

STATE OF TEXAS

§

CONTRACT NUMBER: 2022-02-01

§

COUNTY OF LUBBOCK

§

FACILITIES CONDITION ASSESSMENT

WHEREAS, LUBBOCK COUNTY has determined there is a need to provide a Facilities Condition Assessment for Lubbock County; and

WHEREAS, LUBBOCK COUNTY has requested and reviewed Qualification Statements for a Facilities Condition Assessment for Lubbock County in accordance with applicable State laws; and

WHEREAS, LUBBOCK COUNTY has determined that Atkins North America, Inc. dba Faithful + Gould can best provide a Facilities Condition Assessment for Lubbock County; and

WHEREAS, this agreement is made between Atkins North America, Inc. dba Faithful + Gould (hereinafter referred to as "CONTRACTOR") and the COUNTY OF LUBBOCK, TEXAS, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "COUNTY") acting by and through its duly authorized representative, Lubbock County Judge Curtis Parrish.

NOW THEREFORE, the parties agree as follows:

ARTICLE I
RETENTION OF CONTRACTOR

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall become effective February 14, 2022 and continue in full force until all contract terms are satisfied or no longer than September 30, 2022. The expected timeframe for completion of the facility condition assessment services described in Exhibit A is approximately three months.

Any modifications shall be in writing and approved by both parties.

ARTICLE III
CREDENTIALING

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV **TERMINATION**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgement that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement Ninety (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V. (DUTIES OF CONTRACTOR).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of CONTRACTOR's profession currently practicing in similar conditions.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR which would substantially interfere with the performance of the duties set out herein.
5. Failure by COUNTY to cure any default or breach under this Agreement within fourteen days after giving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any costs incurred by COUNTY to fulfill CONTRACTOR's obligations under this Agreement.

ARTICLE V **DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified below.

1. Prepare a comprehensive review of all existing County real property.
2. Identify each property, inventory existing building systems (plumbing, HVAC, fire protection, lighting, etc.) and their current conditions.
3. Identify known building, life safety, and accessibility code violations.
4. Identify a list of property renovations, additions, demolitions, new construction, and building system changes.
5. Rank and prioritize all projects by priority and anticipated life cycle
6. Estimate the cost of and provide the list of required equipment and facilities maintenance for each building
7. Enhance facility-planning capabilities by addressing the highest priority needs, future needs, and recommend changes that will enhance the maintenance schedule.

8. Provide a construction cost estimate for each of the actions listed in the prioritized recommendations to the COUNTY.
9. Provide recommendations for improving facilities with the goal of 10-year capital asset budgeting, prioritizing, and establishing a facility condition baseline for funding and implementing capital improvements for existing and proposed future County properties.
10. Meet with COUNTY at a minimum of every two weeks for an update of progress, review of information gathered to date, and/or review of reports.
11. Meet all requirements of in the Scope of Work of Request for Qualifications Number 221001 Services for Lubbock County Facilities Condition Assessment.

ARTICLE VI **DUTIES OF COUNTY**

COUNTY shall be responsible for all duties specified below.

1. COUNTY shall make payments to CONTRACTOR as specified in ARTICLE VII.
2. Meet with CONTRACTOR at a minimum of every two weeks for an update of progress, review of information gathered to date, and/or review of reports.

ARTICLE VII **RATES**

CONTRACTOR shall be compensated at an amount not to exceed \$210,080.00 as referenced in Exhibit A and in accordance with CONTRACTOR's response to RFQ Number 221001 which with the Specifications for RFQ Number 221001 are by this reference incorporated in full into this Agreement. Payments will be made in monthly installments after approval at a regularly scheduled meeting of the Lubbock County Commissioners Court. The Lubbock County Commissioners Court generally meets the second and fourth Mondays of each month. COUNTY shall make all payments to CONTRACTOR and shall under no circumstances make any payments directly to CONTRACTOR's personnel for any services rendered to COUNTY. Payments will be remitted by COUNTY to CONTRACTOR by check to CONTRACTOR's address as specified in Article XVII of this Agreement. Pursuant to § 2251.021 of the Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due.

It is expressly understood and agreed that the COUNTY has available the total maximum sum of funds hereinafter certified available by the County Auditor of Lubbock County for the purpose of satisfying the COUNTY's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of the COUNTY as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time to certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying the COUNTY's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying the COUNTY's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of the CONTRACTOR is to terminate this Agreement.

ARTICLE VIII
FUNDING

Funds for payment have been provided through the Lubbock County budget approved by the Commissioners Court for this fiscal year only. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise beyond the end of the current Lubbock County fiscal year shall be subject to budget approval. All payments due hereunder shall be made from revenues currently available to Lubbock County.

ARTICLE IX
RELATIONSHIP OF PARTIES

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that COUNTY shall not withhold from compensation payable to CONTRACTOR any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for CONTRACTOR which does hereby indemnify and hold COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTOR's profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over COUNTY.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide facility condition assessment services for Lubbock County. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of CONTRACTOR's profession currently practicing in similar conditions. CONTRACTOR acknowledges that information obtained directly or indirectly during the course of providing facility condition assessment services is to be treated as private and confidential. Confidentiality must be maintained whether the information is stored on paper or on computer, communicated verbally or through any other means. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE X
INSURANCE

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the specifications. Proof of insurance shall be provided to the COUNTY within 10 days from the Effective Date of Contract.

ARTICLE XI
INDEMNIFICATION

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

ARTICLE XII
OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, field data, notes and data on any form of electronic media and other documents prepared by CONTRACTOR as Instruments of Service shall remain the property of CONTRACTOR. CONTRACTOR shall retain a common law, statutory and other reserved rights, including copyrights. CONTRACTOR grants to the COUNTY a nonexclusive license to reproduce CONTRACTOR's Instruments of Service solely for the purpose of constructing, using and maintaining any facility and/or property related to this Project. The COUNTY shall not use the Instruments of Service for other projects without prior written agreement of CONTRACTOR. The COUNTY shall not make any modification to the Instruments of Service without the prior written authorization of CONTRACTOR.

ARTICLE XIII
NON-DISCLOSURE OF DOCUMENTS

Except as required by law or court order, CONTRACTOR agrees not to disclose any drawings or schematics or information received from COUNTY pertaining to COUNTY's buildings, as some of the COUNTY's buildings are secure facilities.

ARTICLE XIV
PROHIBITION TO CONTRACT WITH CERTAIN COMPANIES

CONTRACTOR must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2252.153, which do business with Iran, Sudan or any Foreign Terrorist Organization. By entering into this Agreement, CONTRACTOR verifies to COUNTY that it is not on any such list.

ARTICLE XV
ISRAEL STATEMENT

Consistent with Texas Government Code § 2271.002 CONTRACTOR verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by § 808.001 of the Texas Government Code. Section 2271.002 of the Government Code only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. The term "company" is defined by §§ 808.001 and 2271.001 of the Texas Government Code.

ARTICLE XVI
MISCELLANEOUS

This Agreement, Exhibit A to this Agreement, Specifications for RFQ Number 221001 and CONTRACTOR's response to RFQ Number 221001 constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the RFQ Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and all venue shall be in Lubbock County, Texas.

CONTRACTOR shall secure all necessary site related approvals, permits, licenses as required to fulfil project specifications.

COUNTY will not be liable to the CONTRACTOR for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, direct, punitive, or exemplary damages.

Nothing in this Agreement shall be construed to waive the requirements of the Texas Public

Information Act, and CONTRACTOR understands and agrees that the COUNTY will follow all requirements of the Texas Public Information Act upon receipt of any public request for information related to this Agreement or any matter covered herein.

ARTICLE XVII
NOTICES

All notice required under this Agreement shall be sent by certified mail, return receipt, requested, or hand delivered to the parties at the following addresses:

CONTRACTOR: Atkins North America, Inc. dba Faithful + Gould
17304 Preston Road
Dallas, TX 75252

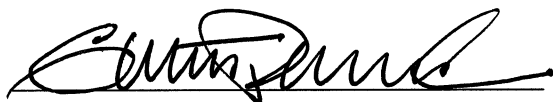
COUNTY: Lubbock County Judge
P.O. Box 10536
Lubbock, Texas 79408

With a copy to: Lubbock County Contract Manager
P.O. Box 10536
Lubbock, TX 79408

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seal thereto as of the day and year written below.

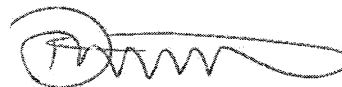
LUBBOCK COUNTY, TEXAS:

**ATKINS NORTH AMERICA, INC. dba
FAITHFUL + GOULD:**



Curtis Parrish
County Judge

DATE SIGNED: February 14, 2022



Dean M. Leonard
Vice President

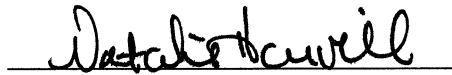
DATE SIGNED: 2/10/2022

ATTEST:



Kelly Pinion
Lubbock County Clerk

REVIEWED FOR CONTENT:

A handwritten signature in black ink, appearing to read "Natalie Harvill", written over a horizontal line.

Natalie Harvill P.E.
Director of Facilities

REVIEWED FOR FORM ONLY:

A handwritten signature in black ink, appearing to read "Rachael Foster", written over a horizontal line.

Rachael Foster
Civil Division, Lubbock County
Criminal District Attorney's Office

Facility Condition Assessment - Fee Breakdown

Site Name	Facilities			Year Built	Sq. Ft.	Tasks				Rates			Fee			
	Building Name	Address				Report	Assessor Hrs	QC	PM	Total Hrs	Assessor	QC		PM	Net fee	Rate/SF
PRECINCT 3 COMMUNITY CENTER	IDALOU CLUBHOUSE	711 CHESTNUT STREET		1994	2,255	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$2.13
PRECINCT 3 MAINTENANCE COMPLEX	IDALOU ROAD & BRIDGE COMPLEX	7902 E HWY 62/82		1976	4,960	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$0.97
PRECINCT 2 MAINTENANCE COMPLEX	SLATON MAINTENANCE OFFICE BUILDING; ROAD & BRIDGE	700 W. WOODROW ROAD		1974	7,630	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$0.63
PRECINCT 2 PARK	SLATON COMMUNITY CENTER / COMFORT STATION	750 W GARZA / 800 W LYNN	1925 / 1970		5,145	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$0.93
PRECINCT 2 COMMUNITY CENTER	ROOSEVELT CLUBHOUSE	1100 COUNTY ROAD 3300	1965		2,091	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$2.30
PRECINCT 4 COMMUNITY CENTER	NEW DEAL CLUBHOUSE	309 SOUTH MONROE AVENUE	1954		1,872	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$2.57
PRECINCT 1 COMMUNITY CENTER	WOLFFORTH CLUBHOUSE	382 U.S. HIGHWAY 82	1990		3,657	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$1.31
PRECINCT 4 ROAD & BRIDGE	SHALLOWATER ROAD & BRIDGE OFFICE	709 TEXAS AVENUE	1970		2,371	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$2.03
PRECINCT 4 ROAD & BRIDGE	SHALLOWATER MAINTENANCE GARAGE	800 8TH STREET	1985		8,088	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$0.59
PRECINCT 4 COMMUNITY CENTER	SHALLOWATER CLUBHOUSE	801 9TH STREET	2000		8,320	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$0.58
LUBBOCK COUNTY SHOOTING RANGE	LUBBOCK COUNTY SHOOTING RANGE	600 NORTH COUNTY ROAD 1100	1960 - 2000		8,016	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$0.60
LUBBOCK COUNTY DETENTION CENTER	LCDC	3502 NORTH HOLLY STREET	2010		583,386	72	120	192	8	2	202	\$145	\$145	\$155	\$29,310	\$0.05
LUBBOCK COUNTY DETENTION CENTER	LCDC WAREHOUSE	3602 EAST KENT	2010		25,680	4	24	28	4	2	34	\$145	\$145	\$155	\$4,950	\$0.19
JUVENILE JUSTICE CENTER	LCJJC	2025 NORTH AKRON AVENUE	1980		75,614	16	48	64	6	2	72	\$145	\$145	\$155	\$10,460	\$0.14
JUVENILE JUSTICE CENTER	THE BRIDGE	1901 NORTH AKRON AVENUE	1975		6,727	4	24	28	4	2	34	\$145	\$145	\$155	\$4,950	\$0.74
COMMUNITY CORRECTIONS FACILITY	LUBBOCK COUNTY CRTG	3501 NORTH HOLLY STREET	1993-2015		71,580	16	48	64	6	2	72	\$145	\$145	\$155	\$10,460	\$0.15
RECORDS STORAGE WAREHOUSE	RECORD STORAGE WAREHOUSE	1402 AVENUE E	2000		15,290	3	24	27	4	2	33	\$145	\$145	\$155	\$4,805	\$0.31
LUBBOCK COUNTY COURTHOUSE	LUBBOCK COUNTY COURTHOUSE	904 BROADWAY	1950		129,656	24	72	96	6	2	104	\$145	\$145	\$155	\$15,100	\$0.12
SHERIFF'S WAREHOUSE	SHERIFF'S STORAGE BUILDING	801-803 15TH STREET	1950		31,870	4	24	28	4	2	34	\$145	\$145	\$155	\$4,950	\$0.16
COUNTY FACILITIES COMPLEX	APO WAREHOUSE	914 AVE G	1958		7,290	3	16	19	4	2	25	\$145	\$145	\$155	\$3,645	\$0.50
COUNTY FACILITIES COMPLEX	FACILITIES MAINTENANCE	915 BUDDY HOLLY AVENUE	1950		21,764	4	24	28	4	2	34	\$145	\$145	\$155	\$4,950	\$0.23
COUNTY FACILITIES COMPLEX	PARKING GARAGE	915 BUDDY HOLLY AVENUE	1964		23,836	4	24	28	4	2	34	\$145	\$145	\$155	\$4,950	\$0.21
SHERIFF'S ANNEX / JAIL	LAW ENFORCEMENT CENTER / WORK RELEASE	712 BROADWAY ST	1984		143,568	24	56	80	8	2	90	\$145	\$145	\$155	\$13,070	\$0.09

Facility Condition Assessment - Fee Breakdown

Site Name	Facilities				Tasks				Rates			Fee			
	Building Name	Address	Year Built	Sq. Ft.	Site Hrs	Report	Assessor Hrs	QC	PM	Assessor	QC	PM	Net fee	Rate/SF	
CENTRAL PLANT	CENTRAL PLANT	811 MAIN	1977	11,000	3	24	27	4	2	\$145	\$145	\$155	\$4,805	\$0.44	
CENTRAL JURY POOL	JURY POOL BUILDING	1302 CRICKETS AVENUE	1990	21,731	4	24	28	4	2	\$145	\$145	\$155	\$4,950	\$0.23	
SHERIFF'S GARAGE	GARAGE BUILDING	1002 AVENUE G	1940	9,750	3	16	19	4	2	\$145	\$145	\$155	\$3,645	\$0.37	
ADULT PROBATION FACILITY	PROBATION OFFICE BUILDING	701 MAIN STREET	1970	14,551	3	24	27	4	2	\$145	\$145	\$155	\$4,805	\$0.33	
COUNTY ANNEX BUILDING	COUNTY OFFICE BUILDING	916 MAIN STREET	1940 - 1980	225,650	40	80	120	8	2	\$145	\$145	\$155	\$18,870	\$0.08	
COUNTY ANNEX BUILDING	PARKING GARAGE	10TH STREET AND BUDDY HOLLY	1953	65,000	4	24	28	4	2	\$145	\$145	\$155	\$4,950	\$0.08	
Totals					268	960	1228	134	58	1420			\$206,480	\$0.13	
Executive Summary Report						8	8	4	4		\$145	\$145	\$155	\$2,360	
Presentations/Meetings									8		\$145	\$145	\$155	\$1,240	

6.7

3.35

Project Fee Total \$210,080