



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 11, 2014

**Prepared By/Phone Number:** Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765

**Elected/Appointed Official/Dept. Head:** Cyd V. Grimes, C.P.M., CPPO

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for the Adult Correctional System Needs Analysis and Master Plan Update to the highest qualified respondent, Carter Goble Associates LLC (CGL), RFQ No. Q1304-002-AG.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- On October 1, 2013, the Commissioners Court confirmed the Evaluation Committee's selection of CGL as the highest qualified respondent to RFQ No. Q1304-002-AG, and authorized the Purchasing Agent to commence contract negotiations with CGL for the Adult Correctional System Needs Analysis and Master Plan Update.
- The contract consists of two phases. Phase I includes the review and analysis of court projections, jail operations, the inmate population, and physical plant needs. The results of this analysis will determine the current and future physical space needs of Travis County's adult correctional system and identify opportunities for enhanced efficiencies. Phase II will consist of development of a physical plan to meet the needs and operational changes identified in Phase I.
- The Purchasing Office staff, along with representatives from the Planning and Budget Office, Criminal Justice Planning, and the County Attorney's Office have successfully negotiated the contract terms and fees. Contract negotiations for Phase I and II were successfully completed on February 14, 2014, and the final contract is now presented for the Court's approval. Staff recommends that a contract be awarded to CGL in the amount of \$749,700.00, consisting of the following phase fee breakdown: Phase I - \$461,310.00; Phase II - \$288,390.00.

- It should be noted that at the time of contract award, funding will be available for Phase I Services ONLY, and a written Notice to Proceed (NTP) for Phase I ONLY issued. Pending satisfactory completion of Phase I Services, a contract modification for funding of Phase II will be presented to the Court for approval. Upon approval of the modification, an NTP will be issued to allow the Consultant to commence work on Phase II.
  
- **Contract-Related Information:**
  - Award Amount: \$749,700.00 (Phase I funding ONLY of \$461,310.00)
  - Contract Type: Professional Services
  - Contract Period: Phase I – through Completion of Services; Notice to Proceed to Phase II pending
  
- **Solicitation-Related Information:**

Solicitations Sent: 77	Responses Received: 5
HUB Information: No	% HUB Subcontractor: 32%
  
- **Funding Information:**
  - ☒ Cost Center-G/L no'(s): 190002001-511890
  - ☐ Funding Account(s):
  - ☐ Comments:



**PLANNING AND BUDGET OFFICE**  
TRAVIS COUNTY, TEXAS

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700 Lavaca Street, Suite 1580  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**February 19, 2014**

**TO:** Cyd Grimes, Purchasing Agent  
Jesus Angel Gómez, Purchasing Agent Assistant

**FROM:** Mark Gilbert, Senior Planner

A handwritten signature in blue ink, appearing to read "Mark Gilbert", is written over the printed name.

**SUBJECT:** Recommendation to award contract to Carter Goble Associates, LLC for Professional Services for the Adult System Needs Analysis and Master Plan Update and issue Notice to Proceed for Phase I of the Scope of Services in the amount of \$461,310.00.

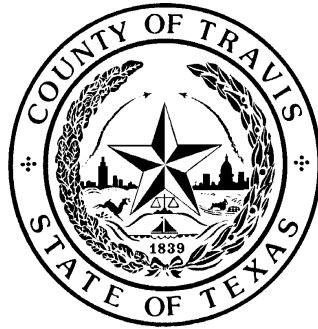
**Summary and Recommendations:**

Staff recommends award of the contract for Adult System Needs Analysis and Master Plan Update to Carter Goble Associates, LLC for professional services for the Adult System Needs Analysis and Master Plan Update. The Contract has been negotiated for fixed fee services for Phases I and II totaling \$749,700.00, with funding and Notice to Proceed for Phase II pending successful completion of Phase I and Commissioners Court funding at a later date.

Staff recommends that Notice to Proceed be given for only Phase I at this time. Budget for Phase I is available in Planning & Budget Office funds, 1090002001 CI 511890.

**COPY TO:**

Leslie Browder, County Executive, Planning and Budget  
Roger Jefferies, County Executive, Justice and Public Safety  
Marvin Brice, CPPB, Assistant Purchasing Agent  
Nicki Riley, County Auditor  
Jessica Rio, Budget Director  
Diana Ramirez, Assistant Budget Director  
Travis Gatlin, Assistant Budget Director  
Belinda Powell, Strategic Planning Manager  
John Hille, Assistant County Attorney  
Tenley Aldredge, Assistant County Attorney



PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TRAVIS COUNTY  
AND

CARTER GOBLE ASSOCIATES, LLC

FOR

**ADULT CORRECTIONAL SYSTEM NEEDS ANALYSIS  
AND MASTER PLAN UPDATE SERVICES**

**CONTRACT NO. 4400001398**

PROFESSIONAL SERVICES AGREEMENT (PSA)

<u>SECTION:</u>	TABLE OF CONTENTS	PAGE (to be assigned upon finalization of PSA)
1	EMPLOYMENT OF THE CONSULTANT.....	Pg. 4
2	BASIC SERVICES OF THE CONSULTANT.....	Pg. 5
3	CONSULTANTING COST.....	Pg. 7
4	COMPENSATION AND PAYMENT SCHEDULE.....	Pg. 8
5	PERIOD OF SERVICE.....	Pg. 8
6	COORDINATION WITH COUNTY.....	Pg. 8
7	WORK PRODUCT.....	Pg. 9
8	REVISION TO WORK PRODUCT.....	Pg. 10
9	REIMBURSABLE EXPENSES.....	Pg. 10
10	SUSPENSION AND TERMINATION.....	Pg. 11
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY.....	Pg. 13
12	OWNERSHIP OF DOCUMENTS.....	Pg. 14
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS.....	Pg. 15
14	MISCELLANEOUS:	
14.1	VENUE.....	Pg. 15
14.2	SEVERABILITY.....	Pg. 15
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT.....	Pg. 15
14.4	CERTIFICATE OF CONSULTANT.....	Pg. 15
14.5	NOTICE.....	Pg. 16
14.6	INSURANCE REQUIREMENTS.....	Pg. 16
14.7	FORFEITURE OF CONTRACT.....	Pg. 16
14.8	PURCHASE ORDER.....	Pg. 17
14.9	PAYMENTS.....	Pg. 18
14.10	DISBURSEMENT TO PERSONS.....	Pg. 18
14.11	INTEREST ON OVERDUE PAYMENTS.....	Pg. 18
14.12	PROPERTY TAXES.....	Pg. 18
14.13	TAXPAYER IDENTIFICATION.....	Pg. 19
14.14	SUCCESSORS AND ASSIGNS.....	Pg. 19
14.15	HISTORICALLY UNDERUTILIZED BUSINESS.....	Pg. 19
14.16	FUNDING OUT.....	Pg. 21
14.17	NON-WAIVER OF DEFAULT.....	Pg. 21
14.18	MEDIATION.....	Pg. 21
14.19	OFFICIALS NOT TO BENEFIT.....	Pg. 21

14.21	CIVIL RIGHTS/ADA COMPLIANCE .....	Pg. 22
14.22	GRATUITIES .....	Pg. 22
14.23	MONITORING .....	Pg. 22
14.24	INCORPORATION OF ATTACHMENTS .....	Pg. 22
14.25	ENTIRE AGREEMENT .....	Pg. 22
14.26	TEXAS PUBLIC INFORMATION ACT .....	Pg. 22
14.27	CERTIFICATION OF ELIGIBILITY .....	Pg. 22
14.28	AMENDMENT .....	Pg. 23
14.29	ENTITY STATUS .....	Pg. 23

## **ACKNOWLEDGEMENT AND SIGNATURE PAGE**

EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS .....	Pg. 25
EXHIBIT 2	HOURLY RATES .....	Pg. 27
EXHIBIT 3	PROJECT SCHEDULE .....	Pg. 28
	ATTACHMENT 1 – PERFORMANCE SCHEDULE	
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT .....	Pg. 30
EXHIBIT 5	INSURANCE REQUIREMENTS .....	Pg. 31
EXHIBIT 6	ETHICS AFFIDAVIT .....	Pg. 32
	ATTACHMENT 1      KEY CONTRACTING PERSONS LIST .....	Pg. 33
EXHIBIT 7	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS .....	Pg. 35
APPENDIX A	SCOPE OF SERVICES .....	Pg. 49
APPENDIX B	ORGANIZATIONAL CHART .....	Pg. 60
APPENDIX C	CONSULTANT’S QUALIFICATIONS STATEMENT .....	Pg. 61

**DRAFT PROFESSIONAL SERVICES AGREEMENT ("PSA")**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TRAVIS       §**

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ( "County") and Carter Goble Associates, LLC, ( "Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional consultant services for the ADULT CORRECTIONAL SYSTEM NEEDS ANALYSIS AND MASTER PLAN UPDATE (the "Project");

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

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

**SECTION 1**  
**EMPLOYMENT OF THE CONSULTANT**

- 1.1 The County Purchasing Agent has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Purchasing Agent, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional consultant/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those documents, in accordance with industry standard practice. Information provided in record or as-built documents that are critical to the current design work should be field-verified by Consultant in accordance with his

professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional consultant services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

## **SECTION 2 BASIC SERVICES OF CONSULTANT**

- 2.1 Consultant shall be responsible for the complete Master Plan and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, , which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.
- 2.2 Consultant shall perform the "Basic Services," which means:
  - 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
  - 2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");



- 2.2.3 all Project technical and management expertise stated in the Qualifications Statement submitted by Consultant in response to the RFQ attached to this Agreement as **Appendix C** and made a part of this Agreement for all purposes;
- 2.2.4 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.
- 2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:
- a. International Building Code
  - b. National Fire Code
  - c. National Plumbing Code
  - d. National Mechanical Code
  - e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
  - f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
  - g. AASHTO A Policy on Geometric Design of Highways and Streets
  - h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
  - i. Texas Department of Transportation Construction Manual
  - j. City of Austin Drainage Criteria Manual (current version and updates)
  - k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
  - l. National Environmental Policy Act (NEPA)
  - m. Architectural Barriers, Texas Department of Licensing and Regulation
  - n. Americans with Disabilities Act (ADA) Regulations
  - o. Army Corps of Engineers Regulations
  - p. Edwards Aquifer Regulations
  - q. Texas Commission on Environmental Quality applicable regulations
  - r. International Building Code with City of Austin amendments
  - s. International Fire Code with City of Austin amendments
  - t. Uniform Plumbing Code with City of Austin amendments
  - u. Uniform Mechanical Code with City of Austin amendments
  - v. International Energy Code with City of Austin amendments
  - w. National Electrical Code with City of Austin amendments
  - x. Texas Accessibility Standards
  - y. Texas Commission on Jail Standards, Title 37, Part 9
- 2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

### **SECTION 3 CONSTRUCTION COST**

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

## **SECTION 4 COMPENSATION AND PAYMENT SCHEDULE**

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

## **SECTION 5 PERIOD OF SERVICE**

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the completion of the Project Scope of Services, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

## **SECTION 6 COORDINATION WITH COUNTY**

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project

until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the County Purchasing Agent.

- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

## **SECTION 7 WORK PRODUCT**

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for

substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.

- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

## **SECTION 8 REVISION TO WORK PRODUCT**

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

## **SECTION 9 REIMBURSABLE EXPENSES**

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.

- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

## **SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 SUSPENSION. County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.
- 10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.
- 10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.



10.2.2 Consultant shall deliver to County copies of all completed or partially completed Master Plan documents and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a

statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.3.6 Consultant shall deliver to County copies of all completed or partially completed Master Plan documents and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

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

## **SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY**

11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.

11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's Master Plan documents or other documents, or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.

11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.

11.6 Consultant shall comply with applicable Texas law regarding placement of his Texas Professional Consultant's seal of endorsement on documents furnished to County.

11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.



11.8 INDEMNIFICATION. CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

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

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

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

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

## **SECTION 12 OWNERSHIP OF DOCUMENTS**

12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.

12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files,

tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.

- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

### **SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

### **SECTION 14 MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.

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

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

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

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

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

COUNTY: Cyd V. Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas. 78767

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

Mark Gilbert  
Project Manager  
Travis County Planning and Budget Office  
P.O. Box 1748  
Austin, Texas 78767

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

W. Robert Glass, Executive Vice President and Director of Planning  
Carter Goble Associates LLC (DBA CGL)  
2485 Natomis Park Drive, Suite 300  
Sacramento, California 95833

14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

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

- 14.9 PAYMENTS. County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

Planning and Budget Office  
P.O. Box 1748  
Austin, Texas 78767

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

- 14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

14.10.2 the debt is paid.

14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

- 14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.

14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subconsultant participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. County understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while



cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall record and submit electronically payments made to all Subcontractors/subconsultants for work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15<sup>th</sup> day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any

substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 County understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

- 14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.



- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.
- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. By submitting a Qualifications Statement in response to RFQ# Q1304-002-AG, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award,

Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.

- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.
- 14.29 ENTITY STATUS. By my signature below, I certify that Consultant is a South Carolina Limited Liability Company and is registered in Texas as a Foreign Limited Liability Company under Texas law and is authorized to do and doing business in the State of Texas.

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

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

CONSULTANT:

By: 

Printed Name: William Robert Glass

Title: Executive Vice President and Director of Planning

Authorized Representative

Date: 2.28.14

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, phone (512) 305-8900, has jurisdiction over individuals licensed as a Texas Board of Architectural Examiners, Chapter 1051 of the Occupations Code.

TRAVIS COUNTY, TEXAS:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

APPROVED AS TO PROCUREMENT COMPLIANCE:

By: \_\_\_\_\_

Cyd V. Grimes, C.P.M., CPPO  
Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: \_\_\_\_\_

Nicki Riley  
Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_

Assistant County Attorney

**EXHIBIT 1**  
**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

- 1.1 The fixed fee for the performance of the Basic Services will be the sum of \$749,000.00 (for Phase I and Phase II)

***NOTE: At the time of contract award, funding will be available for Phase I Services ONLY and a request for performance of services (via issuance of a written Notice to Proceed) will be made at that time. The contract will be modified at a later date to include funding for, as well as performance of (via issuance of written Notice to Proceed), Phase II Services, pending funding by the Travis County Commissioners Court and satisfactory completion of Phase I Services.***

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

(i) Phase I:

(1) Kick-off, Visioning, Walk-through	\$ <u>42,760.00</u>
(2) Court System Data Analysis	\$ <u>45,030.00</u>
(3) Review of Jail Operations	\$ <u>154,980.00</u>
(4) Inmate / Bedspace Projections	\$ <u>68,140.00</u>
(5) Project Management, Support	\$ <u>107,840.00</u>
(6) Final Reports	\$ <u>42,560.00</u>
Total Fixed Fee for Phase I Total:	\$ <u>461,310.00</u>

(ii) Phase II: ***Subject to funding by the Travis County Commissioners Court and satisfactory completion of Phase I Services.***

(1) Physical Plant Review	\$ <u>212,750.00</u>
(2) Project Management, Final Presentations	\$ <u>45,100.00</u>
(3) Final Reports includes:	\$ <u>30,540.00</u>
Total Fixed Fee for Phase II Total:	\$ <u>288,390.00</u>
Total Fixed Fee for Phases I and II:	\$ <u>749,700.00</u>

**SECTION 2 - FIXED FEE**

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

**SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

- 3.1 “Additional Services” are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.
- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant’s errors or omissions, in which case County will not compensate Consultant.

**SECTION 4 – REIMBURSABLE EXPENSES**

- 4.1 County will reimburse Consultant for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a 0 percent (0%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$500.00

Sub-Contract Management Fee: Not Applicable

REIMBURSABLES TOTAL NOT TO EXCEED: \$500.00

**SECTION 5 –TOTAL AGREEMENT SUM**

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$749,700.00 (Phase I @ \$461,310.00, and Phase II @ \$288,390.00 [see Note at paragraph 1.1 for funding information]), plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$500.00, will not exceed \$750,200.00.

**SECTION 6 –SCHEDULE OF PAYMENTS**

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.9, by the Planning and Budget Office.

**EXHIBIT 2**  
**HOURLY RATES**

**BASIC SERVICES**

Schedule of Rates (Hourly):

Senior VP (LM).....	\$295.00
Senior VP (RF).....	\$295.00
Managing Director.....	\$250.00
Senior Planner.....	\$160.00
Support Staff .....	\$120.00

**ADDITIONAL SERVICES**

Schedule of Rates (Hourly):

Vice President (SC) .....	\$280.00
Planner (AB).....	\$125.00
JFA Associates.....	\$145.00
Herbert Rosefield.....	\$150.00

### **EXHIBIT 3**

### **PROJECT SCHEDULE**

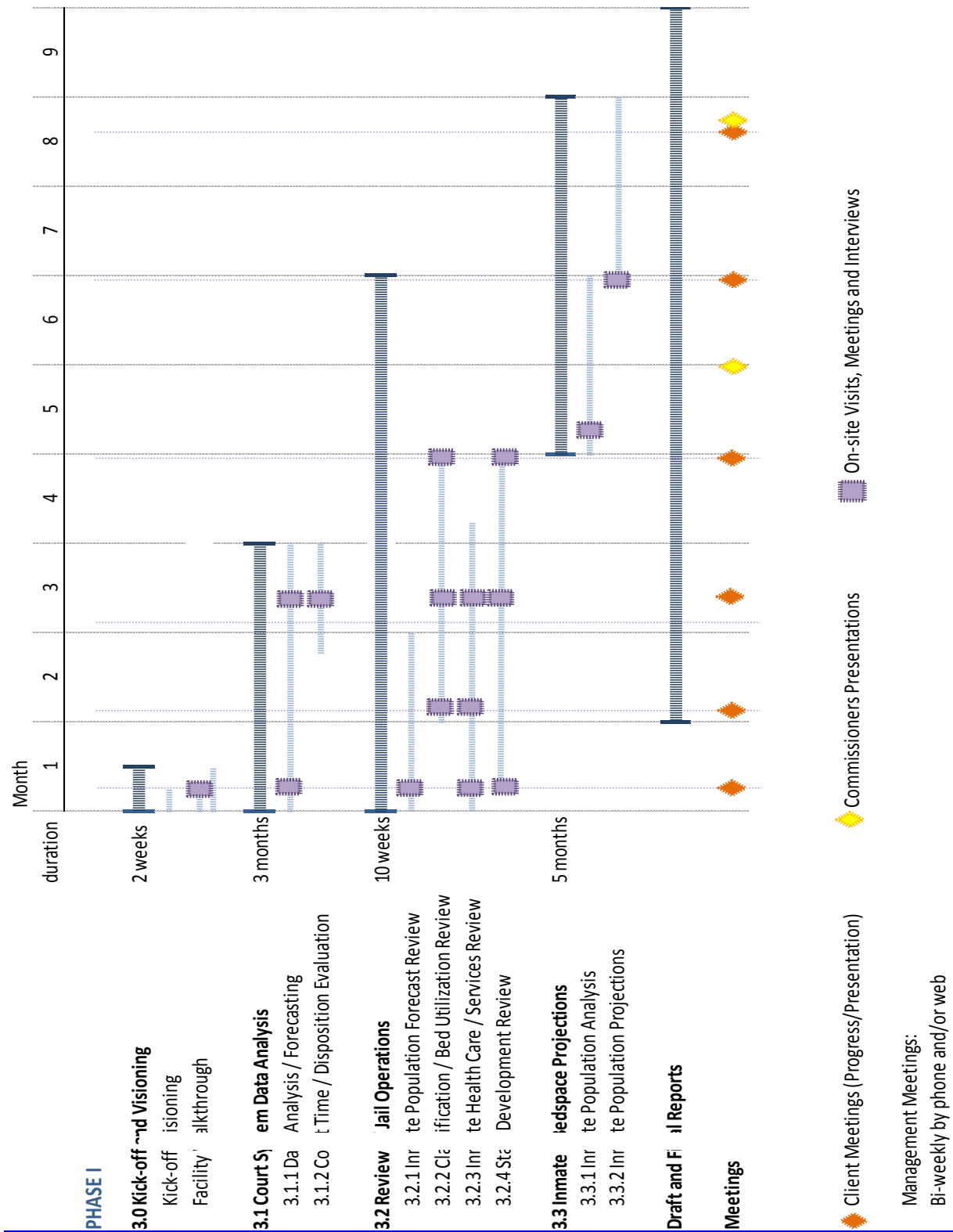
- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/consultant practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
  2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
  3. a force majeure event has occurred; and
  4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **275 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **275** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.



ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE





**EXHIBIT 4**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT 5**  
**INSURANCE REQUIREMENTS**

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by COUNTY shall not relieve or decrease the liability of Consultant under this Agreement.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

**EXHIBIT 6**

STATE OF TEXAS           }  
COUNTY OF TRAVIS       }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_

Name of Affiant: William Robert Glass

Title of Affiant: Executive Vice President

Business Name of CONSULTANT: Carter Goble Associates, LLC

County of CONSULTANT: Richland County, South Carolina

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365-day period immediately before the date of this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary

My commission expires: \_\_\_\_\_

**EXHIBIT 6, ATTACHMENT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**January 21, 2014**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	David Salazar	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Executive Assistant .....	Sue Spears	
Commissioner, Precinct 2 .....	Bruce Todd*	
Commissioner, Precinct 2 (Spouse) .....	Elizabeth Christian	Consultant
Executive Assistant .....	Sara Krause*	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	Charyl Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Madison A. Gessner*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Chief Information Officer .....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	
Director, Health Services Division .....	Beth Devery	
Attorney, Health Services Division .....	Prema Gregerson	

## Contract No. 4400001398

Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....CW Bruner, CTP  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Loren Breland, CPPB  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM  
 Purchasing Agent Assistant IV .....Rosalinda Garcia  
 Purchasing Agent Assistant IV .....Angel Gomez  
 Purchasing Agent Assistant IV .....Jesse Herrera, CTP, CTPM, CTCM  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Sydney Ceder  
 Purchasing Agent Assistant III .....Ruena Victorino\*  
 Purchasing Agent Assistant III .....Rachel Fishback\*  
 Purchasing Agent Assistant II.....Vacant  
 Purchasing Agent Assistant II.....L. Wade Laursen  
 Purchasing Agent Assistant II.....Sam Francis  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist .....Betty Chapa  
 HUB Specialist .....Jerome Guerrero  
 Purchasing Business Analyst .....Scott Worthington  
 Purchasing Business Analyst .....Vacant  
 Planning Manager, Planning & Budget, .....Belinda Powell  
 Strategic Planner, Sr., Planning & Budget.....Mark Gilbert, AICP  
 Project Manager Sr., Facilities Management.....Ken Gaede, AIA

**FORMER EMPLOYEES**

Position Held	Holding Office/Position	Date of Expiration
Commissioner, Precinct 2 .....	Sarah Eckhardt .....	05/ 31/14
Purchasing Agent Assistant III .....	Nancy Barchus, CPPB .....	06/28/14
Purchasing Business Analyst .....	Jennifer Francis .....	11/29/14
Executive Assistant.....	Barbara Smith ....	01/15/15

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

**EXHIBIT 7**  
**HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**



## ATTACHMENT 2

### HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business (M/WBE) goals adopted by the Travis County Commissioners Court.

The following goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, have been assigned for this particular project and designated with an "X" in the box ☒ provided.

*Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.*

☐ **COMMODITIES**
☒ **PROFESSIONAL SERVICES**
☐ **NON-PROFESSIONAL SERVICES**

<b>Overall MBE</b> Goal: 3.5%	<b>Sub-goals:</b> 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American
<b>Overall WBE</b> Goal: 6.2%	

<b>Overall MBE</b> Goal: 15.8%	<b>Sub-goals:</b> 1.9% African-American 9.0% Hispanic 4.9% Native/Asian American
<b>Overall WBE</b> Goal: 15.8%	

<b>Overall MBE Goal:</b> 14.1%	<b>Sub-goals:</b> 2.5% African-American 9.9% Hispanic 1.7% Native/Asian American
<b>Overall WBE</b> Goal: 15.0%	

Prime Contractor: Carter Goble Associates, LLC dba CGL

Project Title: Professional Consultant Services for the Adult Correctional System Needs Analysis and Master Plan Update

HUB: ☐ Yes ☒ No Indicate Gender & Ethnicity: \_\_\_\_\_

Certifying Agency (Check all applicable): ☐ State of Texas (HUB) ☐ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)

Address: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ We are able to fulfill all, or most, of the potential subcontracting opportunities with our own resources.

☒ If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation, including a HUB Declaration, GFE Checklist and subcontractor payment information.

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: \_\_\_\_%?

(List all subcontractor information below).

Total Project Amount: \_\_\_\_\_

**TOTAL MBE:** \$ \_\_\_\_\_ % 14 **TOTAL WBE:** \$ \_\_\_\_\_ % 18

#### -PLEASE COMPLETE ALL INFORMATION IN ITS ENTIRETY.-

Name and Title (print or type): W. Robert Glass, AIA

E-mail address: bglass@cglcompanies.com

Signature: 

**Contact person that will be in charge of invoicing for this project?**

Name and Title: Marie Bond, Controller

Phone: 212.563.9154

E-mail address: marie@riccigreene.com

RFQ #Q1304-002-AG

**PART I: LIST OF CERTIFIED HUB SUBCONTRACTORS (Duplicate as necessary)**HUB Subcontractor Name: Facility Planning AssociatesHUB: ☒ Yes ☐ No Certifying Agency (Check all applicable): ☒ State of Texas (HUB) Indicate Gender & Ethnicity: F/WO☐ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)Address: 202 River Rock Dr. City: Georgetown State: TX Zip: 78633Contact Person: Denise Davis Title: President Phone No.: (505) 401 2403Fax No.: ( ) E-mail: dadavis@facplanassoc.com

Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Work to be Performed: Courts and Jail programmingHUB Subcontractor Name: Project Cost Resources, IncHUB: ☒ Yes ☐ No Certifying Agency (Check all applicable): ☐ State of Texas (HUB) Indicate Gender & Ethnicity: F/WO☒ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)Address: 23501 Cinco Ranch Blvd  
Ste B230 City: Katy State: TX Zip: 77494Contact Person: Belinda Williams Title: President Phone No.: (281) 497 4171Fax No.: (281) 497 3522 E-mail: bwilliams@pcrcost.com

Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Work to be Performed: Criminal Justice Facility Cost EstimatingHUB Subcontractor Name: Jose I Guerra, IncHUB: ☒ Yes ☐ No Certifying Agency (Check all applicable): ☐ State of Texas (HUB) Indicate Gender & Ethnicity: M/Hi☒ City of Austin (M/WBE) ☒ Tx. Unified Cert. Program (DBE)Address: 2410 S. IH 35 City: Austin State: TX Zip: 78741Contact Person: Rick Guerra, PE Title: President/CEO Phone No.: (512) 445 2090Fax No.: (512) 445 2099 E-mail: rguerra@guerra.com

Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Work to be Performed: MEP engineering consultationHUB Subcontractor Name: Structures & Haynes Whaley, LLCHUB: ☒ Yes ☐ No Certifying Agency (Check all applicable): ☒ State of Texas (HUB) Indicate Gender & Ethnicity: M/Hi☒ City of Austin (M/WBE) ☐ Tx. Unified Cert. Program (DBE)Address: 1018 W. 11<sup>th</sup> St. Ste 100 City: Austin State: TX Zip: 78703Contact Person: Heidi Cismeros Title: Associate Principal Phone No.: (512) 499 0919Fax No.: (512) 320 8521 E-mail: heidi@structures.tx.com

Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Work to be Performed: Structural engineering - Institutional



RFQ #Q1304-002-AG

**PART II: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTORS**

The bidder shall use this section to provide a listing of all "Non-HUB" subcontractors, including suppliers that will perform work on this project. A list of "Non-HUB" subcontractors selected after contract award must be provided **IMMEDIATELY** after selection.

Subcontractor Name: Straub & Associates Address: 2170 English Turn City: \_\_\_\_\_  
Presto State: PA Zip: 15142  
 Contact Person: Daniel Straub, PhD Title: President Phone No.: (412) 429 1322  
 Fax No.: (412) 429 1324 E-mail: dan@straubandassociates.biz  
 Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_%  
 Description of Work to be Performed: Specialty courts consultation and analysis

Subcontractor Name: Herbert A. Rosefield, Jr.Ed.D Address: 4513 Gates St. City: \_\_\_\_\_  
Raleigh State: NC Zip: \_\_\_\_\_  
 Contact Person: Bert Rosefield Title: \_\_\_\_\_ Phone No.: (919) 349 5918  
 Fax No.: ( ) N/A E-mail: harosefield@gmail.com  
 Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_%  
 Description of Work to be Performed: Correctional healthcare consultation and planning

Subcontractor Name: Wendy Naro Ware Address: 720 Kearney St City: \_\_\_\_\_  
Denver State: CO Zip: 80220  
 Contact Person: Wendy Naro Ware Title: \_\_\_\_\_ Phone No.: (303) 399 3218  
 Fax No.: (303) 321 0363 E-mail: wpnaro@aol.com  
 Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_%  
 Description of Work to be Performed: Statistical analysis and classification consulting

Subcontractor Name: Broadus Planning, LLC Address: 1301 S. Capital of Texas Hwy City: \_\_\_\_\_  
Austin State: TX Zip: 78746  
 Contact Person: Stephen Coulston Title: Vice President Phone No.: (512) 329-8822  
 Fax No.: (512) 329-8242 E-mail: scoulston@broadusplanning.com  
 Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_%  
 Description of Work to be Performed: Master planning options development

**PART III: NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST**

If you were unable to meet the set goals for this project, place a check mark ☒ by the response(s) that best fits your situation. Supporting documentation to demonstrate your good faith efforts in utilizing subs may be requested at any time.

Our firm was unable to meet the HUB goals for this project for the following reason(s):

\_\_\_\_\_ All subs to be utilized are "Non-HUBs."

☒ HUBs solicited did not respond. *Statistical Analysis - Criminal Justice*

\_\_\_\_\_ HUBs solicited were not competitive.

☒ HUBs were unavailable for the following trade(s): Correctional healthcare consulting,  
jail classification analysis

**Texas Historically Underutilized Business (HUB) Certificate**

Statewide Historically Underutilized Business Program

Certificate/VID Number:	1412159278700
File/Vendor Number:	481091
Approval Date:	30-MAY-2013
Scheduled Expiration Date:	30-MAY-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

## FACILITY PLANNING ASSOCIATES

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 31-MAY-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager*  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhuhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

Rev. 09/12



# State of Texas

## Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

### **PROJECT COST RESOURCES, INC.**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 21-NOV-2009, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1760489699700  
File/Vendor Number: 77718  
Approval Date: 20-NOV-2009  
Expiration Date: 20-NOV-2013

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

# KB PIKE ENGINEERING LLC

CMBL/HUB Vendor Detail	
Vendor ID / Number:	1452877258600 / 472636
HUB Status:	<a href="#">A</a> (HUB on CMBL)
HUB Expire Date:	23-FEB-16
Vendor Name:	KB PIKE ENGINEERING LLC
Vendor Address:	1801 S MO PAC EXPY SUITE 100 AUSTIN, TX 78746 USA
County:	TRAVIS
Contact:	Jennifer Garcia
Phone / Fax:	512-794-6787 /
Email Address:	<a href="mailto:jennifer@kbpik.com">jennifer@kbpik.com</a>
Ethnicity / Gender:	WO / F
Business Description:	Provide civil engineering services:entitlements,subdivisions,commercial/residential design/planning,floodplain studies,infrastructure (water, wastewater and drainage)design/planning, cost estimates,erosion control,project/construction management
Business Category:	ARCHITECTURAL/ENGINEERING AND SURVEYING (05)
Small Business:	Y
CMBL Expire Date:	18-OCT-13

<a href="#">Vendor Performance</a>	Score	# of POs
Commodity Delivery:	<a href="#">*</a>	0
Commodity Performance:	<a href="#">*</a>	0
Service Delivery:	<a href="#">*</a>	0
Service Performance:	<a href="#">*</a>	0
Non-Scored Reports:	Satisfactory	Unsatisfactory
Delegated, Exempt, and Blanket POs:	<a href="#">0</a>	<a href="#">0</a>
Exceptional Performance Reports:	<a href="#">0</a>	

Class-Item   Commodity Description ( <i>bold for all items in class</i> )	
85	<b>BAGS, BAGGING, TIES, AND EROSION SHEETING, ETC.</b>
85-85	Soil Erosion Sheeting Material (To Include Silt Fencing): Asphalt, Biodegradable Paper, Burlap, Excelsior, Jute, Straw, etc.
	commodity items shown for class 85 are available for the districts:

907	<i>*ARCHITECTURAL AND ENGINEERING SERVICES, NON-PROFESSIONAL</i>
907-35	Designing Services
907-40	Engineering Services, Non-Licensed (Not Otherwise Classified)
907-75	Site Assessment and Site Field Observation
	commodity items shown for class 907 are available for the districts: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25
925	<i>*ENGINEERING SERVICES, PROFESSIONAL</i>
925-17	Civil Engineering
925-23	Dam Engineering
925-33	Engineer Services, Professional
925-49	Highways; Streets; Airport Pay-Parking Lots - Engineering
925-58	Irrigation; Drainage; Flood Control/Engineering
925-61	Land Development and Planning/Engineering
	commodity items shown for class 925 are available for the districts: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25
958	<i>*MANAGEMENT SERVICES</i>
958-26	Construction Management Services
958-62	Irrigation System Management Services
958-77	Project Management Services
	commodity items shown for class 958 are available for the districts: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at [e.cmbi@cpa.state.tx.us](mailto:e.cmbi@cpa.state.tx.us).

# STRUCTURES + HAYNES WHALEY, LLC

CMBL/HUB Vendor Detail	
Vendor ID / Number:	1113664384500 / 27240
HUB Status:	<a href="#">A</a> (HUB on CMBL)
HUB Expire Date:	17-MAY-14
Vendor Name:	STRUCTURES + HAYNES WHALEY, LLC
Vendor Address:	1018 WEST 11TH STREET, SUITE 100B AUSTIN, TX 78703 USA
County:	TRAVIS
Contact:	Heidi Cisneros
Phone / Fax:	512-495-9540 / 512-495-9447
Email Address:	<a href="mailto:heidi@structurestx.com">heidi@structurestx.com</a>
Ethnicity / Gender:	HI / M
Business Description:	Structural Engineering
Business Category:	ARCHITECTURAL/ENGINEERING AND SURVEYING (05)
Small Business:	Y
CMBL Expire Date:	17-DEC-13

<b><a href="#">Vendor Performance</a></b>	<b>Score</b>	<b># of POs</b>
Commodity Delivery:	<a href="#">*</a>	0
Commodity Performance:	<a href="#">*</a>	0
Service Delivery:	<a href="#">*</a>	0
Service Performance:	<a href="#">*</a>	0
<b>Non-Scored Reports:</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>
Delegated, Exempt, and Blanket POs:	<a href="#">0</a>	<a href="#">0</a>
Exceptional Performance Reports:	<a href="#">0</a>	

## Class-Item | Commodity Description (*bold for all items in class*)

918	<b>*CONSULTING SERVICES</b>
918-42	Engineering Consulting
	commodity items shown for class 918 are available for the districts: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25
925	<b>*ENGINEERING SERVICES, PROFESSIONAL</b>
925-33	Engineer Services, Professional
925-56	Inspecting, Structural/Engineering
925-88	Structural Engineering
925-	

92	Value Engineering and Value Analysis Services, Professional	Page 44 of 66
	commodity items shown for class 925 are available for the districts: 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25	

See the [CMBL Information Page](#) for information on updates. Contact CPA by email at [e.cmbbl@cpa.state.tx.us](mailto:e.cmbbl@cpa.state.tx.us).



Page 45 of 66

# State of Texas

## Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),  
hereby certifies that

**JOSE I. GUERRA, INC.**

has successfully met the established requirements of the  
State of Texas Historically Underutilized Business (HUB) Program  
to be recognized as a HUB.

This certificate, printed 27-FEB-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1742049988500  
File/Vendor Number: 02509  
Approval Date: 23-FEB-2010  
Expiration Date: 23-FEB-2014

Paul A. Gibson  
Statewide HUB Program Manager  
Texas Comptroller of Public Accounts  
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.



*City of Austin*  
*Small and Minority Business Resources Department*  
*certifies that*

**Jose I Guerra, Inc.**

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

**Minority-Owned Business Enterprise**

with the City of Austin.



**EXPIRATION DATE:**

**07/11/2014**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.  
Verification of certification status can be obtained by calling 512.974.7645.

Veronica Briseño Lara, Director  
Small and Minority Business Resources Department

CITY'S VENDOR CODE: GUE2157000





*City of Austin*



*Small and Minority Business Resources Department certifies that*

**Jose I Guerra, Inc.**

is certified as a

**Disadvantaged Business Enterprise**

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE Standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE Program.

Veronica Briseño Lara, Director  
Small and Minority Business Resources Department

CITY'S VENDOR CODE: GUE2157000

**EXPIRATION DATE:**  
**07/11/2014**

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling 512.974.7645.



S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbi/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

## Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number:	1270806160600
File/Vendor Number:	084448
Approval Date:	12-NOV-2013
Scheduled Expiration Date:	12-NOV-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**BROADDUS PLANNING, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 15-NOV-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

## **APPENDIX A**

### **SCOPE OF SERVICES**

#### **1.0 PROJECT BACKGROUND AND APPROACH**

In 2011, Travis County completed a Central Campus Needs Assessment and Master Plan that identified the need to expand criminal court facilities in the central business district in the near future, necessitating the construction of a new central booking facility and the demolition of an existing multi-story jail located in the central business district. Travis County now wishes to conduct a more detailed review of the criminal court system and jail operations to determine the best approach to satisfy future need as the population of Travis County continues to grow. This review is intended to continue the work started in the Central Campus Master plan by refining the analysis of the criminal court system growth that in part determines the need for capacity in the jail system. Additionally, an update to and refinement of the forecasted size of the future central booking facility will need to be performed to prepare for facility development. This analysis should consider the impact of potential independent booking and magistration facilities by the City of Austin (APD). In concert with the refinement of the criminal court system data, a review of the correctional facility located outside of the downtown will be developed to ensure future growth and replacement beds are categorized and planned for development in the future.

Travis County is seeking an expert to work with County staff to conduct a review of the adult correctional system, starting with the current court operations that feed into the need for additional jail bed days. Current booking and jail operations review should address staffing, health care, inmate services, program delivery, classification, and bed utilization. The results of this analysis will determine the need for additional and/or replacement beds by bed type in the adult correctional system. This analysis will identify the cost, staffing, and time impact on the system of inmate transports to and from court proceedings and ways to mitigate the need for transports other than the use of video. The Consultant should have nationally recognized credentials in the field of effective and efficient criminal court system delivery and adult correctional system management and design. The Consultant should have demonstrated expertise in producing reliable long-term projections for both court systems and correctional systems, accounting for the impact of one system on the other.

This analysis is to be performed in a collaborative fashion. The Consultant will provide advice and assistance to County staff in the collection of the court system data necessary to review the impacts of inmate transports to court and identify alternatives to alleviate such impacts. The Consultant will draw on their national expertise to inform the development of the correctional system needs assessment.

#### **2.0 FORMAT OF THE INFORMATION TO BE EXCHANGED**

The Consultant agrees to make all information for this Project available to Travis County using the Microsoft Office 2010 suite of software.

#### **3.0 TASKS TO BE PERFORMED**

##### **3.1 Court System Data Analysis**

###### **3.1.1 Review and evaluate filing and disposition trends and develop court system forecast:**

This assessment will include, at a minimum, the following analyses:

- 3.1.1.1 Review and analyze criminal court measures by court and case type for both District and County courts based on data provided by Travis County and prepare and updated forecast of judicial officers/courts for the Criminal Courts.
- 3.1.1.2 For the Specialized dockets, the following analysis of relevant criminal court measures will be performed: cases and revocations disposed, age of case bands, time to disposition bands, booking to filing bands, settings to disposition, and jail initial length of stay. This analysis will develop the data necessary to determine the impact of the specialized dockets on ADP and relevant transportation costs.
- 3.1.1.3 Based on review of data developed in tasks 3.1.1.1 and 3.1.1.2, discuss with judiciary trends/factors that may impact jail space and transport demand and identify if process changes or facility improvements should be targeted to enhance efficiencies in the system.

Deliverables for 3.1:

- Current caseload analysis
- Projections for caseloads, disposition rates and judicial officers

## **3.2 Review of Jail Operations**

### **3.2.1 Review inmate population forecasts:**

County staff will provide a written methodology and model that is currently used to forecast the growth of the in-custody population at the jail. The Consultant will review these materials and assist county staff in the evaluation of the impacts of recent programs in the criminal court system that appears to be having a favorable impact on the jail population. The analysis should include the following:

- 3.2.1.1 Review of the current model. Consultant will meet on site with Sheriff's Office staff to discuss the current model, methodologies, assumptions, and forecasts.
- 3.2.1.2 Identification of likely impacts of the court programs. Based on review of the methodology and model, along with a review of recent admissions, releases and end of month ADP counts provided by the County, the consultant will identify which assumptions proved true as well as assumption error regarding projected bookings, length of stay, and impact on court programs.
- 3.2.1.3 Determination of the appropriate modifications to the model to more accurately forecast changes in the inmate population. Make recommendation for a more predictive model based on Consultant expertise and best practices knowledge as necessary. Consultant will provide a summary survey of projection models used nationally, with strengths and weaknesses. Based on the specifics of Travis County, and informed by the survey, the Consultant will recommend and build a customized simulation model for the County (described in more detail in section 3.3.2), which can be used to generate booking and forecast volumes through 2035, both with and without Austin Police Department included.
- 3.2.1.4 Identify the booking and forecast volumes through 2035.



- 3.2.1.5** Identify impacts on booking volumes and forecast to 2035 under an assumption that the City of Austin Police Department (Austin PD) pursues separate booking and/or magistration plans and facilities.

Deliverables for 3.2.1

- A written brief containing a detailed statistical description of the current model, its strengths and shortcomings
- Findings from the review of the forecasted bedspace, including deviation in projected bookings and forecast volumes, impacts of recent court programs, and other impacts regarding newly enacted legislation or Departmental policies.
- Recommendations for modifications to the current model.
- Booking and ADP forecasts (baseline) and without Austin PD.

**3.2.2 Review and evaluate current classification and bed utilization:**

**3.2.2.1** The Consultant will partner with County staff in developing a detailed profile of the current correctional system population to determine the aggregate capacity levels and custody classification levels for correctional facility beds needed to effectively support the current inmate population.

3.2.2.1.1 Travis County staff will provide the CONSULTANT with the Housing Unit Assignment Plan methods currently used by the Travis County Sheriff's Office (TCSO), including a two-year snapshot of the inmate population by classification to include classification over-rides or re-classifications. Staff will coordinate with consultant on data contents and format required for the validation effort. Staff will coordinate with the CONSULTANT to provide profile snapshot data to include current classification designation, including all special populations as identified in concert with TCSO staff (AdSeg, Med/MH, Intake/Reception, PC, etc.). Ideally offender charge, time served, social-economic and needs data would be included to provide a clearer, more descriptive picture of offender profiles (scores) at each level.

3.2.2.1.2 The Consultant will assess the current TCSO Housing Unit Assignment methods and provide feedback and recommendations related to the methodology. The consultant will make an on-site visit to observe the classification process firsthand and to conduct interviews with classification staff to identify positive and negative influences in the process, with particular attention paid to line staff's impressions of the current system, strengths and weaknesses, of the instrument, processing time, and the like. Based on the interviews with TCSO staff and Texas Commission of Jail Standards staff and based on data analysis, the overall effectiveness and/or deficiencies of the system will be determined. Issues could include staff sufficiency, adequacy of training manual/process, accuracy of recording data on classification form, and if the housing plan is consistent with custody levels as scored.



- 3.2.2.1.3 The Consultant will provide technical support as needed for the duration of this portion of the analysis, either while on site or via telephone, e-mail, web-based meetings.
- 3.2.2.1.4 Travis County staff will develop a current inmate profile using the revised/improved Housing Unit Assignment Plan methods. Inmate population information will include charge, legal status, risk levels, and demographic data for the correctional system and then for key offender groups by gender (to include special needs such as medical and mental health).
- 3.2.2.1.5 The Consultant will review and provide feedback on the revised Housing Unit Assignment Plan prepared by Travis County.
- 3.2.2.2 The Consultant will evaluate the current use of beds from a custody classification perspective to determine maximum utilization under current Texas Commission on Jail Standards rules. This task should include the validation of the current classification tools, process, and system being used.
  - 3.2.2.2.1 Travis County staff will provide current internal evaluation data and any other information as identified by the consultant for use in the validation of the TCSO classification system and bed utilization.
  - 3.2.2.2.2 The Consultant will prepare a written report that summarizes facility-specific and overall findings and recommendations regarding the utilization of the classification system and validity of the classification system for the male and female inmates at initial classification and reclassification. Travis County staff will provide the consultant with the necessary data sets required for the validation effort. Ideally, the same data obtained for the forecasting effort will be used for the validation effort, and the consultant will work closely with TCSO to combine one complete data extract at project start-up. This will keep the data consistent across all analytic efforts and will help to minimize TCSO staff time commitments.
  - 3.2.2.2.3 The Consultant will evaluate the current use of beds from a custody classification perspective to determine the maximum utilization of beds under current Texas Commission on Jail Standards rules and summarize their findings.
- 3.2.2.3 The consultant will perform a statistical validation of the classification risk instrument.
  - 3.2.2.3.1 The Validation effort will consist of a Case Audit to establish that the records stored within the database are accurate; a Reliability Test to ensure that cases are being filled out consistently across staff and facilities; and a Statistical Test of Validation to determine the predictive value of the instrument as a whole and of its parts. The reliability test will be completed on site together with TCSO classification staff over a 2-3 day period
  - 3.2.2.3.2 Based on the validation effort as well as the comprehensive classification housing plan review, the consultant will recommend changes to the instrument, the classification process, and any training manuals. Results will be summarized in a report and presented to the County for approval.

3.2.2.3.3 Once the County has provided feedback and approved the changes, a simulation of the effects on the jail population will take place. This will indicate what the proposed classification will yield, and the resultant housing unit plan.

3.2.2.3.4 The new classification results can be overlaid on the forecasts to establish an estimate of the kinds of beds that will be required as part of the overall Master Plan.

Deliverables for Task 3.2.2.

- A written report that summarizes facility-specific and overall findings and recommendations regarding the utilization of the classification system and validity of the classification system (methods) for the male and female inmates at initial classification and reclassification.
- A written report summarizing the validation analysis, findings, and recommendations
- Revised classification housing plan based on simulation of changes to the classification instrument, by type of bed and gender

3.2.3 **Review and evaluate current inmate health care and program services delivery:**

3.2.3.1 The Consultant will review inmate health care to include current protocols, strategies to reduce costs (including telemedicine opportunities), reimbursement plans, and the current service delivery system, with an eye toward saving costs. This includes a walk-through of all locations with all health care activities (including but not limited to intake, sick call, clinic space, pharmacy, medical records, and housing), to observe health care activities and discuss observations with staff in real time.

3.2.3.2 Consultant will conduct formal interviews with medical staff to discuss observations from the walk through coupled with review and assessment of related reports, data, and other written documented requested. In depth interviews will be conducted with medical, custody, administration staff; major vendors/providers as available; and inmates; followed up with close out meeting(s) to discuss key areas of consideration emerging from the interviews.

3.2.3.3 Travis County staff will collect and provide the Consultant with the any data identified by the consultant as necessary for the performance of an analysis of the delivery of health care for the incarcerated population, including off-site vendor contracts, usage data, and other relevant materials as identified in concert with TCSO staff.

3.2.3.4 The Consultant will review the current inmate health care system and provide a written report documenting the current delivery system and highlighting any recommended changes and/or cost saving strategies. The report will provide a clear understanding of the factors impacting cost and the potential for cost savings by following recommended strategies. After advance discussion and consultation with team leaders, conduct final interviews/wrap-up meetings with county staff and providers to discuss preliminary findings and recommendations.

Deliverables for 3.2.3.1 - 3.2.3.4

- Written report documenting the current delivery system and highlighting any recommended changes and/or cost saving strategies. The report will provide a clear understanding of the factors impacting cost and the potential for cost savings by following recommended strategies.
-

3.2.3.5 Travis County staff will assess the effectiveness of current programs (both statutorily required and discretionary) in relation to the profile of the population(s) using the programs and develop any recommendations for changes in delivery methods within the confines of the Fiscal Year (FY) 2013 funding levels for program services.

3.2.3.5.1 Travis County staff will collect data, develop an assessment, and provide the Consultant with written findings concerning the effectiveness of the current programs and delivery methods of those programs in relation to the population being served. Consultant will provide Travis County staff with a list of basic data elements required to develop a statistically sound assessment of current programs, and to guide the evaluation of programs.

3.2.3.5.2 The Consultant will be on-call for technical support for the duration of this analysis.

3.2.3.5.3 The Consultant will discuss the analysis and findings with TCSO program staff via videoconferencing or on site to supplement our review of the written findings provided by the County, and will provide written feedback/comments and recommendations for improvements on the findings provided by Travis County.

Deliverables for Tasks 3.2.3.5 – 3.2.3.5.3

- Written feedback/comments and recommendations for improvements on the findings provided by Travis County.

3.2.4 **Review and evaluate current staff deployment:**

The analysis will include at a minimum, the following areas:

3.2.4.1 Based on observation, interviews with TSCO staff, and review of related staffing documents, the consultant will conduct a staffing analysis and review current staffing patterns for all security personnel in all jail facilities, including Central Booking and the Transportation Unit. The following should be considered during the review:

- Texas Commission on Jail Standards requirements for inmate supervision;
- Type of inmate custody/security classification for each post, unit size and unit design;
- Impact of having numerous free-standing, independent housing facilities;
- Movement of inmates to programs and services, both statutorily required and local option/discretionary (such as meals and recreation versus educational or work programs);
- Movement and transportation of inmates to Court hearings, clinic visits, hospitalizations, etc.; and
- Alternative shift schedules if allowed by law.

3.2.4.2 Based on observation, interviews with TSCO staff, and review of related staffing documents, the consultant will conduct a staffing analysis and review staffing patterns of all support, program, and administrative areas and functions (i.e. non-custody staff) in the Corrections Bureau and the Transportation Unit. The following should be considered during the review:

- Alternative shift schedules if allowed by law;
- Cost-benefit of out-sourcing functions under the support, programs and administrative areas;

- Analysis should include both security and non-security posts filled with sworn positions;
- Development of a fixed post formula for civilian assignments; and
- Assessment of the potential for further use of civilian positions in lieu of sworn positions, and the converse option of replacing civilians with sworn officers where service delivery improvement or cost efficiencies may exist.

3.2.4.3 Review methods of developing the correctional staffing shift relief factor and provide recommendations as to any changes in methodology that would more accurately reflect actual hours worked.

- Review should include best practices related to 24/7/365 operations and the administration of leave; management of overtime; mandatory training schedules, etc. and how these factors affect the relief factor calculations.

3.2.4.4 Review methods to make correctional staff resources more efficient, including but not limited to the following.

- Review of all standard operating procedures
- Review all overtime usage and causes and suggest alternative actions to reduce overtime, to include developing models of planned leave to better manage staff vacations, military leave, mandatory training, etc.;
- Review impact of scheduled inmate activities and programs on staffing;
- Review of emerging technologies to improve staff efficiency and effectiveness;
- Review of inmate movement to and housing at medical facilities,
- Review of inmate movement to and from court proceeding, and
- Review the span of control for all supervisors.

3.2.4.5 Assess the potential order of magnitude impact on staffing of major changes in TCSO or system practices (such as separate booking and/or magistration facility for APD, on site courts at Del Valle, changes to release practices and location, etc.

#### Deliverables for 3.2.4

- Report of findings from the staffing analysis, including overview of existing staff utilization, shift relief factor and current staff deployment challenges, strengths and weaknesses.
- Recommended changes to shift relief factor, staff deployment, scheduling and/or assignment.
- Revised staffing plan based on recommended changes.
- Potential cost impact of major system/departamental changes on staffing requirements

### **3.3 Evaluation of Inmate Population and Forecast of Physical Plant Needs**

#### **3.3.1 Analysis of the inmate population:**

The Consultant will assist County staff in the development of an inmate population study in order to describe the jail population and provide information useful for the planning of programs, as well as to identify the proportion of the inmate population that might be eligible for various alternatives to incarceration.

- 3.3.1.1 The Consultant will provide County staff with tools and methods for collecting the data necessary to develop population projections for the jail system (inmate characteristics, sentencing information, charge, length of sentence, length of stay, etc.).
- 3.3.1.2 The Consultant will provide County staff with the necessary training on the use of the tools provided for the collection of the necessary data, including a joint review of the existing TSCO data MIS, and on-site training to ensure that the right data is collected and stored in the necessary format.
- 3.3.1.3 Travis County staff will collect all data and conduct any fieldwork requested by the Consultant.
- 3.3.1.4 The Consultant will conduct any interviews with policymakers necessary to develop detailed population projections for the jail system. Interviews typically include representatives from the TCSO, judiciary, prosecutor's office, public defender, court services staff, probation, pre-trial services, and other key stakeholders identified in concert with the County. The consultant will also explore with TC staff past demographic, crime, arrest, court processing, sentence disposition and correctional population trends. Purpose is to obtain a comprehensive picture of the TC criminal justice system, efficiencies and deficiencies, and factors impacting jail bedspace demand.
- 3.3.1.5 The Consultant will review all the data collected and work developed by County staff and identify any deficiencies in the information or corrections that are needed.

#### Deliverable for 3.3.1

- Key findings summary of the criminal justice system interviews
- Results of the statistical analyses including all data collected and analyzed, key findings, data system strengths and weaknesses, ad areas for improvement

### 3.3.2 **Inmate population projections and forecast of bed needs:**

- 3.3.2.1 The Consultant will use the information developed in task 3.3.1, Analysis of the inmate population, to provide all statistical and analytical work needed to develop detailed inmate population projections for the next 20-year period. Projections will be presented in 5-year increments with an indication of the percentage of reliability lost over time. The consultant will custom build a simulation forecast for the Travis County jail population (Wizard Simulation Model). The model produces two types of projections: inmate population projections (ADP) and Admission and Release projections. The model be used to simulate different assumptions, such as the inclusion (or not) of Austin Police Department booking and intake activity (Tasks 3.2.1.1.4 and 3.2.1.1.5). The consultant will confirm with the County the assumptions that impact the forecast model, and inform the projection scenarios.
  - 3.3.2.1.1 Consultant will meet or videoconference with County staff and authorities to review the projections and receive feedback.
  - 3.3.2.1.2 Consultant will revise the projections as warranted and produce a final written report detailing the inmate population projections.

Deliverables for 3.3.2

- Final report detailing the 20-year inmate population projections, in 5 year increments
- Electronic version of the custom Built Simulation Model including an on-site training session to support the on-going use of the model by TCSO staff.

**PHASE II**

**All Phase II services are subject to funding by the Commissioners Court and satisfactory completion of the Phase I services.**

**3.4 Physical Plant Review:**

3.4.1 Travis County staff will update the physical evaluation of all facilities and assess the remaining life cycle of each facility. This will include any new construction, architectural design changes that have occurred since 2005 (to improve staffing efficiencies), and any renovation and/or improvements to the mechanical, electrical and plumbing (MEP) systems of each facility for the same period. This will be supported by a walkthrough of the existing correctional facilities downtown and on the Travis County Correctional Complex campus. Travis County staff will provide a written report detailing this information to the Consultant.

3.4.2 The Consultant will work with County staff to refine and update the existing Master Plan for the Correctional Complex Site to include the addition of jail beds and facilities identified in Phase I to improve the operations of the criminal court system and the Correctional Complex, as well as refine the existing Master Plan concepts for the development of a new central booking facility in the Central Campus. Development scenarios should include the planned demolition of facilities at the Correctional Complex that have reached or exceeded their useful life as determined through the evaluation described above. Additionally, development should be phased to match the need for additional capacity as well as the planned replacement schedule for facilities. Operating cost scenarios should be included in the development scenarios for the facilities.

3.4.2.1 The Consultant will provide an initial set of development scenarios for the central booking facility and for the Correctional Complex at Del Valle to be used in an initial planning session/workshop between Travis County staff, officials, and the Consultant. The initial development scenarios will include the possibility of selective demolition of existing facilities.

3.4.2.2. The Consultant will provide an agenda for and facilitate the initial planning session on the draft development scenarios for central booking and the Correctional Complex at Del Valle. Travis County staff and the Consultant will discuss potential changes to the current development strategies for central booking and at the Correctional Complex, as well as initial development scenarios provided by the consultant. The Consultant will provide design/massing analysis, as well as site and staffing concepts during the session.

3.4.2.3 The Consultant will redraft the development scenarios, factoring in the results of the initial planning session in preparation for a second planning session.

3.4.2.4 The Consultant will provide an agenda and facilitate a second planning session in order to reach consensus on a final development scenario for the central booking facility and development for the Correctional Complex at Del Valle.



- 3.4.2.5 The Consultant will finalize the development scenario and develop staffing concepts and/or changes in staffing related to implementing the agreed-upon plan.
- 3.4.2.6 The Consultant will develop cost estimates for the improvements and staffing for the agreed-upon development plan that considers the redeployment of existing staff resources and identifies the redeployed positions. Construction cost estimates will be systems based using unit costs (cost per sf). Staffing costs will be developed based on current staffing cost information provided by the County extrapolated for the proposed staffing changes.
- 3.4.2.7 County staff will work with the Consultant on the development of operating costs for the proposed developments of central booking and the Correctional Complex at Del Valle. Operating costs will estimate 30 year life cycle costs of any proposed new or substantially renovated facilities based on modern building systems. Baseline (current) operating costs will be provided by the County.
- 3.4.2.8. The Consultant will work with Travis County staff to prepare a timeline for the execution of the development plan that is developed in the workshops. The timeline will take into consideration the need, if any, for additional capacity requirements identified in the needs analysis and jail population analysis.

Deliverables for task 3.4:

- Development scenarios—narrative descriptions, bedspace and Square Footage tables, site plan diagrams, massing diagrams
- Meeting agendas and PowerPoint presentations
- Staffing changes from current baseline for each scenario
- Construction and staffing cost estimates for each scenario
- Recommended scenario including construction costs, staffing plan and costs, life cycle costs,
- Timeline/schedule for implementation
- Updates to County's Master Plan document in the form of a stand-alone "update addendum"

#### **4.0 " Project Management and Support and Final Report**

- 4.1 The Consultant's support staff will work on numerous tasks and data analyses off-site and in report preparation. The Consultant management team will work across all tasks coordinating the work effort, assisting and monitoring County staff activities as needed and conducting analysis and integration of data/findings prepared by County staff into consultant reports when required by this scope of work. The Consultant support staff will also provide technical support as necessary to support County staff for the duration of this court system and jail assessment.
  - 4.1.1 Project Management meetings will occur weekly between the Consultant project manager and County project manager either through Internet conferencing, if available, or by telephone call / conference call initiated by the County project manager.
  - 4.1.2 Meetings with Commissioners, the County Judge, Sheriff, Criminal Court Judges, and other elected officials will be coordinated to occur during trips the Consultant has planned for other on-site work in an effort to avoid any unplanned trips.
  - 4.1.3 The Consultant will be present for the presentation of the final Project report to the Commissioners Court.

The Consultant is responsible for the development of a final comprehensive report for this study, to include any analysis information/reports developed by Travis County staff as they relate to the Consultant's tasks for the appropriate integration of the information to occur and to translate to the tasks performed by the Consultant.

## **5.0 Specific Project Information, Location and Limits**

Potential Sites for assessment and information gathering sources may be located within the Travis County's Sheriff's Office correctional facilities. The Consultant understands that there are inherent dangers and complexities to working in, and around, a correctional complex. The Consultant and its staff will utilize only employees who will not raise a risk of danger to the correctional complex.

The Consultant, upon notification of a risk possibility as determined and communicated by a Corrections Officer or TCSO staff, shall immediately reassign the employee outside of the secure perimeter as defined by the TCSO. Acceptance of an appropriate badge indicates that Consultant's employee agrees that he understands, has read, and will abide by this specification and any other TCSO security procedures.

## **6.0 Deliverables:**

- 6.1 Completed written report detailing findings for each task described in Phase One and compilation of a final report documenting findings and recommendations for each Phase One and Phase Two of the Project.
- 6.2 All reports will be developed in draft fashion for review and comment by County staff. Final reports will be developed after discussion with the County project manager of comments for incorporation as appropriate in the final documentation. Presentations will be made to Commissioners Court from Executive Summary materials created from the reports that incorporate comments from County staff.
- 6.3 All reports are considered draft until presentations are made to Commissioners Court and the Court members' comments are articulated for inclusion in final documents.

## **APPENDIX B**

### **Organizational Chart with Key Personnel Identified**



**APPENDIX C**

**CONSULTANT'S QUALIFICATIONS STATEMENT**

**TAB 2. QUALIFICATIONS STATEMENT**

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## 2: QUALIFICATIONS STATEMENT

### 2.1 Firm Profiles

#### CGL

Since its 1974 founding CGL has devoted its professional practice to the development of state-of-the-art public facilities to help governments around the world meet their needs. The integrated planners, architects, construction managers, maintenance technicians, and finance specialists offer continuity of service to clients, bridging from the planning phase through the occupancy and maintenance of the facility.

CGL has recently merged with Ricci Greene Associates, architects and planners of New York City. This strategic alliance allows our team to provide a wide range of consulting services, including comprehensive planning, architectural design, construction/program management, building maintenance, and development and finance.

Key factors related to our ability and stability to deliver quality services are highlighted below:

- Global recognition as experts in prisons/corrections and criminal justice
- Service to 17 countries, 50 US states, more than 500 US counties
- Projects representing more than \$7 billion in public facility construction

CGL's recent affiliation with the Hunt Companies Inc. adds bench strength—real estate expertise, financial capacity, managerial depth, and professional resources—to the already solid CGL brand.

CGL currently has offices in Miami, FL; Columbia, SC; Sacramento, CA; Lexington, KY; Alpharetta, GA; Fayetteville, GA; New York, NY; Mexico City, MX; and Abu Dhabi, UAE.

#### Broaddus

Broaddus Planning was established in 2003 as a division of Broaddus & Associates, an innovative program management firm providing services for owners developing design and construction projects. Responsible annually for the management of more \$4 million in construction projects, Broaddus & Associates has developed a reputation as one of the nation's leading program management innovators, having repeatedly ranked among the "Top 50 Program Managers" by Engineering News Record. With its origins rooted in owner-oriented approach to projects, Broaddus Planning adheres to the notion that there should be a genuine connection between planning and implementation.

Broaddus Planning is a member of the Broaddus Companies, including Broaddus & Associates, founded in 2000 in Austin, Texas, by James A. Broaddus, Ph.D., P.E., President and CEO. Since the firm's inception, the Broaddus Companies have fostered multiple corporate affiliates in the areas of project management, planning, finance, design and construction. Today its companies have grown to a staff of more than of 120 talented individuals in multiple offices throughout the State of Texas and abroad.



## 2: QUALIFICATIONS STATEMENT

### **Straub and Associates**

#### *Improving Organizations for Over 40 Years*

Straub & Associates is a national management consulting firm specializing in court operations and process innovation. The firm has its principal office in Pittsburgh, Pennsylvania. The firm has over 40 years experience in finding innovative and effective means for courts across the country to improve their ability to effectively administer justice and to better serve their communities. The firm's partners provide a unique combination of capabilities and knowledge including court management consulting, strategic planning, court performance evaluation, process re-engineering, management and staff development, recruitment and selection, and information systems development and implementation.

As a result the firm has been involved in a wide variety of projects including business process re-engineering, strategic planning, court unification and consolidation, facilities planning, definition of business requirements for information systems implementations, and community outreach.

### **Wendy Naro Ware**

Since beginning her career in correctional forecasting and simulation, Ms. Ware has developed over 200 simulation models and forecasts, conducted numerous research projects, and provided technical assistance for over 60 state and local adult and juvenile correctional systems across the country.

Ms. Naro-Ware is recognized as one of the nation's leading experts in corrections analysis, correctional forecasting, sentencing trends and practices, sentencing guidelines development, simulation modeling techniques, inmate classification systems and risk assessment development. She is a frequent consultant to the National Institute of Corrections (NIC) for providing forecasting and data analysis technical assistance. Through her work, Ms. Naro-Ware has also established herself as an expert in national correctional data trends, collection, sampling, and detailed reform analysis. These studies have focused on topics including, but not limited to sentencing guidelines reform, the impact of truth-in-sentencing, mandatory prison terms, pre-trial risk assessment, juvenile systems, legislative reform measures, prison reduction and reform, alternative sentencing, detention and adult jail systems. In addition, Ms. Naro-Ware has also successfully trained numerous legislative and research professionals in various research techniques, data analysis, and simulation methodology.

### **Correctional Health Care Consulting, LLC**

Since 2006, Bert Rosefield had worked with firms and jurisdictions across the nation to provide medical and mental health consulting services. His work has included:

- Medical and mental health provider selection and monitoring provider contract compliance.
- Mental health services space needs analysis.

## 2: QUALIFICATIONS STATEMENT

- Assessing medical and mental health treatment services, space utilization and general conditions.
- Reviewing proposed program space for medical and mental health beds
- Predesign planning of two medical and mental health care facilities
- Training senior facility management staff in emergency response operations.
- Operational reviews and development of health care plans
- Development of Correctional Health Care Standards
- Review of palliative care and hospice standards written for the National Commission on Corrections Health Care and the American Public Health Association.
- Revising and rewriting the new American Correctional Association health care standards for accreditation.

### Facilities Planning Associates

Ms. Davis is a registered architect with twenty-four years of experience specializing in master planning, facility planning and programming for local, state, and federal agencies. Her previous work experience includes programming for diverse project types including land port of entries; border patrol stations; visitor centers; maintenance and museum collection facilities; education centers; large scale record storage facilities; office buildings; light laboratory buildings, health care clinics, an aquatic facility, an aquarium, elementary, middle, and high schools; and higher education facilities that include administration, chemistry, biology and classroom buildings. Master planning includes projects for school districts, a regional plan for Immigration and Naturalization; and comprehensive plans for County and State agencies that included administration offices, law enforcement and judicial complexes.

### Project Cost Resources

Project Cost Resources, Inc. is a woman owned business established in 1994 to provide quality project controls including estimating, scheduling analysis and other related services. Project Cost Resources, Inc. has provided services for over 200 million dollars of construction in the past year. Our estimators have provided conceptual estimates on billions of dollars for large phased and complex construction projects. We understand the cost issues of renovation, continuous occupancy and other special requirements.

### KB Pike Engineering

KB Pike Engineering is a State of Texas HUB and Woman Owned Business specializing in land development, civil engineering and project management.

## 2: QUALIFICATIONS STATEMENT

### Structures

Structures is comprised of a diverse collective of individuals that continuously contribute to our community through our professional and personal commitments. Our educational and professional backgrounds are varied as are our interests and ideas.

Although we are different, it is Structures' common appreciation and respect for each other that leads to our collaborative work atmosphere. Design solutions are often reached through this collective reasoning and multi-perspective creativity. The team understands and appreciates that our varied interests and backgrounds have inspired the ideas that have guided us to not only achieving award winning design solutions but to the creation of an engaging workplace culture.

These virtues contribute to Structures' continued success.

### Jose I. Guerra, Inc.

Jose I. Guerra, Inc. is a MBE/DBE certified, multi-discipline consulting engineering firm located in Austin, Texas. The firm provides a comprehensive range of high quality civil, structural, mechanical and electrical engineering design and consulting services to clients throughout the State of Texas. Jose I. Guerra, Inc. is a privately owned company.

From the very beginning in 1973, founder Jose I. Guerra, P.E., established the high standards in engineering excellence, client service, and reliability that are responsible for the firm's continuing growth and distinguished reputation. In addition to the concerns of its own disciplines, Jose I. Guerra, Inc. is sympathetic with the concerns of the entire design team and the construction process. This understanding, along with the firm's diversified skills, technical expertise, and innovative solutions, distinguishes Jose I. Guerra, Inc. in the field.

Over the years, Jose I. Guerra, Inc. has carefully selected and developed its staff of over thirty professionals and support personnel, creating a finely tuned, experienced and capable engineering team. That, combined with state-of-the art computer technology, makes Jose I. Guerra, Inc. one of the premier engineering firms in the state.