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DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

OCTOBER 9, 2001

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**FIVE SIGNATURE DOCUMENT(s) FOR CONSIDERATION**

Minister’s Letter of Appreciation

**DATE(s) TO REMEMBER**
DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Health Division

Betty J. Culbreath-Lister
Director

Zachary S. Thompson
Deputy Director

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
DATE: October 9, 2001
SUBJECT: RENEWAL AGREEMENT WITH THE TEXAS WOMAN'S UNIVERSITY

BACKGROUND OF ISSUE

Since 1982, Dallas County has entered into an agreement with the Texas Woman's University ("TWU") to provide clinical experience for students in the College of Nursing. Dallas County Health and Human Services provides TWU nursing students the opportunity to obtain practical clinical experience by working with a public health nurse in the County's various "clinics or facilities", including but not limited to the Immunization Clinic, Tuberculosis Clinic, and the Well Baby clinic.

IMPACT ON OPERATIONS

This agreement with the Texas Woman's University will have no impact on operations.

LEGAL CONSIDERATIONS

The County Judge is required to sign the agreement after approval by the Commissioners Court. The District Attorney's Office, Civil Section has reviewed and modified the agreement content, and the agreement has been approved as to form.

FINANCIAL CONSIDERATIONS

There is no cost to the County for providing these services.

2377 N. Stemmons Freeway
Suite 644 - LB 12
Dallas, Texas 75207-2710

Office (214) 819-2100
FAX (214) 819-2107
PROJECT SCHEDULE

This agreement shall be effective by both parties for the period of October 17, 2001, through September 30, 2002.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the agreement with the Texas Woman's University, and authorizes the County Judge to sign the agreement on behalf of Dallas County.

Recommended By: [Signature]
Betty Culbreath-Lister, Director

cc: J. Allen Clemson, Court Administrator
    Virginia Porter, County Auditor
    Ryan Brown, Acting Budget Officer
STATE OF TEXAS

COUNTY OF DALLAS

NURSING AFFILIATION
AGREEMENT BETWEEN TEXAS
WOMAN'S UNIVERSITY AND
DALLAS COUNTY HEALTH
AND HUMAN SERVICES

I.
CONTRACTING PARTIES

This Agreement is made by and between Dallas County (hereinafter referred to as "County") and Texas Woman's University (hereinafter referred to as "University").

II.
SCOPE OF SERVICES

The University by and through the students in its College of Nursing shall have the opportunity to obtain practical clinical experience by working with a public health nurse in the County's various "clinics or facilities", including but not limited to the Immunization Clinic, Tuberculosis Clinic and the Well Baby Clinic. The University shall select and assign the students in collaboration with the County clinic or facility supervisor, and shall provide a list of student schedules, individual personal data sheets, or other pertinent information requested by each County clinic or facility. Both parties shall agree in advance to the nature of the assignment prior to the beginning of each clinical experience.

III.
CONSIDERATION

For and in consideration of the promises and agreements herein set forth, each "Participant", including but not limited to a student, intern, employee, and representative of the University shall be permitted to enter County's clinics or facilities, to conduct their course of study once the "Waiver and Release of Claims", attached hereto as "Exhibit A" and incorporated herein for all purposes, has been properly executed by both parties to the Agreement.
IV.

CONTRACT AMOUNT

There is no cost to County in that there is no financial reimbursement for the Participant’s services.

V.

CONTRACT TERM

The term of this Agreement shall be October 17, 2001 through September 30, 2002.

VI.

TERMINATION

Either of the parties shall have the right in each party’s sole discretion and at its sole option to terminate this Agreement by giving to the other party ninety (90) days written notice of its intention to terminate.

VII.

NOTICE

Any notice required or permitted under this Agreement shall be given by certified mail postage prepaid, return receipt requested, addressed as follows:

TO COUNTY:
Director of Health and Human Services
Department of Health and Human Services
2377 N. Stemmons Freeway
Suite 600 - LB 12
Dallas, Texas 75207-2710

TO UNIVERSITY:
General Counsel
John Lawhon
P.O. Box 425497
Denton, Texas 76204
XIII.

LIABILITY

The University also acknowledges that each of the Participants under this Agreement will become familiar with and abide by the rules and regulations established by County and any of its clinics or facilities. The University also agrees to require the assigned Participant to provide proof of professional liability coverage prior to participating in the program under this Agreement. It is understood by both parties that the County is ultimately responsible for all patient care under the terms and conditions of this Agreement.

IX.

RELEASE

Each Participant must sign the Release and Waiver of Claims attached hereto before entering any of County's clinics or facilities and participating in the program under this Agreement.

X.

AMENDMENT

This Agreement may be modified or amended only by mutual agreement of the parties if it is in writing and signed by both parties to this Contract.

XI.

AGENCY

University acknowledges that any Participant in this program will not serve as an agent or an employee of County by virtue of this Agreement.
XII.

MUTUAL AGREEMENT

Except as provided by law, the University and County mutually agree not to discriminate on the basis of race, color, creed, age, national origin, or sex, nor will either party discriminate on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 or on the basis of disability under the Americans with Disabilities Act of 1990.

XIII.

APPLICABLE LAW

This Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal Laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

XIV.

SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected of impaired, and such remaining provisions shall remain in full force and effect.

XV.

FORMAL COURT APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court.

By their signatures below, the duly authorized representatives of the County and University accept the terms of this Agreement in full.
EXECUTED THIS ____ day of ________________, 2001.

COUNTY OF DALLAS:  TEXAS WOMAN'S UNIVERSITY:

BY:  Lee F. Jackson  BY:  John Lawhon
     County Judge      General Counsel

APPROVED AS TO FORM:

BY:  Assistant District Attorney

RECOMMENDED:

BY:  Betty Culbreath-Lister
     Director
"EXHIBIT A"

RELEASE AND WAIVER OF CLAIMS

WHEREAS, Dallas County, Texas and Texas Woman's University, College of Nursing have agreed to provide a clinical setting for the Participant to observe and learn the various practices and procedures involved in the field of public health by working with a public health nurse (the "Program");

WHEREAS, participation under the Agreement will include entering various County clinics and facilities including but not limited to the Immunization Clinic, Tuberculosis Clinic and the Well Baby Clinic, as well as working and interacting with sick patients and their families;

WHEREAS, in consideration of the foregoing, the undersigned Participant in the Program waives any and all claims for damages, including but not limited to the following; any premises defects known or unknown to the County; any injury to the undersigned Participant; any injury to other individuals present during the undersigned Participant's involvement under the terms and conditions of the Agreement; and any damage to property;

WHEREAS, the undersigned Participant acknowledges that he/she has read the full text of this Release and Waiver of Claims; and

NOW THEREFORE, the Participant hereby forever waives and releases Dallas County, its officers and employees from any and all claims, demands or causes of action which may arise as a result, directly or indirectly, of Participant's involvement in the Program. To the fullest extent allowed by law, the Participant agrees to indemnify, hold harmless, protect and defend Dallas County, its officers and employees against all claims, demands, actions, suits, losses, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorneys' fees), such expenses to be paid as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or in any way related to the undersigned Participant's involvement in the Program.

This Release and Waiver of Claims shall be binding upon the undersigned Participant, his/her heirs, successors, assigns, administrators and executors.

PARTICIPANT

__________________________________
Signature

__________________________________
Printed Name

__________________________________
Date
MEMORANDUM

TO: COMMISSIONERS COURT
FROM: Betty Culbreath-Lister, Director
DATE: October 9, 2001
SUBJECT: RENEWAL MEMORANDUM OF AGREEMENT WITH BAYLOR UNIVERSITY

BACKGROUND

Each year for the past several years, Dallas County has entered into an agreement with area universities to provide clinical experience for students in the School of Nursing. The Dallas County Health & Human Services provides nursing students with the opportunity to work with a public health nurse, observing techniques and procedures. Baylor University through its School of Nursing is asking to renew this Memorandum of Agreement with Dallas County for FY 2002 on behalf of their student nurses.

IMPACT ON OPERATIONS

This Memorandum of Agreement with Baylor University School of Nursing will have no impact on operations.

LEGAL CONSIDERATIONS

The County Judge is required to sign the Memorandum of Agreement after approval by the Commissioners Court. The District Attorney's Office, Civil Section, has reviewed and modified the Memorandum of Agreement content, and the Memorandum of Agreement has been approved as to form.
FINANCIAL CONSIDERATIONS

There is no cost to the County for providing these services.

PROJECT SCHEDULE

This Memorandum of Agreement shall be effective by both parties for the period of October 17, 2001 through September 30, 2002.

RECOMMENDATION

It is respectfully recommended that the Dallas County Commissioners Court approves the Memorandum of Agreement with Baylor University School of Nursing, and authorizes the County Judge to sign the Memorandum of Agreement on behalf of Dallas County.

Recommended by: Betty Culbreath-Lister, Director

cc: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
Ryan Brown, Acting Budget Officer
MEMORANDUM OF AGREEMENT
BETWEEN BAYLOR UNIVERSITY
AND DALLAS COUNTY ON BEHALF
OF DALLAS COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT

WHEREAS, Baylor University, through its School of Nursing (hereinafter referred to as “UNIVERSITY”) requires the use of clinical laboratory experiences for students in its nursing program;

WHEREAS, Dallas County on behalf of Dallas County Health and Human Services Department (hereinafter referred to as “AGENCY”), offers clinical laboratory facilities which meet criteria established by the Board of Nurse Examiners for the State of Texas for agencies affiliating with nursing education programs;

WHEREAS, the UNIVERSITY faculty recognizes that clinical practice under appropriate guidance and supervision is essential for student development of effective nursing skills, clinical judgment, and a sense of professional responsibility;

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial;

NOW THEREFORE BE IT AGREED that AGENCY and UNIVERSITY desire to enter into an Agreement whereby students in the UNIVERSITY nursing program shall receive experiences in practicum courses in the AGENCY. This Agreement shall be governed by the following conditions:

I. THE UNIVERSITY SHALL:

A. Retain control of, and responsibility for, all phases of the nursing education program;

B. Cooperate with the AGENCY in making arrangements for the practicum not less than six months prior to the start of each academic term. Arrangements shall be mutually determined by agreement of the parties and may be altered by mutual agreement;

C. Cooperate with the AGENCY in planning, scheduling and implementing an orientation program for faculty responsible for the practicum;

D. Provide an orientation for students to assigned units;
E. Provide the AGENCY with the following written information two weeks prior to the start of each practicum:

1. Specific days and hours students will be on patient units or service areas;
2. Names of students and responsible faculty;
3. Objectives of the practicum;
4. Documentation of professional liability insurance for students and faculty;
5. Texas nursing registration number of faculty; and
6. Other appropriate information as requested.

F. Provide qualified faculty in a faculty-student ratio of at least 1:10;

G. Plan individualized experiences for students in consultation with appropriate AGENCY personnel based on the objectives of the practicum and available learning opportunities;

H. Abide by the written administrative, nursing and medical policies or procedures of the AGENCY while using its facilities;

I. Be responsible for activities of students carried out to meet the objectives of the practicum;

J. Require that all faculty and students who may be at risk for occupational exposure to blood or other potentially infectious materials be:

1. Trained in accordance with the Occupational Safety and Health Administration's ("OSHA") Occupational Exposure to Blood Borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991;
2. Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus ("HBV") and Human Immunodeficiency ("HIV") and other Blood borne pathogens;
3. Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment; and
4. Provided information on the hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated;

5. Vaccinated for HBV or have begun the vaccination series for HBV or have signed a refusal to acquire HBV vaccination; and

K. Require participating students to complete the Waiver of Liability and Release of Claims form, attached hereto as Attachment A and incorporated herein for all purposes, and submit those forms to the AGENCY before the start of each academic term.

II THE AGENCY SHALL:

A. Retain full responsibility for patient care and for control of established standards of patient care;

B. At least six months prior to each academic term, provide the UNIVERSITY with the maximum number of students (from all educational programs) that can be assigned to each patient unit and service area during each eight hour assignment period;

C. Provide an orientation for faculty assigned to the AGENCY prior to the practicum subject to conditions in Article I Section C;

D. Assist the UNIVERSITY faculty in orientation of students to the AGENCY at a mutually agreed upon time;

E. Provide, within AGENCY limitations, conference rooms and lockers requested;

F. Provide any special clothing required for participation in learning activities in selected patient units and service areas of departments of the AGENCY;

G. Reserve the right and authority to request the withdrawal of any faculty or student who does not adhere to appropriate dress code, behavior standards, administrative and medical policies, does not maintain professional liability insurance or cannot provide safe care due to physical or mental illness;

H. Permit UNIVERSITY faculty to conduct nursing research in accordance with established policies and research protocols of the AGENCY with prior written approval;
I. Comply with all applicable federal and state health and safety laws and regulations;

J. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student or the parent of the student, as applicable, and to limit AGENCY's use of such information only for the purpose for which it obtained such information for UNIVERSITY;

K. Require and provide an orientation to the faculty and students before direct patient contact is allowed. Orientation by the AGENCY shall include information regarding:

1. The AGENCY's Exposure Control Plan for blood borne pathogens and the means by which students and faculty can obtain a copy of the written plan;

2. The engineering controls used within the AGENCY's work site;

3. The personal protective equipment available in each of the AGENCY's work areas;

4. The identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other blood borne pathogens;

5. What constitutes an exposure; and

6. The established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.

L. Provide appropriate and readily accessible personal protective equipment at no cost to faculty and students to use in the work site during the clinical training program.

III. TERM OF THE AGREEMENT

The term of this Agreement shall commence on October 17, 2001, and shall end on September 30, 2002 unless terminated earlier in accordance with Article IV.
IV. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by written notice to the other party at least thirty (30) days prior to the commencement of the next academic term. Students enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.

V. AMENDMENT

The parties to this Agreement may amend this Agreement and any renewal thereof as deemed necessary provided, however, that no amendment to this Agreement or any renewal thereof shall be valid unless in writing and signed by the duly authorized representatives of the parties.

VI. ENTIRE AGREEMENT

This Agreement, including all Attachments, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

VII. APPLICABLE LAW

This Agreement is expressly made subject to AGENCY’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal Laws including the Texas Non-Profit Corporation Act. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall lie in Dallas County, Texas.

VIII. NOTICE

All notices required or permitted to be given pursuant to this Agreement shall be deemed given if sent by certified mail, return receipt requested, postage prepaid, or by personal delivery or confirmed telecopy, to:

AGENCY: Dallas County Health and Human Services
2377 N. Stemmons Freeway
Dallas, Texas 75207
Attention: Zachary Thompson, Deputy Director
UNIVERSITY:  Baylor University
School of Nursing
3700 Worth Street
Dallas, Texas 75246
Attention: Dr. Alice Pappas, Associate Dean

IX. SEVERABILITY

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

X. INDEMNIFICATION

UNIVERSITY AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE AGENCY AND DALLAS COUNTY, THEIR COMMISSIONERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES AS THEY BECOME DUE) ARISING OR ALLEGED TO ARISE FROM, OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CASUALLY OR OTHERWISE) ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL OR OTHERWISE) OF UNIVERSITY OR ANY OF ITS AGENTS, STUDENTS, FACULTY, EMPLOYEES, OR INVITEES IN THE COURSE AND SCOPE OF THIS AGREEMENT.

THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

XI. INSURANCE

In addition to the INDEMNIFICATION PROVISIONS set forth in Article X of this Agreement, UNIVERSITY shall at all times during the term of this Agreement and at its own expense, maintain in full force and effect the following coverage:

1. Workers’ Compensation meeting the requirements established by the Texas Workers’ Compensation Act;
2. Professional Liability in the minimum amount of one hundred thousand dollars and no cents ($100,000.00) per person and three hundred thousand dollars and no cents ($300,000.00) per event covering the duties performed under and during this Agreement;

3. Comprehensive Automobile and Truck Liability insurance covering owned, hired and non-owned vehicles, with the minimum limits of $300,000.00 per occurrence for bodily injury and property damage;

4. All deductibles shall be paid by UNIVERSITY at UNIVERSITY’s sole cost and expense; and

5. Dallas County shall be made an additional named insured under the terms of these policies of insurance.

XII. STATUS OF UNIVERSITY

No term or provision of this Agreement or act of UNIVERSITY shall be construed as making UNIVERSITY the agent, servant or employee of AGENCY or Dallas County.

EXECUTED THIS the ___ day of ____________, 2001.

COUNTY OF DALLAS: BAYLOR UNIVERSITY:

BY: ________________________ BY: ________________________

Lee F. Jackson Donald D. Schmeltekopf
County Judge Vice President for Provost

RECOMMENDED: ATTESTED:

BY: ________________________ BY: ________________________

Betty Culbreath-Lister Marsha J. Duckworth
Director

APPROVED AS TO FORM:

BY: ________________________

Assistant District Attorney
RELEASE AND WAIVER OF CLAIMS

The undersigned is a nursing student in the Baylor University School of Nursing, and desires to participate in a program offering clinical laboratory experience at the Dallas County Health and Human Services.

In consideration for the opportunity to participate in such a program, I hereby forever waive and release the Dallas County Health and Human Services Department, Dallas County, its commissioners, directors, its officers and employees, from any and all claims, demands or causes of action which may arise as a result, directly or indirectly, of my participation in the program. This waiver and release shall apply to all acts and omissions, whether intentional, negligent or grossly negligent, and shall bind my heirs and assigns.

I have read and understand this Waiver, and hereby sign it freely and voluntarily.

_________________________
Signature

_________________________
Printed Name

_________________________
Date

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of ________, 2001.

________________________________________________________________________
Notary Public in and for the State of Texas
TO: THE HONORABLE COMMISSIONERS COURT
FROM: BETTY J. CULBREATH-LISTER, DIRECTOR
DATE: OCTOBER 3, 2001
SUBJECT: ALLOCATION OF FY 2000 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS

Background of Issue
The United States Department of Housing and Urban Development (HUD) administers the Housing Opportunities for Persons with AIDS (HOPWA) grant program. These funds are available to provide housing and related supportive services to persons affected by HIV in the Dallas Eligible Metropolitan Statistical Area (EMSA), which includes Dallas, Collin, Denton, Hunt, Ellis, Henderson, Rockwall, and Kaufman counties. The City of Dallas is the grantee and legal recipient of HOPWA funds. Through an Interlocal Cooperation Contract with the City of Dallas, Dallas County Health and Human Services is the Project Sponsor for the FY 2000 HOPWA grant. The Project Sponsor is responsible for the allocation, reallocation, and oversight of funds under the FY 2000 HOPWA program. The Project Sponsor tracks expenditure of funds by the service providers throughout the year and makes recommendations, when appropriate, to reallocate funds.

The Dallas City Council, by Council Resolution No. 00-3750, approved the Interlocal Cooperation Contract with DCHHS to continue as the Project Sponsor for the FY 2000 HOPWA program. The Dallas County Commissioners Court approved the Interlocal Cooperation Contract with the City of Dallas on February 27, 2001, with Court Order No 2001-430. The term of the Interlocal Cooperation Contract is January 1, 2001 through September 20, 2003.

The Project Sponsor recommends that $95,000 of the FY 2000 HOPWA funds be awarded to AIDS Services of North Texas, Inc. (ASNT) to provide emergency financial and tenant-based rental assistance. ASNT is the only service provider that provides emergency financial and tenant-based rental services to client residing in the outlying counties in the Dallas EMSA.

Fiscal Impact
There will be no fiscal impact on the County.

Operational Impact
Project sponsor staff will coordinate and monitor the programmatic and fiscal accountability of the subcontractors in accordance with the responsibilities assigned by Commissioners Court. The programmatic and fiscal contract compliance will be reviewed by Project Sponsor staff who are specifically assigned the responsibility of conducting compliance audits of the HIV services sub-grantees. The administrative award from this grant provides the funds for these positions through the Administrative Agency budget.

Legal Impact
The Dallas County Commissioners Court must approve the award of contract, and authorize the County Judge to sign the contract on behalf of Dallas County.

2377 Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1842
Suite 200 LB-16 FAX (214) 819-1850
FY 2000 HOPWA Allocation

Recommendation

It is recommended that the Dallas County Commissioners Court approve the recommendation of the Project Sponsor for the allocation of FY 2000 Housing Opportunities for Persons with AIDS funds in the amount of $95,000 in the service category of emergency financial and tenant-based rental assistance to AIDS Services of North Texas, Inc., and authorize the County Judge to sign the contract with the provider on behalf of Dallas County.

RECOMMENDED BY:

______________________________
Betty J. Culbreath-Lister, Director
Health and Human Services

c: J. Allen Clemson, Court Administrator
Virginia Porter, County Auditor
CONTRACT FOR HIV SERVICES DELIVERY
FUNDED UNDER THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
FY 2000 GRANT

Between

DALLAS COUNTY HEALTH AND HUMAN SERVICES
(Dallas County)

and

AIDS SERVICES OF NORTH TEXAS, INC.
(Contractor)

1. PURPOSE:

This Contract is entered into by Dallas County and Contractor for delivery of services to persons with HIV/AIDS and their family members or care givers who reside within Cooke, Fannin, and Grayson Counties which is part of the Dallas Eligible Metropolitan Statistical Area ("EMSA"), pursuant to decisions of the United States Department of Housing and Urban Development ("HUD") and the Dallas County Commissioners Court. It is the express policy of Dallas County and a requirement of this Contract that funds paid under this Contract are exclusively for care of eligible individuals affected by the disease, and under no circumstances for AIDS prevention, education, or risk reduction for the general public.

2. TERM:

The term of this Contract is from October 1, 2001 through February 28, 2002, unless terminated earlier under any provision hereof.

3. SCOPE OF WORK:

Contractor agrees to provide services in accordance with the services, described in Exhibit A (attached hereto and incorporated herein for all purposes), and program objectives, described in Exhibit B-1 (attached hereto and incorporated herein for all purposes). Contractor will initiate the work after receipt of a fully executed contract and will complete it within the contract period. If a conflict arises between the provisions of this Contract and the Request for Proposals ("RFP") and written proposal, the provisions of this Contract shall prevail unless expressly stated otherwise.

4. AMENDMENTS:

This Contract may be amended during the term of the Contract, and any such amendments will be in writing and duly executed by the parties hereto. Attached budget(s) are a part of the Contract. Line item budget Contractor understands and agrees that up to 10% of allocated funds within any service category may be moved within that service category without written approval by Dallas County during the term of the Contract, consistent with the terms of the original grant proposal. Permission to move any amount over and above a cumulative total of 10% of the award for any service category must be requested in writing, is subject to Dallas County's Reallocation of Funds process, and requires prior written approval by Dallas County. Fee-for-service Contractor may move funds within the same service category within approved line items without prior approval by Dallas County.

5. SEVERABILITY:

If any provision of this Contract is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue.
6. **TERMS AND CONDITIONS OF PAYMENT:**

Dallas County agrees to compensate line item budget Contractor for approved budget expenses incurred, and fee-for-service Contractor for the documented units of services provided to persons impacted by HIV, subject to the following limitations:

A. The maximum amount to be paid under this Contract shall be **$95,000**

**Funds are allocated in the following service category(ies):**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Housing Assistance</td>
<td>$27,104</td>
</tr>
<tr>
<td>Tenant Based Housing Assistance</td>
<td>$67,896</td>
</tr>
</tbody>
</table>

B. Dallas County will only be obligated to pay those funds as specified and expended in accordance with the Contract and the approved budget in each funded category, described in Exhibits A-1a (only applicable to line item Contractor), A-1b (only applicable to fee-for-service Contractor), A-3a, A-3b, and C (all of which are attached hereto and incorporated herein for all purposes), and the program proposal submitted by Contractor and approved by the external review process, which is hereby incorporated by reference as a part of this Contract.

C. Payment will be made to Contractor by Dallas County upon receipt of a verified and proper billing and required statistical and/or programmatic documentation to include monthly CD4 Online Management Patient Information System ("COMPIS") reports. Any payments by Dallas County to the Contractor may be withheld if the Contractor fails to comply with Dallas County’s reporting requirements, program objectives, or other requirements relating to the Contractor’s performance of work and services under this Contract. Dallas County shall pay the Contractor only for those costs which are allowable under applicable federal rules, regulations, cost principles, HUD, and as stated in the Contract. Dallas County will have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to the Contractor for ineligible expenditures, undocumented units of service that are billed, and any profit made from the program by the Contractor.

D. Contractor agrees to submit complete and accurate billings with appropriate attachments, statistical and programmatic documentation reports, as required by Dallas County, by the 10th day following the last day of the month in which the service is provided.

E. Contractor understands that billing submitted more than ninety (90) days after the last day of the month in which service is provided will not be honored. During the period of the last three months of the term of the Contract, Contractor may only bill for the preceding month. All billing must be submitted no later than 30 days past the end of the term of the Contract. Any exceptions to this billing procedure must be approved in writing by Dallas County. All billing must have appropriate supporting documentation before billing will be approved.

F. Payment is explicitly contingent on receipt of funds pursuant to a contract between Dallas County and the State of Texas.

G. Advance: Contractor may be eligible for a one-time advance equal to no more than one-twelfth (1/12th) of the contracted amount in a specific service category with proper justification and the concurrence of Dallas County. When requesting the advance, Contractor shall provide a written narrative justifying the need for the advance. This narrative must specifically list the reason for requesting the advance, as well as the budget line item towards which the advance will be applied.
H. If there is an inability to contract with a non-profit organization, and Contractor is a for-profit organization, Contractor must demonstrate that no profit is being made from these funds in accordance with Appendix VI, Grants to For-Profit Organizations, of the Public Health Service Grants Policy Statement.

I. Contractor agrees that no more than 7% of the total grant award will be used for administration of the contracted program.

J. Contractor agrees to provide the prescribed budget forms that will accurately reflect the agency’s budget.

K. Any dispute between the parties regarding Dallas County’s payments to Contractor for services rendered under this Contract, will be resolved by the County Auditor.

L. Contractor agrees to operate the program in accordance with the requirements of the applicable HUD regulations.

M. Contractor agrees to assure the adequate provision of supportive services and/or housing facility operations for the participants of the program.

7. REPORTING AND ACCOUNTABILITY:

A. REPORTING: Contractor agrees to submit fiscal, statistical, progress, programmatic, and other reports as requested by Dallas County on a timely basis. Financial, statistical, and programmatic reports for the previous month will be due not later than the 10th day of each calendar month. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both. Dallas County will provide Contractor with the required format to use for these reports. Contractor further agrees to provide data in the prescribed format necessary to meet requirements of the Uniform Reporting System (“URS”) as required by the HRSA, Texas Department of Health (“TDH”), and Dallas County through reporting standards established by the COMPIS. Furthermore, Contractor agrees to incorporate appropriate procedures, including the systematic creation of electronic backup files, to ensure the protection and retention of COMPIS data. Contractor also agrees to provide data in the prescribed format necessary to complete the Annual Progress Report as required by HUD.

B. ACCESS TO AND RETENTION OF RECORDS: Contractor agrees the HUD, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Contractor that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to Dallas County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. Contractor’s failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract will be considered in any future allocations of grant funds administered by Dallas County. All client records are the property of the Contractor. Dallas County, however, retains the right to have access to the records or obtain copies for audit, litigation, or other circumstances that may arise. If this Contract is terminated during the Contract term, Dallas County may provide written notice to the Contractor requesting that the clients receiving services under this Contract have their cases and copies of their records transferred to another service provider. Upon receiving such notice from Dallas County, the Contractor shall take all necessary and reasonable steps to obtain the written consent of the clients for transfer of their cases. It is understood and agreed that a client’s case and copies of their case records shall be transferred to another service provider only with the client’s written consent. Any disclosure or transfer of records shall conform with the confidentiality provisions contained in this Contract.
These documents shall be maintained and retained by the Contractor for a minimum of five (5) years after the termination of the Contract period. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor shall retain the records and documents for not less than five (5) years or until all litigation, claims, or audit findings are resolved, whichever is later.

C. AUDIT: Contractor expending three hundred thousand dollars ($300,000) or more in its fiscal year in federal awards will have a single audit conducted for that year in accordance with the provisions of Generally Accepted Government Auditing Standards ("GAGAS").

Contractor expending between one hundred thousand dollars ($100,000) and two hundred ninety-nine thousand nine hundred ninety-nine dollars and 99/100 ($299,999.99) in its fiscal year in all Dallas County administered grants must have a limited scope audit conducted by an independent auditor. The audit must be conducted in accordance the American Institute of Certified Public Accountants ("AICPA") Statements on Standards for Accounting and Review Services. The audit by the independent Certified Public Accountant ("CPA"), at a minimum, shall include an examination and evaluation of the adequacy and effectiveness of the Contractor's system of internal control, review of schedule of expenditures from Dallas County administered grants, and the Contractor's performance in relation to contract compliance requirements such as: whether all costs and activities are allowed, if proper cost allocation method is used to distribute efforts, whether all clients served are eligible, and whether any profit is made off the program.

Contractor shall provide a copy of the results to Dallas County within nine (9) months following the end of the fiscal year under audit. Contractor understands that failure to meet this requirement can result in the loss of current funding and disqualification from consideration for future Dallas County funding.

D. FINANCIAL MANAGEMENT AND CONTROL SYSTEMS: Contractor will develop, implement, and maintain financial management and control systems that meet or exceed the requirements of the Uniform Grant Management Standards ("UGMS") and all applicable Office of Management and Budget ("OMB") circulars. If a conflict arises between the provisions of this Contract and UGMS, the provisions of UGMS will prevail unless expressly stated otherwise. Those requirements include at a minimum:

1. Financial planning including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determinations of costs within an internal control framework to assure compliance with federal laws and regulations.

2. Financial management system including accurate, correct and complete payroll, accounting, and financial reporting records, financial statements presented fairly in accordance with generally accepted accounting principles ("GAAP"), cost source documentation, effective internal and budgetary controls, determination of reasonableness and allocability of costs, and timely and appropriate audits and resolution of any findings.

3. Billing and collection policies, including a charge schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

E. EQUIPMENT AND SUPPLIES:

1. The purchase, procurement, and maintenance of any equipment and supplies under this Contract shall be in conformity with applicable federal laws, regulations, and rules affecting the purchase of such items with HUD grant funds.
(2) The term "equipment" as used in this Contract shall mean all tangible, non-expendable property with an acquisition cost of more than one thousand dollars ($1,000) and a useful life of more than one (1) year, with the following exceptions: fax machines, stereo systems, cameras, video recorders/players, microcomputers, medical equipment, laboratory equipment, and printers. If the unit cost of these exception items is more than five hundred dollars ($500), they are considered equipment. Medical and laboratory equipment in this category are defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment other than the five specified items are not considered equipment unless the unit value is more than one thousand dollars ($1,000).

(3) Unless initially listed and approved in the Contract, prior written approval from Dallas County is required for any additions to or deletions of approved equipment purchases having an acquisition cost exceeding one thousand dollars ($1,000). Unless initially listed and approved in the Contract, prior written approval from Dallas County is also required for any additions to or deletions of exception items listed in Section 7E(2) above that have an acquisition cost exceeding five hundred dollars ($500). To receive approval for equipment purchases with an acquisition cost over one thousand dollars ($1,000), or to receive approval for the exception items listed in Section 7E(2) with an acquisition cost exceeding five hundred dollars ($500), the Contractor must submit a detailed justification which includes description of features, make and model, costs, and any other information requested by Dallas County.

(4) The Contractor will maintain an annual inventory of equipment and other non-expendable personal property purchased with funds under this Contract and submit a report to Dallas County at the end of the Contract term. The Contractor will administer a program of maintenance, repair, and protection of assets under this Contract so as to assure their full availability and usefulness, and will ensure that all equipment purchased with Contract funds is adequately insured to cover any loss, destruction, or damage to such equipment. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it will use the proceeds to repair or replace said assets.

(5) The Contractor agrees that upon termination of this Contract, it will execute any necessary documents to transfer title to any equipment costing one thousand dollars ($1,000) or more purchased with funds from this Contract to Dallas County or any other party designated by Dallas County; provided however, that Dallas County may at its option and to the extent allowed by law, transfer title to such property to the Contractor.

(6) Contractor shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds and shall not encumber the property without approval of the HUD. When no longer needed for the original project or program, the Contractor shall use the equipment in connection with its other federally-sponsored activities, in the following order of priority:

(a) activities sponsored by the federal awarding agency which funded the original project; then

(b) activities sponsored by other federal awarding agencies.
(7) When acquiring replacement equipment, the Contractor may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the federal awarding agency. Equipment records shall be maintained accurately and shall include the following information:

(a) a description of the equipment;

(b) manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;

(c) source of the equipment, including the award number;

(d) acquisition date (or date received, if the equipment was furnished by the federal government) and cost;

(e) information from which one can calculate the percentage of federal participation in the cost of the equipment (non applicable to equipment furnished by the federal government);

(f) location and condition of the equipment and the date the information was reported;

(g) unit acquisition cost; and

(h) ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

(8) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the cause of the difference. Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

F. BONDING/INDEMNITY:

(1) Contractor assures that it is an independent contractor and not an agent, servant, or employee of Dallas County. Contractor agrees that it will protect, defend, indemnify, and save whole harmless Dallas County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or subcontractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold Dallas County harmless against and from any loss, cost, damage, judgements or expense, including attorney's fees arising out of the breach of any of the requirements and provisions of this Contract or any failure of Contractor, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.

(2) Each person employed by the Contractor who handles funds under this Contract, including persons authorizing payments of such funds, will during the term of this Contract be covered by a fidelity bond providing for indemnification of losses occasioned by:
(a) any fraudulent or dishonest act or acts committed by any of the Contractor's employees either individually or in concert with others; and/or

(b) failure of such persons to perform faithfully his/her duties or to account properly for all monies and property received under this Contract.

This fidelity bond will be in an amount equal to the greater of one-twelfth (1/12) of the award amount or one hundred thousand dollars ($100,000).

G. PROGRAM INCOME:

Gross income is defined as funds earned by the Contractor that is directly generated by a supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed and the use or rental of real or personal property acquired under federally-funded projects. Contractor shall use program income for one or more of the following:

1. Add to funds committed to the project by the federal awarding agency and used to further the eligible project or program objectives.
2. Use to finance the non-federal share of the project or program.
3. Deduct from the total project or program as allowable cost in determining the net allowable costs to which the federal share of costs is based. Costs incident to the generation of the program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the award.

8. SUBCONTRACTING:

Contractor may enter into agreements with subcontractors as approved by Dallas County and as stated in the program proposal of Contractor. Any subcontracts entered into by Contractor will be in writing and subject to the requirements of this Contract. Contractor agrees that it will be responsible to Dallas County for the performance of any subcontractor. In addition, if Contractor elects to enter into an agreement that subcontracts out a portion of Contractor's scope of work, it may not act as a conduit and subcontract with a for-profit organization. Prior written approval must be obtained from Dallas County.

9. MANAGEMENT OF PROGRAM:

Contractor will bear, if a private non-profit organization or a for-profit organization, along with its governing board, full responsibility for the integrity of the fiscal and programmatic management of the organization, which includes accountability for all funds and materials received, compliance with applicable federal state rules, policies, procedures, laws, and regulations, and correction of fiscal and program deficiencies identified through self-evaluation or future monitoring processes. Ignorance of requirements contained or referenced herein or in the resultant Contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements. Further, the governing board shall ensure separation of powers, duties, and functions of board members and organization staff.

10. REALLOCATION OF FUNDS:

Contractor recognizes that the Dallas Area Ryan White Planning Council ("RWPC") may reallocate all or part of the funds under this Contract due to underexpenditure of funds, non-achievement of programmatic goals, or other just cause during the Contract period. The Dallas County allocation/reallocation policy will be utilized in determining an alternate contractor.
Contractor shall immediately notify the Grants Compliance Officer of the Dallas County Health and Human Services Grants Management Division, or other person designated by the Grants Compliance Officer, of any problems, delays, or adverse conditions which will affect the ability of the Contractor to perform its obligations under this Contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Contractor, to resolve such problems, delays, or adverse conditions. The Contractor shall also promptly notify the Grants Compliance Officer, or his duly authorized representative, if it anticipates accomplishing the services set forth in this Contract with a lower expenditure of funds than the amount allocated.

11. REQUIRED MEETINGS:

Contractor agrees to cooperate fully with other HIV service providers in order to meet individual client/patient needs in a coordinated manner. Contractor agrees to attend all Dallas Area RWPC and Ryan White Consortium of North Texas ("Consortium") meetings as well as all mandatory technical assistance trainings during the Contract term. Contractor agrees to become a Track I affiliate of the AIDS Arms Network, which requires giving and receiving referrals and working cooperatively with a representative providing case management services for the client. If Contractor is a social service organization, Contractor also agrees to become a Track II affiliate of the AIDS Arms Network, which requires Contractor to designate a primary and secondary liaison to attend Network meetings on a weekly basis for the purpose of case presentations to enhance coordination, mutual problem-solving, and anticipation of future needs. If Contractor provides home health services, Contractor agrees to participate in the home care meetings conducted by Parkland Health and Hospital System. Contractor, if an access to targeted population provider, further agrees to participate in monthly meetings of the Minority Access Committee.

Non-compliance with requirements related to required meetings may result in disciplinary action by Dallas County.

12. CLIENT SATISFACTION/GRIEVANCE PROCEDURES:

Contractor agrees to maintain a client grievance procedure that delineates procedures for clients to seek redress for grievances with Contractor. The grievance procedure shall be prominently displayed on Contractor's premises, and shall state that partial funding for the Contractor comes from grants administered by Dallas County. Contractor must inform clients that grievances can be presented to Dallas County after all remedies with Contractor are exhausted.

13. CONTINGENCIES:

Any payment under this Contract shall be contingent upon receipt of grant funds from the State of Texas.

It is further understood that should the Administrative Agency change during the term of this Contract, the terms of this Contract shall remain in full force and effect until such time the Contract is terminated by either party or fully modified.

14. ASSURANCES:

A. Contractor agrees to provide services to HIV/AIDS affected persons residing in the EMSA.

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

C. Contractor assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this agreement.
D. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law including, but not limited to, compliance with those pertinent rules and regulations of the United States of America, State of Texas, or any political subdivision.

E. Contractor assures it will not transfer or assign its interest in this Contract without written consent of Dallas County.

F. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that Dallas County will be notified immediately if such licenses become invalid during the term of this Contract.

G. Contractor assures that funds will not be used to provide items or services for which payment has already been made or reasonably can be expected to be made by third-party payers, including Medicaid, Medicare and/or other federal, state, or local entitlement programs, prepaid health plans, private insurance, or other services provided by community-based organizations. The Contractor understands that if services performed under this Contract are available under the State's Medicaid Plan, then the Contractor must enter into a participation agreement under the State Medicaid Plan and must be qualified to receive payment under the State Medicaid Plan. Contractor expressly understands and agrees that this requirement is subject to audit by Dallas County. Any exceptions to this requirement must be approved in writing by the Dallas Area RWPC.

H. Contractor agrees to adhere to confidentiality requirements, the TDH HIV-AIDS Workplace Guidelines, the TDH HIV Services Grant Program Rules, requirements for contents of AIDS-related written materials, and further agrees that Contractor will not engage in activities that advocate or promote the violation of state or federal laws.

I. Contractor assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.

J. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.

K. Contractor will comply with environmental standards that may be prescribed pursuant to the institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order ("EO") 11514; notification of violating facilities pursuant to EO 11738; conformity of federal actions to State (Clean Act) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 U.S.C. SS 7401 et seq.); and protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, P.L. 93-523.
L. Contractor, if a medical service provider, agrees to provide to Dallas County the annual aggregate number of persons treated at that facility who are part of the following groups: the number of HIV/TB infected people, the number and proportion of each group completing appropriate TB prophylactic therapy, the number and proportion lost to prophylactic therapy follow-up, and the number and proportion developing active TB.

M. Contractor, if a drug reimbursement agency or a medical provider that dispenses medication, assures that drug costs are based on the average wholesale price ("AWP") or, when available, the Public Health Services price, whichever is less expensive.

N. Contractor will comply with Public Law 103-227, the Pro-Children Act of 1994, which prohibits smoking in any portion of an indoor facility used routinely or regularly for the provision of health care, day care, early childhood development services, education, or library services to children under the age of eighteen.

O. Contractor will use the Common Intake Form ("CIF") as adopted by the Dallas Area RWPC and Consortium.

P. Contractor will develop and implement an agency wide drug free work place policy. The Contractor will also require that all contracts between itself and subcontractors also comply with said requirements.

Q. Contractor will comply with Public Law 103-333, Section 507, which requires that all equipment and products purchased with these funds should be American-made.

R. Contractor will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of federal funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

S. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in disciplinary action and the withholding of future awards.

T. The person(s) signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

U. In accordance with HRSA Program Policy No. 97-03, grant funds may not be used for outreach programs which exclusively promote HIV counseling and testing and/or which have as their purpose HIV prevention education. Additionally, funds may not be used for broad-scope awareness activities about HIV services which target the general public (poster campaigns for display on public transit, television, or radio service announcements, etc.).

V. Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(1) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform any labor or services.

X. Contractor will comply with Standards of Care, and will utilize Outcome Measures as adopted by the RWPC.

Y. All contractors will document efforts to track outcome measures by submitting written reports to Dallas County, as prescribed by Dallas County (e.g., semi-annually).

Z. Contractor understands and agrees that its receipt of funding under this Contract will not be used to supplant state, local, or other federal funds received by the Contractor.

AA. Contractor understands that reimbursement for costs under this Contract shall be in accordance with all applicable federal rules, Regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds.

BB. Contractor must also assure that case records of patients/clients who are receiving services contain the following:

1. HIV/AIDS verification and documentation;
2. Verification and documentation of residency within the Dallas EMA;
3. Verification and documentation of Medicaid/Medicare or other third-party billing;
4. Verification or documentation of income and employment status;
5. Appropriately completed and updated CIF;
6. Confidentiality statement signed by the patient/client if applicable to service provided.
7. Release of information form signed by the patient/client allowing local, State, and Federal funding sources access to patient/client files; and
8. Written verification of disability (if applicable).
9. Appropriate documentation for units of service provided to clients when applicable. If the client is a recipient of the service category, access for targeted persons, case records should include a copy of the outreach tracking tool.

CC. Contractors of all services, with the exception of drug reimbursement, emergency financial assistance, and insurance assistance, agree to operate under a unit cost reimbursement system negotiated within the cost corridors specified by Dallas County. For proposals which exceed the unit cost rates specified by Dallas County, acceptable written justification for the higher rates must be provided.

DD. Dallas County will provide regularly scheduled technical assistance to assist Contractor to comply with the requirements and assurances enumerated in this Contract. Nevertheless, the sole responsibility for compliance rests with the Contractor. If specific technical assistance is required
at any time, regarding any provision of this Contract, Contractor is invited to submit a written request. Dallas County will schedule appropriate individual or group technical assistance within a reasonable period of time.

EE. Contractor, if a housing provider, agrees to meet the applicable housing quality standards outlined below:

(1) Contractor must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

(2) The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.

(3) The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(4) Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.

(5) Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(6) The water supply must be free from contamination at levels that threaten the health of individuals.

(7) The housing must have adequate heating and/or cooling facilities in proper operating condition.

(8) The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

(9) All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(10) The housing and any equipment must be maintained in a sanitary condition.

FF. Contractor, if funded by HOPWA, agrees to follow all procurement standards required by HUD as specified in 24 CFR Parts 50 and 574, all OMB Circulars including A-110, State of Texas requirements, and Dallas County policy. Contractor agrees to maintain documentation of all procurement procedures and to provide that documentation to Dallas County prior to obligating any funds awarded by this Contract.

15. TERMINATION:

Dallas County may upon thirty (30) calendar days written notice to the Contractor, terminate all or any part of this Contract in any one of the following circumstances:
A. If the Contractor fails to comply with Dallas County's reporting requirements, the program objectives, the terms, conditions, or standards of this Contract, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Contract.

B. If the Contractor fails to perform the work and services required by this Contract within the time specified herein or any extension thereof.

C. If funds allocated by the HUD should become reduced, depleted, or unavailable during the Contract term.

Dallas County may immediately terminate or suspend this Contract to protect health and safety of clients.

Termination of the Contract will be effectuated by delivering to the Contractor a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. After receipt of said termination notice, the Contractor shall stop work under the Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Contractor will not incur new obligations and will cancel any outstanding obligations. To the extent federal funds are available and reimbursement is permitted, Dallas County will reimburse the Contractor for noncancellable obligations which were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds which were paid by Dallas County to the Contractor under this Contract shall be returned to Dallas County.

16. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Dallas County and Contractor accept the terms of this Contract in full.

17. APPLICABLE LAW:

This Contract is expressly made subject to Dallas County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.
By their signatures below, the duly authorized representatives of Dallas County and Contractor accept the terms of this Contract in full.

EXECUTED THIS ___________day of __________________, 200 ___.

DALLAS COUNTY:

BY: Lee F. Jackson
County Judge

AIDS SERVICES OF NORTH TEXAS, INC.:

BY: Ronald Aldridge
Executive Director

RECOMMENDED:

BY: Betty J. Culbreath-Lister
Director, Dallas County
Health and Human Services

APPROVED AS TO FORM:

BY: John Dahill
Assistant District Attorney
Advisory Chief, Civil Section
EXHIBIT A: CONTINUUM OF CARE

Definitions, Units of Service, and Scope of Work

All service categories to be funded by State Services grants will be required to submit unit cost budgets, with the exception of drug reimbursement, emergency financial assistance, and insurance assistance. For the purpose of this proposal, the following definitions, units of service, and scope of work apply.

SERVICE PRIORITY #4: HOUSING

4.1 SHORT-TERM ASSISTANCE — Provision of rental and utility assistance to low-income PLWH for short periods of time to reduce the risk of homelessness.

Additional Assurances — Short-term assistance funds can be awarded for a period not to exceed 21 weeks in any 52-week period. Deposits for rent/utilities are not allowable under this program.

Unit of Service — One (1) monthly rental, mortgage, or utility payment.

Scope of Work — Provision of short-term rent, mortgage, and utility payments (up to a monthly cap) to prevent the homelessness of the tenant or mortgagor of a dwelling. The contractor makes payment directly to the landlord, mortgage holder, or utility service provider and the client pays any balance.

4.2 LONG-TERM ASSISTANCE — Provision of rental and utility assistance to low-income PLWH for extended periods of time.

Unit of Service — One (1) monthly rental or utility payment.

Scope of Work — Tenant-based rental and utility assistance, including assistance for shared housing arrangements.
## DIRECT PERSONNEL EXPENDITURE ITEMS

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<th>POSITION TITLE</th>
<th>ANNUAL DIRECT</th>
<th>BLOODS</th>
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### TOTAL PERSONNEL EXPENSES

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## DIRECT NON-PERSONNEL EXPENDITURE ITEMS

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<td>Staff Travel</td>
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### TOTAL DIRECT NON-PERSONNEL EXPENSES

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### TOTAL DIRECT COST

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<td></td>
<td></td>
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AIDS Services of North Texas, Inc.
616 Fort Worth Dr Denton, TX 76201-7135
EIN: 75-2252866
HOPWA Budget Justification
Exhibit A-3 (a)

A. PERSONNEL

<table>
<thead>
<tr>
<th>Position</th>
<th>Percentage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer (P. Barnes), 2%</td>
<td></td>
<td>$840</td>
</tr>
<tr>
<td>(Annual Salary = $42,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant</td>
<td></td>
<td>$420</td>
</tr>
<tr>
<td>Emergency</td>
<td></td>
<td>$420</td>
</tr>
<tr>
<td>Job Description: Prepares checks for HOPWA payments and documentation for client rent and utility assistance.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Assistant Executive Director (D. Rue), 2% | $820 |
| (Annual Salary = $41,000)               |     |
| Tenant                                 | $410 |
| Emergency                              | $410 |
| Job Description: Directly approves client expenditures and determines client eligibility for short term versus long term HOPWA program assistance. Additionally, verifies completion of the HOPWA application. |

| Case Manager (J. Mitchell), 8% | $2100 |
| (Annual Salary = $26,250)     |       |
| Tenant                        | $1050 |
| Emergency                     | $1050 |
| Job Description: Coordinates HOPWA assistance out of the Plano office for all clients of ASNT including documentation of eligibility, check requests, distribution of checks, and other activities related to the HOPWA program. |

| Case Manager (T. Vo), 8% | $2000 |
| (Annual Salary = $25,000) |       |
| Tenant                    | $1000 |
| Emergency                 | $1000 |
| Job Description: Coordinates HOPWA assistance out of the Denton Office for all clients of ASNT including documentation of eligibility, check requests, distribution of checks, and other activities related to the HOPWA Program. |

B. FRINGE BENEFITS

<table>
<thead>
<tr>
<th>Component</th>
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</thead>
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<td>Tenant FICA</td>
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<td>Emergency FICA</td>
<td>$662</td>
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<tr>
<td>Total Fringe</td>
<td>$1,325</td>
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</table>

FICA: 

\[ 5,760 \times 7.65\% = 440.64 \]
AIDS Services of North Texas, Inc.
616 Fort Worth Dr. & Denton, TX 76201-7135
EIN: 75-2252866
HOPWA Budget Justification
Exhibit A-3 (a)

Insurance $5,760 x 11.91% = $686.22
Unemployment $5,760 x .44% = $25.34
Worker's Comp $5,760 x 3% = $172.80
Total Fringe 23% $1,325

C. TRAVEL

Tenant: $100
Mileage for HOPWA staff to travel in the EMSA $0.30/mile x 66.67 miles x 5 months = $100.00. Traveling to complete HOPWA intakes and/or deliver HOPWA payments.

Emergency: $100
Mileage for HOPWA staff to travel in the EMSA $0.30/mile x 66.67 miles x 5 months = $100.00. Traveling to complete HOPWA intakes and/or deliver HOPWA payments.

D. EQUIPMENT

$0

No equipment is being sought.

E. SUPPLIES

Tenant: Program supplies $250
(such as HOPWA file folders, dividers, pens, paper, checks staples, tape, computer disks, binder clips)

Emergency: Program supplies $250
(such as HOPWA file folders, dividers, pens, paper, checks staples, tape, computer disks, binder clips)

F. CONTRACTUAL

$0

No contracts are being sought.

G. OTHER $87,215.00

Tenant:
Long Term Rental Assistance $61,803
Occupancy $ 550
Office space and utilities for HOPWA staff located in Plano & Denton.
Telephone $ 1,000
Local & Long distance telephone usage for HOPWA staff located in Plano & Denton.
Printing $ 150
Agency brochure outlining the rental assistance programs.
## HOPWA Budget Justification

**Exhibit A-3 (a)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount ($)</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>Postage</td>
<td>150</td>
<td>Postage for mailing HOPWA literature &amp; payments to clients.</td>
</tr>
<tr>
<td>Agency Insurance</td>
<td>200</td>
<td>Bonding insurance for all HOPWA staff who handle HOPWA checks</td>
</tr>
<tr>
<td>Audit</td>
<td>50</td>
<td>Audit expenditures for the HOPWA account.</td>
</tr>
<tr>
<td>Rental Cost</td>
<td>50</td>
<td>HOPWA allocated portion of leased equipment.</td>
</tr>
<tr>
<td>Office Equip. Maint. &amp; Repair</td>
<td>50</td>
<td>HOPWA allocated portion of equipment maintenance &amp; repairs.</td>
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**Total Other for Tenant Based Services** $64,003

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<tr>
<td>Short Term Rent/Mortgage Assistance</td>
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<td>Short Term Utility Assistance</td>
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<tr>
<td>Occupancy</td>
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<td>Office space and utilities for HOPWA staff located in the Plano &amp; Denton office.</td>
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<tr>
<td>Telephone</td>
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<tr>
<td>Printing</td>
<td>150</td>
<td>Agency brochure outlining rental the assistance programs.</td>
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<tr>
<td>Postage</td>
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<td>Postage for mailing HOPWA literature &amp; payments to clients.</td>
</tr>
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<td>Agency Insurance</td>
<td>200</td>
<td>Bonding insurance for all HOPWA staff who handle HOPWA checks</td>
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<td>Audit</td>
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<td>Audit expenditures for the HOPWA account.</td>
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<tr>
<td>Rental Cost</td>
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<td>HOPWA allocated portion of leased equipment.</td>
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<tr>
<td>Office Equip. Maint. &amp; Repair</td>
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**Total Other for Emergency Based Services** $23,212

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<td>THIRD PARTY REIMBURSEMENTS</td>
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<td>No third party reimbursements will be generated.</td>
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AIDS Services of North Texas, Inc.
Exhibit B-1
Performance Objective Form

| AGENCY: AIDS Services of North Texas |
| ADDRESS: 616 Fort Worth Drive |
| EIN: 75-2252866 |
| GRANT: HOPWA 2001 October 1, 2001 - February 28, 2002 |
| PREPARED BY: Pamela C. Barnes, Chief Financial Officer |
| PHONE: 940-381-1501 |

OBJECTIVES (BRIEFLY STATE YOUR MEASURABLE OBJECTIVES)
IF THERE ARE PROBLEM AREAS, DESCRIBE YOUR PLAN TO SOLVE THEM.
INCLUDE YOUR TARGET AND COMPLETION DATE.

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<th>LIST SERVICE CATEGORY</th>
<th>PERFORMANCE OBJECTIVE</th>
<th>MEASURE</th>
<th>ANNUAL GOALS</th>
<th>TARGET AND COMPLETION DATES</th>
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## EXHIBIT C: MULTIPLE FUNDING SOURCE FORM

**AGENCY:** AIDS Services of North Texas, Inc.

**Address:** 616 Fort Worth Drive
Denton, Texas 76201-7135

**EIN:** 75-2252866

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### Funding Sources 2000-2001

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TO: THE HONORABLE COMMISSIONERS COURT

FROM: BETTY J. CULBREATH-LISTER, DIRECTOR
DALLAS COUNTY HEALTH AND HUMAN SERVICES

DATE: OCTOBER 9, 2001

SUBJECT: FY 2002 RYAN WHITE CARE ACT TITLE I APPLICATION

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White CARE Act Title I (Ryan White Title I) Grant funds. Dallas County Health and Human Services (DCHHS) is designated to serve as the Administrative Agency for Ryan White Title I funds for the Dallas Eligible Metropolitan Area (EMA), which includes Collin, Dallas, Denton, Ellis, Henderson, Hunt, Kaufman, and Rockwall counties. In accordance with the provisions of the Health Resources and Services Administration (HRSA), the Administrative Agency is responsible for completing the Ryan White Title I grant application, which is a continuing and competitive application, and submitting it to the HRSA.

Fiscal Impact
There will be no fiscal impact to Dallas County. If awarded full funding, DCHHS will receive $13,612,833 in Ryan White Title I grant funds to provide HIV/AIDS services.

Operational Impact
The Administrative Agency will be responsible for administering all funds received under the FY 2002 Ryan White Title I grant.

Legal Impact
The Commissioners Court must approve the Administrative Agency's FY 2002 Ryan White Title I grant application (see attachment).

Recommendation
It is recommended that the Commissioners Court approve the Administrative Agency's FY 2002 Ryan White Title I grant application as reflected in the attachment.

RECOMMENDED BY:
Betty J. Culbreath-Lister, Director, Department of Health and Human Services

c: J. Allen Clemson, Court Administrator
   Virginia Porter, County Auditor

A: RyanWhiteTitle1.Application.Briefing.wpd

2377 North Stemmons Freeway
Dallas, Texas 75207-2710

Suite 200, LB-16
Office 214-819-1840
Fax 214-819-1850
MEMORANDUM

Date: October 1, 2001
To: Dallas County Commissioners Court
From: Michael K. Griffiths, Director
Re: Grant Award - Project Spotlight

BACKGROUND OF ISSUE

The Dallas County Juvenile Department received the Statement of Grant Award for $660,000 from the Office of the Governor, Criminal Justice Division (CJD) for the FY 2002 Project Spotlight Program. This program uses a team approach to provide intensive supervision to ensure youth and young adults are meeting their conditions of probation. The program is designed to reduce violent crimes in the 75217 Zip code area of Dallas County. The program, which began in FY 2000, was a partnership between the police, juvenile probation and adult probation. However, beginning with the FY 2002 grant cycle the Dallas Police Department (due to budget constraints) will no longer participate in the program and their responsibilities with regard to Project Spotlight will be assumed by deputies from the Dallas County Sheriff's Department.

IMPACT ON OPERATIONS AND MAINTENANCE

The Dallas County Juvenile Department was chosen as lead agency to facilitate the project in this area. The Juvenile Department has developed a Inter-local agreement with Adult Probation. A briefing will be submitted to the Commissioners Court once the operating arrangements have been finalized with the Sheriff's Department. Operational responsibility is split among the three agencies and coordinated by staff from the Juvenile Department.

LEGAL INFORMATION

The Grant Acceptance Notice requires the signature of the Dallas County Judge. CJD also requires that the associated Court Order include language confirming that Dallas County is responsible for the grant funds and that, in the event of the loss or misuse of the grant funds, Dallas County will return all funds to CJD in full. This assurance is standard for all CJD grants.
FINANCIAL IMPACT / CONSIDERATIONS

FY 2002 expenditures for the Project Spotlight program is projected to be $756,400. With the award being only $660,000 the program will face a budget shortfall of $96,400. The Juvenile Department and Adult Probation have each agreed to contribute a position as in-kind match to offset this deficit. The Juvenile Department proposes to reallocate an existing position to this grant as its in-kind contribution, and no additional cash match will be required from the county general funds to operate this program. In addition the Juvenile Department will absorb some of the general operating expenses through its general budget. Costs associated with the two sheriff’s deputies will be fully borne by the grant.

PERFORMANCE MEASURES IMPACT

Project Spotlight is designed to serve youth and young adults who have been adjudicated and placed on supervision with specific conditions of probation. The Criminal Justice Policy Council was tasked with evaluating this program from outcome measures designated by the legislature during the 76th Legislative session. The Policy Council has made recommendations to State leadership to modify those measures and we are awaiting the final decision regarding new evaluation benchmarks. During the current fiscal year 147 youth were served through Project Spotlight and only 3 have had to be committed to the Texas Youth Commission. During the same time period 178 adult offenders have been served with only 4 having to be sent to the Texas Department of Criminal Justice.

PROJECT SCHEDULE / IMPLEMENTATION

This will be the third year of operation for Project Spotlight. The program initially began operation in FY 2000. The FY 2002 funding cycle will cover the period November 1, 2001 through October 31, 2002.

M/WBE INFORMATION

This section is not applicable to this briefing.

RECOMMENDATION

It is recommended that the Dallas County Commissioners Court accept the $660,000 in Project Spotlight funding from the Office of Governor, Criminal Justice Division and authorize the Dallas County Judge to sign the Grantee Acceptance Notice and related documents on behalf of Dallas County.
STATEMENT OF GRANT AWARD

Grant Number: SF-02-A10-14930-05
Grantee Name: Dallas County
Project Title: Project Spotlight
Grant Period: 11/01/2001 - 10/31/2002
Program Fund: SF-State Criminal Justice Planning (421) Fund

CJD Award: $660,000
Grantee Cash Match: $0
Grantee In-Kind Match: $0
Total Project Cost: $660,000

The Governor’s Criminal Justice Division (CJD) has awarded the above-referenced grant. The approved budget is reflected in the attached Budget Summary. This grant is subject to and conditioned upon acceptance of the Governor’s Criminal Justice Division’s rules in Title I, Part I, Chapter 3, Texas Administrative Code. Applicable special conditions are cited below. By signing and submitting the Grantee Acceptance Notice to CJD, the grant officials accept the responsibility for the grant project and certify their agreement to the conditions of grant funding.

Required Attachments
Resolution from Governing Body
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
APPROVED BUDGET SUMMARY

Grant Number: SF-02-A10-14930-05
Grantee: Dallas County
Project Title: Project Spotlight
Grant Period: 11/01/2001 to 10/31/2002
Funding Source: SF-State Criminal Justice Planning (421) Fund

Region: 0400
Date: 09/18/01

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Budget Detail:

A. BASIC PROGRAM:
   Project Coordinator, 100% time, $49,588
   2 juvenile probation officers, 100% time, $66,245
   Fringe benefits, $38,251
   (Note: Dallas County will use local funds to provide 1 additional juvenile probation officer)
   PREVENTION PROGRAM:
   $0
   EDUCATION/EMPLOYMENT PROGRAM:
   $0
   GANG PREVENTION PROGRAM:
   $0

B. BASIC PROGRAM:
   Interlocal agreement with Dallas County Sheriff's Office:
   2 deputies, 100% time plus benefits, $110,578
   Interlocal agreement with Dallas County CSCD:
   2 adult probation officers, 100% time plus benefits, $101,874
   (Note: Dallas County will use local funds to provide 1 additional adult probation officer)
   PREVENTION PROGRAM:
   Contract with G/S King Associates to provide prevention services in the target area, $200,000

2002-Criminal Justice

Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
EDUCATION/EMPLOYMENT PROGRAM:
   Contract with G/S King Associates to provide education/employment services, $60,000

GANG PREVENTION PROGRAM:
   $0

C. BASIC PROGRAM:
   Local travel, $2,000
   Travel for training of coordinator, 8 officers, and other persons performing official grant activities, $5,000

F. BASIC PROGRAM:
   Rent, $16,381
   Utilities, $2,119
   Probation officer cell phones/air/time/service, $5,964
   Office supplies, $2,000
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
GRANT ACCEPTANCE NOTICE

SF-02-A10-14930-05
Dallas County
Project Spotlight

This Acceptance Notice should be signed by the authorized official named on the grant and returned to the Criminal Justice Division (CJD) by October 14, 2001. The grantee will not receive any grant funds until this notice is executed and returned to CJD.

Part I:
The authorized official for this grant project must read the following and indicate agreement by signing this Acceptance Notice below:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and project director, referred to below as grantee officials, agree to the terms of the grant, including the rules and documents adopted by reference in Title I, Part I, Chapter 3, Texas Administrative Code.
- It is understood that a violation of any term of the grant may result in CJD placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- The grantee officials understand that they must satisfy all special conditions placed on this grant before receiving any funds.
- The grant must have three separate persons designated to serve as grant officials.

Signature of Authorized Official
Judge Lee F. Jackson, Dallas County Judge

Name & Title (must print or type)
411 Elm Street, Ste.200

Official Agency Mailing Address
Dallas, Texas 75202

City/Zip Code
(214)653-7555 (214)653-6586

Telephone Number Fax Number

Part II:
The position designated by the authorized official to request grant adjustments is the (select one):

■ PROJECT DIRECTOR ■ FINANCIAL OFFICER

2002-Criminal Justice
Post Office Box 12428, Austin, Texas 78711 (512) 463-1919
Date: October 3, 2001

To: Commissioners Court

From: Michael K. Griffiths, Director

Subject: Temporary Relocation of Programming at 4711 Harry Hines

Background of Issue

The Juvenile Department's Substance Abuse Unit (SAU) has operated for the past few years in the old Juvenile Administration building at 4711 Harry Hines. SAU activities include a day treatment program for 50 youth and supportive outpatient and assessment programs that operate primarily in the evening. Education for the day treatment youth is provided through our charter school, which is operated under contract by The Brown Schools (TBS). Recent engineering studies of the building identified structural deficiencies which were serious enough to require that we immediately move the staff and youth from the building. The Court has been briefed on this study.

We were able to make temporary arrangements for all of the SAU program to move to available space in the building where our Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is located. Children's Comprehensive Services (CCS) contracts to operate the DCJJAEP and leases space at 1673 Terre Colony, which is across the street from the Henry Wade Juvenile Justice Center. Enrollment in the DCJJAEP is lower in the fall and CCS was able to provide eight classrooms and five offices, totaling approximately 5,000 square feet. With tremendous cooperation from Facilities staff, CCS, and our staff we were able to physically move the SAU program so that services resumed on Monday, October 1. The decision to relocate was made on Wednesday, September 26, and youth did not report to the program on Thursday or Friday. Since Friday, September 28 was a teacher in-service day, we only missed one actual day of school.

The purpose of this briefing is to inform the court of the status of this temporary relocation and to request approval for agreements and funding that are necessary to continue SAU and charter school operations.
Impact on Operations

There are many operational issues that are being addressed as a result of this move. Some of these issues are still being evaluated and solutions are being developed. In some cases, decisions cannot be finalized until we have a better idea of the longer term resolution of the structural problems at 4711 Harry Hines. A summary of the major issues follows.

Lease Space: The 5,000 sq. ft. that CCS is providing is minimally adequate for SAU and charter school operations. Staff are sharing office space, with up to five staff in one space. We are working with CCS to provide for janitorial services for the space we are using and should have that finalized in the very near future. CCS is only able to provide this space since their enrollment levels are lower in the fall. CCS has been clear to us that once their enrollment levels increase, they will have first priority over the space. Based on past enrollment history, CCS should not need any of the space we are using until February, 2002.

Meals: CCS' building is not able to accommodate the equipment needed to continue to provide meals to the youth through cook-chill. CCS contracts with a private vendor, The Paper Plate, to cater meals for the DCJJAEP students at a cost of $1.85 per meal. We are temporarily working through CCS to include our students in their daily meal service. CCS has requested that we work out an arrangement directly with The Paper Plate. Since the food preparation and serving areas are limited, it is not realistic for us to use any vendor other than The Paper Plate. They are willing to expand service to include our youth. We are working with Purchasing to open a purchase order with The Paper Plate. Purchasing can issue purchase orders with a maximum annual value of less than $15,000 without direct Court approval. That maximum should be sufficient to meet our short-term needs. Milk for our youth is delivered directly to the facility under an existing purchase order.

Telephones: CCS' telephone system does not have any room for expansion. We are working with Garland Hampton of Telecommunications to explore temporary solutions. There may be a recently replaced system that can be utilized on a temporary basis. Staff are currently using cell phones as their primary means of communication.

Computer access: The SAU staff need routine access to our CaseWorker system and TBS utilizes the New Century computer-assisted learning programs as part of their core curriculum. We are currently working with both Dallas County and TBS computer staff to provide temporary access. It does not appear that there is adequate electrical service in the building to support our additional computers. Facilities staff are evaluating the current service to develop a solution. TBS computer staff are due to evaluate the situation on Thursday, October 4. Once their needs have been determined, we can make a decision on how to provide computer access.
Relocation of Programming at 4711 Harry Hines

page 3

Fiscal Impact

This relocation was not anticipated and much of the related expenses are not budgeted. The monthly cost of the lease space will be approximately $5,000. This figure does not include janitorial service. CCS is determining an additional cost that would be added to the monthly lease. It is expected to be a small expense. Since the SAU was in a county building, there are no currently budgeted lease funds. The charter school does have some available funding that can be used for the portion of the lease space that was necessary for the charter school components, approximately 53% of the total space. The Juvenile Department does have a budget line item for leases of our satellite offices. The budget office has recommended using those funds for this temporary lease and adjusting that line item once we know how long we will need to use this location.

The funding to pay for the cook-chill meals is included in our Detention Center budget, which includes meals for the detention center and Marzelle C. Hill Transition Center as well as the SAU program. We recommend utilizing those funds to pay for meals through The Paper Plate.

We can use charter school funds for at least a portion of any expenses to provide temporary telephone service and expand the electrical service necessary to provide computer access. We should have a better estimate of the best solutions and potential cost by Tuesday’s Court briefing. It is likely that some additional funds will be requested from the Court.

Legal Impact

CCS is preparing a lease agreement. Juvenile Department staff have provided input into typical Dallas County contractual language and issues. We will submit the document for review by the District Attorney’s office. The agreement will require the signature of the Dallas County Judge. We are working with Purchasing to establish a purchase order for The Paper Plate to provide meals.

Project Schedule/Implementation

The emergency nature of this move required immediate action on our part to ensure a minimal disruption of services to our youth. All SAU and charter school services are now in operation at the CCS facility. We need to finalize the lease agreement and provision of meals issues as soon as possible. The CCS facility is only a temporary solution. The DCJJAEP’s enrollment will reach a level during next spring when they will need some or all of the space we are using. We are evaluating the various issues presented in this
Relocation of Programming at 4711 Harry Hines

briefing to determine the best short-term solutions to maintain at least minimum service levels. We are working closely with Facilities and Engineering staff to develop a recommendation to present to the court for a longer term solution.

M/WBE Issues

M/WBE issues are not applicable to this briefing.

Recommendation

It is recommended that the Court approve a lease agreement with Children's Comprehensive Services for use of space at their facility located at 1673 Terre Colony and that the Dallas County Judge be authorized to sign the agreement on behalf of Dallas County upon review and approval by the District Attorney's office.

It is also recommended that the Court approve the use of currently budgeted funds for lease and meals costs that cannot be paid by charter school funds, with the understanding that the department may have to return and request additional funding based on the length of time we utilize the temporary space. Once solutions for the telephone and computer access are developed, we will request court approval as needed.

Recommended by: Michael K. Griffiths, Director
DATE: October 3, 2001

TO: Commissioners Court

FROM: Captain David Mitchell, Training Division

THROUGH: Channels

SUBJECT: Request to Accept Contributions

Background Information

When the Mitchum Firearms Training Center was opened in 1997, it was hoped that the facility could be landscaped in native Texas plants. This plan has since proved to be impossible due to the combination of the expense involved and having no funding for the plan. This past winter a revised plan was put into place to landscape the facility with plants which while not native, have adapted well to our environment. The Rangemaster along with other Training Division staff members attempted to solicit donations of landscape materials. In response, Mr. Paul Burnham, owner of Riverside Nursery located at 1059 Bilindsey Road has donated approximately 500 pots of landscape materials for planting at the Mitchum Center. These include decorative grasses (such as Monkey grass), various kinds of bushes (such as Indian Hawthorne, Photenia, and Azalea), and decorative trees (such as Bradford Pear, Red Bud, and Juniper).

Impact on Operations and Maintenance

This donation will have a positive impact on the operations of the Training Academy and of the Department as a whole. The Mitchum Center is a fifteen acre facility which already had beautiful native grasses, and large native trees. However it lacked decorative landscaping, and the large mulched beds around the main building were empty and stark.

Receipt of this donation represents phase one of the landscape project. Remaining to be accomplished is a plan for replacement of the large native trees. These trees function as an essential sound buffer to the Mitchum Center’s neighbors: the County’s Juvenile Facility. A plan for the replacement of these native trees must be set in place to prevent thinning of this sound buffer.

Legal Impact

Acceptance of this donation will have no legal impact on Dallas County.
Financial Impact/Considerations

Acceptance of this donation represents receipt of thousands of dollars worth of landscape materials at no cost to Dallas County. Pick-up, delivery, and planting were all done at no cost to Dallas County. This landscaping enhances the appearance of the Mitchum Center and hopefully will make it more attractive to potential users.

Performance Measures Impact

Acceptance of this donation will beautify the Mitchum Center and hopefully positively impact the measure of Mitchum’s users.

Project Schedule / Implementation

These materials have been picked up from the Riverside Nursery and delivered to the Mitchum Firearms Training Center by the Rangemaster and a volunteer from the Patrol Division working on his own time. The landscape layout was designed by the Rangemaster with the help of the donor, and planting was performed by trusty labor from the Hutchins State Jail.

A request will be forwarded by Training Division staff to the Sheriff’s Meritorious Conduct Board recommending Mr. Burnham for the Citizen’s Certificate of Merit award.

Recommendation

It is recommended that Dallas County accept possession of approximately 500 pots of landscape materials from Mr. Paul Burnham, owner of Riverside Nursery.

Approved By / Recommended by:

David Kuykendal
Chief Deputy
Office of General Services
BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the ______ day of __________________________, 2001, on motion made by ________________________________ and seconded by ________________________________, the following Order was adopted:

WHEREAS, On October 9, 2001, the Commissioners Court was briefed on donated landscape materials received from Mr. Paul Burnham, owner of Riverside Nursery, to the Dallas County Sheriff’s Training Academy; and

WHEREAS, approximately 500 pots of various landscape plants and materials were received, and planted at no cost to Dallas County; and

WHEREAS, these landscape materials are essential to the enhancement of the Mitchum Fire Arms Training Center

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court shall accept possession of the landscape plants and materials as briefed from Mr. Paul Burnham and the Riverside Nursery, for use by the Dallas County Sheriff’s Academy at the Mitchum Fire Arms Training Center.

DONE IN OPEN COURT this the _____ day of __________________________, 2001.

__________________________________  ____________________________________  ____________________________________
Lee F. Jackson                Jim Jackson                        Mike Cantrell
Dallas County Judge          Commissioner, District No. 1     Commissioner, District No. 2

__________________________________  ____________________________________
John Wiley Price                Kenneth A. Mayfield
Commissioner, District No. 3  Commissioner, District No. 4

Recommended by:

__________________________________
David Kuykendall
Chief Deputy
Office of General Services
MEMORANDUM

TO: Commissioners Court

THROUGH: Mike Cantrell, Commissioner District 2

FROM: Donald R. Holzwarth, P.E.
Director of Public Works

SUBJECT: MILITARY PARKWAY MCIP PROJECT 21901
(IH 635 to Carmack Street)
CONSULTANT ENGINEERING CONTRACT FOR
PRELIMINARY DESIGN ENGINEERING

BACKGROUND

Military Parkway from IH 635 to Carmack Street was selected in the first call for projects for the Major Capital Improvement Program for Program Year 2004. The project is located in Road and Bridge District 2 and in the City of Mesquite.

It is necessary to begin design engineering services immediately in order to maintain the schedule of letting in Program Year 2004. The State statutes require a two step process initiated by a request for qualifications as does the Dallas County Policy for Procurement of Architectural/Engineering services (including amendments). Public Works has implemented this two step process which resulted in Bridgefarmer & Associates, Inc., being selected as the most qualified for the subject project. Negotiations were commenced which have resulted in a proposal to perform the necessary preliminary design work.

FINANCIAL IMPACT

Cost of construction of the Military Parkway Project is estimated at $3,500,000. Bridgefarmer & Associates, Inc., have proposed to perform the preliminary design engineering for an amount not to exceed $161,586.00. Funds are available in Fund 196, Department 2010, Code 8010, FY 2000, Project 8120 for the Military Parkway Project.
Commissioners Court
September 25, 2001
Page Two

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached Consultant Engineering Design Contract with Bridgefarmer & Associates, Inc., in an amount not to exceed $161,586.00. If Commissioners Court is in agreement, a court order shall be placed on the next formal agenda.

Approved By:

[Signature]

Donald R. Holzwarth, P.E.
Director of Public Works

Attachments (Contract with Attachments)

Cc: John Mears, P.E.

jcn
DALLAS COUNTY
CONSULTANT ENGINEERING SERVICES CONTRACT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS, this Contract is made and entered into as of the day of ______________, 2001, by and between the COUNTY OF DALLAS (hereinafter referred to as "COUNTY") acting by and through the Commissioners Court of Dallas County, Texas, and Bridgefarmer & Associates, Inc., (hereinafter referred to as "CONSULTANT") with offices located at 8001 LBJ Freeway, Suite 400, Dallas, Texas 75251-1300.

WITNESSETH:

WHEREAS, COUNTY intends to contract with a professional engineering firm for professional services hereinafter referred to as "SERVICES", needed for the design and construction of the Military Parkway Project 21901 from IH 635 to Carmack Street, hereinafter referred to as the "Project"; and

WHEREAS, pursuant to the Texas Government Code Chapter 2254, the COUNTY requested qualifications from professional Consultants willing to assist the COUNTY by providing engineering services; and,

WHEREAS, the COUNTY has determined that CONSULTANT is the highest qualified provider of engineering services for Phase I of the Project; and,

WHEREAS, COUNTY and CONSULTANT have agreed upon the fair and reasonable negotiated price for the Phase I, Preliminary Design Services, to be accomplished; and,
WHEREAS, the COUNTY has determined that the services of professional Consultants are for the benefit of the COUNTY; and,

WHEREAS, COUNTY desires to contract with CONSULTANT for complete Phase I, Preliminary Engineering Services, as detailed herein; and

WHEREAS, Consultant has agreed to provide professional engineering services as provided herein and as may be mutually agreed in the future with regard to the Project.

NOW, THEREFORE, COUNTY AND CONSULTANT, in consideration of the terms, covenants and conditions herein contained, Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby agree and contract as follows:

ARTICLE I. DEFINITIONS

1.1 BASIC SERVICES shall mean all professional engineering services and other professional services required for Phase I, Preliminary Engineering. Such services shall include, but not be limited to, producing plan and profile sheets, drainage sheets, structure layouts, roadway cross sections with applicable standard details, estimated quantity sheets, and right of way documents as more fully detailed in Attachment A attached hereto and incorporated for all purposes herein as if reproduced word for word.

1.2 SPECIAL SERVICES shall mean those services not included in Basic Services and specifically listed in the contract, which are surveying services, surveying expenses, title research/abstracting, expert or witness preparation and testimony, preparation of exhibits and appearance at public meetings, traffic control plans, geotechnical soil analysis, fees and other costs such as American Disabilities Act requirements in plans by State of Texas, and blueprinting and other copying required in addition to the Basic Service requirements, as more fully set forth in Attachment A.

1.3 PRELIMINARY DESIGN/PRELIMINARY ENGINEERING shall mean all professional engineering services required to produce the deliverables as more fully detailed in Article 4, Deliverables, and Attachment A, Scope of Services. These include, but are not limited to mean all professional engineering services required to produce a right of way alignment study with recommendation of the most economical alignment, preliminary grade line and drainage requirements, preliminary right of way plans and documents, preliminary engineering study and report indicating clearly the potential problems and alternate solutions available. "PRELIMINARY DESIGN" and "PRELIMINARY ENGINEERING" are used interchangeably.
in this document and both have the same meaning.

I.4 PRIMARY/FINAL DESIGN shall mean all professional engineering services required to produce Phase II, Primary/Final and complete plans satisfactory for the construction of the PROJECT including all right of way documents and plans, standard details, special specifications, contract documents, cross sections and special provisions.

I.5 COST shall mean the lump sum amount paid for Basic Services and all sums paid for Special Services. County shall not be liable for any amount, penalty or damage in excess of the Cost.

I.6 COUNTY shall mean the County of Dallas, State of Texas.

I.7 COMMISSIONERS COURT shall mean the Commissioners Court of Dallas County, Texas, inclusive of the County Judge and the Commissioners of each of the four Road and Bridge Districts as elected by the people of the County of Dallas.

I.8 CONSULTANT shall mean an engineering firm that is registered as a Texas Registered Professional Consultant (P.E.) in good standing or a Texas Licensed Engineer (P.E.) in good standing with the Texas Board of Professional Engineering.

I.9 EFFECTIVE DATE shall mean the date of the signature of the last person necessary for this Contract to become effective.

I.10 PROJECT(S) shall mean the road improvement that has been included by the COUNTY in the Transportation Major Capital Improvements Program as approved by the County Commissioners Court, City of Mesquite and any applicable STAKEHOLDERS.

I.11 RIGHT OF WAY (ROW) shall mean that real property, (either existing, or required in fee and/or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.

I.12 SUPPLEMENTAL AGREEMENT shall mean an agreement subsequent to this document which is entered into after formal approval of consultant and Commissioners Court to establish the contractual rights and responsibilities of the CONSULTANT and COUNTY as it relates to the PROJECT.

I.13 DIRECTOR shall mean the Director of Dallas County, Texas Public Works.

ARTICLE II SCOPE OF SERVICES

II.1 CONSULTANT: Consultant, as an Independent Contractor and Professional Consultant in its relationship with the County, covenants and agrees to perform all professional services required to complete the Preliminary Design of County Capital Improvement Military Parkway Project No. 21901, from IH 635 to Carmack Street.

II.2 BASIC SERVICES FOR PRELIMINARY DESIGN: The work tasks and activities to be performed and deliverables to be provided by the CONSULTANT shall be in accordance with requirements contained in this contract and as shown on Attachment A, Scope of Services, for the fees shown in Attachment B, Fee Calculation, including modifications to the Basic Services as mutually agreed to by COUNTY and CONSULTANT in accordance with the provisions of MCIP/ENGINEERING SERVICES CONTRACT 07-03-01.
this Contract.

II.3 SPECIAL SERVICES: The Special Services listed in Attachment A, shall be provided by CONSULTANT. Said services shall not be rendered prior to written mutual agreement between CONSULTANT and COUNTY as to the service to be rendered and the cost thereof. These Special Services are not included as a part of Basic Services and shall be paid for by the COUNTY in addition to payment for Basic Services as set forth in Attachment B.

ARTICLE III. COMPENSATION

III.1 Total Services Fee: The fee to be paid to the CONSULTANT under this contract for all Phase I services shall not exceed One Hundred Sixty-one Thousand Five Hundred Eighty-six and no/hundredths ($161,586.00) Dollars, provided however, that modifications to the Scope of Services, or other conditions defined herein may necessitate a change of fee and further provided that any additional fee is approved by the Commissioners Court in accordance with the terms of this Contract.

III.2 Phase I Basic Services Fee: The COUNTY shall pay CONSULTANT Phase I Basic Services fees in the total amount not to exceed Eighty-nine Thousand Eight Hundred Seventy-eight and no/hundredths ($89,878.00) Dollars. The COUNTY shall pay CONSULTANT progress payments for actual work performed no more often than monthly, based upon invoices for actual work performed for the period, provided that the work is progressing in accordance with the approved Project Schedule and Scope of Services, at an amount not to exceed 90% of the approved basic services fee. The remaining 10% shall be paid upon final acceptance by COUNTY of Preliminary Basic Services. Progress payment requests shall be accompanied by digital files through the date of payment request in a form which can be checked as to manageability. Should additional backup material be requested by the Director, CONSULTANT shall comply promptly with such request. In this regard, should the Director determine it necessary, CONSULTANT shall promptly, but in no event later than thirty (30) days from the date of notice, make all its records and books related to this Contract available to County for inspection and auditing purposes. An example of the form required for invoicing is displayed as Attachment C, Sample Invoice, incorporated herein for all purposes as if reproduced word for word.

III.3 Phase I Special Services Fee: The COUNTY shall pay CONSULTANT Phase I Special Services fees in the total amount not to exceed $71,708.00 provided, however, that modifications to the Scope of Services, or other conditions defined herein may necessitate a change of Fee and further provided that any additional fee is approved by the Commissioners Court in accordance with the terms of this Contract. Payment for Special Services fees may be applied for after costs have been incurred, but no more frequently than monthly, based upon detailed invoices. CONSULTANT'S invoices to COUNTY shall provide complete information and documentation to substantiate CONSULTANT's charges and shall be in a form to be specified by Director. All payments to CONSULTANT shall be made on the basis of the invoices submitted by CONSULTANT and approved by Director. Progress payment requests
shall be accompanied by digital files through the date of payment request in a form which can be checked as to manageability. Should additional backup material be requested by the Director, CONSULTANT shall comply promptly with such request. In this regard, should the Director determine it necessary, CONSULTANT shall promptly, but in no event later than thirty (30) days from the date of notice, make all its records and books related to this Contract available to County for inspection and auditing purposes. A sample invoice is provided in Attachment "C".

III.4 **Partial payments will be authorized on a percentage** of actual work completed provided proper invoices with attached documentation, as required by County's Director and the County Auditor, are submitted. All of the form required for invoicing is displayed as Attachment C, Sample Invoice.

III.5 No deduction shall be made from CONSULTANT's compensation solely on account of penalty, liquidated damages, or other sums withheld from payments to Construction Contractor.

III.6 No addition shall be made to CONSULTANT's compensation based upon construction contract claims, or delays in construction whether paid by COUNTY or denied.

III.7 COUNTY reserves the right to correct any error that may be discovered in any invoice that may have been paid to CONSULTANT and to adjust the subsequent payments to meet the requirements of the Contract. Following approval of invoices by Director and approval by County Auditor, COUNTY will endeavor to pay CONSULTANT promptly, i.e., within thirty days of COUNTY approval of invoice. Under no circumstances shall CONSULTANT be entitled to receive interest on amounts due.

**ARTICLE IV DELIVERABLES**

IV.1 **Progress Schedule:** Within fifteen days of receipt of the “Notice to Proceed” from the COUNTY, the CONSULTANT shall submit for approval a breakdown of the major tasks of the Phase I Preliminary design as a percent of the total phase. A design progress form and bar chart shall be prepared on Microsoft Project Management Software (latest version) in an approved format and updated and submitted to the COUNTY once per month. The form and bar chart shall show progress including percentage complete of the various tasks and shall be the basis for determining partial payments to the consultant. The form and bar chart must correspond to the design schedule set forth by contract.

IV.2 **Phase I Preliminary Design Preparation of Plans:**

**IV.2.1 CONSULTANT** is required to attend and actively participate in Pre-Design Charrette and Project Walk-thru.

**IV.2.2 CONSULTANT** is also required to attend additional conferences that may be necessary and scheduled by the COUNTY to complete the preliminary plan preparation and review discussions for the project [a minimum of five (5)].

**IV.2.3 CONSULTANT** shall meet with the municipalities and other agencies to determine the extent of any previous plans and studies, and to obtain zoning, subdivision information, and land use requirements. CONSULTANT shall submit to County written documentation of the results of such consultation.
IV.2.4 CONSULTANT shall determine the need for any environmental assessment study, U.S. Army Corps of Engineers permits, railroad permits, historical designation, U.S. Coast Guard or other required permits.

IV.2.5 CONSULTANT shall prepare a right-of-way (ROW) alignment study where necessary to determine the most economical location of the ROW consistent with good engineering practices and submit maps showing the proposed location of street improvements, including existing ROW, curb lines, medians and driveways. Sufficient preliminary engineering investigation and consideration must be given to the effect on adjacent properties (development), inclusive of all private or public facilities, due to the additional ROW as well as the proposed roadway improvements, including proposed curb grade, fill and cut slopes and/or retaining walls. All alignment stationing shall progress from south to north or west to east. The maps shall contain sufficient detail for presentation to County officials and/or to the public and shall be on a 24" x 36" plan sheet with a scale at 1" = 20'.

IV.2.6 CONSULTANT shall prepare a preliminary engineering report and preliminary plans which together will describe and detail the refinement of any features in the Phase I Preliminary Schematics or ROW Alignment Study for the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include the following:

- Typical sections proposed for project conditions.
- Preliminary plan and profile sheets showing the proposed geometric alignment of the roadway including driveways, median openings, left turn lanes, location of detour routes and all existing features. These plans shall include but not be limited to the following: the location with station and off-set distance or centerline tie of all fixed topography within the proposed right-of-way, including fences (type and height), trees, structures, utilities and other existing improvements, along with existing property corners (i.e., iron pins), etc., plotted on 24" x 36" standard size sheets with a scale of not less than 1" = 20'.
- Proposed roadway profile grades and elevations.
- Preliminary drainage area map (minimum scale 1" = 200'). The preliminary drainage area map shall be adequate to clearly define basic drainage structures and ROW requirements.
- Locations of existing utilities on paving plan and profile and drainage sheets. All existing utilities, including underground utilities, shall be located in the field by subsurface utility engineering if necessary, and the CONSULTANT shall ascertain from the utility companies any proposed improvements that will impact upon the project. Utility locations will be shown in plan and profile views of all phases of plans. All existing utility easements shall be located and shown on plans.
- Cross sections as required to determine impact to adjacent property and estimated volumes of excavation and embankment (minimum 50-foot intervals).
- Preliminary Suggested Construction Sequence plans.

IV.3 CONSULTANT shall assist the COUNTY in developing a detailed Scope of Services for the MCIP/ENGINEERING SERVICES CONTRACT 07-03-01
Phase II, Primary and Final Design.

**IV.4 Within ten (10) days of** approval of Phase I, Preliminary Design by COUNTY, CONSULTANT shall deliver to DIRECTOR all originals, five copies and electronic files of preliminary plans. The “Dallas County Performance Evaluation of Design Consultants” and “Evaluation of Dallas County” evaluation process shall be performed at this time and repeated at the end of the contract.

**IV.5 It is specifically understood** and agreed that the CONSULTANT shall not authorize nor undertake any work, which work would require the payment of any fee, cost, expense or reimbursement in addition to the fee stipulated in this Contract, without having first obtained specific written authority therefor from the COUNTY. The written authorization for additional work shall be in the form of a "Modification to the Scope of Services". Such modification shall clearly define the additional scope of services and the negotiated fee. The modification shall be approved by the CONSULTANT and recommended by the Director. The Director may approve the modification in accordance with Article XXIV Amendments, Section 5. In the event that the total amount of the modification exceeds the amount the Director is authorized to approve, or if the Director shall determine that Commissioners Court’s approval is necessary or convenient, the Director shall submit such modification to the Commissioners Court for its consideration.

**IV.7 In addition to the paper/mylar copies** specified above, CONSULTANT shall deliver requested work to the COUNTY in digital form which is electronically downloadable and able to be manipulated by COUNTY’s computers. These files shall include all referenced files, and cell libraries, and shall be created in compliance with TxDOT specifications in regard to level structure, line type, and line weight. Any corrupted files shall be replaced by CONSULTANT at no additional cost to County. The CONSULTANT shall provide all plats and maps to the county in digital files generated using Microstation brand computer aided drafting software, version “I”, or the release currently used by Dallas County. These files shall include all referenced files, and cell libraries, and shall be created in compliance with Texas Department of Transportation specifications in regard to level structure, line type, and line weight. In addition to these electronic files, hard copies shall be supplied or in such other formats as instructed by the County herein.

**IV.8 All survey work shall be performed** by the CONSULTANT using Electronic Distance Meters and Electronic Data Collectors compatible with the County’s similar equipment unless other methods and equipment are approved in advance by the COUNTY. All personnel, surveying equipment, and transportation of survey personnel shall be furnished by the CONSULTANT at its sole cost, expense and liability. The CONSULTANT shall be responsible for securing property owners’ permission to enter upon their property for the purpose of performing work required by this contract. The CONSULTANT shall reference all work to a system of Geographical Positioning System (GPS) points on the ground and/or to the Texas Plane Coordinate System. The CONSULTANT shall download all digital data to the COUNTY’s computer equipment daily. Photocopies of all written work (e.g., field book sketches, and other hard copy materials) will be transmitted to the COUNTY as generated. When requested by the COUNTY in the applicable Contract, the daily download of digital data shall be accomplished by use of a modulator-demodulator device (modem) over a dial-up telephone line in order to minimize cost. The CONSULTANT shall furnish all hardware and software, which is 100% compatible with COUNTY system for reception of such information, at no cost to the COUNTY. The COUNTY shall furnish one telephone line on its end at the COUNTY’s sole
IV.9 CONSULTANT shall also conform to the following survey requirements:

IV.9.1 **Right Of Way** - All work performed under this category shall conform to the requirements of *Procedures and Examples Of Right Of Way Mapping, Calculation and Property Description Preparation for Contract Surveying* as currently promulgated by the Texas Department of Transportation except as otherwise provided herein or when such is inapplicable, in the sole opinion of the COUNTY. This work shall include, but not be limited to, on the ground observations and abstracting title records in sufficient depth to determine present property owners of record, researching title records of municipalities, The State of Texas, the County of Dallas and The Dallas Central Appraisal District to determine present property ownership, including easements, and property line monumentation, if any.

IV.9.2 **Topographic** - All work performed under this category shall be such that the COUNTY can construct a Digital Map Model of the area under consideration and shall include, but not be limited to, all access points and improvements on private properties and existing rights-of-way and vertical and horizontal locations of all public and private utilities and sufficient research of public and private utility company records to determine existing rights-of-way or easements and physical location of all existing utilities. All items of topography shall be entered into an electronic data collector using the Dallas County list of Descriptors and Descriptor Codes dated Oct. 06, 1999, or the current version issued by Dallas County.

IV.9.3 **Construction** - All work performed under this category shall be as directed by the COUNTY and shall include, but not be limited to, staking centerline (CL) points, CL offset points, reference points, use of horizontal and vertical control points (bench marks) and other work normally required for construction of roads, streets, culverts, storm sewers and bridges.

IV.9.4 **Boundary** - All work performed in this category shall be as directed by the COUNTY and shall include, but not be limited to, preparation of plats and legal descriptions of lands to be bought or sold by the COUNTY.

IV.9.5 **Miscellaneous** - The CONSULTANT shall perform miscellaneous survey work as indicated in this contract or subsequent Contract Amendment(s) to include but not be limited to staking and referencing routes and project alignments; locating and marking property corners or right-of-way lines; flagging proposed right-of-way tracts during acquisition negotiations; and installing and determining the adjusted elevation (NGVD 1927) following performance of a bench mark loop.

IV.9.6 **The CONSULTANT shall provide all field work** to the COUNTY in digital form which is electronically downloadable to the COUNTY's computers using Tripod Data Systems, Inc., file transfer software Survey Link version 7.03 or the version currently used by Dallas County, supplemented by such written data as is necessary to readily use the digital data (e.g., sketches of instrument set-up points used in radial data acquisition). In addition, all work delivered in digital form shall be accompanied by at least one printout or listing of files, with descriptive titles, or a plot of the data, as applicable. Such printouts or plats shall be constructed so as to demonstrate the usability of the digital files. Any corrupted files shall be replaced by the CONSULTANT at no additional cost to the COUNTY.
IV.9.7 **Partial submittals are discouraged.** CONSULTANT shall be responsible for the quality of the deliverables. CONSULTANT shall have written quality control procedures in place which have been approved by Director. CONSULTANT shall provide three (3) full size and two (2) half size copies of all plan submittals not to exceed a total of fifteen copies of each plan set per phase not including final phase submittals or partial submittals.

IV.9.8 **In the event that the CONSULTANT'S team is materially changed,** experiences a change in subconsultant, has a change of address or name, CONSULTANT shall provide notice of said changes to COUNTY as soon as practicable. Documentation supplied to COUNTY for CONSULTANT'S team shall remain as accurate as at time of proposal.

IV.9.9 **CONSULTANT shall provide, at no expense to COUNTY,** reasonable minor revisions to any phase, whether previously approved and accepted, as may be required to satisfy the scope of services established by this CONTRACT. Approval of any phase constitutes COUNTY's acceptance of the design presented. After acceptance of each phase of the Project, any revisions, additions, or modifications made at COUNTY's request which constitute a change in the Scope of Services shall be subject to additional compensation to CONSULTANT as agreed upon by COUNTY.

**ARTICLE V** CONSULTANT'S SERVICES

V.1 **ENGINEER'S SEAL.** The CONSULTANT shall place his or her Texas professional seal of endorsement on all engineering documents and engineering data prepared under the supervision of the Engineer in the performance of this Contract.

V.2 **PARTNERING.** The COUNTY shall encourage participation in a partnering process that involves the COUNTY, CONSULTANT and his or her subconsultants, the Project’s host City(ies), and other supporting jurisdictions and/or agencies. This partnering relationship shall begin at the Pre-Design Charrette and continue for the duration of this Contract. By engaging in partnering, the parties do not intend to and do not create a legal partnership, or additional contractual relationships, nor in any way alter the legal relationship which otherwise exists between the COUNTY and the CONSULTANT. The partnering effort shall be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives of partnering are effective and efficient contract performance and completion of the Project within budget, on schedule, in accordance with the Scope of Services, and without litigation. Participation in partnering shall be totally voluntary and all participants shall have equal status.

V.3 **PERSONNEL QUALIFICATIONS.** CONSULTANT warrants to the COUNTY that all services provided by CONSULTANT in the performance of this Contract shall be provided by personnel who are appropriately licensed or certified as required by law, and who are competent and qualified in their respective trades or professions. Further, CONSULTANT agrees that any replacement of personnel on project team shall be with the express written approval of COUNTY.

V.4 **QUALITY CONTROL.** The CONSULTANT agrees to maintain written quality control procedures, approved by COUNTY. If a situation arises which is not addressed by the written
quality control procedures, CONSULTANT shall utilize additional quality control procedures as appropriate and consistent with good engineering practices. CONSULTANT's failure to put forth a good faith effort in quality control will be considered in the Consultant Evaluation, which may have an impact on future services.

**V.5 PERFORMANCE EVALUATION OF DESIGN CONSULTANTS.** Detailed in Attachment E is the regular evaluation of performance of design consultants in providing engineering services. The attached forms also provide an opportunity for the Consultant to evaluate the Dallas County performance of project management practices and procedures in Attachment D. Unsatisfactory evaluations may result in suspension from COUNTY design contracts for a designated period of time.

**V.6 All plans and drawings will be prepared** and submitted by CONSULTANT to COUNTY for approval on 24-inch by 36-inch drafting sheets, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size. CONSULTANT may submit plans and drawings on 22-inch by 34-inch drafting sheets only with prior approval by COUNTY. All drawings are to be produced in accordance with Article IV of this Contract, and copies of electronic files will be provided to County after the completion or termination of the project.

**V.7 All CONSULTANT's designs and work product** under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed, shall be the property of COUNTY to be used as COUNTY desires, without restriction. Copies may be retained by CONSULTANT. CONSULTANT shall be liable to COUNTY for any loss or damage to such documents while they are in the possession of, or while being worked upon by Consultant or anyone connected with CONSULTANT, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be promptly replaced or restored by CONSULTANT without cost to County.

**V.8 Upon completion of the construction** of the Project, CONSULTANT shall prepare, and within thirty (30) calendar days following final inspection or written notice from the County, deliver to COUNTY the reproducible Record Drawings, Record Specifications, CAD and word processing diskettes.

**ARTICLE VI COUNTY'S RESPONSIBILITIES**

**VI.1 COUNTY shall designate representatives** authorized to act in its behalf. All submissions shall be to the County Assistant Director of Engineering and Construction or the Project Manager responsible for the Project. Such Project Manager shall be responsible for transmission of the submission to the County Assistant Director of Engineering and Construction or Director. COUNTY shall examine documents submitted by CONSULTANT and render decisions pertaining thereto promptly to avoid unreasonable delay in the orderly progress of CONSULTANT's work. CONSULTANT shall furnish County full documentation of all services performed at each Phase I milestone. Milestones shall be agreed between the parties and documented as a part of the project schedule.
Four (4) weeks shall be adequate review time for all parties. Failure to timely review any document shall not cause a damages for delay claim and CONSULTANT'S only remedy shall be an extension of time reasonable for performance. Submittals found to be incomplete shall not be counted against County’s allotted time for review.

VI.2 COUNTY shall assist CONSULTANT with utility contacts and available COUNTY data, samples and standards.

VI.3 CONSULTANT shall be entitled to reasonably rely on the accuracy of the information, reports, and materials which COUNTY furnishes.

VI.4 If COUNTY or CONSULTANT observes or otherwise becomes aware of any fault or defect in the Project or construction of the Project, it shall give prompt written notice thereof to the other.

ARTICLE VII CONSULTANT’S ACCOUNT RECORDS

Records of CONSULTANT or consultant expenses pertaining to services on the Project and records of account between COUNTY and CONSULTANT shall be kept on a generally recognized accounting basis, shall be maintained in Dallas County for a minimum of four (4) years from the termination date of this Contract and with full and immediate access allowed to authorized representatives of the COUNTY upon request for any purpose including, but not limited to, evaluating compliance with this and other provisions of this Contract. COUNTY or its authorized representative, shall have the right to make copies of any and all documents, electronic files, books, backup documents, or other items either included in the records of account or supporting such records at COUNTY’S cost.

ARTICLE VIII INDEPENDENT CONTRACTOR

The CONSULTANT at all times shall be an independent contractor. The CONSULTANT shall be fully responsible for all acts and omissions of its employees, subcontractors, and their suppliers, and shall be specifically responsible for sufficient supervision and inspection to insure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor or supplier of the CONSULTANT and the COUNTY by virtue of this Contract. No provision of this Contract shall be for the benefit of any party other than the COUNTY and CONSULTANT.

ARTICLE IX TERMINATION, TIME OF THE ESSENCE

IX.1 Termination:

IX.1.1 County Termination

IX.1.1.1 If in the sole determination of COUNTY the CONSULTANT has failed to comply with any of the terms, conditions, covenants, warranties or provisions of this contract County shall give written notice of such failure to CONSULTANT. CONSULTANT shall fully comply with all items within thirty (30) days of the date of such notice. In the event that CONSULTANT shall, in the sole determination of
COUNTY, fail to cure each and every item within the thirty (30) day period, COUNTY shall have the right to immediately terminate this contract.

IX.1.1.2 County may immediately terminate this contract due to insufficient funding.

IX.1.1.3 County may terminate this Contract without cause upon seven (7) days notice.

IX.1.2 Consultant Termination
If in the sole determination of CONSULTANT the COUNTY has failed to comply with any of the terms, conditions, covenants, warranties or provisions of this contract, the CONSULTANT shall give written notice of such failure to COUNTY. In the event that COUNTY fails to cure each and every item within the thirty (30) day period, CONSULTANT shall have the right to terminate this agreement upon thirty (30) days notice to the County.

IX.2 In the event of termination by the County, Consultant shall cease all work upon receipt of notice of termination. CONSULTANT shall invoice COUNTY for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of termination. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections, all electronic information, and files in accordance with Article IV of this Contract, and other data, design and work related to the Project shall become the property of COUNTY in accordance with Article XI.2 upon the termination of this Contract, and shall be promptly delivered to COUNTY in a reasonably organized form without restriction on future use. Should COUNTY subsequently contract with a new Consultant for continuation of services on the Project, CONSULTANT shall cooperate in providing information and shall be released or saved harmless from any acts of negligence of others in use of said data.

IX.3 If the termination of this Contract is due to the failure of the CONSULTANT to fulfill its obligations:

- The COUNTY may take over the project and prosecute the work to completion by contract or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for any additional cost the COUNTY may incur, and

- The cost to the COUNTY of employing another firm to complete the required work, the time required to do so and other factors which affect the value to the COUNTY of the work performed to the date of default may, at the sole discretion of the COUNTY, be offset against the amount of compensation, if any, to be paid to CONSULTANT.

IX.4 Nothing contained in this Article IX shall require COUNTY to pay for any work which is unsatisfactory as determined by Director or which is not submitted in compliance with the terms of this Contract. COUNTY shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this Article constitute a waiver of any right, in law or in equity, which COUNTY may have if CONSULTANT is in default, including the right to bring legal action for damages. Default shall include, but not be limited to, the failure to complete CONSULTANT'S work in
accordance with the performance schedule.

IX.5 **TIME OF THE ESSENCE:** CONSULTANT understands and agrees that time is of the essence and that any failure of the CONSULTANT to complete the Services of this Contract within the agreed Project Schedule shall constitute material breach of this Contract. The CONSULTANT shall be fully responsible for any delay or for failures to use diligent effort in accordance with the terms of the Contract by CONSULTANT, its consultants or subconsultants, surveyors or other parties employed by CONSULTANT. Where damage is caused to the COUNTY due to the CONSULTANT’s failure to perform in these circumstances, the COUNTY may withhold, to the extent of such damage, CONSULTANT’S payments hereunder without waiver of any of the COUNTY’S additional legal rights or remedies. Neither the CONSULTANT nor the COUNTY will be responsible for delays associated with review periods by the COUNTY and/or a participating city(ies) in excess of the agreed Project Schedule.

IX.6 **At the termination of the Contract,** CONSULTANT shall furnish to COUNTY within ten (10) days of receipt of the notice of termination a listing of any subconsultants, all project records pertaining to outstanding obligations, or other records or information required by the Contract or requested in writing by COUNTY in either printed or electronic format or both. CONSULTANT agrees to furnish such information in an electronic form which is compatible with the COUNTY’S computer system and/or the computer system of any subsequent vendor or contractor of County selected for continuation of the services. CONSULTANT agrees to cooperate with any subsequent vendor or contractor of COUNTY and to use its best efforts to insure a transition of services without interruption or degradation of service. This provision will survive the termination of this Contract and shall be a continuing obligation until the transition of services is complete. All items listed or required in this provision shall be furnished by CONSULTANT to COUNTY without additional cost or expense to COUNTY.

**ARTICLE X. SUSPENSION**

X.1 **Should the COUNTY desire to suspend the work but not terminate the Contract,** the COUNTY will issue a written order to stop work setting out the terms of the suspension. The CONSULTANT will stop all work and cease to incur costs during the term of the suspension.

X.2 **The CONSULTANT will resume work** when notified to do so by the COUNTY in a written authorization to proceed. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article XXIV (Amendments).

X.3 **If CONSULTANT is delayed by the COUNTY due to a suspension of work,** or otherwise, the CONSULTANT’S sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

**ARTICLE XI. DOCUMENTS**

XI.1 **All plans and drawings will** be prepared and submitted by CONSULTANT to COUNTY for
approval on 24-inch by 36-inch drafting sheets, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size. CONSULTANT may submit plans and drawings on 22-inch by 34-inch drafting sheets only with prior approval by COUNTY. All drawings are to be produced in accordance with Article IV of this Contract, and copies of electronic files will be provided to County after the completion or termination of the project.

XI.2 All CONSULTANT's designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed, shall be the property of COUNTY to be used as COUNTY desires, without restriction. Copies may be retained by CONSULTANT. CONSULTANT shall be liable to COUNTY for any loss or damage to such documents while they are in the possession of, or while being worked upon by Consultant or anyone connected with CONSULTANT, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be promptly replaced or restored by CONSULTANT without cost to County.

XI.3 Upon completion of the construction of the Project, CONSULTANT shall prepare, and within thirty (30) calendar days following final inspection or written notice from the County, deliver to COUNTY the reproducible Record Drawings, Record Specifications, CAD and word processing diskettes.

XI.4 CONSULTANT shall maintain, for a minimum of four (4) years from the termination date of this Contract all project information and data including but not limited to items listed in this section, with full and immediate access allowed to authorized representatives of the County, immediately upon request, for any purpose. County or its authorized representative, shall have the right to make copies of any and all documents, books, backup documents, electronic data or files, or other items designs and work product under this Contract including, but not limited to, Tracings, Drawings, Estimates, Specifications, Investigations, Studies, and other Documents, completed or partially completed or supporting or utilized to produce such items at County's cost.

ARTICLE XII GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS: CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of COUNTY by its DIRECTOR, and Consultant shall fully comply with any and all instructions from said DIRECTOR. The DIRECTOR shall act as referee in all disputes under the terms of this Contract between the parties hereto. The DIRECTOR and the CONSULTANT shall negotiate in good faith toward resolving such disputes. In the event the DIRECTOR or the CONSULTANT are unable to reach an acceptable resolution of disputes concerning the work to be performed under this Contract, the DIRECTOR shall present unresolved disputes arising under the terms of this Contract to the Commissioners Court. The decisions of the Commissioners Court as it pertains to unresolved disputes shall be final and binding. Violation or breach of contract...
The CONSULTANT may be grounds for termination. Any additional or increased cost arising from the termination shall be paid by the CONSULTANT.

ARTICLE XIII INDEMNIFICATION AND INSURANCE

XIII.1 Approval and acceptance of CONSULTANT's work by the COUNTY shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, subcontractors, agents and consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the COUNTY for any defect, error or omission in the work prepared by the CONSULTANT, its employees, subcontractors, agents or consultants. In this regard, the CONSULTANT shall defend, hold harmless and indemnify the COUNTY for damages resulting from such defects, errors or omissions and shall secure, pay for and maintain in force during the term of this Contract sufficient Professional Liability or Errors and Omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to the COUNTY. Such certificates of insurance shall specifically name the County as a loss payee in full compliance with the terms and conditions as hereinafter set out.

XIII.2 To the fullest extent allowed by law, CONSULTANT agrees to indemnify and hold harmless COUNTY, County Commissioners, County Judge, the COUNTY’s elected officials, director, employees, agents and representatives, (hereinafter referred to as “Indemnities”) against all claims, demands, actions, suits, losses, damages, liabilities, cost and/or expense of every kind and nature (including, but not limited to court cost, litigation expense and attorneys fees), paying same as they accrue, and all recoverable interest thereon, incurred by or sought to be imposed on Indemnities because of injury (including death) or damage to property (whether real, personal or inchoate), arising out of or occasioned by or caused by consultant’s negligent act, error, or omission of consultant, any agent, officer, director, representative, employee, consultant or subconsultant of consultant, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, operation or work under this Contract by CONSULTANT, its subcontractors and/or any other person or entity, other than COUNTY; (2) the condition of the real property, including any improvements, on which said operations or work are being performed; (3) the selection, provision, use or failure to use, by any person or entity, of any tools, supplies, materials, equipment or vehicles (whether owned or supplied by CONSULTANT, or any other person or entity excluding COUNTY) in connection with said work or operations; or (4) the presence on COUNTY real property, including any improvements located thereon, of Consultant, its subcontractors, employees, suppliers, vendors or any other person acting on behalf of CONSULTANT. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, including negligence, intentional wrong doing, strict product liability or breach of non-delegable duty. CONSULTANT further agrees to defend at its sole cost and
expense (at the election of any Indemnitee) against any claim, demand, action or suit for which indemnification is provided hereunder, paying all costs as they may accrue.

The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

XIII.3 Without in any way limiting or restricting the indemnification and defense agreement stated above, CONSULTANT agrees that it is the intention of the parties hereto that Consultant and its insurers bear the entire risk of loss or injury to any of CONSULTANT's employees, “borrowed servants”, agents, representatives, subcontractors, vendors, material men, or any other person present on the premises or performing any other act or service on CONSULTANT's behalf or at its request, without seeking any contribution therefor from any indemnitee or its insurers.

XIII.4 INSURANCE. The CONSULTANT, at CONSULTANT's sole cost, shall additionally purchase and maintain in force the following minimum insurance coverage during the term of this Contract. Such insurance shall be in the amounts and in full compliance with the following terms and conditions:

XIII.4.1 Within ten (10) days after the Effective Date of this Contract, COUNTY requires and CONSULTANT agrees that the following insurance coverage will be met and in effect for the life of the awarded contract and any renewal or extension, prior to any delivery of any service and/or performance of work. All policies shall be issued by an insurance company acceptable to County and authorized to do business in the State of Texas, having a rating of A or better by A.M. Best Co. CONSULTANT will submit verification of coverage to the Dallas County Public Works Department, showing Dallas County as the certificate holder, within ten (10) days after the Effective Date of this Contract and prior to and as a condition precedent to the commencement of any work or delivery. Dallas County will neither be responsible for nor authorize payments for services rendered without having the applicable certificates on file. All insurance cost including any deductibles, which shall not exceed ten percent (10%) of the coverage shall be paid in full by CONSULTANT without cost to or contributions from Dallas County. The following minimum insurance coverage is required:

XIII.4.1.1 Workers' Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Consultant elects to sublet any work, Consultant shall require subcontractors to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are afforded protection by the Consultant.

This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the
XIII.4.1.2 Comprehensive General Liability Insurance, including Contractual Liability - Commercial General Liability Insurance coverage shall carry limits of One Million and 00/100 Dollars ($1,000,000.00) for bodily injury and property damage per occurrence with a general aggregate of One Million and 00/100 Dollars ($1,000,000.00), and a products and completed operations aggregate of One Million and 00/100 Dollars ($1,000,000.00). There shall not be any policy exclusion or limitations for contractual liability covering the Contractor's obligations herein; personal injury/advertising liability; medical payments; fire damage, legal liability; broad form property damage, and/or liability for independent contractors.

XIII.4.1.3 Comprehensive Automobile Liability - Comprehensive Auto Liability insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the Contract with limits of liability not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) each person and One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00) each accident for bodily injury and Five Hundred Thousand and 00/100 Dollars ($500,000.00) each occurrence for property damage for a combined single limit for bodily injury and property damage liability of not less than Two Million and 00/100 Dollars ($2,000,000.00)

XIII.4.1.4 Professional Liability - Insurance Requirements - Consultant shall indemnify County for damages resulting from defects, errors or omissions and shall secure, pay for and maintain in force during the term of the Contract and thereafter for an additional five (5) years from date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00) single limit, with certificates evidencing such coverage.

XIII.4.2 CONSULTANT agrees that, with respect to the above referenced insurance, all insurance contracts will contain following required provisions:

XIII.4.2.1 Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

XIII.4.2.2 Provide for forty five (45) days notice to the COUNTY for cancellation, non-renewal or material change which notice must be accompanied by a replacement Certificate of Insurance to maintain uninterrupted coverage.

XIII.4.2.3 Provide for an endorsement that the “other insurance” Clause shall not apply to Dallas County where COUNTY is an additional insured on the policy.

XIII.4.2.4 Provide for notice to the COUNTY at the address shown below by registered mail.

XIII.4.2.5 CONSULTANT agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

XIII.4.2.6 All Insurance Coverage shall be on an occurrence basis unless specifically approved in writing and executed by the County’s Director and Risk
XIII.4.3 In addition to any other remedies COUNTY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof. A stop work order given to CONSULTANT by COUNTY in accordance with this Article shall not constitute a Suspension of Work.

XIII.4.4 It is agreed that CONSULTANT's insurance shall be deemed primary with respect to any insurance or self insurance carried by COUNTY for liability arising out of operations under this Contract.

XIII.4.5 CONSULTANT shall advise COUNTY in writing within 24 hours of any claim or demand against COUNTY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

XIII.4.6 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XIII.4.7 Approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by CONSULTANT shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the CONSULTANT from liability.

XIII.4.8 Acceptance of the final plans by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, subcontractors, and agents.

XIII.4.9 Standard of Care: Services provided by CONSULTANT under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

XIII.4.10 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this Contract.

ARTICLE XIV NONDISCRIMINATION.

As a condition of this Contract, CONSULTANT will take all necessary action to insure that, in connection with any work under this Contract, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

MCIP/ENGINEERING SERVICES CONTRACT 07-03-01
ARTICLE XV ENFORCEMENT, VENUE, GOVERNING LAWS AND NOTICES

XV.1 This Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary by either Party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Dallas County, Texas. Notwithstanding any provisions contained in this agreement and any supplemental amendment to the contrary, this Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas and is expressly subject to Dallas County’s Sovereign Immunity and Title 5 of the Texas Practice and Civil Remedies Code.

XV.2 All notices and correspondence to COUNTY by CONSULTANT shall be mailed or delivered as follows:

Dallas County Public Works
Donald R. Holzwarth, P.E., Director
Administration Building
411 Elm Street, 4th floor
Dallas, Texas 75202

XV.3 All notices and correspondence from COUNTY to CONSULTANT shall be mailed or delivered as follows:

Mr. John W. Blackledge, P.E., President
Bridgefarmer & Associates, Inc.
8001 LBJ Freeway, Suite 400
Dallas, Texas 75251-1300

ARTICLE XVI TERM

This Contract becomes effective when fully executed by both parties (hereinafter, the called the "EFFECTIVE DATE"), unless termination occurs as otherwise provided herein and expires on the completion of all obligations by the parties set forth herein. The CONSULTANT will not begin work or incur Costs until authorized in writing by the COUNTY to proceed with the work, as more fully set forth herein.

ARTICLE XVII FINANCIAL INTEREST PROHIBITED: CONFIDENTIALITY

XVII.1 CONSULTANT covenants and represents that Consultant, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

XVII.2 Consultant understands that no officer or employee of COUNTY shall have any financial
interest, direct or indirect, in any contract with COUNTY, or be financially interested, directly or indirectly, in the sale to COUNTY of any land, materials, supplies, or services, except on behalf of COUNTY as an officer or employee. Any violation of this prohibition, with the express knowledge of the person or corporation contracting with COUNTY shall render the Contract involved voidable by the Commissioners Court.

XVII.3 CONSULTANT's reports, evaluations, designs, drawings, data and all other documentation and work developed by CONSULTANT hereunder shall not be disclosed to any third parties without the prior written approval of Director.

ARTICLE XVIII REPORT

XVIII.1 The CONSULTANT shall promptly advise the COUNTY in writing of events which may have significant impact upon the Contract, including but not limited to:

XVIII.1.1 Problems, delays or adverse conditions which will materially affect the ability to meet time schedules or goals or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of any action taken, or contemplated, and any COUNTY assistance needed to resolve the situation.

XVIII.1.2 Favorable developments or events which enable the CONSULTANT to meet time schedules and goals sooner than anticipated or to produce more work units than originally projected.

XVIII.2 The CONSULTANT shall coordinate all work with the Director of the Department of Public Works or with such other person as may be designated by him in writing.

XVIII.3 The CONSULTANT shall report progress on work undertaken to the designated Dallas County point-of-contact at not greater than monthly intervals.

ARTICLE XIX CONSULTANT RESOURCES

The CONSULTANT warrants that the CONSULTANT and each subconsultant, specifically including, but not limited to surveyors, has adequate qualified personnel in its employment and all required transportation, equipment, materials, supplies and any and all other goods and services for performance of services required under this Contract, or will be able to obtain such personnel, transportation, equipment, materials, supplies and any and all other goods and services from sources other than the COUNTY. Unless otherwise specified, the Consultant for the compensation received shall furnish all personnel, transportation, equipment, materials, supplies and any and all other goods and services required to perform the work authorized herein at its sole cost and expense. All employees of the Consultant or of any subcontractor shall have all required licenses, knowledge and experience as will enable them to perform the duties assigned to them. CONSULTANT contracts and agrees that any employee of the Consultant or any subcontractor who, in the opinion of the COUNTY, is incompetent or whose conduct becomes detrimental to the work or whose conduct reflects adversely on the COUNTY shall immediately be removed from association with the project.
ARTICLE XX SUBCONTRACTS

XX.1 The CONSULTANT shall not subcontract, sell, assign, pledge, or otherwise transfer any portion of the work authorized by the COUNTY without prior approval in writing by the COUNTY. Any attempt to sign, transfer, pledge, convey or otherwise dispose of any part of or all of CONSULTANT’s rights, title, interests or duties under this agreement without the written approval of County is void and shall confer no rights upon any third party. Violation of this provision shall constitute a material breach of this agreement and may be grounds for termination at the sole discretion of County. Under no circumstances shall the CONSULTANT subcontract more than fifty percent (50%) of this CONTRACT.

XX.2 Subcontractors shall comply with the provisions of this CONTRACT. No subcontract will relieve the CONSULTANT of its responsibility under this CONTRACT.

ARTICLE XXI SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself, its successors, executors, administrators, assigns and subcontractors in respect to all covenants of this CONTRACT.

ARTICLE XXII INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

XXII.1 The following documents are incorporated herein as if reproduced herein word for word:

XXII.1.1 Consultant’s submission of the Minority/Women Specifications for SOQ’S.

XXII.1.2 Dallas County Unified Policy for Selection of Architect/Engineers as set forth in Commissioners Court Order No. 92-393.


XXII.1.4 The Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, 1993 edition or latest version at Effective Date.

XXII.1.5 The Texas Manual on Uniform Traffic Control Devices, latest version at Effective Date.

XXII.1.6 The Dallas County Design Manual, latest version at Effective Date.

XXII.1.7 The Dallas County Rights of Way Guidelines, latest version at Effective Date.

XXII.1.8 Standards, Specifications, Codes, Ordinances, Regulations of City or Cities in which the project is located.

XXII.2 In the event of any inconsistency between the provisions of this agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) this CONTRACT; (2) the RFQ and (3) County Unified Policy for Selection of Architect/Engineers and (4) Consultants response to RFQ, inclusive of all data and documentation as furnished.

ARTICLE XXIII. AMENDMENTS
XXIII.1 Modification - Either the Consultant or the County may initiate a written request for a Contract Modification when, in the opinion of the requesting party, the needs and conditions of the project warrant a modification. Upon receipt of a request by either party, the Consultant and the County shall review the conditions associated with the request and determine the necessity of a modification. When both parties agree that a modification is warranted the Consultant and the County shall negotiate the specific modification(s) and any changes in the Cost, total not-to-exceed amount for the contract, unit prices for any item not previously agreed upon or completion dates resulting from the modification.

XXIII.2 Fee/Time Increases - Any other provision of this CONTRACT notwithstanding, it is specifically understood and agreed that the Consultant shall not be authorized to undertake any services pursuant to this CONTRACT, or any modification to the CONTRACT or amendment hereto requiring the payment of any amount in excess of Cost stipulated in Article III, "Compensation", requiring or extension of time of completion without first obtaining specific authorization from the County in the form of a formal order of the Dallas County Commissioners Court authorizing a Modification and a written authorization to proceed from the Dallas County Department of Public Works.

XXIII.3 Phase II Amendment In the event that the County shall exercise its option for Phase II services and a mutual agreement is reached between the parties, that agreement shall be reduced to writing, incorporated in the terms of this agreement, and shall amend this agreement to the extent of the agreed provisions there in.

XXIII.4 Approval of a modification shall be in the form of a written Modification which clearly defines the changes to the previously approved provision of this CONTRACT. Said written modification shall be approved by the Consultant, authorized by the Dallas County Commissioners Court by a formal order except as provided in Section 5 of this Article and a written notice to proceed will be issued by the Dallas County Department of Public Works.

XXIII.5 The Department of Public Works may issue a written modification without prior approval of the Commissioners Court to extend the maximum completion date, not to exceed ten (10) days and when the modifications are to be accomplished within the previously authorized total not-to-exceed amount of the CONTRACT and within an amount not more than $50,000.00 above the previously approved amount, and when the modifications do not materially or substantively alter the overall scope of the project or the services provided by the Consultant.

ARTICLE XXIV COMPLIANCE WITH LAWS

The Consultant shall be familiar with and at all times shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this CONTRACT, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations, non-discrimination laws and regulations, and safety regulations. When required, the Consultant shall furnish the County satisfactory proof of compliance therewith.
ARTICLE XXV. NON-COLLUSION

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

ARTICLE XXVI. SIGNATORY WARRANTY

The undersigned signatory for the Consultant hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this CONTRACT and that he or she has full and complete authority to enter into this CONTRACT on behalf of the firm and that the execution thereof is the act of the Consultant and has been delivered and, subsequent to execution by County, constitutes a legal, valid and binding obligation of the Consultant, its successors and assigns and shall inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

ARTICLE XXVII. MISCELLANEOUS GENERAL PROVISIONS

XXVII.1 Entire Agreement. This CONTRACT, including all exhibits and addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties as herein provided.

XXVII.2 Severability. If any provision of this CONTRACT shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

XXVII.3 Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this CONTRACT does not preclude pursuit of other remedies in this CONTRACT or provided by law. CONSULTANT shall have a duty to mitigate damages.

XXVII.4 Federal or State of Texas Funding. In the event that any Project or part thereof is funded by State of Texas or U. S. Government federal funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, Consultant agrees to timely comply therewith without additional cost or expense to COUNTY.

XXVII.5 Headings. The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this CONTRACT and shall not be deemed to affect the interpretation or construction of such provision.

XXVII.6 Number and Gender. Words of any gender used in this CONTRACT shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

XXVII.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which
shall be deemed an original, but all of which shall constitute one and the same instrument.

**XXVII.8 Funding.** Notwithstanding any provisions contained herein, this CONTRACT is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the agreement and any extension thereto. CONSULTANT shall have no right of action against the County of Dallas in the event that the County of Dallas is unable to fulfill its obligations under this CONTRACT as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this CONTRACT or failure to budget or authorize funding for this CONTRACT during the current or future fiscal years. In the event that County of Dallas is unable to fulfill its obligations under this CONTRACT as a result of lack of sufficient funding or if funds become unavailable, County of Dallas, at its sole discretion, may, provide funds from a separate source or terminate this CONTRACT.

IN WITNESS WHEREOF, THE COUNTY OF DALLAS has caused this CONTRACT to be signed by its County Judge, duly authorized to execute the same in its behalf by Court Order No.____, approved by the Commissioners Court on _____________, 200____, and _____________, signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this CONTRACT.

DALLAS COUNTY

ATTEST:

Lee F. Jackson
Dallas County Judge

BRIDGEFARMER & ASSOCIATES, INC.

ATTEST:

John W. Blackledge, P.E.
President

Approved as to Form: Corporate Seal

Mr. John Dahill
Assistant District Attorney
MILITARY PARKWAY PROJECT NO. 21901

LIST OF ATTACHMENTS

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A. PROJECT DESCRIPTION

The Military Parkway Reconstruction Project, hereinafter called the Project, involves the design and preparation of construction documents to reconstruct, widen and improve Military Parkway from IH-635 to Carmack Street in Mesquite, Dallas County, Texas. The project consists of removing the existing two-lane asphalt roadway with surface drainage and replacing it with a three-lane Portland cement concrete roadway with an enclosed 100-year storm drainage system. The project also includes replacement of the existing bridge over South Mesquite Creek to accommodate 100-year frequency flood events.

B. SCOPE OF SERVICES

The following outlines the phases (and tasks within these phases) of the performance sufficient for the selection of a preferred corridor alignment and the development of schematic plans. These tasks are also developed to adequately facilitate the advance purchase of right-of-way to accommodate the proposed improvements described in this proposal.

PHASE I. PRELIMINARY ENGINEERING DESIGN

Preliminary engineering and schematic design of the project. This phase to include resource acquisition, evaluation and topographic survey in order to develop alignment alternatives and hydraulic studies to facilitate right-of-way acquisition and final plan preparation for the future roadway construction.

1. **Obtain the following existing available area data from Dallas County and enter into the alignment mapping/data base:**
   a. Traffic counts and projections along Military Parkway.
   b. Existing S Mesquite Creek bridge structural plans
   c. Military Parkway paving, drainage and utility plans
   d. Right-of-way property line information
   e. Ownership information for property affected by the Project
   f. Proposed Dallas County, City of Mesquite, TxDOT, and Corps of Engineers development plans within the study area.
   g. Dallas County, City of Mesquite and TxDOT development standards & criteria
   h. Major water, sanitary sewer, electric, natural gas, telephone, and other franchise utility information (currently listed with the TESS excluding excavation)
   i. Obtain orthorectified aerial raster image mapping with USGS contours at 1-meter resolution for final working mapping at 1"=100' for the hydrologic study area.
   j. Drainage mapping/studies along Military Parkway, S Mesquite Creek and its tributaries affecting the project including FEMA and other flood studies.
   k. Environmental studies
   l. Other mapping & data such as hazardous material locations, Zoning mapping, Existing S Mesquite Creek bridge historical registration status, archeological etc.
2. Topographic/Ownership Surveying

a. Prepare topographic and ownership survey suitable for design in accordance with criteria outlined in Appendix B- Procedures for Topographical Survey, Establishing Horizontal and Vertical Controls, and Cross Sectioning.

b. Establish horizontal and vertical control and baseline for the project in accordance with TxDOT criteria and coordinate system (State Plane Coordinate System, NAD 83) expressed in standard English units based on data provided by TxDOT. Vertical Control for project shall be determined from an established bench mark datum as provided by the City of Mesquite and approved by the County.

c. Provide a minimum of five benchmarks (one at each intersecting street) tied to the specified horizontal and vertical datums and existing monumentation along Military Parkway.

d. Research property ownership of parcels along proposed route and obtain copies of subdivision plats and deeds. Develop a list containing affected property owners name and mailing address from current Dallas Central Appraisal District records, and send out Letters of Permission to survey.

e. Obtain vertical and horizontal field data suitable for design along the following general limits:
   - Military Parkway from approximately 200' west of the IH-635 Service Road to 200' east of the Carmack Street intersection.
   - Along all five intersecting streets and alleys for 200' beyond the centerline of Military Parkway including any traffic control devices.
   - Along S Mesquite Creek from 500' downstream of the Military Parkway bridge to approximately 500' upstream of the UPRR bridge, including structures at Military Parkway, Scyene and the UPRR Bridge.
   - Along the tributary crossing in the eastern sector of the project from 500' downstream of the Military Parkway culvert to the Scyene Road outfall structure (approx. 250 upstream of Military Parkway).
   - Mapping of all driveways (estimated at 19) to include all features within and 50' beyond the ROW.

f. Acquire cross-section data along the project corridor at 50' intervals (max), extending 25' (min) beyond the right-of-way line on each side of Military Parkway (except as otherwise specified above for driveways).

g. In addition to mapping the structures themselves, acquire cross-section data at 16 locations along S. Mesquite Creek as follows:
   - Immediately upstream and downstream of each structure at Military Parkway, Scyene Road, and the UPRR bridge.
   - At intervals along the stream reach of approximately 250'.
In addition to mapping the structures themselves, acquire cross-section data at six locations along the tributary crossing in the eastern sector of the project as follows:

- Immediately upstream and downstream of the culvert at Military Parkway
- Immediately downstream of the Scyene Road outfall structure.
- One intermediate cross-section between Scyene and Military Parkway.
- Two cross-sections at 250' intervals downstream of Military Parkway.

Prepare a topographic drawing in a digital format compatible with MicroStation showing major topographical, roadway and hydrological features located in the field, property lines, ownership information, street addresses, major utility locations, and a Digital Terrain Model showing 1 foot interval contours.

3. Geotechnical Investigation

a Subsurface Exploration
- Clear underground utilities at boring locations with City of Mesquite and DIG-TESS.
- Drill and sample two borings to a depth of 30 feet into unweathered shale for the planned bridge replacement at Mesquite Creek. The borings are anticipated to be 60 to 70 feet deep.
- Drill and sample one boring to 25 feet for a culvert crossing of a creek. Borings will be drilled on opposite corners of planned bridge, if site conditions permit.
- Drill and sample 5 borings to a depth of 10 feet for investigating subsurface conditions for the roadway and planned storm drains.
- Borings will be sampled continuously to 10 feet and at 5-foot intervals thereafter in soil and will continuously sampled in bedrock. TxDOT cone penetrometer tests will be performed in bedrock. Boring will be backfilled after completion.

b Laboratory Testing
- Liquid and plastic limits tests will be performed to characterize pavement subgrade conditions.
- Soluble sulfate tests will be performed to confirm that soluble sulfates will not react with lime stabilization of the roadway subgrade.
- Lime series tests will be performed to select a suitable lime application rate to stabilize the pavement subgrade.
- Strength tests will be performed to evaluate subsurface support capacity of the foundation soils and to evaluate trench wall stability for storm drain excavations.

c Geotech Engineering Analyses and Report
- Engineering analyses will be performed to develop recommendations for foundation support of the bridge and culvert and to develop pavement sections. An engineering report will be prepared and will include the following items:
  - Plan and log of borings, laboratory data, and groundwater observations.
  - Recommended foundation type, embedment depth, allowable skin friction and end bearing resistance design values.
  - Recommended bearing resistance and lateral earth pressures for design of the culvert.
  - Recommended Portland cement concrete pavement. Pavement section will be based on traffic information including truck size distributions provided by Dallas County.
  - Recommended pavement subgrade treatment to include lime application rate. If soluble sulfates are present in concentrations that could be a problem, alternative pavement subgrade treatments will be provided.
• Identification of potential construction problems such as presence of groundwater or hard rock layers that could impact construction of drilled shafts or utility trench excavations.

4. Develop Corridor Alternative

a. Develop basic design criteria for the new roadway section.
b. Prepare typical sections for the segments of the new roadway.
c. Provide records review, site reconnaissance, and evaluation of recognized environmental issues in the area in accordance with ASTM E1527-00. Review to also include historic land use and available hydrogeologic studies with special considerations for uses conducive to environmental contamination concerns. Make recommendations regarding significant environmental findings and further action such as soil borings and legal investigation.
d. Review information concerning known archeological and historical sites and structures provided by the Dallas Historic Preservation/Landmark Commission and Texas Archeological Research Laboratory (TARL).
e. Review and evaluate general structural characteristics of the S Mesquite Creek bridge.
f. Review and evaluate general storm drainage conditions in the project area including overall drainage area delineation for the roadway section of the project, and identify potential major drainage features.
g. Develop a maximum of two conceptual alignment alternatives with general discussion of:
   • advantages/disadvantages
   • primary structural considerations
   • opinion of costs
   • constructability
   • minimal illustrative graphics
   • archeological & historical impact
   • hazardous environmental impact
   • right-of-way impact
   • drainage & floodplain impact
h. Prepare recommendation for final alignment selection and schematic design.

5. Perform Drainage Analysis at S. Mesquite Creek Bridge and Eastern Culvert Crossing

a. Delineate total drainage area, runoff coefficients, storm intensity and other variables to estimate the runoff to S. Mesquite Creek from the area generally located north of Military Parkway and east of IH-635. Such delineations and calculations will be made utilizing available topographic and aerial mapping (as collected in Part 1 above), and HEC-HMS, TxDOT Regression Analysis or other appropriate computer applications.
b. Apply provided FEMA flow data for areas generally west of IH-635 and flow data developed as described above to acquired survey cross sectional data to perform a HEC-RAS analysis along S. Mesquite Creek to estimate the 100yr water surface elevation at Military Parkway.
c Determine appropriate alternatives for the proposed bridge and channel modifications at Military Parkway to accommodate the 100-yr storm.

d Apply provided City of Mesquite data to perform a HEC-RAS analysis along the tributary crossing in the eastern sector of the project to estimate the 100-yr storm water surface elevation at Military Parkway.

e Determine a maximum of two appropriate alternatives for the proposed culvert and channel modifications in the eastern sector of the project to accommodate the 100-yr storm.

f Determine US Army Corps of Engineers issues, requirements and permits necessary to implement proposed bridge, culvert and channel modifications.

g Perform bridge scour analysis evaluating both the existing and proposed bridge structures.

h Make recommendations for bridge and culvert structures.

i Develop final schematic bridge and culvert layouts (upon approval of recommendations).

6. Engineering Evaluation and Analysis of Selected Alternative

a Conduct field review of the preferred alignment alternative.

b Refine the final schematic horizontal and vertical roadway alignment of the selected alternative.

c Develop preliminary drainage system.

d Obtain land valuations of potentially affected properties from the Dallas Central Appraisal District’s database.

e Prepare schematic in roll format at a scale of 1"=100’ in accordance with criteria outlined in Appendix A of this proposal and to include:
   - The existing apparent ROW limits and abutting parcel plats with legal description and physical address
   - Proposed revised ROW limits including measurements of taking
   - The geometries of the improved lanes including typical cross-sections
   - The current and projected traffic volumes as provided by the County
   - The degree of horizontal curve data
   - Direction of traffic flow on all roadways
   - Location and width of median openings
   - Existing major Utility locations will be shown in plan emphasizing those which are in conflict with the proposed construction. The overall design developed should minimize the need for utility adjustments.
   - Existing and proposed storm drainage runoff and initial drainage system concepts (excluding inlets and conduit hydraulics).

f Prepare estimated quantities and construction costs of the project.

g Prepare preliminary construction sequencing and traffic control recommendations in letter report format.
7. **Attend the following meetings:**
   a. Attend Pre-Design Charrette and Project Walk-thru.
   b. Attend five working meetings with County staff.
   c. Coordinate and attend one working meeting with US Army Corps of Engineers representatives (held jointly with Dallas County if desired).
   d. Coordinate and attend one working meeting with City of Mesquite Public Works representatives (held jointly with Dallas County if desired).
   e. Attend one working meeting with TxDOT representatives (held jointly with Dallas County if desired).
   f. Attend one public informational meeting to gather public input (no formal presentation or exhibits).

8. **Project Management:**
   a. Internal and subconsultant coordination and oversight of all project activities.
   b. Develop and maintain detailed project schedule.
   c. Develop and maintain Project Contact list.
   d. Coordination, preparation and review of monthly progress reports and invoicing.
   e. Prepare, copy and distribute meeting minutes and teleconferencing documentation.
   f. Develop and maintain a secure (password protected) online project management website for transfer of critical information.
   g. Coordinate and ensure implementation of internal Quality Control procedures for all project activities and deliverables.

9. **Deliverables Phase I:**
   a. Final Schematic Design plan and profile in roll format sealed by a Texas Licensed Professional Engineer – two (2) preliminary copies for County review, and four (4) final blueline copies.
   b. Estimated preliminary quantities and construction costs of the project.
   c. Preliminary construction sequencing and traffic control recommendations letter report.
   d. Topographic drawing in a digital format compatible with MicroStation with features described above along with all field survey data and notes.
   e. HEC-RAS analysis data files.
PHASE II. PRIMARY DESIGN PHASE

Design and prepare final survey, review and submittal for compliance with the Texas Accessibility Standards, right-of-way document preparation, paving, drainage, and structural construction plans in accordance with Dallas County and other applicable standards to be scoped, negotiated and executed at the County's option.

PHASE III. DESIGN COMPLETION & RIGHT-OF-WAY INITIATION PHASE

Delivery of final right-of-way documentation and assistance to the County in ROW acquisition, final minor design revisions, construction contract packaging and other requested activities to be scoped, negotiated and executed at the County's option.

PHASE IV. ROW & UTILITY ADJUSTMENT

Assist in final right-of-way acquisition, utility adjustment, construction scheduling and letting, and shop drawing submittal review to be scoped, negotiated and executed at the County's option.

PHASE V. CONSTRUCTION ADMINISTRATION

Provide construction administration, supervision and inspection of all project components to be scoped, negotiated and executed at the County's option.

C. SERVICES EXCLUDED FROM THIS SCOPE (available as Additional Services)

The items listed below, while within Bridgefarmer & Associates, Inc. professional capabilities, are excluded from this Scope of Services.

- Traffic signal and roadway illumination design.
- Water and sanitary sewer design beyond that discussed above.
- Environmental testing, analysis and remediation beyond that discussed above.
- A report satisfying TxDOT's criteria for an Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion.
- Geotechnical testing and analysis beyond that discussed above.
- Travel outside of Dallas, Tarrant or Collin Counties.
- Subsurface utility engineering investigation beyond that discussed above.
- Survey Right-of-Entry requiring legal action or litigation.
- Expert testimony in deposition or court.
- Fee appraisal for the right-of-way valuation of each parcel affected by the proposed alignment.
APPENDIX A

SCHEMATIC DESIGN CHECKLIST

The design schematic will be a continuous roll sheet and will be in English units. The following information will be shown on the design schematic as necessary and available:

A. Title Portion
   1. Dallas County
   2. Schematic Layout
   3. Roadway Name
   4. County Name
   5. Limits:
   6. Dallas County Project Number:
   7. Length:
   8. Design Speed
   9. Functional Classification
   10. Approval Signature Blocks by appropriate County Personnel
   11. Copy Right info.

B. Existing Typical Sections
   1. ROW Widths
   2. Lanes Widths
   3. Shoulders Widths
   4. Curbs
   5. Pavement Cross Slopes

C. Proposed Typical Sections
   1. ROW Widths
   2. Lanes Widths
   3. Lane Directions
   4. Shoulders Widths
   5. Curbs
   6. Curb Offsets
   7. X-Slopes
   8. Horizontal Control
   9. Minimum Design Values obtained
   10. Approved Pavement/Base dimensions

D. Plan View
   1. Existing and Proposed ROW Lines
   2. Existing and Proposed Roadway Alignments
   3. Existing and Proposed Utilities (major)
   4. Existing and Proposed Edge of Pavement/Shoulders/Curbs
   5. Proposed Sidewalks
   6. Existing and Proposed Driveways
   7. Existing and Proposed major Drainage Structures
   8. Existing and Proposed Medians
   9. Existing and Proposed Main lanes
   10. Existing and Proposed Frontage Roads
   11. Existing and Proposed Ramps
12. Existing and Proposed Grade Separations
13. Location of Interchanges
14. Proposed Lane Dimensions
15. Proposed Lane Direction Arrow
16. Proposed Grade Separations
17. Proposed X-Slopes
18. Proposed PC/PT Stations
19. Proposed P.I. Curve Data
20. Centerline Bearings
21. Minimum Design Values Obtained

E. R.O.W.
1. Existing Property Lines & Owners
2. Proposed Property Lines & Owners

F. Geometrics
1. Horizontal Alignment
   a. Main lanes
   b. Ramps
   c. Crossroads
   d. Proposed Interchanges
   e. Grade separations
   f. PI Station/Location
   g. Degree of Curve
   h. Radius
   i. Length of Curve
   j. PC & PT (Graphical Location)

2. Vertical Alignment
   a. Main lanes
   b. Ramps
   c. Crossroads
   d. Proposed Interchanges
   e. Grade separations
   f. Natural Ground
   g. Vertical Clearance
   h. Grades
APPENDIX “B”

Procedures for Topographical Survey, Establishing Horizontal and Vertical Controls, and Cross Sectioning

A. GENERAL

1. Alignment/Horizontal Control Drawing
   a. Establish horizontal and vertical control for the project in accordance with TxDOT criteria and coordinate system (State Plane Coordinate System, NAD 83) expressed in standard English units based on data provided by TxDOT. Vertical Control for project shall be determined from an established bench mark datum as provided by the City of Mesquite and approved by the County.
   b. An electronic drawing (CAD) on separate levels or layers shall be prepared accurately and oriented according to the approved coordinate system. This drawing shall be furnished both in a hard and electronic copies.
   c. The drawing hard copy shall include a certification statement signed and sealed by the Texas Registered Professional Land Surveyor (R.P.L.S.) that all boundaries, monuments and benchmarks shown on the project plans were established or verified under his or her direct supervision.
   d. The drawing shall be prepared in a format compatible with Dallas County’s CAD system (Microstation J) and shall allow the extraction of coordinate points.
   e. The Alignment/Horizontal Control Drawing shall have point numbers and coordinates shown at the locations of all horizontal control points, reference monuments, and for any additional points necessary to delineate the design. Horizontal control points shall be as defined in Section B.3, Procedures for Establishing Horizontal Control, of this Appendix “B”. The drawing shall reference monuments set as provided in Section B of this Appendix “B”. The coordinates of all of these points shall be stored in the electronic file on a level as stated in the project’s Design Criteria document.
   f. A table showing Point Numbers, Northings, Eastings, and Description shall be shown on the Alignment/Horizontal Control Drawing.
   g. The drawing shall show, define, and provide sufficient information to establish City, County, and/or TxDOT right-of-way and easements necessary to support the construction work.
   h. The centerline pavement stationing shall be given on the Alignment/Horizontal Control Drawing at the beginning and end of the project. All alignment stationing shall progress from south to north or west to east.
   i. Curve data including radius, curve length, tangent and delta angle shall be given for all curves.
   j. The Alignment/Horizontal Control Drawing shall be prepared to accurately locate all the shown features and to construct the proposed improvements. Additional points necessary for construction may be extracted from this drawing. These points may include but are not limited to the following:
      Streets - Alleys
         (1) Centerline - Coordinates at the radius points, PC’s, PT’s, and angle points on the centerline and on the back of the curb;
         (2) Intersections - Coordinates at the median noses and radius points, curb returns, and terminus points;
         (3) Coordinate points locating retaining walls (beginning, angle points, P.V.I.’s, ending)
(4) Other - Coordinate points at transition areas, non-concentric curves, and limits of cut and fill areas that require staking;

**Storm Drainage**

(1) Centerline - Coordinates at the radius points, PC's, PT's, and angle points on the centerline of facility;

(2) Pipes - Points at pipe size changes, manholes, and pipe to pipe or wye connections;

(3) Structures - Points locating headwalls, wingwalls, approach aprons, gabions, culverts, inlets, junction boxes, retaining walls (beginning, angle points, PVI's, ending), channels, slope protection, flumes, and all points defining major design elements;

**Bridges**

(1) Centerline - coordinates at the radius points, PC's, PT's, and angle points on the centerline of pavement and bridge;

(2) Structures - coordinate points at centerline of bridge abutment caps and bent caps, beginning of approach slabs, beginning and end of wing walls and all points defining major design elements.

k. Shots shall be taken to locate visible utility elevations in manholes, inlets, culverts, water valves, etc. Visible utility manholes within the project area shall be shown, with top of rim elevations, diameter and center. Shots in manholes shall include the utility type (franchise utility, wastewater, storm water, or curb inlet), size, flow direction of all lines coming in and out, and pipe material. Flow-line elevations will be determined, and in the case of wastewater and storm water the adjacent manholes upstream and downstream of the project area will be located and tied with necessary flow-lines. Overhead power and/or communication lines will be shown with power pole locations.

l. Location of existing fire hydrants in the project area will be tied, along with the control valve, the top of valve nut elevation, and from record data the size of the main serving the hydrant.

m. From record data, the location, size, and depth of water, gas and any other buried utilities will be shown. Utility contracts will be determined by contact with the Texas Excavation Safety System (DIG TESS).

n. All trees with a 4 inch caliper at 3 foot above natural grade will be tied (except trees along the creek on the east edge of project area) and an elevation at the base of the tree, along with the common English name.

2. Engineering Design

Sections shall be acquired at every location that may affect street grades, surface drainage, or structures. See section D, Procedure for Cross-Sectioning, for details.

3. Earthwork Calculations

Complete and accurate sections shall be provided which shows all grade breaks (transverse and longitudinal).
PROCEDURE FOR ESTABLISHING HORIZONTAL CONTROL
1. Horizontal control shall be based on the Texas State Plane Coordinate System (NAD 83) expressed in standard English units based on data provided by TxDOT.
2. Reference monumentation shall be set for the centerline points at the beginning and end of the project and at all intersecting streets. A minimum of two reference monuments shall be required for each of these centerline points and shall be located sufficiently away from the construction areas so as not to be disturbed by the contractors or utilities. These reference points shall be set so that the paving and right-of-way centerline may be reestablished during and after construction.
3. Points shall be set at 100-foot stations along the project pavement centerline. Points shall also be set at all PC's, PT's, and angle points. All monumentation and points set shall be appropriately described, (i.e. PK Nail, 60d, Fnd or Set IR, etc.).
4. Complete field notes and calculations documenting the location and description of all reference monumentation and centerline points set and documenting centerline traverse closure shall be submitted to the project engineer upon completion of the survey field work and data reduction, or as requested by the County.

PROCEDURE FOR ESTABLISHING VERTICAL CONTROL
1. Vertical Control for the project shall be determined from an established bench mark datum as provided by the County and include at least two (2) benchmarks. A closed loop shall be required to verify existing benchmarks. Complete field notes documenting the location and description of the bench marks to be used for the project and documenting the closed loop shall be turned in to the project engineer upon completion of the survey field work and data reduction.
2. Loops are to be established using best available and accepted survey equipment at an accuracy directed by the County but not less than plus or minus 0.05 foot times the square root of the distance in miles looped.
3. Bench marks are to be established at each end of the project, with intermediate locations spaced about every 500 feet, at a sufficient distance outside the limits of construction so as not to be disturbed. A minimum of two bench marks are to be provided on each paving plan/profile sheet with the description and location including distance from the centerline given on the plans with the elevation M.S.L.
4. When running the benchmark loop, additional benchmarks used on other projects in the immediate area should be turned through to provide a check. IT IS NOT TO BE ASSUMED THAT BENCHMARKS FROM DIFFERENT JOBS ARE ON THE SAME DATUM.
5. Turning points should be sufficiently stable to maintain desired accuracy. Backsights and foresights should be balanced in distance and shots should not exceed 300 feet.
6. Benchmarks shall be referred to as found or set. Set B.M.'s shall also include the date set in the description. Found benchmarks shall include record elevation and refer to source of B.M.
7. Bench marks established shall be reasonably permanent and substantial (avoid using RR spikes, 60d nails, crosses on top of fire hydrants, etc). They shall be easily identified and afforded reasonable protection against damage or destruction. A description of the B.M. shall be written in a clear and concise manner so that it can be easily recovered (specify distance to nearest cross street when applicable).
D. PROCEDURE FOR CROSS-SECTIONING

1. Cross sections and/or elevations taken must be from benchmarks established in accordance with section C, Procedure for Establishing Vertical Control. Benchmarks must be read at the beginning and end of each instrument setup. Two (2) benchmarks should be used for each setup. NO SHOTS SHALL BE TAKEN IN EXCESS OF 400 FEET FROM THE INSTRUMENT.

2. Stationing for center line shall be from south to north, or west to east, with station 10+00 at the beginning center of intersection on street surveys and at the intersection of street R.O.W. and center line of alley for alley surveys. Cross sections shall begin a minimum of two hundred (200) feet before the starting limit of the project and extend two hundred (200) feet past the limits of the project. The limits of the project are defined as the points where the proposed grading or pavement transitions tie to the existing pavement or ground.

3. Orientation for all cross sections shall be looking up station.

4. Cross sections shall be taken at a maximum of fifty (50) feet intervals along the centerline of the proposed pavement, at any intermediate breaks in grade, and at locations outlined in section D.5 of this Appendix. In the transverse direction, cross sections shall include, but shall not be limited to the following shots both right and left of centerline:
   - Existing and proposed pavement centerlines, quarter points, edges of road, edges of pavement, gutters and top of curbs, edges of existing sidewalks, property lines, any intermediate breaks in slope, and shots twenty-five (25) feet past the street right-of-way lines. Shots shall also be taken at high banks, low banks, center of ditches, toe of banks, flow line of ditches, etc. Shots will be taken no greater than fifteen (15) feet apart in the transverse direction.

5. Sections must also be taken at every location which may affect design including:
   a. Driveway centerlines or each edge of the driveway, depending on width of driveway and grade of street;
   b. Lead walks and steps, edge of parking lots, beginning and end of walls;
   c. Grade breaks between sections, such as low areas, terraces or walls perpendicular to street, drain ditches, roof drains, etc.
   d. Alleys - Take shots for at least 200 feet from the street centerline up alleys. Sometimes property line shots will be needed in addition to the usual centerline information if the alley is not paved.
   e. Existing drainage pipes and structures for at least 200 feet from street centerline both upstream and downstream, always including flow lines of the structure.
   f. Beginning and end of existing walls, buildings, or other structures close to or on the right-of-way line. Label each special cross section with an exact description so it is clear as to the location of the section. The special cross sections shall also be labeled using centerline paving station, left, or right.

6. Cross sections shall be taken at intersecting streets along property lines, high bank and toe of bank of ditches, edge of pavement, top of curbs, gutters, quarter points and centerline for at least two hundred (200) feet past the centerline of the principal street being surveyed. Actual distance shall be dictated by design requirements.

7. All cross sections shall extend at least 25 feet behind the proposed street right-of-way lines and shall extend farther as necessary to define the point that the proposed grades tie to the existing grade and to define cross drainage to this point. Deep cut and fill areas require wider cross sections than are normally required.

8. All cross sections shall be labeled using the centerline paving station at the section.
E. ADDITIONAL CROSS-SECTIONING PROCEDURES FOR HEC-RAS ANALYSIS

1. Cross-sectioning procedures for the purpose of HEC-RAS analysis shall comply with those outlined in the previous sections except as noted below.

2. Cross sections shall be taken immediately upstream and downstream of any structure in the study area, and at intervals not exceed two hundred-fifty (250) feet. In bending or winding reaches, cross section intervals shall be spaced in a manner to accurately characterize the stream’s flow capability and adjacent floodplain. Additional cross sections may be required at significant changes in slope, discharge, shape or roughness along the streambed.

3. Cross section data shall be acquired at all structures to accurately define the complete flow area. The data may include but not limited to piers, abutments, bottom chords, roadway decks and other pertinent information at all bridges and culverts.

4. Stationing for all stream cross sections shall begin downstream at “01+00.00” (unless specified otherwise), and progress upstream.

5. Orientation for all cross sections shall be looking down stream.
### SUMMARY PROJECT SCHEDULE

**MILITARY PARKWAY FROM IH-635 to CARMACK**

*Bridgefarmer & Associates, Inc.*

*Indicates a Submittal to the Dallas County*

This schedule does not account for external reviews or meeting schedules beyond B&A's control.

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* Indicates a Submittal to the Dallas County

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This schedule does not account for external reviews or meeting schedules beyond B&A's control.
## ATTACHMENT B

Summary of Manhours by Classification & Major Task Analysis

**MILITARY PARKWAY FROM IH-635 to CARNAKM**

Bridgefarmer & Associates, Inc.

### Project Management

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</table>

### Data Collection, Topographic Survey & Geotechnical Investigation

| Data Assembly & Review (from County) | | | |
| Traffic count & projections along Military Pkwy | 1 | Hours | 0.5 | 0.5 | | 1.0 | 1,271 |
| Existing S. Mississippi Creek bridge structural plans | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Highway plans, drainage and utility plans | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Proposed area development plans within the study area from D-Max County | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Dallas County, City of Mesquite & TACOG development standards & criteria | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Obtain distortional trend static image mapping | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Drainage mapping/building utilizing draft plans affecting the project | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Environmental studies | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Stormwater | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Other mapping & data such as hazardous material locations, archeological etc. | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| 1.0 | 1.0 | 1.0 | | 3.0 | 1,271 |

### Topographic Survey

| Topographic Survey | | | |
| Trans. & Field Survey Topographic | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Review Survey Control Data / File TMs etc. | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| input 3D data and Damsyr | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| input 2D data | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Design, Input Proposed Template/Criteria | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| General: Pedestrian Crossing Adjacent | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| General: Pedestrian Crossing Green Sig. | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| General: Erosion Control Measures | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Environmental | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |

### Environmental Design Criteria

| Environmental Design Criteria | | | |
| Road Alignment Geom ory Criteria | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Road Cross Section criteria | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Typical Section Drainage Design | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Typical Cross Section Design | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Cost/Alt All Criteria of City of Mesquite | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |

### Data Analysis

| Data Analysis | | | |
| Environmental records review | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Historical records review | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Road-related general structural characteristics of the S. Mississippi Crrk Bridge | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Plus existing cross sections | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Floodplain Limit Lines | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| OUtflow/Drainage plans for Roadway Section | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Channel dredging acres for Roadway Section | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Drainage Area Map (~1100) for Roadway Section | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Regulatory general storm drainage conditions in the project area | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Field Test Geotechnical Report | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Review of Draft Report | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Review of Draft Report | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Review of Draft Report | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |

### Develop Corridor Alternative

| Develop Corridor Alternative | | | |
| Basic Alignment Geom ory Criteria | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Road Profile Design Criteria | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Typical Cross Section Design | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Typical Cross Section Design | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
| Cost/Alt All Criteria of City of Mesquite | 1 | Hour | 0.5 | 0.5 | | 1.0 | 1,271 |
### Summary of Manhours by Classification & Major Task Analysis

**MILITARY PARKWAY FROM IH-635 to CARMACK**

**Bridge & Associates, Inc.**

### Work Description

<table>
<thead>
<tr>
<th>Work Description</th>
<th>EST. No.</th>
<th>UNITS</th>
<th>Project Mgr</th>
<th>Senior Eng</th>
<th>Kit Eng</th>
<th>CAD/0</th>
<th>Tech</th>
<th>Admin/ Clerical</th>
<th>Project Mgr</th>
<th>Senior Eng</th>
<th>Kit Eng</th>
<th>CAD/0</th>
<th>Tech</th>
<th>Admin/ Clerical</th>
<th>Total Man Hrs</th>
<th>Total FE/Pct</th>
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<tr>
<td><strong>Hydrologic Analysis of S. Mesquite Creek</strong></td>
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<tr>
<td>Review preliminary design for storm sewer project</td>
<td>1</td>
<td>Hours</td>
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<td><strong>Hydrologic Analysis of Eastern Culvert Crossing</strong></td>
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<tr>
<td>Review Preliminary Design for Storm Sewer Plan</td>
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<td>Review Design &amp; Development Piping Public Utilities Plan</td>
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### Summary

- **Total Man Hrs:** The total man-hours required for the project.
- **Total FE/Pct:** The total percentage of the project that was completed.

---

Page 2 of 4
### Summary of Manhours by Classification & Major Task Analysis

**MILITARY PARKWAY FROM IH-635 TO CARMACK**

**Bridgeman & Associates, Inc.**

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#### OC & Recommendations

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<tr>
<td>Internal Bridge &amp; Culvert Preliminary OC review and revision</td>
<td>1 Hours</td>
<td>2.0</td>
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<td>1.8</td>
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<td>Submeter in County - Bridge &amp; Culvert Reconnaissance</td>
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<td>Design County review drawings in sending</td>
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<td>Implement County review comments in Bridge Plans</td>
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#### Total MAHOURS

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#### Engineering Evaluation and Analysis of Selected Roadway & Hydraulic Alternatives

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<th>Hours</th>
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#### Projects

**PROJECTED DIRECT EXPENSES (DETAILED):**

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<th>Quantity</th>
<th>Unit</th>
<th># of Occurrences</th>
<th># per Occurrence</th>
<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>Internal Driveway Plate 11 x 17</td>
<td>25</td>
<td>Ogee</td>
<td>3</td>
<td>2</td>
<td>$1.00/each</td>
<td>$150.00</td>
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<tr>
<td>Review Site Plan 11 x 17</td>
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<td>Ogee</td>
<td>3</td>
<td>2</td>
<td>$1.00/each</td>
<td>$150.00</td>
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<tr>
<td>Schematic Plan</td>
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<td>Fast</td>
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<td>2</td>
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<td>$0.25/page</td>
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<td>Postage &amp; Handling / Office Supplies Project Related</td>
<td>$10</td>
<td>Est.</td>
<td>6 months</td>
<td>1 pace</td>
<td>$1.00/each</td>
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<td>Personal Vehicle Mileage for Project Travel</td>
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<td>Local Mens Work &amp; Parking</td>
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**REIMBURSABLE ENGINEERING EXPENSES (ROUNDED):** $1,500

**REIMBURSABLE SURVEY EXPENSES (ROUNDED):** $500

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**Engineering**

* $89,878

**Geotech**

* $11,875

**Survey**

* $57,833

**Total Fee Exclusive of Reminburables**

* $159,586

---

**TOTAL REIMBURSABLE EXPENSES:** $2,500

---

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## Summary of Manhours by Classification & Major Task Analysis

### MILITARY PARKWAY FROM IH-635 to CARMACK

#### Bridgefarmer & Associates, Inc.

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<th>MPH</th>
<th>Tech</th>
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<th>Chir</th>
<th>Project Mgr.</th>
<th>RPLS</th>
<th>Tech</th>
<th>Crew</th>
<th>Chir</th>
<th>Total MII / Task</th>
<th>Total MII / Task</th>
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<td>Control Survey</td>
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<td>Complete off TxDOT - high &amp; wet control</td>
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<td>Field locate &amp; calibrate at TxDOT high control</td>
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<td>Field per a chase camera points for Military Pkwy, high control</td>
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<td>Field &amp; log closed panels along Military Pkwy, high control</td>
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<td>Process project control for ROW &amp; topographic survey</td>
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<td>Field &amp; set tangent stations at all intersect.</td>
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<td>Field at BE &amp; CL at 95 ft. for 300 ft. on Gateway Bl,</td>
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<td>Field a total of GROSS incl. 300 ft. on Loop Road, Frontage Rd.</td>
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<td>Prepare summary inventory for City</td>
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<td>Research Civil Records for ROW (if available) and adjoining property</td>
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<td>Review TxDOT ROW maps</td>
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<td>Reduce back calculated data files</td>
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<td>Obtain City utility plans - water, waste water &amp; storm sewer</td>
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<td>Obtain gas &amp; elec line locations from TPU</td>
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<td>Add utilities to tps per plot plan maps obtained</td>
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<td><strong>Right-of-Way Documents (per document)</strong></td>
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<td><strong>TOTAL MANHOURS</strong></td>
<td>23</td>
<td>50</td>
<td>317</td>
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**REIMBURSABLE SURVEY EXPENSES (ROUNDED): $500**
## ATTACHMENT “C”

### SAMPLE INVOICE

**ON FIRM’S LETTERHEAD**

<table>
<thead>
<tr>
<th>ROAD NAME AND LIMITS</th>
<th>DATE OF INVOICE</th>
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<tbody>
<tr>
<td>COUNTY PROJECT NUMBER</td>
<td>INVOICE NUMBER</td>
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<tr>
<td>COUNTY COURT ORDER NO.</td>
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<td>DATE OF COUNTY COURT ORDER</td>
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<td>AMOUNT OF AMENDMENTS</td>
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<td>SPECIAL SERVICES FEES</td>
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<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>TOTAL INVOICE AMOUNT</td>
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<td>AMOUNT DUE</td>
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</table>

The undersigned certifies that the amount due represents payment for actual work performed, delivered to COUNTY, and accepted by COUNTY as satisfactory which has not previously been paid.

SIGNATURE OF PROJECT MANAGER OR PRINCIPLE
ATTACHMENT D

EVALUATION OF DALLAS COUNTY

BY CONSULTING FIRM: ____________________________

DESIGN CONTRACT NO.: ____________________________
DALLAS CO. ENGINEER: ____________________________
PROJECT NAME: ____________________________
PROJECT NO.: ____________________________
PROJECT LIMITS: ____________________________

<table>
<thead>
<tr>
<th>ATTRIBUTES</th>
<th>OUTSTANDING</th>
<th>SATISFACTORY</th>
<th>NEEDS IMPROVEMENT</th>
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<tr>
<td>Good Coordination with Consultant</td>
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<tr>
<td>Timely Review &amp; Provision of Comments on Deliverables</td>
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<tr>
<td>Reasonable with Design Changes</td>
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<tr>
<td>Meetings Conducted Professionally and on time</td>
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<tr>
<td>Timely Processing of Invoices</td>
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<tr>
<td>No Unreasonable Demands Made on Consultant's Time</td>
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<tr>
<td>Willingness to Listen to Consultant's Ideas</td>
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<tr>
<td>Clear Definition of Scope of Services</td>
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<tr>
<td>Deadlines are reasonable</td>
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<tr>
<td>Specifications/design criteria are clear/understandable</td>
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<td>Supplemental agreements handled fairly and on time</td>
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<tr>
<td>Consistency of design comments for each review</td>
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<td>Resolution of conflicting review comments</td>
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<tr>
<td>Fees are commensurate with effort of work requested</td>
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REMARKS:

DBD:die/EvalByConsultant
DALLAS COUNTY PERFORMANCE EVALUATION OF DESIGN CONSULTANTS

Contract No.: Type of Contract: Design Engineering Services
Project No.: Other
Dallas County Project Engineer:

Type of Evaluation:
Interim( % complete); Final Termination

NAME & ADDRESS OF CONSULTANT PROJECT TITLE & LOCATION

DESCRIPTION OF PROJECT:

Name, Address & Phone No. of Office responsible for:

SELECTION OF DESIGN CONSULTANT ADMINISTRATION OF DESIGN CONTRACT

CONTRACT DATA

Type of Contract: Firm Fixed Price Other

PROJECT COMPLEXITY Initial Fee Contract Modifications Total Fee
Difficult: Routine:

PROJECT TYPE: Reason for Modification(s):

Award Date: Negotiated Completion Date or No. of Days (including extensions)
Date: No. of Days:
Actual Completion Date or No. of Days (including extensions)
Date: No. of Days:

Consultants Liability: None Undetermined Pending Settlement

OVERALL EVALUATION:
Excellent Above Average Average Below Average Poor

RECOMMENDED FOR FUTURE CONTRACTS?
Yes Conditionally No (explain Conditionally or No in remarks)
<table>
<thead>
<tr>
<th>Name, Title and Office of Evaluator</th>
<th>Name, Title and Office of Reviewer</th>
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<tr>
<td>Phone No.</td>
<td>Phone No.</td>
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<tr>
<td>Signature:</td>
<td>Date:</td>
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<td>Signature:</td>
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<td>Date:</td>
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**Distribution:**

**Remarks:**
# PERFORMANCE ELEMENTS

## DESIGN SERVICES

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<tr>
<td>Architectural</td>
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<tr>
<td>Structural Engineering</td>
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<tr>
<td>Civil Engineering</td>
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<tr>
<td>Mechanical Engineering</td>
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<tr>
<td>Electrical (Controls/Instrumentation)</td>
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<td>Fire Protection</td>
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<tr>
<td>Survey and Mapping</td>
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<tr>
<td>Cost Estimating</td>
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<tr>
<td>Value Engineering</td>
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<tr>
<td>Environmental Engineering</td>
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<tr>
<td>Geotechnical Engineering</td>
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<td>Master Planning</td>
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<td>Hydrology/Hydraulics</td>
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<td>Chemical Engineering</td>
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## ATTRIBUTES

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<td>Thoroughness of site investigation</td>
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<td>Quality Control Procedures/Execution</td>
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<td>Plans/specs accurate, coordinated, clear, &amp; detailed sufficiently</td>
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<td>Subcontracting plan, including M/WBE compliance</td>
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<td>Drawings reflect true conditions</td>
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<tr>
<td>Suitability of design or study results</td>
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<tr>
<td>Cost Control</td>
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<td>Design constructibility</td>
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<td>Timeliness &amp; quality of submittals</td>
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<td>Timeliness of answers to design questions</td>
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<tr>
<td>Cooperativeness &amp; responsiveness</td>
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<td>Quality of briefing &amp; presentations</td>
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<td>Adherence to schedules</td>
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<td>Solution environmentally suitable</td>
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Instructions for completing those portions of the form not considered self explanatory.

**Type of Evaluation** - An "Interim" evaluation should be given to notify the Consultant when performance is unsatisfactory.

**Type of Contract** - Check "Design" if services are for design of construction. Check "Engineering Services" if services are not directly related to construction.

**Name, Address and Phone Number of Consultant** -
Give primary action office information. Also give home office information if they become involved.

**Names, Address and Phone Number of Office Responsible for** -
In most instances this will be:
Engineering and Construction Division
Department of Public Works
Dallas County
411 Elm Street
Dallas, Texas 75202
Telephone (214) 653-7151

**Initial Fee** - The initial fee should include the basic contract amount plus any options awarded before the time of evaluation. Do not include contract or tasks order modifications in this initial fee amount.

**Contract Modifications** - Include all additional work not negotiated at the time of the contract or task order award.

**Negotiated/Actual Contract-Completion Date (Or Number of Days)** - Report either the completion date or number of days, not both, and include extensions. Number of days is the total period negotiated for performance of the work and does not include County's review time, County-caused delays, or planned design stop periods.
Consultant's Liability -

Indicate status of liability at time of completing the form. Check "NONE" if there are no known deficiencies, or if there are and a decision has been made not to take action. Check "UNDETERMINED" if there are deficiencies, and a determination on liability has not been made. Discuss in the remarks. Check "PENDING" if it has been determined that action will be taken to recover damages from the Consultant and enter the amount of damages. Check "SETTLEMENT" if a liability case(s) against the Consultant has been settled and enter amount recovered. "UNDETERMINED", "PENDING", and "SETTLEMENT" may be concurrently marked.

Overall Rating -

The overall rating shall be determined through an assessment of ratings of the performance elements and any other significant factors not covered by the performance elements. There is no fixed mathematical formula to relate the ratings of performance elements to the overall rating, but there must be consistency. If an overall rating other than "average" is only supported by one or two unsatisfactory/outstanding element ratings, address the importance attributed to these elements in the Remarks. Other apparent inconsistencies, such as a majority of outstanding elemental ratings but an average overall rating, must be explained in the Remarks also.

Name, Title and Office of Rater -

Project Engineers in the Engineering and Construction Division or the Senior Design Engineer/Manager of the Civil Design Section.

Names, Title and Office of Reviewer -

The Director of Public Works or either of the Assistant Directors for Engineering/Construction or Transportation/Planning.

REMARKS

- General. The comments should be tailored to be of maximum usefulness to selection boards considering this Consulting firm for further work, and to the administrators of contracts with this firm in the future. If the effectiveness of the firm's project management is not adequately covered by the performance elements, add comments as needed. Include any comments by the Consulting firm in response to a "below average" or "poor" evaluation.

- M/WBE. Support of the Minority/Women Business Enterprise Program, including subcontracting performance, is an essential element in determining responsibility for future acquisitions. Evaluate the firm's overall support of those business objectives. Evaluate the firm's compliance with the subcontracting plan (if applicable), including timeliness of subcontracting reports.
MEMORANDUM

TO: Commissioners Court

THROUGH: Kenneth A. Mayfield, Commissioner, District No. 4
John Wiley Price, Commissioner, District No. 3

FROM: Selas Camarillo, P.E., R.P.L.S,
Assistant Director – Property Division

SUBJECT: Resale of Tax Foreclosure Property by DeSoto I.S.D.
DeSoto I.S.D. et al vs. Robert J. Axley (The McNair Property), Cause No. 90-40908
419 N. Westmoreland Road, DeSoto, Texas, 80.3838 Ac., Account No. 65071986510070100

BACKGROUND OF ISSUE

The subject property was offered for sale by the Sheriff of Dallas County at public auction and was struck off to the DeSoto I.S.D. on April 2, 1996. The DeSoto I.S.D. holds the property in trust for each taxing jurisdiction party to the judgment, e.g., DeSoto I.S.D., City of DeSoto and Dallas County pursuant to Section 34.01(c) Property Tax Code.

In March of 2001 DeSoto I.S.D. submitted an offer to Dallas County and the City of DeSoto to purchase the 80.3838 acre tract for the full amount of the judgment or $451,439.70. DeSoto I.S.D. was interested in 20 to 30 acres of the 80 acres to build a new intermediate school. The City of DeSoto opposed the school district’s offer. The City was concerned that: (1) DeSoto I.S.D. would sell the remaining property to a third party purchaser for a substantial increase in value and that said sale would benefit only DeSoto I.S.D. and (2) the property would remain off the tax roll for an undetermined length of time.

DeSoto I.S.D. offered this property for sale via a sealed bid procedure on September 4, 2001 and received a bid in the amount of $375,000 from Don Valk. This is the DeSoto I.S.D.’s third attempt at a published resale. The high bid from the last published resale was $275,000. The school district has also received and rejected several unsolicited offers of which the highest offer, other than DeSoto I.S.D.’s, was $320,000.

Pursuant to Section 34.05 (I) of the Tax Code, consent of each taxing unit entitled to receive proceeds of the sale under the judgment is needed when the bid received is less than the amount due in the judgment. DeSoto I.S.D. in contemplation of using a portion of this property as an intermediate school site placed the following special provision in the bid specifications: “The DeSoto I.S.D. reserves the right of first refusal for up to 30 acres in the southwest portion of the property. The DeSoto I.S.D. intends to use this land to build an intermediate school and will purchase the land from the buyer at the same price per acre as paid in the original bid offer.”

The City Council of the City of DeSoto and the DeSoto I.S.D. School Board have passed resolutions consenting to the sale of the property to Don Valk at his bid of $375,000.

IMPACT ON OPERATIONS AND MAINTENANCE

Acceptance of this bid will return the property back to the tax rolls generating taxes for the taxing units. In the event DeSoto I.S.D. exercises its right of first refusal, the land used for school purposes will be exempt from taxation.

411 Elm Street, 4th Floor
Dallas, Texas 75202
(214) 653-7151
LEGAL INFORMATION

The sale is pursuant to the Texas Property Tax Code, Section 34.05, Resale by Taxing Units, which allows the taxing unit that purchased the property to sell the property at a private sale for an amount less than either the aggregate amount of the judgments against the property or the market value of the property as stated in the judgment of foreclosure with the consent of each taxing unit entitled to receive proceeds of the sale under the judgment. The sale is also in compliance with the Dallas County Tax Foreclosure Resale Policy adopted by the Commissioners Court via Court Order No. 2000-396.

FINANCIAL IMPACT/CONSIDERATIONS

The bid of $375,000 is $80,989.66 less than the judgment amount (struck off amount) of $455,989.66. The years covered by the Judgment were 1987 through 1994 and prorated 1995 through judgment date. Dallas County will recover 82.83% of the adjudged County taxes in the amount of $19,631, which is $4,070.00 less than the amount of $23,700.50 due Dallas County in the judgment. DeSoto I.S.D. will distribute the proceeds in accordance with the Tax Code, Sec. 34.06.

<table>
<thead>
<tr>
<th>Tax Account No./ Acres</th>
<th>Street Address</th>
<th>Judgment Amount in Sheriff’s Deed</th>
<th>Judgment Cause No.</th>
<th>Court Costs</th>
<th>Amount Due County in Judgment</th>
<th>Amount of Bid</th>
<th>Name of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>65071986510070100</td>
<td>419 N. Westmoreland</td>
<td>$455,989.66</td>
<td>90-40908</td>
<td>$1,585.50</td>
<td>$23,700.50</td>
<td>$375,000</td>
<td>Don Valk</td>
</tr>
<tr>
<td>80.3838 Acres</td>
<td>DeSoto, Texas</td>
<td></td>
<td></td>
<td></td>
<td>(1992-94)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PERFORMANCE MEASURES IMPACT

No impact.

RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court: (1) consent to the sale of the tax foreclosed property located at 419 N. Westmoreland Road between Pleasant Run and Belt Line Roads, Cause No. 90-40908, DeSoto, Texas, at the bid amount received by DeSoto I.S.D. of $375,000 from Don Valk, even if the bid tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgments against the property, and (2) authorize the DeSoto I.S.D., as Trustee, to act on behalf of the County of Dallas, the Dallas County Community College District, the Parkland Hospital District and the Dallas County School Equalization Fund in the sale and execution of a Quitclaim Deed of said tax foreclosure property.

If the Commissioners Court is in agreement, a Court Order authorizing the above matters will be placed on the next regular agenda.

APPROVED BY:

Donald R. Holzwarth, P.E.
Director of Public Works

Attachments

cc: Edward Lopez, LHGBGPS
    David Childs, Tax Assessor/Collector
DeSoto City Council Agenda
MANAGEMENT REPORT

AGENDA ITEM: 
CONSIDER ACCEPTING THE BID AMOUNT OF $375,000 FOR APPROXIMATELY 80 ACRES OF LAND OWNED BY THE CITY OF DESOTO, DESOTO ISD, AND DALLAS COUNTY.

CONTACT: 
CAMELIA BROWDER, MANAGING DIRECTOR
FINANCIAL SERVICES
972-230-9635

COUNCIL ACTION:

FINANCE VERIFICATION: 
MANAGEMENT REVIEW:

BACKGROUND
This tract of land is located off Westmoreland road, between Pleasant Run and Belt Line roads. The property has delinquent taxes back to 1987. The ISD filed a lawsuit to collect delinquent taxes on this property in 1990. The ISD then took judgment on the property in 1995. The ISD took this property to sheriff sale in 1996 and the property was struck off to the ISD with the City and County holding an interest in the property.

Sealed bids were solicited and received by the DeSoto Joint School & City Tax Office on September 4, 2001 at 3:00 pm. The highest bid amount was $375,000. The City of DeSoto will recover 82.83% of the adjudged City taxes in the amount of $100,929.76. This amount gives the City all of the property taxes plus part of applicable penalty and interest amounts. Approval of this bid will enable the 80 acres to be placed back on the tax roll, where it will be subject to future property taxes.

FINDINGS
With the approval of the Tax Office Contract on September 4, 2001, this item would normally have been handled by staff as a property resale. However, since this property figured into the discussion while this process was being ironed out, we feel it advisable to bring it to your attention. DeSoto ISD is contemplating using a portion of this property as an intermediate school. Therefore, a specification of the bid document noted “Property is being sold subject to the following: The DeSoto ISD reserves the right of first refusal for up to 30 acres in the southwest portion of the property (as indicated on map). The DeSoto ISD intends to use this land to build an intermediate school and will purchase the land from the buyer at the same price per acre as paid in the original bid offer.”

FINANCIAL IMPACT
Approval will get the 80 acres back on the tax roll and begin generating taxes for the
City of DeSoto.

RECOMMENDATION
Staff recommends approval of this sale which will enable the City to recover delinquent taxes and enable the property to be placed back on the tax roll for future property taxes.
**SUMMARY SHEET**

**Cause No. 90-40908, DeSoto ISD v. Robert J. Axley (The McNair Property)**

**Date of Judgment:** November 15, 1995  
**Date of Sheriff Sale:** April 2, 1996 (struck off to ISD)  
**Date of Resale:** September 4, 2001  
**Value on Judgment date:** $482,410.00  
**Current DCAD value:** $482,410.00  
**High Bid:** $375,000.00  
**By:** Don Valk

**Analysis:**

1. **Total amount of recovery, excluding costs.**

<table>
<thead>
<tr>
<th></th>
<th>Amount of Bid</th>
<th>Less Court Costs</th>
<th>Less Advertising resale</th>
<th>Total Avail. for distrib.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DeSoto ISD</td>
<td>$375,000.00</td>
<td>($1,585.50)</td>
<td>($810.00)</td>
<td>$372,604.50</td>
</tr>
</tbody>
</table>

2. **Total amount of recovery, excluding costs, compared to total amount of judgment due.**

<table>
<thead>
<tr>
<th></th>
<th>Amount Recvd</th>
<th>Percentage</th>
<th>Amount Entitled</th>
</tr>
</thead>
<tbody>
<tr>
<td>DeSoto ISD</td>
<td>$208,151.86</td>
<td>82.82783%</td>
<td>$251,306.68</td>
</tr>
<tr>
<td>DCED</td>
<td>$43,892.23</td>
<td>82.82783%</td>
<td>$52,992.12</td>
</tr>
<tr>
<td>DeSoto City</td>
<td>$100,929.76</td>
<td>82.82783%</td>
<td>$121,854.89</td>
</tr>
<tr>
<td>Dallas County</td>
<td>$19,630.61</td>
<td>82.82783%</td>
<td>$23,705.00</td>
</tr>
<tr>
<td>Totals</td>
<td>$372,604.46</td>
<td>82.82783%</td>
<td>$449,854.19</td>
</tr>
</tbody>
</table>

3. **Total amount recovered as to the total of base tax under judgment only.**

<table>
<thead>
<tr>
<th></th>
<th>Amount Recvd</th>
<th>Percentage</th>
<th>Amount Entitled/Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>DeSoto ISD</td>
<td>$181,966.58</td>
<td>145%</td>
<td>$125,745.90</td>
</tr>
<tr>
<td>DCED</td>
<td>$38,377.20</td>
<td>131%</td>
<td>$29,264.14</td>
</tr>
<tr>
<td>DeSoto City</td>
<td>$88,587.47</td>
<td>136%</td>
<td>$65,055.36</td>
</tr>
<tr>
<td>Totals</td>
<td>$308,931.25</td>
<td>136%</td>
<td>$220,065.40</td>
</tr>
</tbody>
</table>

4. **Total High Bid compared to Current DCAD value for 2001.**

77.4%

5. **Total High Bid compared to DCAD value on date of Judgment.**

77.4%

**Special Notes:**

1. The property has been considered as a possible school site by the DeSoto ISD. This is the 3rd attempt at a Published Resale. The high bid from the last published resale was $275,000. Several unsolicited bids have also been received and rejected of which the highest bid, other than the DeSoto ISD's, was $320,000.

2. There is a $0.04 rounding surplus that will be distributed equally to each taxing unit.
MEMORANDUM

TO: Commissioners Court

FROM: Donald R. Holzwarth, P.E.,
        Director of Public Works

SUBJECT: Singleton Blvd. Project 91-881
          (Hampton Road to Canada Drive)
          Modification No. 1 to the Scope of Services

BACKGROUND

The Singleton Boulevard Project No. 91-881 was approved by voters as part of the 1991 Bond Program. The sum of $7,900,000 was approved for the design, right of way acquisition and construction of 1.7 miles of thoroughfare between Hampton Road and Canada Drive. The initial contract to provide engineering design services for this project was awarded to the Oyekan Group, USA in April 1993 with a contract amendment to design off-site parking in 1995.

APM Associates was awarded a contract to complete the project by Court Order 99-1429 dated August 3, 1999. The City of Dallas has also requested additional design services for paving and drainage, which were not covered in the original contract such as additional Right of Way Surveying, Off-Site Drainage Culverts at Topeka Street and Amenities Design.

FINANCIAL IMPACT

APM and Associates, Inc., has agreed to perform the additional scope of work for an amount not to exceed $152,960. Of this amount, Amenities Design in the amount of $80,000 will be reimbursed by the City of Dallas once the project is complete. There are funds in the project in Bond Fund 424, Code 08010, FY 2000 available for Modification No. 1 to the Scope of Services.
RECOMMENDATION

The Director of Public Works recommends that the Commissioners Court approve the attached "Modification No. 1 to the Scope Services for Singleton Boulevard." If Commissioners Court is in agreement, a court order will be placed on the next formal agenda to direct the County Judge to execute the referenced document.

RECOMMENDED BY:

Donald R. Holzwarth, P.E.
Director of Public Works

Attachment (Mod. 1)

jcn
Modification No. 1 to the Scope of Services

Singleton Boulevard Project 91-881
(Hampton Road to Canada Drive

Between
COUNTY OF DALLAS, TEXAS
And

APM AND ASSOCIATES, INC.

WHEREAS, pursuant to Court Order 99-1429 dated August 3, 1999, APM & Associates, Inc., hereafter referred to as “the Engineer”, was awarded a contract for engineering services for the Singleton Boulevard Project No. 91-881 in an amount not to exceed $307,710.00; and

WHEREAS, the Engineer has been requested by Dallas County and has agreed to perform additional engineering services including additional Right-of-Way Surveying, Off-Site Drainage Culverts at Topeka Street, and Amenities Design; and

WHEREAS, the Engineer has proposed to perform the requested additional engineering services for an amount not to exceed $152,960.

NOW THEREFORE, by execution of this Modification No. 1 of the Scope of Services, the contract is amended hereby with respect to the items and features described below:

I PURPOSE:

Modification to the Scope of Services No. 1 amends the contract executed between the County of Dallas and APM and Associates, Inc., (“the Engineer”) to compensate the Engineer for additional engineering work as requested by County for the Singleton Boulevard Project 91-881 in the City of Dallas and Road and Bridge District Number 3 and 4.

II EFFECT OF MODIFICATION:

By execution of this Modification to the Scope of Services No. 1, the Original Contract as approved by Dallas County Commissioners Court Order 99-1429 is amended hereby with respect to the sections described below. No other sections, provisions, clauses, or conditions of the contract are waived or changed hereby, and they shall remain in full force and effect throughout the term of the Original Contract and any duly authorized extensions.

III AMENDED PROVISIONS:

A. Section I. of the contract is amended by adding the following additional services to be performed by the Engineer:

1. Right of Way Surveying and right of way documentation work as more fully described in Exhibit A attached hereto and incorporated for all purposes.

2. Off-Site Drainage Culverts at Topeka Street includes design and preparation of Plan, Specifications and Estimates for an additional 3x12’x9’ box culvert to augment the existing double 10’x7’ box culvert.
3. Amenities Design includes design of features to enhance Singleton Boulevard such as special pavers, planting and irrigation, graphics, signage and street furniture.

B. Section II of the Contract is amended by deleting Clause 24 in its entirety and substituting the following:

24. Schedule of fees for this Agreement:
   Basic Engineering Fee $221,810.00
   Maximum Special Services Fee $ 85,900.00
   Including all Prior Amendments
   Additional Compensation for Scope Increase No. 1 $152,960.00
   Maximum Total Fee (Basic Plus Specials) $460,670.00

IN WITNESS WHEREOF, by the signatures below of the duly authorized agents of the County of Dallas, Texas, and APM and Associates, Inc., do hereby agree to append this Modification No. 1 to the Scope of Services in order to increase the scope of requested services in the amount of $152,960.00 to the original contract between said parties, dated August 3, 1999 thus increasing the total contract amount to Four Hundred Sixty Thousand, Six Hundred Seventy and no hundredths ($460,670.00) Dollars.

Executed this ______ day of ______________________, 2001.

COUNTY OF DALLAS

BY: __________________________________________
Lee F. Jackson
County Judge

ENGINEER: APM & ASSOCIATES, INC.

BY: __________________________________________
Aris C. Olabimtan, P.E.
President

APPROVED AS TO FORM:

John B. Dahill, Advisory Chief,
Assistant District Attorney
Mr. Irvin S. Griffith, P.E.
Senior Project Manager
Dallas County Public Works
411 Elm Street, 4th Floor
Dallas, Texas 75202

Re: Singleton Boulevard Project 91-881
(Hampton Road to Canada Drive)
Fee Proposal for Contract Amendment No. 1

Dear Mr. Griffith:

We are pleased to submit this fee proposal for Amendment No. 1 to the contract for engineering services for reconstruction of Singleton Boulevard from Hampton Road to Canada Drive by Court Order 99-1429, dated August 3, 1999. We request compensation for the additional services as a fixed fee in the amount of One Hundred Fifty Two Thousand, Nine Hundred and Sixty Dollars ($152,960). Justification and scope of the additional work are as follows:

1. Right-of-Way Surveying

This involves additional work to prepare the right-of-way documents to meet current Dallas County requirements. Our initial proposal was to complete the right-of-way documents prepared under the previous contract and to address review comments by the County. We relied on the fee proposal to us by Landata Field Services - the surveying firm that prepared the original documents as a subconsultant on the previous contract. Landata later reneged on its obligations and APM was forced to retain another surveying firm, ANA Consultant, to do the work.

Upon commencing the work, ANA notified us of discrepancies encountered in the field, in that right-of-way descriptions were not matching with iron rods found. APM authorized ANA to disregard the previous work and re-establish the existing right-of-way. Consequently, a new right-of-way map was developed and the centerline revised accordingly. The centerline at some locations was off by as much as six (6) feet.

After the County's review of the preliminary right-of-way documents, the County asked that adjacent parcels owned by the same individual be combined into one document, contrary to earlier instructions and the County's right-of-way guideline which states "wherever there is multiple property lines, with the same owner, there should be separate parcel numbers". In addition, the County has requested that easements for driveway adjustments be shown in the right-of-way take exhibits and that sketches be prepared where right-of-way takes are not needed.
2. Off-Site Drainage Culverts at Topeka Street

As part of the initial contract, APM performed hydraulic study of the drainage area contributing storm flow to the existing double 10x7 culvert that crosses Singleton Boulevard at Topeka Street. The purpose was to determine the capacity required to handle the 100-year flood so that the County could construct additional box culverts across Singleton Boulevard. This way, future improvements by the City would not require digging-up Singleton. Additional work required is design and preparation of Plan, Specifications and Estimates (PS&E) for the 3- 12x9 box culverts to augment the existing double 10x7 culvert, as recommended in our study and approved by the City of Dallas.

**Fee Proposal:** Lump Sum $25,000.

3. Amenities Design

The City of Dallas has set aside $1.0 million for roadway amenities to enhance Singleton Boulevard within the project limits. The amenities will address features including special pavers, planting and irrigation, graphics, signage and street furniture. APM has been involved with development of the amenities package from schematic to development phase and in public presentation of alternatives, although this was not included in the initial scope of work for APM. At the County's request, APM retained the services of a landscape architect to assist in the work. This fee will recoup some of that cost and continue work efforts through the PS&E phase. The scope and basis of our fee proposal are as follows:

**Scope of Amenities Design Services:**

1. Prepare final construction documents for hardscape architectural items:
   a. Sidewalk special paving plans.
   b. Tree drainage plans.
   c. Vilibg Street sidewalk paving and berming plan.
   d. Construction details.
2. Prepare final construction documents for the softscape items:
   a. Planting plans for the project, including locations and identification of all plant materials and plant list showing quantities, sizes, varieties and conditions of materials.
   b. Irrigation plans.
   c. Street furniture, associated graphics and signage.
   d. Planting, irrigation and related details.
   e. Technical specifications for softscape elements.

3. This fee does not include services during bidding and construction phases.

Fee Proposal: Lump Sum $80,000.

Summary of Additional Services Fee:

1. Right-of-Way Surveying $47,960
2. Off-Site Drainage Culverts at Topeka Street $25,000
3. Amenities Design $80,000
   Total $152,960

We hope that you find this satisfactory for your processing.

Sincerely,

Afisu C. Olabimtan, P.E.
President

ACO/sb
**Singleton Boulevard - Hampton Road to Canada Drive (Project No. 91-881)**
Attachment to Fee Proposal for Contract Amendment No. 1

**"MANHOUR ESTIMATE BY TASK"**

1. **Offsite Drainage Culvert at Topeka Street:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>20</td>
<td>$119.00/hr</td>
<td>$2,380</td>
</tr>
<tr>
<td>Senior Design Engineer</td>
<td>40</td>
<td>$90.00/hr</td>
<td>$3,600</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>80</td>
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<td>$5,200</td>
</tr>
<tr>
<td>CADD/Technician</td>
<td>200</td>
<td>$50.00/hr</td>
<td>$10,000</td>
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<tr>
<td>Clerical</td>
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<td>$350</td>
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<td>(Printing, Reproduction, etc.)</td>
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<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$25,000</strong></td>
</tr>
</tbody>
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2. **Amenities:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Hours</th>
<th>Rate</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>100</td>
<td>$119.00/hr</td>
<td>$11,900</td>
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<tr>
<td>Landscape Architect</td>
<td>220</td>
<td>$100.00/hr</td>
<td>$22,000</td>
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<tr>
<td>Senior Design Engineer</td>
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<td>$90.00/hr</td>
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<td>Design Engineer</td>
<td>160</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$80,000</strong></td>
</tr>
</tbody>
</table>
Date: October 3, 2001
To: Commissioners Court
From: John Hennessey
MIS Director
Subject: ACS Contract Extension

Background

ACS verbally made an initial offer to the county for $1,000,000 if the county would extend the current contract for one year. A request to have the offer submitted in writing to the county resulted in the attached letter dated September 10, 2001 from Mr. Michael McKenzie, President of ACS State and Local Services, in which 2 options are presented. Essentially the offer is reduced to a $500,000 credit for a one year extension and a subsequent $500,000 credit yearly for each year following the initial extension. The existing contract base amount, COLA and SER costs would be rolled into one figure with future increases of 3% of the new total amount. See the attached document titled “ACS Contract Analysis for FY00 through FY04” for details on the financial impact.

Discussions with Mr. John Nero of ACS have determined that the $500,000 price reduction could be a credit against the existing amounts due or taken in cash to be best used as determined by the county. This clarification does not yet exist in written form. Further discussions with Mr. Nero indicate that ACS is open to alternatives and options as suggested by the county. Again this was expressed verbally by Mr. Nero.

The county has proceeded with its IT Outsourcing RFP process. An RFP has been developed and briefed to Commissioners Court on September 25, 2001. The RFP was placed on the October 2, 2001 Formal Agenda for action. ACS hand delivered a letter at 7:05 am Tuesday October 2, 2001 to Mr. Allen Clemson. A copy of the letter dated October 1, 2001 from Mr. Michael McKenzie, President of ACS State and Local Services, is attached. The IT Outsourcing RFP was removed from the October 2, 2001 Formal Agenda during actions taken in Formal Session.
In the ACS letter dated October 1, 2001 ACS has placed an expiration date and time on the original offer outlined in the September 10, 2001 letter. The offer is good until midnight October 11, 2001. A letter of intent from the county to ACS is necessary to indicate county acceptance of the offer should the county be interested. If the county does not accept the offer by the deadline, ACS indicates that it will respond to the IT Outsourcing RFP as subsequently issued by the county.

If the county accepts the offer, then ACS and the county would negotiate the terms and conditions of the offer as outlined in the ACS letter dated September 10, 2001. Acceptance of the offer would stop the county’s issuance of the RFP and then require the county to negotiate the terms and conditions with ACS after acceptance. Negotiation should occur prior to acceptance.

**Financial Impact**

If the offer is cash, then the $500,000 amount potentially represents 5-6 technical staff positions. As a credit, the amount could be used to reduce the existing IT Services budget. There are certainly other areas of the county where the $500,000 offer could possibly be utilized. The value of those opportunities is difficult to measure. The amount of the contract increase in FY03, should the county accept the offer, is $319,937.

The only way to truly assess the value of the $500,000 offer is in the context of a competitive bidding environment where the value of the ACS offer can be measured against what other vendors would charge to provide the same level of IT services currently provided by ACS.

**Recommendation**

While there are no savings/pricing guarantees in the RFP process, there is every reason to believe that savings equivalent to the ACS offer can be obtained via the RFP process for the equivalent services and service levels that ACS now provides. It is recommended that the county continue with the IT Outsourcing RFP process.
September 10, 2001

Court Administrator Allen Clemson
Dallas County
500 Elm Street
Dallas, Texas 75202

Dear Mr. Clemson:

I would like to thank you all for allowing ACS to present Dallas County with two outsourcing contract extension options for your review and consideration. Each option, we believe, presents financial benefits for Dallas County, which can be effective during your FY02 budget term.

During the FY2001 Budget Cycle, Dallas County requested that all County Departments reduce their costs by 5% to help fund needed pay increases for County employees. While ACS is not officially a Dallas County department, we contributed to this cause by reducing our Service Enhancement Request charges to the County by 5%. In this FY2002 Budget Cycle, we repeated this 5% reduction.

An unexpected revenue shortfall once again finds Dallas County in need of financial relief to meet the growing costs of running the County's business. With this in mind, and in an effort to demonstrate our continued commitment to this partnership, ACS is presenting this proposal to provide additional cost savings to Dallas County.

**OPTION 1:**

For a one-year extension of the current ACS contracts, ACS will reduce the price by $500,000. This $500,000 will be credited to Dallas County in July of 2002. In the new contract extension year, Dallas County agrees to pay its original 2002 contractual amounts as identified in its base contract and SER plus a 3% COLA.

**OPTION 2:**

In addition to the first year extension, ACS is willing to extend this same $500,000 credit to Dallas County for each subsequent year it wishes to exercise this option. Again, for each year of the extension after the first, ACS would charge Dallas County its original 2002 contract price adding only a 3% COLA per year.

In both options, ACS agrees not to drop services from their current levels and will continue working on developing a solid partnership. All terms and conditions of the above options would be negotiated upon the County's desire to proceed.

Please feel free to contact John Nero, Dallas ACS Account Executive, Jack Bonacci, VP Operations or myself should you have any questions or need clarification.

Respectfully yours,

Michael F. McKenzie
President - State & Local Services

214.584.5812 • 214.584.5879 (Fax)
mike_mckenzie@acs-inc.com
2829 North Haskell • Dallas, Texas 75204
October 1, 2001

Court Administrator Allen Clemson
Dallas County
500 Elm Street
Dallas, Texas 75202

Dear Court Administrator Clemson:

I would like to take this occasion to once again thank you for allowing ACS the opportunity to provide Dallas County with a contract extension option. We presented a proposal that would provide additional cost savings to Dallas County of $500,000 per year for each year that the current contract is extended, with the first reduction coming in your new fiscal year.

We believed that the County would consider our proposal prior to the release of its IT Outsourcing RFP, to ensure the integrity of protocol. In that light, I would like to suggest that the County postpone the release of the RFP until after you have had the opportunity to discuss our offer. The County’s schedule calls for the release of the RFP on October 3, 2002 and our offer to be discussed on October 9th. If the RFP is released on the 3rd, it may be difficult for the County to stop the process in mid-stream, and take advantage of our offer.

Regardless of whether or not the dates can be changed, because there will be a significant investment made on ACS’ behalf to respond to the RFP, ACS is willing to extend its offer as outlined in my letter to you on September 11, 2002, until midnight October 11th. This should allow Dallas County time to discuss our offer and decide whether or not you would like to accept it.

Upon completion of your discussions, if you wish to move forward with our proposal, ACS needs a Letter of Intent by October 11th. If you do not choose to accept our extension proposal within the allotted time frame, ACS will look forward to responding to Dallas County’s Outsourcing RFP. We intend to respond with a very competitive bid and will look forward to working hard to earn your trust, confidence and business.

If you should have any questions regarding this matter, please feel free to contact John Nero, Dallas ACS Account Executive, Jack Bonacci, VP Operations, or myself.

Respectfully yours,

Michael F. McKenzie
President - State & Local Services

214.584.5812 • 214.584.5879 (Fax)
mike_mckenzie@acs-inc.com
2828 North Haskell • Dallas, Texas 75204
## ACS Contract Analysis for FY00 through FY04

<table>
<thead>
<tr>
<th></th>
<th>FY00</th>
<th>FY01</th>
<th>FY02 Pct Increase</th>
<th>FY02</th>
<th>FY03 Pct Increase</th>
<th>FY03</th>
<th>FY04 Pct Increase</th>
<th>FY04</th>
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</thead>
<tbody>
<tr>
<td>Base contract</td>
<td>$5,100,000</td>
<td>$5,100,000</td>
<td>0%</td>
<td>$5,100,000</td>
<td>0%</td>
<td>$5,100,000</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>COLA</td>
<td>$1,128,000</td>
<td>$1,314,914</td>
<td>17%</td>
<td>$1,507,362</td>
<td>15%</td>
<td>$1,507,362</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$6,228,000</td>
<td>$6,414,914</td>
<td>3%</td>
<td>$6,607,362</td>
<td>3%</td>
<td>$6,805,583</td>
<td>3%</td>
<td>$7,009,750</td>
</tr>
<tr>
<td>Credit</td>
<td>-$64,000</td>
<td>-$110,000</td>
<td></td>
<td>-$110,000</td>
<td></td>
<td>-$110,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total less credit</strong></td>
<td>$6,164,000</td>
<td>$6,304,914</td>
<td>2%</td>
<td>$6,497,362</td>
<td>3%</td>
<td>$6,695,583</td>
<td>3%</td>
<td>$6,899,750</td>
</tr>
<tr>
<td>Network SER</td>
<td>$1,335,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planned</td>
<td>$1,469,029</td>
<td>10%</td>
<td>$1,615,713</td>
<td>10%</td>
<td>$1,664,184</td>
<td>8%</td>
<td>$1,714,110</td>
<td>3%</td>
</tr>
<tr>
<td>Approved</td>
<td>$1,402,255</td>
<td>5%</td>
<td>$1,542,468</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$7,499,000</td>
<td>$7,707,169</td>
<td>3%</td>
<td>$8,039,830</td>
<td>4%</td>
<td>$8,359,767</td>
<td>4%</td>
<td>$8,613,860</td>
</tr>
<tr>
<td>Dollar amount of increase</td>
<td>$208,169</td>
<td>$332,661</td>
<td></td>
<td>$319,937</td>
<td></td>
<td>$254,093</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Date: October 3, 2001
To: Commissioners Court
From: John Hennessey
MIS Director
Subject: ACS Infrastructure Offer

Background

ACS has submitted an offer of $250,000 to the county to be used for Information Technology Infrastructure needs. The original offer restricted the usage of funds to hardware and software only. Dialog and negotiations with ACS will allow the county to use up to 50% of the funds for purchasing services such as Oracle support should those services be needed for end of year processing or reduction of the Oracle work requests.

Two options have been developed in collaboration with ACS. Those options are presented in the attached memo from John Nero.

Financial

The amount of the offer would fund up to $250,000 of infrastructure (network) improvements. Some of the improvements have been submitted as PIRs to Governance as part of the budget process.

Recommendation

Should the Commissioners Court accept the offer of $250,000 from ACS for IT Infrastructure needs, it is recommended that the funds be expended based on the Option 2 scenario of the attached memo.
MEMORANDUM

DATE: September 11, 2001
TO: John Hennessey,
MIS Director
FROM: John Nero
SUBJECT: Network Infrastructure Upgrade Fund

As Dallas County’s computing needs have continued to expand over the years, new requirements for the network infrastructure have also expanded. This growth, combined with the aging and obsolescence of the older hardware components in the network, is placing a financial burden on the County to keep pace. With this in mind, ACS is pleased to offer Dallas County a Network Infrastructure Upgrade Fund in the amount of $250,000 to help meet the expanding needs of the County in this critical area.

ACS has developed two options for using the Funds for your review and consideration. Each option, we believe, provides immediate and long-term benefits to the County.

Option 1:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Core Switches</td>
<td>$130,000</td>
</tr>
<tr>
<td>GroupWise Upgrade to Version 6.0</td>
<td>45,000</td>
</tr>
<tr>
<td>Network Troubleshooting Tools and Training</td>
<td>18,000</td>
</tr>
<tr>
<td>Server and Network Test Lab</td>
<td>10,000</td>
</tr>
<tr>
<td>Server Cabinets</td>
<td>12,000</td>
</tr>
<tr>
<td>Network Attached Storage Devices</td>
<td>30,000</td>
</tr>
</tbody>
</table>

The items in Option 1 would upgrade the hardware backbone of the County’s core network, implement a Network Management System, and upgrade the County’s email software to the current release.

Option 2:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Network Core Switches</td>
<td>$130,000</td>
</tr>
<tr>
<td>Oracle Programming Support</td>
<td>75,000</td>
</tr>
<tr>
<td>GroupWise Upgrade to Version 6.0</td>
<td>45,000</td>
</tr>
</tbody>
</table>

In Option 2, some of the Funding would provide substantial benefit to the County if used to greatly reduce the programming backlog in Oracle Financials. Some of these items are critical to year-end activities and must be completed within the next few weeks/months.

These options are presented for your consideration. However, if you have any other suggestions, we would be happy to discuss them with you at your convenience.

Sincerely,

John Nero
ACS, Account Executive
October 9, 2001

TO: Commissioners Court

FROM: Bernard Blanton

THROUGH: Dan Savage

SUBJECT: Seventh Floor Expansion to the Sixth Floor Museum

Due to the time constraint for project completion (February 1, 2002), it is requested that this issue be briefed to Commissioners Court and formally approved on the same day in order to issue a notice to proceed to the contractor as soon as possible.
TO: Commissioners Court
FROM: Bernard E. Blanton
THROUGH: Dan Savage, Assistant Administrator for Operations
Jeff West, Executive Director, Historical Foundation
SUBJECT: Seventh Floor Expansion to the Sixth Floor Museum

BACKGROUND:
Court Order No. 2001-1622, August 28, 2001, directed the Dallas County Purchasing Agent to give lawful notice to prospective bidders by advertising for construction bids.

IMPACT/OPERATION: On September 27, 2001, 2:00 P.M., the construction bids were opened and read aloud with the following General Contractors having submitted a base bid with seven alternates added for a total bid submittal.

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilbert May, Inc.</td>
<td>$1,681,080.00</td>
</tr>
<tr>
<td>Vaughn Construction, Inc.</td>
<td>1,798,000.00</td>
</tr>
<tr>
<td>Stillwell Building Systems</td>
<td>1,801,375.00</td>
</tr>
<tr>
<td>Mart. Inc.</td>
<td>1,815,300.00</td>
</tr>
<tr>
<td>Songer Construction, Inc.</td>
<td>1,824,000.00</td>
</tr>
</tbody>
</table>

(See attached Bid Tabulation Sheet)

The Seventh Floor Expansion to the Sixth Floor Museum will include additional gallery space, a gift shop, a connective stairway between the 6th and 7th floors, a staging area, restroom facilities, storage and accommodating display lighting, necessary electrical/mechanical/plumbing work to complete the museum project.

The Contractor Selection Committee with representatives from The Sixth Floor Museum, Cunningham Architects, Inc., Dallas County Administration, Dallas County Engineering & Project Management has reviewed all submittals included in the competitive bids and evaluated each General Contractor based upon the following Contractor Selection Criteria as noted in the construction documents:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>0 to 50</td>
</tr>
<tr>
<td>Relevant Experience</td>
<td>0 to 15</td>
</tr>
<tr>
<td>Project Schedule</td>
<td>0 to 10</td>
</tr>
<tr>
<td>References</td>
<td>0 to 10</td>
</tr>
<tr>
<td>M/WBE</td>
<td>0 to 15</td>
</tr>
</tbody>
</table>
Contractors failing to submit the required documentation or information as instructed in the bid documents with their sealed bid received zero points for that particular category in the evaluation process. (See the attached Contractor Selection Criteria, Tabulation Sheet).

LEGAL: This work advertised in strict accords with all Dallas County Regulations and Policy.

M/WBE INFORMATION: The M/WBE Coordinator's review is attached.

FINANCIAL IMPACT: Funding for the Seventh Floor Expansion will be from the Major Capital Improvement Budget FY2002.

RECOMMENDATION: The Contractor Selection Committee recommends that the Dallas County Commissioners Court authorize the award of a construction contract in the amount of $1,801,375.00 with Stillwell Building Systems to perform the work required for the Seventh Floor Expansion to the Sixth Floor Museum, Bid No. 2001-147-908.

Approved by: [signature]

Dan Savage, Assistant Administrator for Operations
## SIXTH FLOOR MUSEUM
### SEVENTH FLOOR EXPANSION
### 411 ELM STREET • DALLAS, TEXAS 75202
### BID NO. 2001-147-908

**September 27, 2001 @ 2:00 p.m.**  
**BID TABULATION**

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>BID</th>
<th>ADD</th>
<th>TOTAL</th>
<th>BASE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>BOND</td>
<td>FORMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualification Statement</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td><strong>Gilbert May</strong></td>
<td>Y</td>
<td>Y</td>
<td>N*</td>
<td>Y</td>
</tr>
<tr>
<td><strong>Vaughan Construction</strong></td>
<td>Y</td>
<td>Y</td>
<td>N*</td>
<td>Y</td>
</tr>
<tr>
<td><strong>Stillwell Building Systems</strong></td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td><strong>Mart, Inc.</strong></td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
<tr>
<td><strong>Songer Construction</strong></td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
</tr>
</tbody>
</table>

* Contractor Qualification Statement not provided prior to or at time of Bid Opening*
The following criteria was used to evaluate competitive bids received for this project:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Gilbert May</th>
<th>Vaughan</th>
<th>SBS</th>
<th>Mart</th>
<th>Songer</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Price</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>0 to 50 points</td>
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<td>35.0</td>
<td>30.0</td>
<td>25.0</td>
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<tr>
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<td>40.0</td>
<td>35.0</td>
<td>30.0</td>
</tr>
<tr>
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<td>44.8</td>
<td>42.7</td>
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<td>B. Relevant Experience</td>
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<td></td>
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<tr>
<td>0 to 15 points</td>
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<td>13.0</td>
<td>15.0</td>
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<tr>
<td></td>
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<td>13.0</td>
<td>15.0</td>
<td>10.0</td>
</tr>
<tr>
<td>Average Score</td>
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<td>0.0</td>
<td>12.6</td>
<td>13.0</td>
<td>8.0</td>
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<tr>
<td>C. Project Schedule</td>
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<td></td>
</tr>
<tr>
<td>0 to 10 points</td>
<td>0.0</td>
<td>0.0</td>
<td>6.0</td>
<td>10.0</td>
<td>8.0</td>
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<tr>
<td></td>
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<td>10.0</td>
<td>8.0</td>
<td>10.0</td>
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<tr>
<td></td>
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<td>9.0</td>
<td>8.0</td>
</tr>
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<td>7.0</td>
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<td>7.5</td>
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<td>5.0</td>
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<tr>
<td>Average Score</td>
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<td>0.0</td>
<td>7.5</td>
<td>8.8</td>
<td>7.2</td>
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<tr>
<td>D. References</td>
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</tr>
<tr>
<td>0 to 10 points</td>
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<td>0.0</td>
<td>10.0</td>
<td>10.0</td>
<td>10.0</td>
</tr>
<tr>
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<td>8.0</td>
<td>6.0</td>
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<tr>
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<td>10.0</td>
<td>10.0</td>
<td>9.0</td>
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<tr>
<td></td>
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<td>10.0</td>
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<td>Subtotal</td>
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<td>E. M/WBE</td>
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<tr>
<td>0 to 15 points</td>
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<td>9.0</td>
<td>9.0</td>
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<td>Grand Total</td>
<td>58.6</td>
<td>53.8</td>
<td>81.8</td>
<td>74.6</td>
<td>71.3</td>
</tr>
</tbody>
</table>
MEMORANDUM

DATE: October 1, 2001

TO: J. Allen Clemson, Court Administrator

FROM: Irvin Hicks, Coordinator - Minority Affairs

SUBJECT: M/WBE Review of RFP# 2001-147-908 (Seventh Floor Expansion - Sixth Floor Museum) (Management Summary)

The following is a synopsis of the subject narrative:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Points</th>
<th>Submission of EEO1 Docs (?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stillwell Building Systems, Inc.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Songer Construction, Inc.</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Mart, Incorporated</td>
<td>3</td>
<td>Y</td>
</tr>
<tr>
<td>Gilbert May, Inc. (Gilbert/May)</td>
<td>9</td>
<td>Y</td>
</tr>
<tr>
<td>Vaughan Construction, Inc.</td>
<td>9</td>
<td>Y</td>
</tr>
</tbody>
</table>

509 Main Street Suite 613 Dallas, Texas 75202
**MEMORANDUM**

**DATE:** October 1, 2001  
**TO:** Bernie Blanton  
Engineering/Project Management  
**FROM:** Irvin Hicks,  
Coordinator - Minority Affairs  
**SUBJECT:** M/WBE Review of Bid# 2001-147-908 (Seventh Floor Expansion - Sixth Floor Museum)

Bernie,

Listed below is an analysis of the subject bid/RFP:

**Stillwell Building Systems, Inc.**
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vaughan Construction</td>
<td>2,948</td>
</tr>
<tr>
<td>Germaine Masonry</td>
<td>9,500</td>
</tr>
<tr>
<td>Fox Electric Ltd.</td>
<td>295,000</td>
</tr>
</tbody>
</table>

Points  
- 0 Certified (NCTRCA) minority prime contractor  
- 3 EEO policy compliance  
- 6 Utilization of (other) certified minority vendors  
- 9

**Songer Construction, Inc.**
This firm will perform the required duties utilizing internal staff as well as with the services of the following certified (NCTRCA) vendor:

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trevino Mechanical</td>
<td>600,000</td>
</tr>
</tbody>
</table>

Points  
- 0 Certified (NCTRCA) minority prime contractor  
- 3 EEO policy compliance  
- 6 Utilization of (other) certified minority vendors  
- 9
Mart, Inc.
This firm will perform the required duties utilizing internal staff.

Points
0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
0 Utilization of (other) certified minority vendors
--
3

Gilbert May, Inc. DBA Phillips/May Corp.
This firm will perform the required duties utilizing internal staff.

Points
0 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
6 Utilization of (other) certified minority vendors
--
9

Vaughan Construction, Inc.
This firm will perform the required duties utilizing internal staff.

Points
6 Certified (NCTRCA) minority prime contractor
3 EEO policy compliance
0 Utilization of (other) certified minority vendors
--
9
October 9, 2001

TO: Commissioners Court
FROM: Bernard E. Blanton
THROUGH: Dan Savage, Assistant Administrator for Operations
SUBJECT: Refrigerated Cooler Wall Repairs – Lew Sterrett Justice Center

BACKGROUND: Gilbert May, Inc. completed the Additional Remote Refrigeration Project construction contract on March 17, 2000. Due to the heavy traffic in the interior of the cooler at the Lew Sterrett Kitchen, the walls of this food storage area have sustained considerable damage and require repair. The installing contractor is deemed to be the only contractor that can perform these repairs based on knowledge of the system and relationship to the manufacturer.

IMPACT/OPERATIONS: Request authorization to declare these repairs as sole source and to issue a Purchase Order to Phillips/May Corporation d/b/a Gilbert May, Inc. for the repair of Lew Sterrett Kitchen refrigerated cooler walls. This work shall be accomplished with the aid of the regional service office, RSI from Refrigerator Manufacturers, Inc. providing the supervision and P/MC the labor to complete the work. (See Attachment) This work was not covered under the warranty.

LEGAL: N/A

M/WBE INFORMATION: N/A

FINANCIAL IMPACT: The proposed fixed cost is based on the number of days required to complete the work:

- $15,588.24 for three days of work
- $19,072.40 for five days of work

Funds are available for this work from excess funds remaining from those allocated for the replacement of the roof of the John Neely Bryan Cabin in Fund 126.2001 (Permanent Improvements, FY2001).

RECOMMENDATION: Engineering & Project Management recommends that the Commissioners Court authorize the repair of the Lew Sterrett Justice Center walk in cooler as a sole source, waiving the sealed bid requirement for items over $15,000 and issue a Purchase Order to Phillips/May Corporation to complete the refrigerated cooler wall repairs in an amount not to exceed $19,072.42.

APPROVED BY:

Dan Savage, Assistant Administrator for Operations
Via Fax (214/853-6729) & Mail

July 26, 2001

Mr. Bernard Blanton
Dallas County Engineering & Project Mgmt.
George L. Allen Sr. Courts Building
600 Commerce Street, 9th Floor
Dallas, Texas 75202

Re: Lew Sterrett Justice Center Cooler Wall Repair

Dear Mr. Blanton:

As discussed last week, we have researched the cost of making repairs to the walls of the cooler.

The attached cost breakdowns represent the minimum cost to be anticipated and the maximum cost to be anticipated.

We propose to perform the work in question utilizing a composite crew made up from the local authorized installation crew and our personnel. The work would be done on a time and material basis utilizing the unit prices shown in the cost breakdown.

In that there is admittedly a question as to the utilization of the system in the facility, as well as a question of abuse of the system, we cannot guarantee that the problems will not reoccur.

In that the school construction program in the area is extremely active, the key personnel of the authorized installer will not be available until after September 17, 2001.

We trust that all the information that you may require is included. However, please be sure to contact us in connection with any questions or clarifications.

Respectfully submitted,

PHILLIPS/MAY CORPORATION

Gilbert L. Phillips
Vice President

cc: Oscar Oaxaca, P/MC
COST PROPOSAL
LEW STERRETT JUSTICE CENTER
COOLER WALL REPAIR

COST BASED ON 3 DAY FIX

<table>
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<th>Company</th>
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<th>Rate/Hr.</th>
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<tr>
<td>PM/C</td>
<td>Helper</td>
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<td>24</td>
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<tr>
<td>PM/C</td>
<td>Helper</td>
<td>$21.38</td>
<td>24</td>
<td>$513.12</td>
</tr>
</tbody>
</table>

Material
- $5" x 5" Stainless Steel Angle: 1 ea x $6,800.00 = $6,800.00
- Anchor Bolts: 1 ea x $1,100.00 = $1,100.00
- Misc. Material: 1 ea x $550.00 = $550.00

Total Material: $8,250.00

Equipment
- Hydraulic Jacks (4 ea): 4 sets x $335.50 = $1,342.00
- Misc. small tools: 1 set x $770.00 = $770.00

Total Equipment: $2,112.00

TOTAL: $15,588.24

COST BASED ON 5 DAY FIX

<table>
<thead>
<tr>
<th>Company</th>
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Material
- $5" x 5" Stainless Steel Angle: 1 ea x $6,800.00 = $6,800.00
- Anchor Bolts: 1 ea x $1,100.00 = $1,100.00
- Misc. Material: 1 ea x $550.00 = $550.00

Total Material: $8,250.00

Equipment
- Hydraulic Jacks (4 ea): 4 sets x $335.50 = $1,342.00
- Misc. small tools: 1 set x $770.00 = $770.00

Total Equipment: $2,112.00

TOTAL: $19,072.40
MEMORANDUM

TO: The Honorable Commissioners Court
FROM: Shirley Rapp, Purchasing Analyst
SUBJECT: Contract Extension
Auctioneering Services, RFP No. 99-228-149

BACKGROUND/ISSUE

The Commissioners Court awarded a contract for Auctioneering Services, RFP No. 99-228-149, on October 26, 1999 to Lone Star Auctioneers, Inc. for the period October 26, 1999 through October 25, 2000 with four additional one year options to extend. The contract was extended by Court Order 2000-2256 on November 7, 2000 for the first extension option through October 25, 2001.

Lone Star Auctioneers, Inc. has agreed to extend the current contract for an additional one year period under the original terms and conditions. Should the Court concur, Lone Star Auctioneers offers the additional services:

- Online auction services to include absentee bids for live auctions.
- Ability for Dallas County to include equipment and surplus with other area city and county agency auctions.

Lone Star Auctioneers, Inc. will continue to complete the auction for a variable percentage based on the total amount received. Percentage rates are as follows:

- 10% - Vehicles and Heavy Equipment
- 10% - Confiscated Items
- 15% - Office Equipment and Furniture

FINANCIAL IMPACT

The County has successfully completed two auctions during the first two years of the contract with Lone Star Auctioneers, Inc. Total proceeds for the auctions were $232,252.50 for 1999 and $159,547 for 2000. An auction is scheduled for December 6, 2001 to dispose of surplus vehicles, equipment and property.

RECOMMENDATION

The Purchasing Department recommends the second of four one year extension options be authorized for RFP 99-228-149, Auctioneering Services. The contract will be extended for the period October 26, 2001 through October 25, 2002.

Should the Court concur with the recommendation, a court order will be scheduled for the next formal agenda.

RECOMMENDED FOR APPROVAL:

Phillip J. Vasquez, Purchasing Agent
Ms. Shirley Rapp, Dallas Co. Purchasing
500 Main
6th Floor, Room 623
Dallas, Tx 75202

SUBJECT: Contract Renewal, Solicitation No. 99-228-149

Dear Ms. Rapp:

Regarding the contract for Auctioneering Services our firm has with Dallas County, we hereby express our intent to renew. The contract was awarded on October 26, 1999, and we look forward to providing auctioneering services for Dallas County from October 27, 2001 through October 26, 2002, at the same commission rate and with the same duties and responsibilities.

Please contact us soon with potential dates for this year’s auction. We look forward to working together with the Dallas County Purchasing Staff. Call if we may be of any assistance.

Sincerely,

Marilyn K. Burgess
Lone Star Auctioneers, Inc.
Marilyn K. Burgess
October 9, 2001

To: Commissioners Court

From: J. Allen Clemson, Administrator

Subject: Contract for Adult/Juvenile Detention Health Services

BACKGROUND OF ISSUES

The Commissioners Court approved on July 3, 2001 investigating the opportunity of entering into an Interlocal Agreement for Adult and Juvenile Detention Health Services with the University of Texas Tech Health Science Center (TTUHSC) and the University of Texas Medical Branch (UTMB) at Galveston. The Commissioners Court was provided a copy of a Scope of Service for Adult and Juvenile Health Care along with an outline of the process that would be used to select the most qualified service provider. Each medical service provider was informed during the preliminary interview, tours and final interview that the County would contractually require the continuation of the current level of care, the same or better psychiatric formulary, as well as where possible providing employment opportunities to our current workforce.

The process that was approved on July 3, 2001 was for UTMB at Galveston and TTUHSC to receive the Scope of Service, tour facilities and submit Statements of Qualification to be followed by interviews with an evaluation committee. After the conclusion of the interview process, the Commissioners Court was to be provided with a recommendation of the most qualified service provider, with a request to authorize negotiations of service levels and fees for the Turnkey Adult/Juvenile Detention Medical Services.

CALENDARS OF ACTIVITIES

<table>
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<tr>
<th>Activities</th>
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<tr>
<td>Scope of Services and Selection processes</td>
<td>July 3, 2001</td>
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<td>approved by Commissioners Court</td>
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• Scope of Services forwarded to Medical Schools July 17, 2001

• Tours July 31, 2001
  UTMB at Galveston
  Texas Tech August 1, 2001

• Proposals received from UTMB at Galveston August 17, 2001
  and TTUHSC

• Interviews September 5, 2001

• Recommendation to Commissioners Court October 9, 2001

The purpose of this briefing is to provide the Commissioners Court with the results of the interviews and the evaluation of service providers and recommend proceeding to the next phase of developing a Turnkey Service Level Agreement and Pricing. Once service levels and pricing have been determined, they will be compared to our current cost and service levels provided by Dallas County Health and Human Services.

INTERVIEWS

UTMB at Galveston and TTUHSC submitted their qualifications that outlined their experience, interest and general approach to providing Dallas County with Adult and Juvenile Detention Medical Services. Staff from the County and Dallas County Hospital District interviewed both medical service providers, and completed a standard evaluation. Both schools were found to be excellent service providers. The evaluation committee unanimously selected UTMB at Galveston as its primary service provider. The basis for this recommendation was

• Greater level of experience

• Currently provide medical care and services to 4,000 TDC inmates in Dallas County

• Electronic medical record system, will reduce duplication of testing at Parkland Hospital

• A highly advanced telemedicine program with a commitment to implementation in Dallas County’s institutions

• Integration of Utilization Review, electronic medical records and telemedicine offers opportunities for increased service at a reduced cost
Pharmacy volume surpasses Parkland Memorial Hospital and offers an opportunity for improved service at a lower cost.

Attachment A and B are copies of the presentation provided by TTUHSC and UTMB at Galveston. A complete copy of their statements of qualification is available upon request.

The seven evaluators were Nina McIntosh, Vice President of Ambulatory Services for Parkland Health and Hospital System; Dr. Sam Ross, Senior Vice President of Ambulatory Services for Parkland Health and Hospital System; Marta Balleste, Deputy Director for Dallas County Juvenile Department Institutions; Chief Deputy Sheriff, Danny Chandler; Captain Mona Birdwell; Ryan Brown, Director of Budget and Evaluation; and Allen Clemson, Commissioners Court Administrator.

The Health and Human Services Department participated in the development of the Scope of Services and tours, but declined to participate in the final interview and evaluation process.

Each evaluator rated the two proposals after the interview process was complete. The minority women business enterprise score was prepared by Dallas County's Minority Women Business Enterprise Coordinator, Irvin Hicks. Each of the individual evaluation and the composite scores rated UTMB at Galveston as the preferred service provider.

SERVICE NEGOTIATION PROCESS

Once approved by the Commissioners Court the next phase will be for Dallas County Hospital District’s staff supported as needed by Dallas County Health and Human Services (Jail Health staff), and Commissioners Court’s staff to develop a fee and service level agreement with UTMB at Galveston for Turnkey Adult and Juvenile Detention of Medical Services. Once this is completed, the Dallas County Hospital District will do a full service and cost comparison to determine the competitiveness of the contract service provider compared to service level and cost of the Jail Health program that is provided by Health and Human Services.

FINANCIAL IMPACT

In FY 2000, Dallas County Hospital District paid $13,290,375 for Juvenile and Adult Detention Medical Care. Attachment C is the summary of costs for fiscal years 1999 and 2000.

M/WBE

Dallas County’s minority/women business enterprise questionnaire and form were included as part of the Statement of Qualification. Copies of each agency’s response are included in Attachment D. Due to an oversight UTMB at Galveston’s forms were not included in the original submission and were provided on August 21, 2001.
RECOMMENDATION

It is recommended by the evaluators that represent the Dallas County Hospital District, Dallas County Sheriff’s Department, Juvenile Department, Dallas County’s Office of Budget and Evaluation and Commissioners Court, that the Commissioners Court authorize Dallas County Hospital District to negotiate with UTMB at Galveston to provide Turnkey Adult and Juvenile Detention Medical Services for Dallas County, and compare the contract service level and cost to our current jail health operation.

Recommended by:

J./Allen Clemson, Administrator
Texas Tech University
Health Sciences Center

Managed Correctional Health Care

Dallas County Briefing
August 31, 2001
Office Of Health Care Systems

Mission
- To provide the patient base essential to meet TTUHSC's threefold missions of patient care
- Education and Research.
- To minimize the financial impact on the system
- To deliver a complete, integrated health care delivery system
- To provide high-quality, budget-appropriate health care services to the residents of West Texas

Managed Correctional Health Care

Mission
- To provide high-quality and appropriate health care in a timely, manner at the most reasonable cost for patients in local, state, and federal correctional facilities

Managed Correctional Health Care

Historical Perspective:
- 1981 establishment of Correctional Managed Health Care Advisory Committee (CMHCAC)
- System of managed health care providing health care services to Texas Department of Criminal Justice (TDCJ) offenders
- Managed health care provider network
- Maximizing the use of state medical schools and their components' facilities
- Cost containment

TTUHSC Managed Correctional Health Care

- Texas Tech University Health Sciences Center is a nationally recognized leader in Correctional Health Care
- Providing health coverage for more than 54,000 State, County, and Federal offenders in West Texas
Managed Correctional Health Care

- In 1997, TDCJ began providing health services in Texas Department of Criminal Justice facilities
- In 1999, Texas Health Commission

School Medicine

TTLHSC is one of the premier medical schools and health sciences centers in the nation

As a Result
Our Correctional clients benefit from all of the resources which support the Correctional Health Care Program

Correctional Client Base

- Inmates Health Services
- Geriatric Health Services
- Substance Abuse Services
- Infectious Disease Services

What We Offer...

- Disease Health Services
- Geriatric Health Services
- Substance Abuse Services
- Infectious Disease Services

Specialty Services
Within TDCJ

- Medical Center
- TTCWH
- Medical Services
- Correctional Health Services
- Substance Abuse Services
- Infectious Disease Services

- Predictive care for networks
- Case Management
- Clinical Medicine
- Geriatric Medicine
- Infectious Disease
- Substance Abuse
- Psychiatric Services
- Expert Testimonies
- Training

- Behavioral Health Services
- Correctional Health Services
- Substance Abuse Services
- Infectious Disease Services

- Patient Care Services
- Case Management
- Clinical Medicine
- Geriatric Medicine
- Infectious Disease
- Substance Abuse
- Psychiatric Services
- Expert Testimonies
- Training
Staff Development/Training
- Prepared provider site for incoming training curriculum
- Educational Training curriculum specific to Correctional Health Care
- Trained expert presenters
- Lecture modules
- Lecture handouts
- Experts in the development of training programs

Telemedicine Program

Consulting Services
- Administrative
- Operational policies and procedures
- Training and maintaining accreditation
- National accreditation services
- Staffing and program models
- Fremont Health Care
- Mental Health Law
- Utilization and risk management
- Aging population issues
- Staff Development Training

Correctional Telemedicine Program
- Designed to
  - Cut correctional health care costs
  - Reduce in-house
  - Decrease need for correctional institutions
  - Reduce transportation, in-house, risks & costs
  - Conduct remote consultations
  - MTM HSC Telemedicine has ten specialties
  - 14 operational correctional sites
  - Fiscal Year 2000
    - 1,000 correctional consultations were conducted

Challenges Facing Correctional Health Care
- Rising Health Care Costs
- Pressure for Accreditation
- Offender instigated lawsuits
- Commitment to provide quality health care

Discussion
TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER
PRISON FACILITY LOCATIONS

TTUHSC

- Dalhart
- Pampa
- Amarillo
- Childress
- Plainview
- Vernon
- Wichita Falls
- Lubbock
- Brownfield
- Lamesa
- Snyder
- Breckenridge
- Llano
- Abilene
- Colorado City
- San Angelo
- Big Spring
- Brownwood
- Odessa
- Ft. Stockton
- Sheffield

UNIT LOCATIONS
- TDCJ FACILITIES
- TYC FACILITIES
- COUNTY JAILS
Dallas County Jails
August 31, 2001 - Dallas TX

Presented by
University of Texas Medical Branch
Correctional Managed Care

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UTMB History

- Established 1891
- Oldest medical school west of the Mississippi
- Not-for-profit organization
- Over 14,000 employees
- Over $1B annual revenues
UTMB Division of Correctional Managed Care

- Established in 1994
- Over 3,800 employees
- Over $300M annual budget
- Provides complete health care services and managed care utilization review at over 97 locations statewide
- Largest single component of UTMB

© 2000 The University of Texas Medical Branch
CMC Provided Services

- Complete correctional health care staffing (physicians, assistants, nurses, administrative) at customer units
- Utilization review and case management of total inmate population
- Management of inpatient care (250 bed hospital), outpatient care, and drug costs
- Regional out-of-network services contracting
- Third party administration (billing, claims and payment)
- Complete management and administrative reporting
CMC Current Contracts

- Texas Department of Criminal Justice
  (101,000 lives)
- Texas Youth Commission
  (3,300 lives)
- Management Training Corporation
  (5,500 lives)
- Federal Bureau of Prisons
  (5,500 lives)
- New York Department of Corrections
  (20,000 lives)
- Florida
  (13,000 lives)
- Texas Tech Tertiary Care
  (40,000 lives)
CMC Supported Facilities

- 250+ bed maximum security correctional hospital
- Unit-level inpatient infirmaries
- Unit-level outpatient medical clinics
- Unit-level special services (physically handicapped offenders, physical therapy, mental health, dental, respiratory therapy, dialysis, etc.)
- Complete pharmacy operation (warehousing, distribution and formulary service)
- Ambulance services
Typical UM Program Reporting
(Monthly, Annual Summaries)

- Outpatient Clinic Visits
- Provider Encounters (Detail and Summary)
- Patient Encounter Details
- Diagnosis Summary by Provider (Department and Unit)
- Procedure Summary by provider (Department and Unit)
- Enrollment by Age
- Enrollment by Facility
- Claims Analysis by Payee, Provider Type and by Group
- Claims History
- Physician Practice Patterns Report
UM Operation Results

- Decreased offsite expenditures from $38 million to $8 million
- Decrease in specialty physician referrals by 22%
- Decrease in mortality and morbidity by 33%
- Decrease total hospital admissions
- Saved State of Texas $600+M since 1994
Pharmacy Operation

- Largest Formulary Management in the US for correctional operations
- Complete pharmaceutical agent procurement, inventory, and dispensing
- Extensive use of automated ordering, inventory management, and administration systems
- Large warehouse facility in Estelle, Texas
- Pharmacy order review by staff pharmacists
- $38M annual operation
- 250,000 Medication orders per day

© 2000 The University of Texas Medical Branch
Digital Medical Services

Provides a paperless medical system using these six modules:

- Case Management
- Third Party Administration / Management Information Systems
- Digital Medical Services
- Telemedicine (22,000 consults annually) (Three dedicated studios)
- Electronic Medical Record
- Secure Physician Network
- Utilization Review

© 2000 The University of Texas Medical Branch
Studio 2 – Specialist

© 2000 The University of Texas Medical Branch
Summation

• Largest Not-for-Profit Correctional Healthcare Operation in the US
• Committed to furthering the science of Correctional Healthcare
• Over 700 Physicians and over 1,700 nurses providing care in the system
• Pharmacy Management
• Largest provider of Telemedicine in the US
### DALLAS COUNTY JAIL HEALTH COSTS

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# Admissions

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#Outpatient Encounters *

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<td>3337</td>
<td>3295</td>
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* Includes Outpatient visits, Emergency visits, Diagnostic procedures, and Day Surgery
1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.

2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.

3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).

4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.

5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.

6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: [Signature]

Printed Name: Leon Clements

Date: 3/20/01
2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER

PROJECT TITLE

Total Amount of Your Bid $
(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

<table>
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<tr>
<th>Name of MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone#</th>
<th>S / M**</th>
<th>Description of Work</th>
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</tbody>
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*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

[X] No MBE/WBE's Added: Please Explain: All staff will be employees of UTMB Correctional Managed Care.

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: UTMB Correctional Managed Care

ADDRESS: 301 University Blvd, Galveston, TX

PHONE#: 1-409-747-2600

R. Lynn Cook
Printed Name Of Preparer

Signature

Title

Date 8/24/01
3. LETTER OF ASSURANCE "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

UTMB - Correctional Med Care ________________________________  
Name Of Company  Signature  Title (Officer of Company)  Date

Or

LETTER OF ASSURANCE "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

[ ] with our own work forces, and submit information sufficient to demonstrated that it is our normal business practice to do so.  

[ ] without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name Of Company  Signature  Title (Officer of Company)  Date

NOTE: EACH PROPOSER WILL BE REQUIRED TO SIGN ONE OF THE ABOVE LETTERS OF ASSURANCE AND RETURN WITH THEIR PROPOSAL.

4. MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

[ ] is,  [ ] is not a minority-owned business, NCTRCA* #______________________

Women Business Enterprise (WBE) - The bidder/proposer represents that it:

[ ] is,  [ ] is not a women-owned business, NCTRCA* #______________________

*NCTRCA = North Central Texas Regional Certification
Employees by EEO/Gender/Ethnicity as of 8/20/01

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Prepared by HRIS
3/20/01
1 of 1
Oficials and Managers - Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual segments or special phases of a firm’s operations.

Includes: officials, executives, middle managers, and superintendents; the salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background.

Includes: accountants and auditors, airplane pilots, and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training.

Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling.

Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included.

Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work.

Exercise considerable independent judgment and usually receive an extensive period of training.

Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled shining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and dressmakers, arts occupations, hand painters, coaters,

Operatives (semiskilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, tapping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, perform elementary duties that may be learned in a few days and requires the application of little or no independent judgement.

Includes: garage laborers, car washers and oilers, groundkeepers and gardeners, farm workers, stavedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations.

Includes: attendants (hospital and other institutions, professional and personal service, including nurses aids, and orderlies), babys, bar workers, and waiters, cooks, counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorknobs, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker — when not trained under apprentice programs — operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.
<table>
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Note:
This form must be completed and submitted with each payment request. Any (significant) deviation from planned should include attached explanation.

The information listed above is certified to be correct:

Printed Name of Officer/Director  Signature of Officer/Director  Date  Dallas County Project Mgr  Dallas County Department Head
1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.

2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.

3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).

4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.

5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.

6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: ____________________________
Printed Name: Philip L. Dorsey
Date: 8/8/01

TTUHSC acknowledges Dallas County's commitment to "developing, establishing, maintaining, and enhancing minority involvement in the total procurement process". Should TTUHSC be awarded the contract to provide a turnkey operation of the county's detention health services, it will conduct, and document, a "good faith effort" to secure minority/women-owned businesses. Accordingly, TTUHSC is fully prepared to fulfill the "good faith effort" described on form 1, Dallas County Minority and Women-Owned Business Enterprises for subcontract/subconsultant awards.
2. MBE/WBE PARTICIPATION REPORT

Total Amount of Your Bid $
(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

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<th>Name of MBE/WBE</th>
<th>NCTRCA* Certification #</th>
<th>Phone#</th>
<th>S / M**</th>
<th>Description of Work</th>
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</tr>
</tbody>
</table>

*North Central Texas Regional Certification Agency  **S = Sub (contractor/consultant) **M= Material Supplier

[ ] No MBE/WBE's Added: Please Explain:

__________________________

__________________________

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS: __________________________
ADDRESS: __________________________
PHONE# ( )

__________________________
Printed Name Of Preparer

__________________________
Director

__________________________
Signature

Title

Date 3/5/01

(please see statement on p. H-2)
3. LETTER OF ASSURANCE "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Texas Tech University Health Sciences Center
Name Of Company ___________________________ Signature ___________________________ Director ___________________________ Title (Officer of Company) ___________________________ Date 5/3/01

(please see statement on p. H-2)

Or

LETTER OF ASSURANCE "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

[ ] with our own work forces, and submit information sufficient to demonstrated that it is our normal business practice to do so. or

[ ] without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name Of Company ___________________________ Signature ___________________________ Title (Officer of Company) ___________________________ Date ___________________________

NOTE:
EACH PROPOSER WILL BE REQUIRED TO SIGN ONE OF THE ABOVE LETTERS OF ASSURANCE AND RETURN WITH THEIR PROPOSAL.

4. MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

[ ] is, [ ] is not a minority-owned business, NCTRCA* # ___________________________.

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[ ] is, [ ] is not a women-owned business, NCTRCA* # ___________________________.

*NCTRCA = North Central Texas Regional Certification
### VENDOR STATISTICAL REPORT
#### Permanent Full-Time Employment

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| TOTAL | 605 | 40 | 99 | 7 | 15 | 0 | 0 |

CHECK
- Minority-Owned Firm Certification #
- Women-Owned Firm Certification #
- Non-Minority Owned Firm

Issued by HCTRA

Signature: [Signature]

Typed Name and Title: Cheryl Gibson

Human Resources Manager
Officials and Managers - Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for administration of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle managers, and superintendents; salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates, and other officers, farm operators and managers, and kindred workers.

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Sales - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers,collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: lead operators who are not members of any labor union; mechanics and repairers, skilled craft occupations, compositors and typesetters, electricians, engravers, mechanics, building trades, metalworking trades, printing trades, etc.; operatives, attendants (automatic and related). Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, mechanics, building trades, metalworking trades, printing trades, etc.); operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stiches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto); painters (manufactured articles); photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looting, taping, and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meat cutters, inspectors, testers and graders, hand packers and packagers, and kindred workers.

Laborers (unskilled) - Workers in non-manual occupations which generally require no special training performed elementary duties that may be learned in a few days and requires the application of little or no independent judgement. Includes: garbage laborers, car washers and greasers, groundskeepers and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions), professional and personal service, including nurses aides, and orderlies); barbers, shoe-workers and cleaners, cooks, counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doormen, steeplejacks, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft work -- when no trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.
List each MBE/WBE business that you plan to use on this initiative. Deletion of firms must be approved by Dallas County prior to finalization.

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Note:
This form must be completed and submitted with each payment request. Any (significant) deviation from planned should include attached explanation.

The information listed above is certified to be correct:

Philip L. Dorsey
Printed Name of Officer/Director

Signature of Officer/Director

5/18/01
Date

Dallas County Project Mgr

Dallas County Department Head

(please see statement on p. H-2)
October 9, 2001

To: Commissioners Court

From: Dan Savage

Subject: Secured Parking

Background
County policy for assigned parking spaces as established in Section 74-477 of the County Code is as follows: "a policy is established whereby, to the extent it is practical and economically feasible, the County will provide an assigned parking space for elected officials and their first assistants, department heads and their first assistants, employees assigned a County vehicle, employees provided a car allowance, and other key personnel as approved by the Commissioners Court".

This policy does not specifically include visiting judges, or IV-D judges. From time to time different requests have been presented to the court to provide reserved parking for non-elected judges. Many of those requests have been denied. At present the Civil Court Masters are assigned reserved parking at George Allen and the Criminal Court Magistrates are assigned parking at Frank Crowley. Apparently these assignments were approved by Commissioners Court a long time ago because Civil Court Masters have had assigned parking at George Allen since 1991 and the Criminal Court Magistrates have been assigned parking in Frank Crowley since at least 1995.

Recently I have received a number of requests concerning visiting judges and IV-D judges. They have requested to receive assigned parking for a variety of reasons, most notably for security purposes.

Impact on Operations
At present there are no available spaces at George Allen for reserved parking. When the Constables office is moved, there will be parking spaces available in the George Allen reserved parking that could be assigned to visiting judges or IV-D judges. These judges currently pay for their parking. At Frank Crowley there are at least ten unassigned parking spaces available in the secured underground parking. At least one long term regular visiting judge has recently asked to be assigned parking in this facility.
Financial Impact
All of the judges that are requesting access to assigned parking currently pay for their parking or have it paid for by the State of Texas. The annual cost of providing assigned parking free of charge is between $4,000 and $5,000.

MWBE
Not applicable.

Legal
Not applicable.

Recommendation
In the past the Commissioners Court has not granted similar requests for assigned parking for visiting judges or IV-D masters. One option would be to provide the space to regular visiting judges or IV-D judges, but continue to charge them the appropriate parking fees. If there is interest on the part of the Commissioners Court in changing the present policy, I will prepare a court order for consideration at the next regular meeting.

Recommended by

Dan Savage
Assistant Administrator for Operations

cc: Allen Clemson
Ron Mackay
October 3, 2001

To: Members of Commissioners Court

From: Mattye Mauldin-Taylor, Ph.D.
Director of Human Resources Management/Civil Service

Subject: Military Leave

Background
Current policy regarding military leave (Section 82-421) only addresses the County’s position when a regular, full-time employee who is a reservist, is called to temporary active duty up to 15 days per federal fiscal year. With the possibility that reservists will be called to serve for a longer period of time, the Human Resources Management/Civil Service Department is seeking clarification of policy for those employees who may be impacted.

The major issues requiring clarification include: 1) how will insurance coverage for dependents continue, 2) will the County continue to subsidize dependent coverage, 3) how will merit and step increases be impacted, 4) will retirement be affected and, 5) how will the Family Military Leave Act be impacted.

Options for Consideration
There are a number of options for the Court’s consideration. They include, but are not limited to:

Dependent Coverage
Option A: Allow the dependents of employees who are on military duty without pay to maintain their dependent coverage through COBRA for 18 months, yet pay the same rates as active employees.

Option B: Allow the dependents of employees who are on military duty without pay to maintain their coverage through COBRA for 18 months and pay COBRA rates.

Option C: Allow the dependents of employees who are on military duty to maintain this coverage through Cobra at the same rates as active employees. In addition, the employees who have accumulated vacation and compensatory time may utilize a pre-determined amount of this time each pay period to pay their dependent insurance premiums and/or bridge the gap between their military salary and their Dallas County salary.

Once all leave is exhausted, the employee will be placed on leave without pay and any dependents would be covered under either Option A or B, whichever is selected by Commissioners Court. If the employee does not have accumulated vacation or compensatory time, the employee would again be covered under either Option A or B, whichever is selected by Commissioners Court.
In addition, all employees who are leaving on military duty would be encouraged to complete benefits open enrollment prior to their departures, or formally authorize someone to assume this responsibility for them.

**Merit and Step Increases**

Option A: Employees on military leave would have their time in grade and position calculated as though there was no break in service. Therefore, they would be eligible for step and merit increases. Merit increases, however, are discretionary.

Option B: Employees on military leave would have their time in grade and position calculated as leave without pay.

**Retirement**

Employees are entitled to receive retirement credit during their military absence. Years of qualified military service are added to years of qualified County service to assist in meeting vesting requirement.

**Family and Medical Leave**

Military service time counts toward the requirement for meeting the service time and service hours required for FMLA eligibility.

**Impact on Operations**

These amendments will assist in mitigating the financial impact on military personnel and their families, retain them on the payroll with less time on LWOP status and enable the County to continue to provide its share of the insurance cost.

**Financial Impact**

Adoption of these recommendations will incur no additional cost to the County as accrued leave and insurance costs would be paid if the employees were working. However, if replacement employees are hired during this period, the County would incur costs relative to the Benefits Trust insurance funding.

**Recommendation**

The Human Resources Management/Civil Service Department recommends Commissioners Court approve 1) for Dependant Coverage, Option C for those employees who have accumulated leave accruals and Option A for those employees who do not have accumulated leave accruals, 2) for Merit and Step Increases, Option A, the treating of Military Leave as though there is no break in service and 3) amending the Code to reflect any necessary modifications to current Retirement and Family Medical Leave Act provisions.

Recommended by: Marye Mauldin-Taylor, Ph.D.
Director of Human Resources Management/Civil Service
MISCELLANEOUS

1) **PLANNING AND DEVELOPMENT STAFF** - requests:


   b) Two (2) month extension for the completion of work on the Seagoville Citizens Home, Incorporated (SSCHI) eight (8) unit, $242,400 elderly rental housing project located at 204 Mathis Street in Seagoville. Revised completion date will now be November 30, 2001.

2) **CONSTABLE, PRECINCT 6 AND SHERIFF** - requests approval to place a United States Flag decals as standard uniform markings on Dallas County Constable and Sheriff vehicles. *(Please refer to Information Item No. 8)*

3) **EMPLOYEE CHARITABLE CAMPAIGN COMMITTEE** - requests authorization to place posters in County buildings to promote the campaign during the months of October and November 2001.

4) **COUNTY AUDITOR** - requests approval of self-insurance budget as funding source for overdraft charges incurred as a result of direct deposit error. *(Please refer to Information Item No. 6)*

**TRAVEL REQUESTS**

5) **HEALTH & HUMAN SERVICES** - requests:

   a) Scott Sawlis to attend the West Nile Virus Planning Committee Conference, held in Austin, Texas on October 18, 2001 in a County vehicle RW019 with gas credit cards and no other expense to Dallas County.
EXCEPTION TO TRAVEL REQUEST
UNLESS SPECIFICALLY OBJECTED ALL ITEMS PRESENTED
AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED

b) Dianne Blocker, RNC to participate on an interviewing panel for the Texas Department of Health STD/HIV Division, held in Austin, Texas on October 1-3, 2001 at no cost to Dallas County.

c) Dianne Rucker, Virginia Smith, and Gloria Nichols to attend the Outreach and Marketing Conference, held in Dallas, Texas on October 5, 2001 - $45.00 from Fund 466, HHS/Older Adult Services Dept., Training Fee Account, FY Budget 2002, (00466.08400.02460.2002).

MISCELLANEOUS EQUIPMENT

(1) DEPARTMENT: 1023
ITEMS: Communication and Central Services
2 - Cell Phone Rate Plans ($719.76)
2 - Cigarette Lighter Adapter ($47.90)
ESTIMATED COST: $767.66
FUNDING SOURCE: Within Budget
EXPENDITURE SOURCE: 00120.1023.07213.2002 (General Fund, Communications & Central Services, Cellular Telephone, FY2002)
PROPOSED ACTION: Communication and Central Services have requested to purchase two cell phone rate plans for the Telecommunications Manager and Telecommunications Specialist due to their devoted time in the field. Recommended by the Office of Budget and Evaluation.

(2) DEPARTMENT: 4052
ITEMS: Family Court Services
1 - Computer ($1,819)
1 - Desk ($590)
3 - chairs ($450)
ESTIMATED COST: $2,859
FUNDING SOURCE: Child Support Special Unallocated Reserves
EXPENDITURE SOURCE: 00160 4052.02093.2002 - $1,819 (Child Support Fund, Family Court Services Department, Computer Hardware less than 5K, FY2002)
00160 4052.02090.2002 $1,076 (Child Support Fund, Family Court Services Department, Property less than 5K, FY2002)
PROPOSED ACTION: Family Court Services was approved a new counselor position as part of the FY2002 Budget. Family Court Services has identified the space and is requesting to purchase the equipment for the approved position. Recommended by the Office and Budget of Evaluation.

(3) DEPARTMENTS: 4020
ITEMS: District Clerk
ESTIMATED COST: $9,778
FUNDING SOURCE: Reserves and Contingency; Furniture and Equipment
EXPENDITURE SOURCES: 00120 4020 02090 2002 - $694 (General Fund, District Clerk, Property less than $5K, FY2002)
00120 4020 08630 2002 - $9,084 (General Fund, District Clerk, Computer Hardware, FY2002)

PROPOSED ACTION: The District Clerk, Jim Hamlin, requests authorization to purchase furniture and equipment associated with positions approved during the FY2002 budget process. Chairs, computers, printers, and network drops are needed for these positions. Recommended by Office and Budget and Evaluation.

4) DEPARTMENTS: 4430
ITEMS: 265th Criminal District Court
ESTIMATED COST: $2,700
FUNDING SOURCE: Reserves and Contingency; Furniture and Equipment
EXPENDITURE SOURCES: 00120 4430 02090 2002 (General Fund, 265th Criminal District Court, Property less than $5K, FY2002)

PROPOSED ACTION: Judge Keith Dean, 265th Criminal District Court, requests authorization to replace eighteen (18) courtroom chairs. Recommended by Office and Budget and Evaluation.

(5) DEPARTMENTS: 4402
ITEMS: Criminal District Court #2
ESTIMATED COST: $92
FUNDING SOURCE: Reserves and Contingency; Furniture and Equipment
EXPENDITURE SOURCES: 00120 4402 02090 2002 (General Fund, Criminal District Court #2, Property less than $5K, FY2002)

PROPOSED ACTION: Judge Cliff Stricklin, Criminal District Court #2, requests authorization to purchase one (1) two-drawer filing cabinet. Recommended by Office and Budget and Evaluation.
(6) DEPARTMENTS: 4615
 ITEMS:
 ESTIMATED COST: $150
 FUNDING SOURCE: Within budget
 EXPENDITURE SOURCES: 00120.4615.2090.2002 (General Fund, County Criminal Court of Appeals #1, Property less than $5K, FY2002)
 PROPOSED ACTION:
 Judge Kristin Wade, County Criminal Court of Appeals #1 requests authorization to purchase one (1) Court Reporter chair to replace the existing chair. Recommended by Office and Budget and Evaluation.

(7) DEPARTMENTS: 4040
 ITEMS:
 ESTIMATED COST: $1,130
 FUNDING SOURCE: Reserves and Contingency
 EXPENDITURE SOURCES: 00120.4040.2090.2002 (General Fund, Public Defender, Property less than $5K, FY2002)
 PROPOSED ACTION:
 Chief Public Defender, Jane Roden, requests authorization to purchase one (1) standard desk, two (2) desk chairs, and two (2) side chairs to be used by two attorneys occupying newly created attorney positions. Recommended by Office and Budget and Evaluation.

**TELECOMMUNICATIONS REQUESTS**

**Sheriff** - requests:
M-0109016 to install a data-line and a phone line to relocate the Inmate Property Vault Clerk Supervisor. Installation: $218.87; no monthly service increase. **Recommended.**

M-0109076 to install a data-line cable in room B-1 of the FCCB to support a network printer. Installation: $111.37; no monthly service increase. **Recommended.**

**CSCD** —0109054 requests to install a single-line phone for a new position added to the department. Installation: $31.50; no monthly service increase. **Recommended.**

**District Clerk** - requests
M-0109075 to install a new coaxial cable to replace the existing defective cable. Installation: $81.00; no monthly service increase. **Recommended.**
M-0109051 - Passport-St. Francis to install three data-line cables to provide network access. Installation: $205.11; no monthly service increase. Recommended.

Juvenile Cliffhouse—0109074 requests to install two new data-line cables in District 7 and three in District 6 to provide access to network. Installation: $310.00; no monthly service increase. Recommended.

Data Services M-0109072 requests to install two new data-line cables in the basement Computer room. Installation: $82.74; no monthly service increase. Recommended.

Road & Bridge District-4 M-0109071 requests to install two data-line cables one for a printer and one for a P.C. location. Installation: $82.74, no monthly service increase. Recommended.

Funding for the above requests are available from countywide Department 800, line item 432, Telephone Contingency.