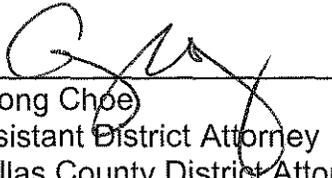
**55. SIGNATORY WARRANTY:**

The person or persons signing and executing this Agreement on behalf of Consultant, or representing themselves as signing and executing this Agreement on behalf of Consultant, do hereby warrant and guarantee that he, she or they have been duly authorized by Consultant to execute this Agreement on behalf of Consultant and to validly and legally bind Consultant to all terms, conditions and provisions herein set forth. Consultant shall furnish to County a corporate resolution authorizing signatory authority.

**56. ACCEPTANCES:**

By their signatures below, the duly authorized representatives of County and Consultant accept the terms of this Agreement in full.

EXECUTED this 3rd day of November, 2015.

|   |   |
|---|---|
| <b>DALLAS COUNTY</b><br><br><b>BY:</b> Clay Lewis Jenkins<br>Dallas County Judge   | <b>BROADDUS &amp; ASSOCIATES</b><br><br><b>BY:</b> Dr. James A. Broaddus<br>President |
| <b>RECOMMENDED:</b><br><br><b>BY:</b> Jonathon Bazan<br>Assistant Administrator<br>Dallas County Commissioners Court   |   |
| <b>APPROVED AS TO FORM*:</b><br><b>SUSAN HAWK</b><br>Dallas County District Attorney<br><br><b>BY:</b> Chong Choe<br>Assistant District Attorney<br>Dallas County District Attorney's<br>Office |   |

**\*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

**Exhibit A**  
**("Consultant's Fee Schedule")**





**Broaddus & Associates  
Fee Breakdown**

|                                |                  |             |
|--------------------------------|------------------|-------------|
| Direct (Billable) Hours / Year | 1920             |             |
| Annual Hourly Rate Increase    | 2.0%             |             |
| Hours per Month                | 160.00           |             |
| <b>Role</b>                    | <b>Personnel</b> | <b>Rate</b> |
| <b>Project Management Team</b> |                  |             |
| Project Executive              | Renfro           | \$ 205.00   |
| Sr. Project Manager            | Starr            | \$ 185.00   |
| Project Manager                | TBD              | \$ 160.00   |
| Estimator                      | Judy             | \$ 160.00   |
| Scheduler                      | Popolizio        | \$ 160.00   |
| BIM Support                    | Griffith         | \$ 175.00   |
| Admin Support                  | TBD              | \$ 60.00    |

| Total Project Budget         |              | \$100,000,000             |
|------------------------------|--------------|---------------------------|
| Type of Fee                  | Fee          | % of Total Project Budget |
| B&A Fee                      | \$ 3,604,202 | 3.60%                     |
| Total PM Fee                 | \$ 4,409,862 | 4.41%                     |
| Total Fee (No EJS Allowance) | \$ 5,298,254 | 5.30%                     |
| Total Fee (w/ EJS Allowance) | \$ 5,646,354 | 5.65%                     |

| 2015  |               |          |          |            |                |
|---|---------------|----------|----------|------------|----------------|
| PM Team   | Rate per Hour | 2015     |          | 2015 Total |                |
|   |               | Nov-15   | Dec-15   | Total Hrs  | Amount         |
|   |               | FTE      | FTE      |            |                |
| Project Executive                                     | \$ 205.00     | 0.50     | 0.50     | 160        | \$ 32,800      |
| Sr. Project Manager                                   | \$ 185.00     | 1.00     | 1.00     | 320        | \$ 59,200      |
| Project Manager                                       | \$ 160.00     |          |          | -          | \$ -           |
| Estimator   | \$ 160.00     |          |          | -          | \$ -           |
| Scheduler   | \$ 160.00     |          |          | -          | \$ -           |
| BIM Support   | \$ 175.00     |          |          | -          | \$ -           |
| Admin Support   | \$ 60.00      | 1.00     | 1.00     | 320        | \$ 19,200      |
| GSR Andrade - Design Mgmt.                            |               |          |          |            | \$ -           |
| EJ Smith - Construction Admin                         |               |          |          |            | \$ -           |
| EJ Smith - A/E, CMR RFQ Prep                          |               | \$ 5,000 | \$ 4,680 |            | \$ 9,680       |
| Other - GSR Andrade - Programming                     |               |          | \$ -     |            | \$ -           |
| Other - GSR Andrade - Conceptual Design               |               |          |          |            | \$ -           |
| Other - Quimby McCoy - Historical                     |               | \$ 8,880 | \$ 8,880 |            | \$ 17,760      |
| Other - Protecht                                      |               |          |          |            | \$ -           |
| Other - EJ Smith - Exploratory Demo                   |               |          |          |            | \$ -           |
| Other - EJ smith - removal/inventory/crating/delivery |               |          |          |            | \$ -           |
| <b>Total</b>  |               |          |          |            | <b>138,640</b> |

| 2016  |               |           |           |           |           |            |            |           |           |           |           |           |           |            |        |                     |
|---|---------------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--------|---------------------|
| PM Team   | Rate per Hour | 2016      |           |           |           |            |            |           |           |           |           |           |           | 2016 Total |        |                     |
|   |               | Jan-16    | Feb-16    | Mar-16    | Apr-16    | May-16     | Jun-16     | Jul-16    | Aug-16    | Sep-16    | Oct-16    | Nov-16    | Dec-16    | Total Hrs  | Amount |                     |
|   |               | FTE       | FTE       | FTE       | FTE       | FTE        | FTE        | FTE       | FTE       | FTE       | FTE       | FTE       | FTE       |            |        |                     |
| Project Executive                                     | \$ 205.00     | 0.50      | 0.50      | 0.50      | 0.50      | 0.25       | 0.25       | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25       | 640    | \$ 131,200          |
| Sr. Project Manager                                   | \$ 185.00     | 1.00      | 1.00      | 1.00      | 1.00      | 1.00       | 1.00       | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00       | 1,920  | \$ 355,200          |
| Project Manager                                       | \$ 160.00     |           |           |           |           |            |            |           |           |           |           |           |           |            | -      | \$ -                |
| Estimator   | \$ 160.00     | 0.15      | 0.15      | 0.15      | 0.15      | 0.15       | 0.15       | 0.15      | 0.15      | 0.15      | 0.15      | 0.15      | 0.15      | 0.15       | 288    | \$ 46,080           |
| Scheduler   | \$ 160.00     | 0.15      | 0.15      | 0.15      | 0.15      | 0.15       | 0.15       | 0.15      | 0.15      | 0.15      | 0.15      | 0.15      | 0.15      | 0.15       | 288    | \$ 46,080           |
| Admin Support   | \$ 60.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00       | 1.00       | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00       | 1,920  | \$ 115,200          |
| GSR Andrade - Design Mgmt.                            |               |           |           |           |           |            |            | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401  |        | \$ 92,406           |
| EJ Smith - Construction Admin                         |               |           |           |           |           |            |            |           |           |           |           |           |           |            |        | \$ -                |
| EJ Smith - A/E, CMR RFQ Prep                          |               | \$ -      |           |           |           |            |            |           |           |           |           |           |           |            |        | \$ -                |
| Other - GSR Andrade - Programming                     |               | \$ 64,130 | \$ 64,130 | \$ 64,130 | \$ 64,130 | \$ 7,000   | \$ 7,000   |           |           |           |           |           |           |            |        | \$ 270,520          |
| Other - GSR Andrade - Conceptual Design               |               |           |           | \$ 77,700 | \$ 77,700 | \$ 77,700  | \$ 77,700  | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -      | \$ -       |        | \$ 310,800          |
| Other - Quimby McCoy - Historical                     |               | \$ 8,880  | \$ 8,080  | \$ 25,030 | \$ 16,950 | \$ 9,550   | \$ 9,550   | \$ 4,600  | \$ 4,600  | \$ 4,600  | \$ 1,971  | \$ 1,971  | \$ 1,971  |            |        | \$ 97,754           |
| Other - Protecht                                      |               | \$ -      |           |           |           |            |            |           |           |           |           |           |           |            |        | \$ -                |
| Other - EJ Smith - Demo, Inventory, etc.              | \$ -          |           |           | \$ 39,050 | \$ 39,050 |            |            |           |           |           |           |           |           |            |        | \$ 78,100           |
| Other - EJ smith - removal/inventory/crating/delivery |               |           |           |           |           | \$ 135,000 | \$ 135,000 |           |           |           |           |           |           |            |        | \$ 270,000          |
| <b>Total</b>  |               |           |           |           |           |            |            |           |           |           |           |           |           |            |        | <b>\$ 1,813,341</b> |

| 2017  |               |           |           |           |           |           |           |           |           |           |           |           |           |            |                     |
|---|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|---------------------|
| PM Team   | Rate per Hour | Jan-17    | Feb-17    | Mar-17    | Apr-17    | May-17    | Jun-17    | Jul-17    | Aug-17    | Sep-17    | Oct-17    | Nov-17    | Dec-17    | 2017 Total |                     |
|   |               | FTE       | Total Hrs  | Amount              |
| Project Executive                                     | \$ 209.10     | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 0.25      | 480        | \$ 100,368          |
| Sr. Project Manager                                   | \$ 188.70     | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1,920      | \$ 362,304          |
| Project Manager                                       | \$ 163.20     | -         | -         | -         | -         | -         | -         | -         | -         | -         | 1.00      | 1.00      | 1.00      | 480        | \$ 78,336           |
| Estimator   | \$ 163.20     | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 192        | \$ 31,334           |
| Scheduler   | \$ 163.20     | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 0.10      | 192        | \$ 31,334           |
| Admin Support   | \$ 61.20      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1.00      | 1,920      | \$ 117,504          |
| GSR Andrade - Design Mgmt.                            |               | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 | \$ 15,401 |            | \$ 184,813          |
| EJ Smith - Construction Admin                         |               |           |           |           |           |           |           |           |           |           |           |           | 20,973    |            | \$ 20,973           |
| EJ Smith - A/E, CMR RFQ Prep                          |               |           |           |           |           |           |           |           |           |           |           |           |           |            | \$ -                |
| Other - GSR Andrade - Programming                     |               |           |           |           |           |           |           |           |           |           |           |           |           |            | \$ -                |
| Other - GSR Andrade - Conceptual Design               |               |           |           |           |           |           |           |           |           |           |           |           |           |            | \$ -                |
| Other - Quimby McCoy - Historical                     |               | \$ 1,971  | \$ 1,971  | \$ 1,971  | \$ 1,971  | 2,670     | 2,670     | 2,670     | 2,670     | 6,670     | 4,000     | 6,400     | 3,600     |            | \$ 39,236           |
| Other - Protecht                                      |               | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     | 8,189     |            | \$ 98,272           |
| Other - EJ Smith - Demo, Inventory, etc.              | \$ -          | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         | -         |            | \$ -                |
| Other - EJ smith - removal/inventory/crating/delivery |               |           |           |           |           |           |           |           |           |           |           |           |           |            | \$ -                |
| <b>Total</b>  |               |           |           |           |           |           |           |           |           |           |           |           |           |            | <b>\$ 1,064,474</b> |

| 2018  |               |           |        |        |        |        |        |        |        |        |        |        |        |            |                     |
|---|---------------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------|---------------------|
| PM Team   | Rate per Hour | Jan-18    | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 | Nov-18 | Dec-18 | 2018 Total |                     |
|   |               | FTE       | FTE    | FTE    | FTE    | FTE    | FTE    | FTE    | FTE    | FTE    | FTE    | FTE    | FTE    | Total Hrs  | Amount              |
| Project Executive                                     | \$ 213.28     | 0.25      | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 480        | \$ 102,375          |
| Sr. Project Manager                                   | \$ 192.47     | 1.00      | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1,920      | \$ 369,550          |
| Project Manager                                       | \$ 166.46     | 1.00      | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1,920      | \$ 319,611          |
| Estimator   | \$ 166.46     |           |        |        |        |        |        |        |        |        |        |        |        | -          | \$ -                |
| Scheduler   | \$ 166.46     |           |        |        |        |        |        |        |        |        |        |        |        | -          | \$ -                |
| Admin Support   | \$ 62.42      | 1.00      | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1,920      | \$ 119,854          |
| GSR Andrade - Design Mgmt.                            |               | \$ 15,401 |        |        |        |        |        |        |        |        |        |        |        |            | \$ 15,401           |
| EJ Smith - Construction Admin                         |               | 20,973    | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 |            | \$ 251,680          |
| EJ Smith - A/E, CMR RFQ Prep                          |               |           |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - GSR Andrade - Programming                     |               |           |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - GSR Andrade - Conceptual Design               |               |           |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - Quimby McCoy - Historical                     |               | 1,200     | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  |            | \$ 14,400           |
| Other - Protecht                                      |               |           |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - EJ Smith - Demo, Inventory, etc.              |               |           |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - EJ smith - removal/inventory/crating/delivery |               |           |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| <b>Total</b>  |               |           |        |        |        |        |        |        |        |        |        |        |        |            | <b>\$ 1,192,871</b> |

| 2019  |               |        |        |        |        |        |        |        |        |        |        |        |        |            |                     |
|---|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------|---------------------|
| PM Team   | Rate per Hour | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 | Jul-19 | Aug-19 | Sep-19 | Oct-19 | Nov-19 | Dec-19 | 2019 Total |                     |
|   |               | FTE    | Total Hrs  | Amount              |
| Project Executive                                     | \$ 217.55     | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 0.25   | 480        | \$ 104,423          |
| Sr. Project Manager                                   | \$ 196.32     | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1,920      | \$ 376,941          |
| Project Manager                                       | \$ 169.79     | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1,920      | \$ 326,003          |
| Estimator   | \$ 169.79     |        |        |        |        |        |        |        |        |        |        |        |        | -          | \$ -                |
| Scheduler   | \$ 169.79     |        |        |        |        |        |        |        |        |        |        |        |        | -          | \$ -                |
| Admin Support   | \$ 63.67      | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1.00   | 1,920      | \$ 122,251          |
| GSR Andrade - Design Mgmt.                            |               |        |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| EJ Smith - Construction Admin                         |               | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 | 20,973 |            | \$ 230,707          |
| EJ Smith - A/E, CMR RFQ Prep                          |               |        |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - GSR Andrade - Programming                     |               |        |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - GSR Andrade - Conceptual Design               |               |        |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - Quimby McCoy - Historical                     |               | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 1,200  | 8,817  |            | \$ 22,017           |
| Other - Protecht                                      |               |        |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - EJ Smith - Demo, Inventory, etc.              |               |        |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| Other - EJ smith - removal/inventory/crating/delivery |               |        |        |        |        |        |        |        |        |        |        |        |        |            | \$ -                |
| <b>Total</b>  |               |        |        |        |        |        |        |        |        |        |        |        |        |            | <b>\$ 1,182,342</b> |

| 2020  |               |        |        |        |            |            | Project Total |              |
|---|---------------|--------|--------|--------|------------|------------|---------------|--------------|
| PM Team   | Rate per Hour | Jan-20 | Feb-20 | Mar-20 | 2020 Total |            | Total Hrs     | Amount       |
|   |               | FTE    | FTE    | FTE    | Total Hrs  | Amount     |               |              |
| Project Executive                                     | \$ 221.90     | 0.25   | 0.25   | 0.25   | 120.00     | \$ 26,628  | 2,360.00      | \$ 497,794   |
| Sr. Project Manager                                   | \$ 200.25     | 1.00   | 1.00   | 1.00   | 480.00     | \$ 96,120  | 8,480.00      | \$ 1,619,315 |
| Project Manager                                       | \$ 173.19     | 1.00   | 1.00   | 1.00   | 480.00     | \$ 83,131  | 4,800.00      | \$ 807,081   |
| Estimator   | \$ 173.19     |        |        |        | -          | \$ -       | 480.00        | \$ 77,414    |
| Scheduler   | \$ 173.19     |        |        |        | -          | \$ -       | 480.00        | \$ 77,414    |
| Admin Support   | \$ 64.95      | 1.00   | 1.00   | 1.00   | 480.00     | \$ 31,174  | 8,480.00      | \$ 525,183   |
| GSR Andrade - Design Mgmt.                            |               | -      |        |        |            | \$ -       |               | \$ 292,620   |
| EJ Smith - Construction Admin                         |               |        |        |        |            | \$ -       |               | \$ 503,360   |
| EJ Smith - A/E, CMR RFQ Prep                          |               |        |        |        |            | \$ -       |               | \$ 9,680     |
| Other - GSR Andrade - Programming                     |               |        |        |        |            | \$ -       |               | \$ 270,520   |
| Other - GSR Andrade - Conceptual Design               |               |        |        |        |            | \$ -       |               | \$ 310,800   |
| Other - Quimby McCoy - Historical                     |               | 8,817  | 8,817  | -      |            | \$ 17,633  |               | \$ 208,800   |
| Other - Protecht                                      |               | -      | -      |        |            | \$ -       |               | \$ 98,272    |
| Other - EJ Smith - Demo, Inventory, etc.              |               |        |        |        |            | \$ -       |               | \$ 78,100    |
| Other - EJ smith - removal/inventory/crating/delivery |               |        |        |        |            | \$ -       |               | \$ 270,000   |
| <b>Total</b>  |               |        |        |        |            | \$ 254,686 |               | \$ 5,646,354 |

**B&A Fee**

**Total PM Fee**

**Total Fee (NA)**

**Total Fee (WA)**

\$ 873,940

## PROPOSAL COST FORM

SOQ #2015-063-6518

**STATEMENT OF QUALIFICATIONS FOR PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT SERVICES AND ON-SITE PROJECT REPRESENTATION FOR THE RECORDS BUILDING COMPLEX RENOVATION**

**NOTE: ALL PRICING / FEES SHOULD BE INCLUSIVE OF ALL WORK-HOUR COSTS, REIMBURSEMENTS, PERMITS, BONDS, PRINTING AND POSTAGE.**

| COMPANY                          |                    | SKILL GROUP            | NUMBER OF EMPLOYEES ALLOCATED IN SKILL GROUP | BILLABLE RATE (\$) | TOTAL COST BY CATEGORY OF WORK PERFORMED (\$)                | GUARANTEED MAXIMUM PRICE (GMP) (\$) | YEARLY CONSUMER PRICE INDEX (CPI) NOT MORE THAN 5% ALLOWABLE (\$) |
|----------------------------------|--------------------|------------------------|--|--------------------|--|-------------------------------------|---|
| PRIME                            | SUB-CONTRACTOR     |                        |  |                    |  |                                     |   |
| <b>BROADDUS &amp; ASSOCIATES</b> |                    |                        |  |                    |  |                                     |   |
|                                  |                    | PROJECT EXECUTIVE      | 1  | \$205.00           | \$497,794  | \$497,794                           | 2%  |
|                                  |                    | SENIOR PROJECT MANAGER | 1  | \$185.00           | \$1,619,315  | \$1,619,315                         | 2%  |
|                                  |                    | PROJECT MANAGER        | 1  | \$160.00           | \$807,081  | \$807,081                           | 2%  |
|                                  |                    | ESTIMATING SPECIALIST  | 1  | \$160.00           | \$77,414   | \$77,414                            | 2%  |
|                                  |                    | SCHEDULING SPECIALIST  | 1  | \$160.00           | \$77,414   | \$77,414                            | 2%  |
|                                  |                    | ADMINISTRATIVE SUPPORT | 1  | \$60.00            | \$525,183  | \$525,183                           | 2%  |
|                                  | <b>GSR ANDRADE</b> |                        |  |                    | Programming/<br>Conceptual design/ Arch.<br>MEP & Fire<br>PM |                                     |   |
|                                  |                    | PRINCIPAL              | 3  | \$200.00           | \$56,400 /<br>\$72,190 /<br>\$28,200                         | \$156,790                           | n/a   |

| COMPANY |                            | SKILL GROUP                              | NUMBER OF EMPLOYEES ALLOCATED IN SKILL GROUP | BILLABLE RATE (\$) | TOTAL COST BY CATEGORY OF WORK PERFORMED (\$) | GUARANTEED MAXIMUM PRICE (GMP) (\$) | YEARLY CONSUMER PRICE INDEX (CPI) NOT MORE THAN 5% ALLOWABLE (\$) |
|---------|----------------------------|--|--|--------------------|---|-------------------------------------|---|
| PRIME   | SUB-CONTRACTOR             |  |  |                    |   |                                     |   |
|         | <b>GSR ANDRADE (cont.)</b> | SR. ASSOCIATE                            | 1  | \$185.00           | \$85,840 / \$59,200 / \$80,660                | \$225,700                           | n/a   |
|         |                            | PROJECT COORDINATOR                      | 1  | \$140.00           | \$73,360 / \$44,800 / \$81,760                | \$199,920                           | n/a   |
|         |                            | CONSTRUCTION ADMINISTRATOR               | 1  | \$155.00           | \$0 / \$12,400 / \$53,320                     | \$65,720                            | n/a   |
|         |                            | INTERN / STAFF                           | 1  | \$115.00           | \$40,920 / \$70,400 / \$5,280                 | \$116,600                           | n/a   |
|         |                            | MECHANICAL ENGINEER                      | 1  | \$155.00           | \$0 / \$0 / \$17,050                          | \$17,050                            | n/a   |
|         |                            | ELECTRICAL ENGINEER                      | 1  | \$155.00           | \$0 / \$0 / \$17,050                          | \$17,050                            | n/a   |
|         |                            | PLUMBING ENGINEER                        | 1  | \$155.00           | \$0 / \$0 / \$9,300                           | \$9,300                             | n/a   |
|         |                            | SENIOR PROJECT MANAGER                   | 1  | \$175.00           | \$0 / \$14,000 / \$0                          | \$14,000                            | n/a   |
|         |                            | ENGINEERING TECHNICAL LEAD               | 1  | \$190.00           | \$0 / \$15,010 / \$0                          | \$15,010                            | n/a   |
|         |                            | PROJECT ENGINEER                         | 1  | \$120.00           | \$0 / \$22,800 / \$0                          | \$22,800                            | n/a   |
|         |                            | BUILDING INFORMATION MODELING SPECIALIST | 1  | \$175.00           | \$14,000 / \$0 / \$0                          | \$14,000                            | n/a   |

| COMPANY |                                  | SKILL GROUP                                | NUMBER OF EMPLOYEES ALLOCATED IN SKILL GROUP | BILLABLE RATE (\$) | TOTAL COST BY CATEGORY OF WORK PERFORMED (\$) | GUARANTEED MAXIMUM PRICE (GMP) (\$) | YEARLY CONSUMER PRICE INDEX (CPI) NOT MORE THAN 5% ALLOWABLE (\$) |
|---------|----------------------------------|--|--|--------------------|---|-------------------------------------|---|
| PRIME   | SUB-CONTRACTOR                   |  |  |                    |   |                                     |   |
|         | <b>EJ SMITH CONSTRUCTION</b>     |  |  |                    |   |                                     |   |
|         |                                  | PROJECT MANAGER (Construction Phase)       | 2  | \$121.00           | \$503,360                                     | \$503,360                           | n/a   |
|         |                                  | PROJECT MANAGER (MBE Procurement)          | 1  | \$121.00           | \$9,680                                       | \$9,680                             | n/a   |
|         |                                  | PROJECT MANAGER (Demolition/Inventory)     | 3  | \$121.00           | \$78,100                                      | \$78,100                            | n/a   |
|         |                                  | PROJECT MANAGER (removal/crating/delivery) | 6  | \$121.00           | \$270,000                                     | \$270,000                           | n/a   |
|         | <b>QUIMBY MCCOY ARCHITECT</b>    |  |  |                    |   |                                     |   |
|         |                                  | PRINCIPAL                                  | 2  | \$150.00           | \$138,600                                     | \$138,600                           | n/a   |
|         |                                  | ARCHITECT                                  | 2  | \$100.00           | \$40,000                                      | \$40,000                            | n/a   |
|         |                                  | ARCHITECT (COST ESTIMATES)                 | 1  | \$100.00           | \$8,000                                       | \$8,000                             | n/a   |
|         |                                  | INTERN                                     | 1  | \$75.00            | \$22,200                                      | \$22,200                            | n/a   |
|         | <b>PROTECHT MANAGEMENT GROUP</b> |  |  |                    |   |                                     |   |
|         |                                  | IT/AV/TECHNOLOGY CONSULTANTS               | 1  | \$148.00           | \$98,272                                      | \$98,272                            | n/a   |

**ATTENTION: THIS COST PROPOSAL MUST BE ACCOMPANIED BY A JUSTIFICATION STATEMENT FOR STAFF UTILIZATION IN EACH CATEGORY.**

**NOTE: CONSUMER PRICE INDEX (CPI) MUST BE BASED ON THE INDEX FOR THE DALLAS/ FORT WORTH (DFW) AREA FOR THIS PARTICULAR PROFESSIONAL CATEGORY. ADDITIONALLY, WE WOULD LIKE TO SEE THE NATIONAL CONSUMER PRICE INDEX (CPI) RESULTS.**



PURCHASING DEPARTMENT

|                                 |              |  |
|---------------------------------|--------------|--|
| <b>AWARD<br/>RECOMMENDATION</b> | <b>TO:</b>   | DARRYL MARTIN, COURT ADMINISTRATOR<br>JONATHON BAZAN, ASSISTANT COURT ADMINISTRATOR  |
|                                 | <b>FROM:</b> | LENORA SEVILLIAN, PURCHASING CONTRACTS SUPERVISOR  |
|                                 | <b>DATE:</b> | SEPTEMBER 2, 2015  |
|                                 | <b>RE:</b>   | SOQ 2015-063-6518 STATEMENT OF QUALIFICATIONS FOR<br>PROFESSIONAL CONSTRUCTION PROJECT MANAGEMENT<br>SERVICES AND ON-SITE PROJECT REPRESENTATION FOR<br>THE RECORDS BUILDING COMPLEX RENOVATIONS |

Seven (7) firms (Aguirre Roden, Arredondo, Zepeda & Brunz, LLC, Broaddus & Associates, CBRE, Hill International, Jacobs, and Turner & Townsend) responded to the aforementioned County solicitation. Attached for your review, comments and recommendation is the RFP Evaluation Committee Consolidated score sheet.

Please review the bid submission to make sure the aforementioned firm is compliant with all requested information for licensing, certifications, references, and that they have met your technical specifications as outlined in the solicitation document. If the aforementioned award recommendation is compliant with your department's needs, then we will move forward with the request for Commissioners Court to approve the start of contract negotiations with **Broaddus & Associates**.

Please sign and return this form no later than Monday, September 7, 2015 before 10:00am to the following:  
Purchasing Department, Attention: Lenora Sevillian

Should you have any questions, please contact me at 214-653-7763.

Your cooperation regarding this matter is greatly appreciated. Please initial one only and sign below.

I/We have reviewed the consolidated score sheet. Upon reviewing the documentations, I/We find the product(s)/service(s) compliant with bid specifications and contract requirements. As a result, this department recommends award of the contract to the highest ranked bidder as indicated by the Evaluation Committee and the Purchasing Department.

I/We have reviewed the proposal received. However, this department does NOT recommend award of the contract to the lowest bidder(s) as indicated, due to the attached reasons. Also please include due diligence reference check information. Detailed justification must be submitted with this document stating each item of non-compliance with bid specifications.

Specify any additional comments: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature or Contract Manager Date 9/4/15  
Printed Name: Darryl Martin

**5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).**

NAME OF FIRM: **Broadbus & Associates**

**5. Section D- EMPLOYMENT DATA**

Employment at this establishment: Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Number of Employees (Report employees in only one category)

| Job Categories                                | Race/Ethnicity     |   |    |        |   |   |                        |   |    |        |   | TOTAL COL. A-N |   |   |   |
|---|--------------------|---|----|--------|---|---|------------------------|---|----|--------|---|----------------|---|---|---|
|   | Hispanic or Latino |   |    |        |   |   | Not-Hispanic or Latino |   |    |        |   |                |   |   |   |
|   | Male               |   |    | Female |   |   | Male                   |   |    | Female |   |                |   |   |   |
|   | A                  | B | C  | D      | E | F | G                      | H | I  | J      | K | L              | M | N | O |
| Executive/Senior Level Officials and Managers | 1                  | 1 | 7  |        |   |   |                        |   | 3  |        |   |                |   |   |   |
| First/Mid Level Officials and Managers        | 2                  | 1 | 12 |        |   |   |                        |   | 3  |        |   |                |   |   |   |
| Professionals                                 | 2                  | 4 | 16 |        |   |   |                        |   | 5  |        |   |                |   |   |   |
| Technicians                                   | 3                  | 2 |    |        |   |   |                        |   |    |        |   |                |   |   |   |
| Sales Workers                                 | 4                  |   |    |        |   |   |                        |   |    |        |   |                |   |   |   |
| Administrative Support Workers                | 5                  | 4 |    |        |   |   |                        |   | 22 |        |   |                |   |   |   |
| Craft Workers                                 | 6                  |   |    |        |   |   |                        |   |    |        |   |                |   |   |   |
| Operatives                                    | 7                  |   |    |        |   |   |                        |   |    |        |   |                |   |   |   |
| Laborers and Helpers                          | 8                  |   |    |        |   |   |                        |   |    |        |   |                |   |   |   |
| Service Workers                               | 9                  | 9 | 6  | 35     |   |   |                        |   |    |        |   |                |   |   |   |
| TOTAL   | 10                 | 9 | 6  | 35     |   |   |                        |   | 33 |        |   |                |   |   |   |
| PREVIOUS YEAR TOTAL                           | 11                 | 9 | 6  | 35     |   |   |                        |   | 33 |        |   |                |   |   |   |

(Omit on the Consolidated Report)

1. Date(s) of payroll period used: **July 31, 2015**

Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report): What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, life insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) **Project Management**

Section F-REMARKS: Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G-CERTIFICATION

1  All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)

2  This report is accurate and was prepared in accordance with the instructions

Name of Certifying Official: **Patrick Renfro** Title: **Vice President**

Name of person to contact regarding this report: **Patrick Renfro** Title: **Vice President**

City and State: **Arlington, Texas** Zip Code: **76013** Telephone No. (including area code and extension): **817-600-2914** Email address: **prenfro@broadbusassociates.com**

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW. U.S. CODE, TITLE 18, SECTION 1001

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employees/eeo1survey2007instructions.cfm> / Appendix 4: Race and Ethnic Identification / and Appendix 5: Description of Job Categories

Revised 4/8/15