DALLAS COUNTY COMMISSIONERS COURT
BRIEFING AGENDA

May 27, 2003

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

- Minister’s Letter of Appreciation

- Letter to Canyon Ridge of Balch Springs
  Homeowner’s Association

**DATE(s) TO REMEMBER**

**********
MEMORANDUM

Date: May 20, 2003

To: Dallas County Commissioners Court

From: Michael K. Griffiths, Director

Re: Fiscal Year 2004 Non-Residential Services Request For Proposals

Background of Issue

The Juvenile Department historically contracts with community based programs to provide non-residential services for youth under its jurisdiction. Non-residential services are used for two main populations: (1) youth on home probation who have a need for support services to improve their chances of successfully completing probation without the need for placement; and (2) youth returning from residential placement whose aftercare plan indicates a need for support services. The current contract cycle which started in FY 2001 ends in September of this year. For FY 2004, all providers must participate in the Request for Proposal (RFP) process to be considered for a contract.

The FY 2004 RFP was developed with an anticipation of reduced funding for non-residential services due to the Commissioners Court mandate that departments reduce spending or enhance revenues equaling ten percent budget of their current budget. In preparing the FY 2004 budget request, the department is prioritizing current activities based upon the following criteria: statutory requirements; mandates of the Juvenile Board; mandates/expectations of the Juvenile Courts; expectations of the community; and, ancillary services that have historically been provided. This same approach has been applied to non-residential services. Our evaluation included a survey of critical service needs, followed by in-depth panel discussions with our probation staff. We also examined existing program performance data and individual service needs.

The department has determined that the first level of priorities in non-residential services should be: Intermediate Sanction Programs; Substance Abuse programs; Vocational and Independent Living Skills programs; and programs that meet the needs of special populations. These services are needed for the department to fulfill its legal mandates as well as the expectations of the Juvenile Board and Juvenile Courts. The second level of priorities includes After-School/Evening, GED/Alternative Education, WrapAround and Mentoring programs. These programs do support youth in successful completion of their probation and have been important to the department's continuum of services through the years. However, eliminating these services will be necessary for the department to meet a ten percent reduction target without compromising other core services. The department will include in its budget presentation our case for Commissioners Court to provide
adequate funding to continue these programs. The department does believe that in order to be fair to all providers, the prioritization of services must be included in the RFP. Several of our providers have been good partners for many years and deserve adequate notice of the potential adverse impact of our budget reductions on their operation.

In FY 2001, the department implemented three new programs designed to provide community based services as an alternative to residential placement. These programs included the Intercept and Providence intensive in-home program and the Bethesda day program. Collectively these programs are referred to as Family Preservation Programs. The contracts for all three programs expire this year and continuation of family preservation services is included in the FY 2004 non-residential RFP.

In addition to those needs identified above, the FY2004 RFP also includes requests for proposals for Level III Substance Abuse Day Treatment Services. Since FY1997, the Juvenile Department has provided day treatment substance abuse services through its internal continuum of care treatment system. As a result of the budget reductions for FY 2004 and issues involving the facility which currently houses the substance abuse program, day treatment services are being solicited in this RFP to explore the cost effectiveness of contracting with community programs for this service.

The FY 2004 RFP for non-residential services will be released by Purchasing on June 3, 2003. A pre-bid conference for prospective contractors will be held on June 20, 2003 with proposals due on July 7, 2003. The Minority Business Officer will be present to outline MWBE procedures.

The Juvenile Board was briefed on this matter at its May 2003 meeting. The purpose of this briefing is to request Commissioners Court approval to release the Request For Proposal for non-residential services for FY 2004.

**RFP Proposal Evaluation Process**

The evaluation process for the request for proposal process will consist of two phases:

**Phase 1: Mandatory Requirements Eligibility Screening**
The RFP identifies specific mandatory eligibility requirements that must be met by all applicants for consideration in the RFP process. An initial screening process will take place to ensure that proposals are in compliance with the minimum requirements. Proposals that meet all of the mandatory requirements for RFP consideration will proceed to Phase 2 of the process. Applicants that do not meet all of the minimum eligibility requirements will not be evaluated. The Mandatory Eligibility Requirements are listed in Part II of the FY 2004 RFP (attached).

**Phase 2: Evaluation Process**
The second phase of the evaluation process will be conducted internally by the Juvenile Department. A review committee comprised of at least one member of the Youth Services Advisory Board, one consumer, and one management level staff member from a local social services agency, along with representatives from the Juvenile Department will review
and evaluate each proposal to identify those programs which present an innovative and cost-effective method of providing the services identified in the RFP. Each proposal will be evaluated by all committee members. Applicants will also be interviewed by the evaluation panel based on their RFP application. The following criteria will be used by the review panel in evaluating proposals:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
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<tr>
<td>Prior Agency Experience</td>
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<td>Program Design/Performance/Staff Qualifications</td>
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<td>Cost Efficiency</td>
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**Impact On Operations And Maintenance**

Juvenile Department staff will assist the Purchasing department with the proposal release. The Juvenile Department will evaluate the proposals and will make recommendations for contract award. The Contract Services unit will administer and monitor contracts once approved. Youth referrals to the programs will be made by probation officers. The Juvenile Departments' Placement Unit staff will process the referrals into the programs and monitor service effectiveness. Financial and programmatic audits will be conducted to ensure quality programming.

**Legal Information**

The RFP was written by the Juvenile Department's Contract Services staff using standard language that meets requirements of the Purchasing Department. The RFP has been submitted to the Assistant District Attorney for review, and the RFP is included herein as Attachment 1.

**Financial Impact/Considerations**

Non-residential services contracts will be funded from the Department's general budget (5110), and grants provided by the Texas Juvenile Probation Commission. The department's non-residential services budget for FY 2003 is $2.6 million. That amount is needed to maintain the current level of service. For the department to meet a ten percent reduction target, the budget allocation for non-residential services would decrease to between $1.0 and $1.2 million. The RFP identifies in section C, 1 – 7 those core services that would be funded by this allocation level. Section C, 8 identifies those lower priority level services that can be retained only if Commissioners Court approves the department's request for funding at a level above the ten percent reduction level.

The Level III Day Treatment program and Family Preservation Programs are currently being funded from different sources within the department's general budget and are not included in the proposed allocation for non-residential services. The Family Preservation Program services are funded from our residential placement budget and budget allocations for these programs will be made separately. The proposals for the Level III Day Treatment program will be evaluated against the Department's cost to run this program internally. It is the Department's intent to award only one contract for this service category, however,
no award will be made if it is determined to be in the Department's best interest to continue to operate this program internally.

The Juvenile Department will also continue efforts to utilize NorthStar, Medicaid, third party insurance, and other community resources when available.

**Performance Measures Impact**

The Texas Juvenile Probation Commission requires that grant recipients have performance goals and objectives included in all service provider contracts. The department will set FY 2004 performance goals and objectives based on FY 2003 evaluation criteria (length of stay, successful program completion and recidivism rates). Contractors will be notified of these targets and informed that their performance and individual evaluation scores would be the impetus in evaluating their performance.

**Project Schedule/Implementation**

<table>
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<tr>
<td>Release RFP</td>
<td>Tuesday, June 3, 2003</td>
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<tr>
<td>Pre-Bid Conference</td>
<td>Friday, June 20, 2003</td>
</tr>
<tr>
<td>Due to Purchasing</td>
<td>Monday, July 7, 2003</td>
</tr>
<tr>
<td>Recommendations to Juvenile Board</td>
<td>Monday, August 25, 2003</td>
</tr>
<tr>
<td>Recommendations to Commissioners Court</td>
<td>Tuesday, September 2, 2003</td>
</tr>
<tr>
<td>Start of New Programs</td>
<td>Wednesday, October 1, 2003</td>
</tr>
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</table>

**M/WBE Information**

The RFP clearly indicates that Dallas County policy requires all proposers to complete and submit required M/WBE documentation. Proposers who fail to submit this required information in the RFP will not be in compliance with Dallas County M/WBE policy and therefore, their proposal may not be considered. All M/WBE information will be scored by the County's M/WBE Coordinator. Individual scores will be included in the total score for each proposer.

**Recommendation**

It is recommended that the Dallas County Commissioners Court approve the Juvenile Department's request to release the FY 2004 Request For Proposal for non-residential services.

Recommended by: Michael K. Griffiths, Director
REQUEST FOR PROPOSAL COVER SHEET

RFP NO. 2003 -

REQUEST FOR PROPOSALS FOR
NON-RESIDENTIAL SERVICES CONTRACT

FOR

THE DALLAS COUNTY JUVENILE DEPARTMENT

INDICATE THE SERVICE PROPOSED BY PLACING A CHECK MARK BESIDE THE APPROPRIATE CATEGORY. NOTE: IF APPLYING UNDER MORE THAN ONE SERVICE CATEGORY, SEPARATE PROPOSALS MUST BE SUBMITTED FOR EACH CATEGORY.

1. Level III Day Treatment Services:  
2. Substance Abuse Treatment Services:  
3. Family Preservation Program:  
4. Intermediate Sanctions Program:  
5. Independent Living Preparation Program:  
6. Special Populations Service:  
7. Vocational Training Program:  
8. Other Programs  
   Alternative Education/GED Programs:  
   After School Programs:  
   Wraparound Services:  
   Mentoring Services:  

PROPOSALS DUE: Monday, July 7, 2003, 2:00 PM

PROPOSALS MUST BE SEALED AND DELIVERED TO:  
Phillip Vasquez, Purchasing Agent  
Dallas County Purchasing Department  
Records Building  
509 Main, 6th Floor, Room 623  
Dallas, Texas 75202

ORGANIZATION NAME:  
CONTACT PERSON:  
PHONE NUMBER:  
E-MAIL:  

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PART I. GENERAL INFORMATION

A. Definitions

1. **RFP** - Request for Proposal

2. **Non-Residential Services** - A program that provides support services to juveniles involved, or at-risk of becoming involved, with the Juvenile Justice System, while remaining in the custody of their parent or guardian within the community.

3. **Multi-Agency Collaboration** - Two (2) or more agencies who enter into a formal agreement to prepare the proposal and provide the services that are proposed. Agencies may include letters of agreement with other agencies that will provide free services for youth and/or family members referred.

4. **Lead Agency** - In the event of a Multi-Agency Collaboration, one agency must be designated to sign all required documents, and assume all responsibilities as outlined in this RFP, including, but not limited to fiscal and programmatic accountability.

5. **Service Category** - The principal service that is being offered through this Request for proposal. (One of the eight categories listed on the cover sheet of your proposal)

6. **Program Component** – Additional services that will be provided as part of the primary Service Category listed above.

7. **Administrative Entity** - The Dallas County Juvenile Department

8. **Term** - The time period that a contract will begin and end.

9. **Applicant, Service Provider, Proposer, Provider or Agency** - The legal entity submitting a proposal for funding consideration.

10. **Other** - Any information submitted for review by the Applicant to be considered by the Juvenile Department.

11. **Fiscal Year (FY)** - The time period in which the Juvenile Department operates related service functions for fiscal accountability. The 2004 fiscal year for Dallas County will begin October 1, 2003 through September 30, 2004.

12. **Average Length of Stay** – The average duration of program involvement needed to achieve the expected outcomes.
B. Pre-Bid Conference

A pre-bid conference is scheduled for June 20, 2003, in conference room 1A/1B of the Henry Wade Juvenile Justice Center, located at 2600 Lone Star Drive, Dallas, Texas, beginning at 1:00 p.m. Juvenile Department staff will outline the RFP review process and associated time lines and will answer questions relating to the RFP submission requirements. The Dallas County Minority Business Officer will be present to answer any questions regarding required Minority/Women Business (M/WBE) Specifications included as Attachment E of your proposal.

Though attendance is not mandatory, Proposers submitting proposals without attending the pre-bid conference do so at their own risk, and waive any right to assert claims later due to unknown conditions.

The pre-bid conference is for information only. Answers furnished will not be official unless verified in writing by the issuing office. Answers that change or substantially clarify the RFP will be affirmed in writing, and copies will be provided to all prospective Applicants.

For persons with disabilities requiring special accommodations, please contact Virginia Ward of the Dallas County Juvenile Department at 214-698-4272, at least two (2) days prior to the pre-bid conference.

C. Purpose of the RFP

Request for Proposal (RFP) No. 2003 - is being released by the Dallas County Juvenile Department. The purpose of this (RFP) is to solicit proposals for purchase of non-residential contract services for youth involved, or at risk of becoming involved, in the juvenile justice system.

D. Funding

Historically, non-residential services are funded from the Juvenile Department’s general budget, and grants provided by the Texas Juvenile Probation Commission. For FY 2004 funding for the Juvenile Department is being reduced by approximately $4.1 million. We estimate our initial allocation for non-residential services to range between $1.0 and $1.2 million. The core service needs identified in section C, 1 - 7 will be funded by this allocation.

Contract award for services identified in section C, 8 is contingent upon Dallas County Commissioners Court allocating additional non-residential services funds. Please note that contracts will not be awarded for these categories unless additional funds over and above the $1.2 million are made available.
It should be noted that the Level III Day Treatment program and Family Preservation Programs are currently being funded from different sources and are not included in the above budget. The Level III Day Treatment program is funded from the department's general budget and grants. The proposals for the day treatment program will be evaluated against the Department's cost to run this program internally. The Family Preservation Program services are funded from our residential placement budget and budget allocations for these programs will be made separately.

Part II. **MANDATORY ELIGIBILITY REQUIREMENTS**

The RFP review process will consist of an initial screening to ensure compliance with the following minimum eligibility requirements. Applications must meet all of the following mandatory eligibility requirements to be evaluated.

**For RFP Consideration**

1. Proposal must address one specific service category; and identify the areas using Table A on page 10 where proposed services will be delivered.

2. Applicants must provide documentation of a minimum of one (1) year experience providing the specific proposed service or five years of experience providing similar services. This documentation must include current performance data that addresses the following:

   a. Demographic Profile of youth served: age, ethnicity, felony referrals
   b. Number of Enrollments
   c. Length of Stay in the program
   d. Successful Vs Unsuccessful Discharges
   e. Recidivism
   f. Post program Placements
   g. Any other data that will illustrate the effectiveness of your data

Applicants will be required to provide raw data as back up for their computations. Note: Current Juvenile Department Contractors are not required to submit this information. The Juvenile Department already has this information in its database and their performance measures will be computed by the department.

3. Statement Regarding financial stability (include current and prior year total agency operating budget and list major sources of revenue).

4. Describe your current organizations workload outlining percent of time available for this program. Include copies of current contracts and letters of good standing.

5. Proposal must provide a detailed outline of the applicant's plan to pursue third-party funding sources for youth referred for services prior to billing.
Dallas County including, but not limited to, private health insurance, NorthSTAR and CHIPS eligibility. Agencies will be required to process claims to these funding sources if eligibility is established, and accept reimbursement from the applicable plan as payment in full. The applicant is required to outline its plan for compliance in this area in Attachment C-1 of the RFP.

6. Applicants must be in compliance with all applicable licensing and certification requirements and must provide copies of all such documents.

For Contract Award

The following requirements are considered mandatory, and will be required of all agencies that are selected for contract award:

1. Contractors will be required to ensure that criminal background checks are conducted on all volunteers and employees prior to involvement with program participants and at least every year thereafter. The contractor must maintain documentation of criminal background checks.

2. Contractors will be required to ensure that staff involved in the program receive 40 hours of continuing education training annually, as appropriate for the service provided. Of the 40 annual training hours, 6 hours should be on management of aggressive and violent behavior; 3 hours should be on cultural sensitivity; and 9 hours should be on standard first aid and cardiopulmonary resuscitation, annually. The contractor must maintain documentation of the training.

3. Contractors will be required to ensure that staff involved in the project are culturally diverse.

4. Contractors will be required to provide a plan to establish community linkage, which will be available for clients after discharge from the program.

5. Contractors must include some method of follow-up services after the client has completed the established length of service. This component could include phone or in-person contact and should be tracked in a statistical format.

6. Contractors must include a program evaluation process. The evaluation process should be described in Attachment B of the proposal. The description should reflect the process by which the program's effectiveness and efficiency will be measured.

7. All Contractors will be required to develop written policy and procedures concerning the issues listed below, to be submitted prior to contract execution.
a.) Client Confidentiality
b.) Grievance Procedures
c.) Client Bill of Rights
d.) Criminal Background Investigations
e.) Medical/Dental Emergency Plan
f.) Behavior Management and Restraint Application

8. Facility Inspections - Applicants must be able to comply with fire, building and health inspection standards, and other City, County, or State codes, or provide written explanation and assurance that requirements will be met by the start of the twelve (12) month term. For public facilities, this requirement is waived.

9. Contractors must, at all times during the contract term and at their own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage; commercial or business auto liability insurance; physical and contractual liability coverage, with minimum limits of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) on account of bodily injuries to or death of one person and an aggregate of THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for any one occurrence. Dallas County and the Dallas County Juvenile Board shall be named additional insured on the said policy. The insurance policies required under this Section shall not be modified or canceled except upon 30 days written notice to Dallas County. Proof of insurance must be submitted to the Dallas County Juvenile Department at the time the contract is executed.

10. Contractors must, at all times during the contract term and at their own expense, keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an employer's liability limit of:

   Bodily Injury by accident - $500,000.00 each employee
   Bodily Injury by disease - $500,000.00 policy limit
   Bodily Injury by disease - $500,000.00 each employee

Dallas County and the Dallas County Juvenile Board shall be named additional insured on the said policy. The insurance policies required under this Section shall not be modified or canceled except upon 30 days written notice to Dallas County. Proof of insurance must be submitted to the Dallas County Juvenile Department at the time the contract is executed.

11. Contractors must be in compliance with all applicable City, County, State and Federal laws, regulation codes and ordinances.

12. Applicants must provide the Juvenile Department with a list of any pending/past litigation or investigations that have occurred within the past five (5) years. Include this information in Attachment A of your proposal.
PART III. SCOPE OF WORK

A. Overview

Historically, the Dallas County Juvenile Department has contracted with outside providers for non-residential services for youth at various points on the continuum of delinquent conduct. The needs related to alternative education, monitoring, substance abuse, psychological assessment and treatment services are met through the use of internal programs. The Juvenile Department continues to utilize outside contractors to provide non-residential services to address gaps in the services or when outside providers demonstrated the ability to provide services in a more cost-effective manner. Juvenile Department contracts generally cover a twelve month period and allows Dallas County the option to automatically renew the contracts for two additional twelve month periods, at its discretion, if the contractor is meeting all contractual obligations and is operating effectively as determined by Dallas County. All current contractors are required to participate in the RFP process for FY 2004.

The Juvenile Department is issuing the Request for Proposal (RFP) to solicit specifically identified types of non-residential services to be delivered in the targeted service areas. The services should be designed to enhance probation casework for optimal protection of the community, encourage positive development and prevent further progression into the juvenile justice system. Applicants should give serious consideration to the service categories and the targeted population identified in Section C, below. Only applications which address the needs identified in the RFP will be considered for contract award. The contract period will begin October 1, 2003 and end on September 30, 2004. Juvenile Department budget constraints dictate that proposed fees for services be carefully evaluated on a competitive basis, comparing providers to the lowest cost provider proposing similar services. Given that proposed fees are not allowed to exceed the actual cost of providing services, a close review will be conducted of the projected budget included in your proposal. Reimbursement under the proposed contract will be made under a purchase of services system by which contractors are reimbursed for units of service delivered during a given month. The Juvenile Department does not guarantee referrals to any agency selected for contract award. Thus, prospective service providers must be able to operate without continuous funding from the Juvenile Department. Referrals are made based on the needs of each individual youth for which services are required. Many factors contribute to placement decisions, such as geographical location of the program in proximity to a youths’ homes; agencies’ ability to address multiple needs for youth; bilingual services provided when appropriate; family assistance also provided; etc.

B. Target Population and Geographical Locations

The RFP is soliciting specific non-residential services to be delivered in specific geographical areas. Those service needs and the geographical location of those needs are identified in Section C below. Our primary objective is to minimize time spent in transit to and from the program facilities. We believe that the optimum time for commute is 30 minutes each way. Applicants should review Section C carefully to determine their ability to provide the specified services to the targeted populations. Only applications which address the identified needs will be considered for contract.
The program must be designed to address the needs of youth who range in age from 10-17 and are involved in the juvenile justice system. Agencies selected for contract must contact other possible referral sources, in order to increase opportunities to provide preventive/intervention services for siblings and family members of youth referred for services. Agencies will be required to document these contacts and outcomes on a monthly basis. The program should include services that can be individualized based on the level of intervention that is required, including:

1. Youth placed on probation in the custody of the parent(s)/guardian. This would include probationers who have difficulties in school, truancy issues, negative peer associations, substance abuse issues, lack of family support, and those who are not complying with their conditions of probation or are under pre-adjudicated intensive supervision (PAIS); or

2. In some instances, youth who have recently been released from residential treatment facilities.
# Table – A
Dallas County Juvenile Department
Non-Residential Services Quadrant Table

## Northwest Quadrant

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<tr>
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<td>Coppell</td>
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<td>Dallas</td>
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## Northeast Quadrant

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## Southwest Quadrant

<table>
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## Southeast Quadrant

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<tr>
<td>Seagoville</td>
<td>75159</td>
</tr>
<tr>
<td>Balch Springs</td>
<td>75180</td>
</tr>
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</table>
C. Service Categories and Program Components

Applicants must have the ability to offer a range of services based on the individualized needs of the youth that are referred for services. In addition, Applicants must include services to address the needs of the youth’s family as needed. Preference will be given to programs that broker or attempt to broker program dollars, for example, through use of volunteers, training of others to provide services, etc. Proposals must detail how the program will provide services using innovative approaches, and the efforts that will be made to maximize use of existing community resources that are available at no additional cost to the family and/or the Juvenile Department.

1. Level III Day Treatment Services
   Estimated Funding Available: To Be Determined

Since FY1997, the Juvenile Department has provided day treatment substance abuse services through an internal continuum of care treatment system that included Level III Day Treatment services, Level III Intensive Outpatient services, Level IV Supportive Outpatient services, and Home Intervention Services. The Juvenile Department’s program provides assistance to at-risk youth (ages 10-17) and their families in dealing with substance abuse problems and related issues. The primary objective of this service component is to reduce risk factors and increase resiliency through the provision of various services. Activities within the program are designed to help the youth lead a drug-free lifestyle.

Day treatment services are being solicited in this RFP to explore the cost effectiveness of contracting with community programs for this service. This action was prompted by the department’s budget reduction for FY 2004 and issues pertaining to the facility which currently houses the substance abuse programs. Applicants must be licensed by the Texas Commission on Alcohol and Drug Abuse (TCADA) for Level III Day Treatment and Level IV Supportive Outpatient services. It should be noted that it is the Department’s intent to award only one contract for this service category. No award will be made if it is determined to be in the Department’s best interest to continue to operate this program internally.

Level III Day Treatment Program: Target Capacity: 60 youth

Day treatment programs offer on-site, fully accredited educational instruction and structured treatment service to live-at-home youth with substance abuse problems. Currently, the education component of the day treatment program is provided by the Brown Schools under the Dallas County Juvenile Justice Charter School contract. The Juvenile Department does not anticipate any changes in this arrangement. The program will continue to operate in accordance with the Dallas Independent School District’s school calendar, with transportation provided by Dallas County Schools. In addition to the
education component, the following day treatment service components will be required and must be provided at a minimum, according to Texas Council on Alcohol and Drug Abuse standards where applicable:

1. Individual Counseling Sessions
2. Peer and Family Group Counseling
3. Family Counseling Sessions
4. Drug and Alcohol Education
5. Urinalysis
6. Aftercare

7. Life Skills Training
8. Physical Exercise
9. Assessment/Evaluation
10. Individualized Treatment Planning

Supportive Outpatient Program (Level IV):
Youth transitioning out of day treatment programs generally require supportive outpatient services as part of their aftercare plan. This component provides continued support to the youth as they transition into a less structured daily routine. Level IV supportive outpatient component is also used to treat youth pending admission into the day treatment program. Services in this component should be designed to treat youth who are having problems at home, in school, and in the community but do not have serious enough drug problems to warrant intensive outpatient or day treatment services. This component must include urinalysis, drug education, and individual, family and group counseling sessions, all of which must be provided at a minimum, according to TCADA standards, where applicable.

Applicants for this service category should take into consideration the profile of the youth to be served, which includes, but is not limited to, the following:

1. Sex Offenders
2. Dual Diagnosis
3. Suicide Risks
4. Violent/Aggravated Offenders
5. Mentally Retarded
6. Reluctant parents and/or parents who refuse to participate in services.

It should be noted that with the exception of the education component, the contractor will be responsible for all costs related to the program. This includes, but is not limited to, the cost of the facility, utilities, meals/snacks, security, clerical staff, childcare workers, counselors/therapists, etc.

Preferred Facility Location: Central Dallas County—will serve entire county
Reference Table A, page 10
2. Substance Abuse Treatment Services

Estimated Funding Available: $125,000

We are also soliciting proposals for outpatient services for youth who do not require the structure of a day treatment program. To be considered for a contract, applicants must be licensed by TCADA to provide Level III and Level IV substance abuse services. Providers must be able to complete/interpret assessments to determine the appropriate level of care that will be provided to youth. The following treatment services must be provided:

**Intensive Outpatient Program (Level III):**
Services in this component should be designed to treat youth who are having problems at home, in school, and in the community but do not have serious enough drug problems to warrant day or residential treatment. This component must include urinalysis, drug education and individual, family and group counseling sessions, all of which must be provided at a minimum, according to TCADA standards, where applicable.

**Supportive Outpatient Program (Level IV):**
Services in this component should be designed to treat youth who are having problems at home, in school, and in the community but do not have serious enough drug problems to warrant intensive outpatient or day treatment services. This component must include urinalysis, drug education, and individual, family and group counseling sessions, all of which must be provided at a minimum, according to TCADA standards, where applicable.

**Location of Service Needs:** All quadrants of Dallas County
Reference Table A, page 10

3. Family Preservation Program Services

Estimated Funding Available: $825,000

The objective of this service category is to provide intense and comprehensive home-based services that will be utilized to divert youth from residential placement. The selected program(s) must addresses all of the youth's and family's needs in one cohesive strategy. The program should assist the family in identifying, creating, and/or enhancing natural and community support systems to help the family achieve lasting change. Program staff may assist the family with housing, employment, healthcare, and other needs that are identified as a driving factor contributing to the
parent's lack of structure in the home. The following are typical service components of the family preservation program:

1. 24 hour 7 day a week crisis support
2. Non-crisis services offered 5 days/week
3. Individual and family therapy
4. Parenting skills education
5. Facilitation of educational achievement
6. Facilitation of the development of positive peers
7. Teaching age-appropriate personal habits and social skills
8. Assist the family in accessing community resources

Note: Program designs for this category must follow proven methodologies. Reference data/information on the chosen methodology must be included in Attachment B, Program Design.

Location of Service Needs: All quadrants of Dallas County, Reference Table A, page 10

Targeted Population: Juvenile probationers identified as candidates for residential placement.

4. Intermediate Sanctions  Estimated Funding Available: $700,000

Intermediate sanctions is defined as consequences or punishment administered by the probation officer as a result of non-compliance with the court ordered terms and conditions of probation.

The levels of intermediate sanctions vary and are utilized at the discretion of the probation officer and the probation officer's supervisor during the administrative hearing process in lieu of a referral to the juvenile court for probation violations.

Behaviors/actions warranting referral to intermediate sanctions include but are not limited to curfew violations, truancy, disruptive behavior, failure to participate in required services. The length of stay for intermediate sanctions programs is generally short. They range from 1-2 weekends (Saturday - Sunday) to 1-2 weeks (Monday-Friday).

Typical after school and evening programs are not considered as intermediate sanctions programs. Intermediate sanctions programs should be highly structured and include services that have proven to be successful, based on the applicant's prior knowledge and experience working with this difficult population, specifically youth who have failed to respond to traditional
forms of intervention. An accountable and effective intermediate sanctions programs should be:

a.) Surely, swiftly, and consistently attached to wrongdoing;

b.) Imposed with the goal of repairing harm to individual victims and the community to the greatest extent possible and, more generally, to emphasize the importance of probation compliance;

c.) Perceived to proceed when possible from the community in which the juvenile offender lives;

d.) Flexible and diverse enough to fit a variety of situations and types of offenders;

e.) Sufficiently graduated to respond appropriately to each succeeding offense;

f.) Effective in promoting long-term behavior change; and

g.) Effective in reducing recidivism among juvenile offenders

Intermediate sanctions applicants whose primary focus is community service should note the following requirements:

1. The community service projects must occur on the weekends and away from the contractor's facility.

2. Time served on community service projects facilitated by intermediate sanctions programs will not be credited to community service hours ordered by the court.

Intermediate sanctions applicants should take into consideration specific staffing requirements for programs that require physical training. Staffing for such programs must include the following:

1. Registered nurse or licensed vocational nurse to conduct the required physicals.

2. Certified physical trainer to oversee the exercises.

3. All direct care staff must be trained in standard first aid and CPR.

4. All direct care staff must be trained on de-escalation techniques for management of verbally and physically aggressive behavior. The training program utilized must be one that is recognized by the Texas Juvenile Probation Commission.

Location of Service Needs: All quadrants of Dallas County

Reference Table A, page 10
5. Independent Living Preparation Programs

Independent Living Preparation Programs provide services that are designed to prepare appropriate youth for successful independent living. Youth who need this type of service typically have poor family support, are contributing to the financial resources in the household and/or have no appropriate home situation and no strong positive adult role models. This service category should include the following components:

1. Teen Parenting Skills
2. Life Skills
3. Pre-employment skills
4. Employment Assistance /Job Placement
5. Counseling
6. Strategies for assisting youth in securing housing and companion services required to support this arrangement, when appropriate.

LOCATION OF SERVICE NEEDS: All quadrants of Dallas County
TARGETED POPULATION: Reference Table A, page 10
Pregnant or parenting teens
Youth ages 16 and 17 years

6. Special Populations Services

This service category would include services designed to address the needs of youth and families that can not be adequately addressed by means of the traditional services offered by this department due to cultural/language barriers and other special needs issues.

LOCATION OF SERVICE NEEDS: All quadrants of Dallas County
TARGETED POPULATION: Reference Table A, page 10
Southeast Asian youth/families from Cambodia, Lao, and Vietnam.

7. Vocational Training Programs

The objective of the vocational training program is to give youth a chance to become exposed to the fundamentals of their desired trade through hands-on experience. Upon successful completion of the vocational training program, the youth will have a skill that can be utilized to either further his/her training or seek an apprentice job. These services should be available for age-appropriate clients, and should include other components to increase the likelihood of success, such as vocational assessment and career exploration, pre-employment skills training; job placement
assistance; independent living skills/life skills. Examples of core service components for vocational training programs are as follows:

Machine Shop & Welding  General Automotive Maintenance
Residential Carpentry  Electrical Construction/Repair
Nurses Aid  Painting and Decorating
Business Office Services  Small Engine Repair
Computer Training  Air Conditioning and Heating
Auto Body Repair  Janitorial Services
Horticulture Skills  Masonry
Plumbing

**LOCATION OF SERVICE NEEDS:** All quadrants of Dallas County

Reference Table A, page 10

**TARGETED POPULATION:** Youth ages 16 and 17 years

8. Other Programs:

The purpose of this category is to identify other service needs outside of the core service needs that are being solicited by this RFP. Potential applicants should note that services listed in this section are not considered critical to the service needs of the Juvenile Department at this time. Contract award(s) for this service category is contingent upon Dallas County Commissioners Court allocating additional non-residential services funds.

**A. Alternative Education/GED Programs:** These services must address the needs of youth who are not appropriate candidates for a high school diploma. Service components which should be included in this service category are: GED preparation curriculum, English as a Second Language curriculum, Literacy, Remedial Education, pre- and post-GED tests, computer assisted curriculum, and other companion services such as: pre-employment skills training, job assistance/job placement, job retention coaching, independent living skills/life skills; career exploration and facilitation of vocational training, when applicable.

**Location of Service Needs:** All quadrants of Dallas County

Reference Table A, page 10

**B. After School Programs:** The program should be operated between the hours of 3:00 p.m. and 9:00 p.m. in which supervision and structured programming is provided. This service category should include but is not limited to the following services components:
Educational Support/Tutorial Services
Social/Life Skills Classes
Drug/Alcohol Abuse Education
Gang Intervention/Prevention Services
Parenting Support Groups
Individualized Case Management
Community Linkage

The primary focus of the community linkage component should be to link youth with free community-based programs that provide structured activities that will continue after the youth is discharged from the after school program. For age appropriate youth, job placement should be given first consideration. The community linkage process should include, but is not limited to the following:

Identification of appropriate community resources based on the individual needs of the youth.

Facilitation of the referral/enrollment process

Short-term monitoring and follow-up to ensure a successful transition into the community based program.

Location of Service Needs: All quadrants of Dallas County
Reference Table A, page 10

C. **Wraparound Services**: Comprehensive services to juveniles and families following the wraparound process to build child and family teams who will develop individualized treatment plans that are needs-driven, based upon existing strengths, and include a combination of public and community-based services. Providers proposing wraparound services must be able to demonstrate prior experience in providing services using the wraparound process, including formal training from recognized wraparound professionals. Although individualized case planning is essential for this service category, the Proposal must include a community linkage component as described in the After School and Evening service category.

Location of Service Needs: All quadrants of Dallas County
Reference Table A, page 10

D. **Mentoring**: Services should be designed to provide a positive adult support system through assignment of a mentor to youth who have little family support or positive adult influences. The mentor helps youth to develop trust through the relationship developed and acts as a positive role model. The service contacts typically include one-on-one interaction between the mentor and youth for a
minimum of weekly contacts. The goal is to contribute to the youth's emotional and social adjustment. This service type may be offered as an independent service type or as one of the program components. If offered as an independent service type, the Proposal must include a community linkage component as described in the After School and Evening service category.

<table>
<thead>
<tr>
<th>Location of Service Needs:</th>
<th>All quadrants of Dallas County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Reference Table A, page 10</td>
</tr>
</tbody>
</table>

PART IV. PROPOSAL EVALUATION PROCESS

Proposals will be evaluated by a review panel appointed by the Juvenile Department. The review panel will evaluate and score submitted proposals based upon the criteria listed below. During the proposal evaluation process, the review panel may: schedule interviews with selected applicants to discuss the proposal content in greater detail; request samples of prior work; request demonstrations; and/or conduct site visits to observe programs in operation. The review panel reserves the right to request any and all additional information needed to complete the evaluation process. The following criteria will be used by the review panel in evaluating proposals.

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<tr>
<td>Program Design, Performance, Staff Qualifications</td>
<td>55 points</td>
</tr>
<tr>
<td>Cost Efficiency</td>
<td>10 points</td>
</tr>
<tr>
<td>Dallas County MW/BE</td>
<td>15 points</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100 points</strong></td>
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Agencies must address each of the evaluation components in sufficient detail as to allow the review panel to clearly understand the applicants proposed services. The various attachments will also be considered in the proposal evaluation and should support the proposal narrative. The narrative should be clearly organized to coincide with the evaluation criteria listed above.

Prior Agency Experience

The narrative should address the applicant's prior experience in managing, developing and implementing similar programs or populations. Particular emphasis will be placed on experience dealing with at risk youth or youth who are involved in the juvenile justice system. Provide copies of contracts, letters of collaboration, references or any other documentation that will help the panel to evaluate your organization's experience. Agency experience is addressed in Attachments A and A1 of the RFP.
Program Design, Performance and Staff Qualifications

Provide a detailed narrative of your program design. Provide descriptions of all services that will be provided. Detail their duration and any other information that you consider relevant in evaluating your program design. Include any studies or research that prove the effectiveness of your methodology. Include your plans to establish community linkage, which will be available for clients after discharge from your program. Applicants must include some method of follow-up services after the client has completed the established length of service. Applicants must also include a plan to address cultural diversity and training.

It is critical that your proposal includes actual evidence of the effectiveness of your program. In an effort to standardize the evaluation of program performance and effectively evaluate the programs in this area, the following data must be included in Attachment A-1 of the proposal:

a. Demographic Profile of youth served: age, ethnicity, felony referrals
b. Number of Enrollments
c. Length of Stay in the program
d. Successful Vs Unsuccessful Discharges
e. Recidivism
f. Post program Placements
g. Any other data that will illustrate the effectiveness of your data

Applicants must provide raw data as basis for their computations.

Note: Current Juvenile Department Contractors are not required to submit this information (items a through f). The Juvenile Department already has this information in its database and performance data will be computed by the department.

Applicants must identify the actual staff members, job descriptions, their qualifications and detail their experience providing the type of service being proposed. Copies of all relevant licenses, certificates other documents must be included in Attachment B, Program Design of the RFP.

Cost Efficiency

Applicants will be evaluated on their organizations financial stability. The panel will review the organizations current and prior year total agency operating budget, list of major sources of revenue such as grants and endowments etc. Also include any proposed in-kind or cash match proposals you wish to implement. Proposals must include a detailed outline of the applicant's plan to pursue third-party funding sources for youth referred for services prior to billing Dallas County. Cost efficiency is addressed in Attachments A, C and C1 of the RFP.
PART V. FEE FOR SERVICES AND BUDGET JUSTIFICATION

Compensation and Budget Consideration

1. Proposals must be based upon a fee for service rate (unit rate) in which funds are justified and reimbursed according to specific units of service (i.e. hour, session, day, week, month).

2. The Dallas County Juvenile Department does not guarantee that a specific number of youth will be enrolled in any non-residential program under contract.

3. Attachments C and C-1 outlines the format to be utilized for budget presentation.

4. All fees proposed and approved by the Juvenile Department will have corresponding minimum service requirements, determined by the Juvenile Department and Service Provider, to justify the maximum rate. If less than the minimum service requirements are met, a pro-rated amount will be applied, as stipulated by the Juvenile Department.

5. Reimbursement of actual program costs will be made no later than 30 days after receipt of:
   a. A verified and proper reimbursement request; and
   b. Required statistical and/or programmatic documentation; and
   c. Documentation to indicate Insurance requirements have been met.

6. Applicants proposing “in-kind”, “match” funds, or other funding sources will be given special consideration.

7. Contractors must first pursue any third-party funding sources or alternate parent payment plans for youth referred for services prior to billing Dallas County including, but not limited to, private health insurance, NorthSTAR and CHIPS. Contractors will be required to show proof of such efforts before requesting reimbursements from the county. Contractors will be required to accept these reimbursements from the applicable plan as payment in full.

PART VI. REQUIRED PROPOSAL FORMAT

EACH PROPOSAL MUST CONTAIN THE FOLLOWING DOCUMENTS ORGANIZED IN THE SEQUENCE LISTED BELOW. SUBMIT ONLY THE DOCUMENTS LISTED BELOW. OTHER PAGES ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY.

1. Request for Proposal Cover Sheet - Enter your agency name and date submitted on the RFP cover sheet and use it as your Proposal Cover Sheet. List each agency that
will provide services, as detailed in the proposal.

2. Table of Contents

3. Transmittal Letter - Your letter should be submitted on your agency’s letter head, and should not exceed five pages in length. The cover letter will serve as the proposal abstract and should include the following:

a. A statement of your intent to submit a proposal and a brief summary of the program proposed, including a description of the program design to be used.

b. A brief history of your agency, including participation in similar family strengthening projects.

c. A brief history of the collaborating agencies, if you form a collaborative effort.

d. Statement that your organization has the fiscal capacity to operate the program.

e. Summarize the implementation costs, per diem rates, and equipment needs for your proposed program.

f. Clarify the relationship, if any, between your current funding sources and the funds requested in this RFP.

g. Contact person and phone number for questions regarding proposal.

4. Attachment A - Questions Regarding The Agency - All questions must be answered. These responses should be applicable for all services proposed, and note any response that would not apply to all.

5. Attachment A1 – Documentation of Experience/ Performance Measures

6. Attachment B - Program Design - Detailed responses to all questions must be given in this section. This section must be completed for each Program Component to be provided.

7. Attachment B1 – Component Descriptions - Complete an outline of your proposed services and program mechanics using Attachment B as the guide.

8. Attachment C – Line Item Budget - Give a detailed justification of how you arrived at the proposed fee(s). The justification must include a detailed budget in the format provided in this attachment. The proposal may list a unit rate per day that includes multiple categories, a unit rate per service category or line items. Give a detailed plan of how you will pursue third-party funding sources for referred for services prior to billing Dallas County including, but not limited to, private health insurance, NorthSTAR, and
CHIPS eligibility.

9. **Attachment C1 - Budget Narrative**

10. **Attachment D - Indemnity/Insurance Requirements** - Sign the statement provided in this attachment indicating that the executive director of the program has read and agrees to maintain the described minimum insurance coverage requirements. Submit a copy of your current liability insurance coverage if applicable.

11. **Attachment E - Minority/Women Business Specifications** - Complete the seven (7) page attachment and follow the instructions on the Attachment E Cover Sheet included in this proposal.

12. **Attachment F - Notarized Statement** - Sign the statement provided in this attachment in front of a Notary Public, indicating the executive director and board chair of the program has read and approves the content of the proposal submitted.

13. **Attachment G - Facility Inspections & Licenses** - Attach copies of the following required inspections according to the specifications below:

   a. Dallas County Health Department Inspection - Facilities must pass health inspections according to Department of Human Services Standards, only if food is prepared and served in the program facility. Based on this criteria, if a health inspection is not required, the Service Provider is subject to a health and safety condition review conducted by the Juvenile Department.

   b. State Fire Marshall Inspection - Facilities must pass a fire inspection every two (2) years. A copy of a valid certificate must be included with your proposal.

   c. Certificate of Occupancy - If this certificate cannot be issued until repairs are completed, attach a letter and application for Certificate of Occupancy indicating the reason for the delay and the projected date of completion. All certificates or proof of application must be submitted before contracts for selected proposals can be executed.

   d. Agency/Facility Licenses - Attach copies of facility or program licenses consistent with standards relevant to the program type proposed (drug programs require TCADA licensure).

14. **Attachment H - Additional Information** - Should include other relevant information to be considered, including any required documentation not listed as an attachment. All information included as Attachment K must be 8 ½" by 11" in size.
PART VII. INSTRUCTIONS FOR COMPLETING PROPOSAL

A. All questions regarding the RFP process should be submitted to:

Virginia L. Ward
Dallas County Juvenile Department
Henry Wade Juvenile Justice Center
2600 Lone Star Drive, Box 5
Dallas, Texas 75212
(214) 698-4272
(214) 698-4247 fax
Vward@dallascounty.org

B. Proposals must be organized in the sequence stipulated in Part VI herein. Each page of the proposal shall be consecutively numbered beginning with the Cover Sheet as page 1. Each page must be printed on one side only, and three hole punched. Proposals should be type set in not less than twelve characters per inch, with a minimum character size of ten points. All documents included in the proposal must be 8 ½" by 11" in size. Proposal must not be bound (fastened with a binder clip only). The Proposer must use dividers to separate each section of the proposal.

C. Proposers must submit one original and fifteen (15) unbound copies of the proposal. The original and copies must be complete, with all required attachments and supporting documentation. The Proposer must utilize dividers to separate each of the sections of this proposal. The original and 15 copies must be submitted in a sealed format. Failure to follow the requirements to submit a sealed proposal will result in your proposal not being considered.

D. Proposals submitted via fax transmission will not be accepted. Proposals submitted directly to the Dallas County Juvenile Department will not be considered, and the Juvenile Department accepts no responsibility for notification to the Applicant or forwarding of the proposal. Complete proposals must be submitted to the address below at the Dallas County Purchasing Department no later than Monday, July 7, 2003, @ 2:00 P.M. Proposals will not be accepted after this time and date. A complete proposal includes all documentation required as explained in Part VI herein. Incomplete proposals will not be considered. The Juvenile Department retains the right to check each document submitted for validity.

E. Juvenile Department reserves the right to check each reference/document submitted in conjunction with this RFP.

F. A formal interview as part of the selection process may be required prior to the award of contract.
G. Proposals must be submitted to: Phillip Vasquez, Purchasing Agent
Dallas County Purchasing Department
Records Building
509 Main, 6th Floor, Room 623
Dallas, Texas 75202

PART VIII. DALLAS COUNTY POLICY REGARDING REQUESTS FOR PROPOSAL
AND PROPOSAL SUBMISSION

A. Policy for Selection of Award

The Applicant will be required to submit a proposal meeting all requirements of this RFP. The proposals submitted will be evaluated based on competence and qualifications for the services to be performed at fair and reasonable prices. Dallas County reserves the right to waive qualifications irregularities. An overview of the evaluation process will be presented at the pre-bid conference.

B. Ambiguity, Conflict or Other Errors in the RFP

If the Applicant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he/she shall immediately notify the Juvenile Department of such error in writing, and request modification or clarification of the document. Modification will be made by issuing an Addendum. Written notice will be given to all parties who have been furnished with the RFP, without divulging the source of the request for same.

If the Applicant fails to notify the Juvenile Department of an error or ambiguity in the RFP that is known to him, or should have been known to him, prior to the date and time fixed for submission of proposals he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The Juvenile Department may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addendums will be numbered consecutively beginning with 1.

C. Notification of Most Current Address

The Applicant in receipt of the RFP shall notify the Dallas County Purchasing Department, (214) 653-7431, of any address changes, contact-person changes and/or telephone number addition/changes, no later than 48 hours prior to the date and time fixed for submission of proposals.
D. Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Applicant contractually.

If the Applicant is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. If the Applicant is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign. If the Applicant is an individual, that individual shall sign.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Dallas County Purchasing Department prior to the submission of the proposal or with the proposal.

E. Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in this RFP. All questions posed by the RFPs must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

F. Proposal Obligation

The contents of the proposal and any clarification thereof submitted by the selected Applicant shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

G. Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Applicant, shall be included in the proposal.

H. Ownership of Proposal

All proposals become the property of Dallas County and will not be returned to the Applicant.
I. Contract Development

The content of the RFP and selected Applicant’s proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Applicant must be amenable to inclusion in a contract of any information provided either in response to this RFP, or subsequently during the selection and negotiation processes.

J. Mandatory Contract Clauses

The following contract clauses are considered mandatory, and will be required in all awarded contracts:

1. **Insurance.** Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of the Contract, including any renewals or extensions. If any of the minimum insurance required under this Contract lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall withhold any and all payments due Contractor until: (a) minimum required insurance is acquired and provided to the satisfaction of County; or (b) four (4) years from termination date; or (c) four (4) years from the date all claims and/or suits are finally settled and/or extinguished. This provision shall survive the Contract termination.

2. **Notice.** Any notice required or permitted herein shall be deemed to have been given when hand delivered or three (3) days after being sent US Mail, certified, return receipt requested, to the following addresses: (Contractor’s Address)

3. **Binding Contract and Authority.** This Contract has been duly executed and delivered by both parties and constitutes a legal, valid or binding obligation of the parties. Each person executing this Contract on behalf of each party represents and warrants that they have full right and authority to enter into this Contract.

4. **Amendment.** This Contract may not be amended except in a written instrument specifically referring to this Contract and signed by the parties hereto.

5. **Applicable Law.** This Contract shall be governed by and construed in accordance with laws of the State of Texas. Venue of any legal action filed by either party shall lie exclusively in Dallas County, Texas. Nothing herein is intended to benefit any third party beneficiaries.

6. **Immunity.** This Contract shall be expressly subject to the County’s Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all other applicable federal and State law.
7. **Severability.** In the event that one (1) or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this Contract, which shall remain in full force and effect.

8. **Default/Waiver.** It is not a waiver of default if the non-defaulting party fails to immediately declare 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 as provided by law.

9. **Entire Contract.** The Contract, including all exhibits and addendums, constitutes the entire Contract between the parties hereto and supersedes any other contract concerning the subject matter of this transaction, whether oral or written.

10. **Assignment.** The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, sublet or transfer the Contract or any interest in the Contract without prior written authorization from the other.

11. **State Funded Project.** This Contract is funded by the State of Texas and/or the federal government. Any statute, rule, regulation, grant, contract provision or other law, rule regulation or provision that imposes additional or greater requirements than stated herein, and that is directly applicable to the services rendered herein, shall be complied with by the responsible party without additional cost or expense to the County.

12. **Fiscal Funding Clause.** Notwithstanding any provisions contained herein, the obligations of Country under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein for the term. Contractor shall have no right of action against the County in the event County 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 is unable to fulfill its obligation under this Contract as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, shall provide funds from a separate source or may terminate this Contract by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.

13. **Indemnification/Liability.** Contractor agrees to indemnify and hold harmless the Juvenile Department and Dallas County, their officers, employees, agents and subcontractors from and against any and all loss, claims demands, actions, suits, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, courts cost, litigations expenses and attorneys fees) arising or alleged to arise from, or in any way related to (whether directly or indirectly, causally or otherwise) any act or omission (intentional or otherwise) of Contractor or any of its...
agents, servants, employees, subcontractors or invitees. This provision shall survive the termination of this contract.

14. Independent Contractor. Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other.

K. Loss, Damage, or Claim

The Applicant shall waive, release, hold harmless and indemnify the Dallas County Juvenile Department, the Dallas County Juvenile Board, and their respective officers, agents, employees, and representatives, against all claims arising from Applicant’s performance or work related to the RFP, proposal, or resulting contract for personal injury or property damage arising from; whether caused by the contractual negligence, negligence or gross negligence of Applicant, its officers, employees, agents or representatives.

In addition, the Applicant shall totally indemnify Dallas County for damage or destruction of the County’s property, equipment and/or supplies caused by the Applicant, its employees, agents or subcontractors.

L. Collusion

The selected Applicant will be required to provide an affidavit that he has not conspired with other potential applicants in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more organizations or entities from presenting a combined or joint proposal as described in Paragraph (M) below.

M. Collaborative Proposals and Subcontracting

Two (2) or more organizations or entities may collaborate in preparing a proposal in response to this RFP. However, one organization must be designated as the primary Applicant, sign required documents and assume all responsibilities as outlined in this RFP. Subcontracting for the services described in the proposal is permitted if specified in the proposal. If any portions of the services are to be subcontracted, include in Attachment A letters of agreement or intent with the entities that will provide the services.

N. Award of Contract(s)

Dallas County may select one or more proposals for the award of a contract. Proposals are scheduled to be reviewed and evaluated so that a recommendation for the award of a contract(s) will be presented to the Dallas County Juvenile Board and Commissioners Court in September, 2003. The contract will be between the selected Proposer and Dallas County, and will be administered by the selected Proposer and Dallas County Juvenile Department. Due to the nature and scope of the work required, it may be necessary to increase, decrease, or otherwise modify the scope of the effort or terms of the contract. Therefore, Dallas County may, from time to time, request revisions to the contract in order
to adjust to its requirements. All contract modifications require formal Dallas County Juvenile Board and Commissioners Court approval.

In addition to any rights and remedies detailed in the general requirements of this RFP, Dallas County reserves the right to terminate any contract based upon failure to comply with usual and customary practices of the industry, breach of any laws, rules or regulations, failure to significantly comply with contractual requirements, or failure to meet the performance expectations as established by Dallas County. Dallas County, may terminate the contract at will, based upon a thirty (30) day written notice.

Notwithstanding any provisions contained herein, Dallas County's obligation under this RFP and the resulting contract are expressly contingent upon the availability of funding for the term of the contract and any extension thereto. Contractor shall have no right of action against the County in the event the County is unable to fulfill its obligations under this RFP and the resulting contract, as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this project or failure to budget or authorize funding for this project during the current or future fiscal years. In the event the County is unable to fulfill its obligations as a result of lack of sufficient funding or if funds become unavailable, Dallas County, at its sole discretion, shall provide funds from a separate source or terminate this contract without penalty to the County.

O. No Communication Rule

Applicants or their representatives are requested not to make individual contact with Dallas County Commissioners, Dallas County Juvenile Department review panel members or other individuals involved in the selection process, from the RFP deadline date through the evaluation process and award of contract. Written questions and requests for clarification must be faxed to Virginia L. Ward at (214) 698-4247, no later than 5:00 p.m. on June 24, 2003. Answers will be provided in writing to all potential Proposers within a reasonable time to allow for changes to be made to proposals, if applicable.

P. Governing Law and Venue

The RFP and resulting contract shall be construed in accordance with the laws of the State of Texas, and exclusive venue for any legal actions between the parties arising from this RFP and the resulting contract shall be in Dallas County, Texas.
ATTACHMENT A

QUESTIONS REGARDING THE AGENCY

Complete the following questionnaire. Proposers should recreate this questionnaire and expand pages as needed to completely answer all questions.

1. General Information
   a. Name, address of Company/Organization, phone/fax number, and email address:
   b. Type of business entity (corporation, partnership, sole proprietorship, etc.):
   c. Place of incorporation (if applicable):
   d. Address of major offices/locations located in Dallas County or the surrounding area, identifying the local branch office and person who will be responsible for the Dallas County non-residential services contract:

2. Qualifications
   a. Statement regarding financial stability (include current and prior year total agency operation budget and list major sources of revenue):
   b. Describe your organization's present workload (major projects) outlining the percentage of time available for this project and how the workload will affect the firm's capability to deliver the services outlined in the proposal.

3. Prior Experience
   a. Number of years experience in providing the proposed service or similar services to at risk youth:
   b. List specific programs which constitute the reported experience, including location, length of operation, nature of program, and brief discussion of your organization's effectiveness in providing the service. The following information must be included: Name, address, telephone number of the appropriate authority with your funding source or contract administrator who can verify the information provided.
   c. Provide copies of contracts, letters of good standing from current funding sources for similar programs, letters of collaboration, references or any other documentation that will help the panel to evaluate your organizations experience
   d. List any pending/past litigation or investigations that have occurred in the past five (5) years.

4. Intention
   State briefly why your organization believes its proposed services best meet the objectives of the Dallas County Juvenile Department. Describe in detail any features, aspects, or advantages of its products and services in any relevant area not covered elsewhere in this proposal.

5. Challenges/Potential Problems
   Discuss briefly the challenges, potential problems and barriers to success in providing the proposed services to the target population.
ATTACHMENT A-1

DOCUMENTATION OF EXPERIENCE/PERFORMANCE MEASURES

On separate pages, provide the following information for each program that is cited under program experience in Attachment A;

1. Demographic Profile of youth served: age, ethnicity, felony referrals
2. Number of Enrollments
3. Length of Stay in the program
4. Successful Vs Unsuccessful Discharges
5. Recidivism
6. Post program Placements
7. Any other data that will illustrate the effectiveness of your data

Applicants will be required to provide raw data as back up for their computations. Note: Current Juvenile Department Contractors are not required to submit this information. The Juvenile Department already has this information in its database and their performance measures will be computed by the department.
ATTACHMENT B

PROGRAM DESIGN

A. Narrative: On a separate page, provide a detailed description of the services that will be provided.

1. Program Description
2. Program Components
3. Hours of service per week
4. Days of service per week
5. Physical location where services will be provided
6. Average Length of Stay
8. Staff/CClient Ratio

B. Referral Criteria

1. What geographical areas will your program serve? Utilize Table A, page 10 to identify the specific quadrant to be served.
2. Describe the specific population you are proposing to serve.
3. Will you provide services for males and females?
4. How will you assess the needs of clients referred for services?
5. What services are available for Non-English speaking youth? Parents?
6. Describe clients who are inappropriate for your program.
7. What is the expected length of time between “referral” and actual date that services will begin?
8. How many clients do you expect to serve monthly ___? Annually ___?
9. What is the maximum number of clients your program can serve monthly ___? Annually ___?

C. Goals and Objectives: List the goals and objectives for your program. The goals must outline the expected number of clients to be served. The program goals must be measurable.

D. Performance Measures: What is the targeted success rate (%)?

Explain how the goals will be measured to determine program effectiveness. The selected Provider will be required to provide written documentation to the Juvenile Department that these goals have/have not been met on a monthly basis. Contractor performance for FY 2004 will be evaluated based on your outcomes compared to the established goals.
E. **Evaluation Process**: Describe the evaluation process that will be used to evaluate the effectiveness and the efficiency of the program. The description should include who conducts the process, how the process in conducted, the tracking system used, what factors are tracked and the evaluation period.

F. **Family Involvement**: Explain how families will be involved in the program. Include what family services will be provided; when, where, and by whom.

G. **Methodology**: Explain why you chose the program format and how it can be effective toward the target population. Include any pertinent research here, including internal program evaluation results and other documented research results (national or local) to support your Program Components.

H. **Impact on Persons of Color**: Explain how your program will reduce the number of persons of color entering the juvenile justice system.

I. **Pending Issues**: List any issues which you must address prior to delivery of services?

J. **Hours of Operation**:

1. How often will services be provided? (Hourly, Daily, Weekly, Monthly)

2. What are your hours of operation?

3. If your program requires flexible scheduling, describe the minimum service hours with each client and the criteria that will be used to determine schedule.

4. Describe the format your program will utilize for services (semester, year-round, etc.). Include holiday schedules, school break schedules, and any other day when your program would not be operational and will not be paid for services. Will your program change during the summer months? If yes, how?

K. **Staffing Issues**:

1. What staff position will serve the function of liaison that will report the on-going status of clients in the program?
2. Identify the actual staff members, job descriptions, their qualifications and detail their experience providing the type of service being proposed. Copies of all relevant licenses, certificates and other documents must be included in this section of the proposal.

3. The Dallas County contract for non-residential services requires that all staff receive a minimum of 3 hours of cultural competency training annually. Cultural competency is defined as the knowledge of an individual’s culture to include history, religion, traditions and customs. This knowledge should lead to sensitivity on how their culture affects behavior. How will you ensure cultural competency in all aspects of your program, including instilling cultural sensitivity in your staff? Your response must include, but is not limited to, the following information:

   a. How often and for how many hours per year does your staff receive cultural competency training to meet the needs of the diverse ethnic population?
   b. Does your agency employ bilingual staff-persons? If yes, how many?
   c. If yes, list the languages spoken by those staff.
   d. If yes, how many of your bilingual staff-persons work directly with the children and their families?

4. All staff and volunteers must receive a criminal background investigation, prior to any contact with Dallas County youth. Criminal background investigations must be conducted prior to employment and at least annually, thereafter. Explain the procedure utilized/to be utilized by your agency to obtain Criminal background investigations. Documentation of criminal background investigations must be submitted to Dallas County at the time of the execution of a contract.

5. All staff who are in direct contact with youth as part of their regular job functions must receive a minimum of six (6) hours of training in de-escalation techniques annually, that address verbally and physically aggressive behaviors using one of the training programs recognized by the Texas Juvenile Probation Commission. The following training programs are approved by the Texas Juvenile Probation Commission:

   1. Nonviolent Crisis Intervention, Crisis Prevention Institute (CPI)
   2. Handle With Care Behavior Management System, Inc.
   3. The Mandt System, David Mandt & Associates
   4. Prevention Management of Aggressive Behavior(PMAB)

   Explain your agency’s plan for ensuring compliance in this area. Your response must include, but is not limited to, the following information:
a. Identify the behavior management/restraint program to be utilized by your program.
b. Does your agency employ a certified trainer for the program to be utilized?
c. How many hours of training will staff receive each year and at what frequency?

6. All staff who are in direct contact with youth as part of their regular job functions must receive a minimum of 9 hours training in standard first aid and cardiopulmonary resuscitation (CPR) annually. Explain your agency's plan for ensuring compliance in this area.

D. Physical Facility and Location:

1. Describe your physical facility and equipment including:
   a. Address and area location in Dallas County (include Mapsco Code if known).
   b. Square footage of rooms relevant to the services proposed.
   c. Building layout and/or structure (i.e. strip shopping center, independent building, 2 story, public facility, etc.).
   d. Special equipment that will be utilized (i.e. computers, equipment, gym, pool, etc.).

2. Do you plan to move during the fiscal year? If so, describe new location and reason for your expected move.

E. Transportation:

1. Is transportation provided for all clients? If yes, by what means? (van, private auto, other) If other, explain. If provided only on an as needed basis, explain what criteria is used to determine need.
2. Is your facility accessible by mass transit? If yes, what is its distance from facility?

F. Meals/Snacks:

1. Do you provide free meals/snacks? If yes, will you have food prepared on-site?
2. Indicate which meals/snacks are provided. What types of food will be served? Who prepares the food, and how the menu is developed?
ATTACHMENT B-1

PROGRAM COMPONENT DESCRIPTIONS

INSTRUCTIONS: Complete an outline for each of the Program Components that your Agency information contained in Attachment B of this RFP. If you are selected for a contract, your component description will be developed as the "work statement" part of your contract. The component description is a brief outline of your program narrative. Use the following format as a guide.

DESCRIPTION FORMAT:

I. Service Category (described in Attachment B - Program Design)
II. Unit Rate Per Service Unit and/or Line-Item Budget Total
III. Program Schedule
IV. Program Components
V. Other Pertinent Information

See example on page 38.
EXAMPLE: PROGRAM COMPONENT OUTLINE EXAMPLE

I. INTERMEDIATE SANCTIONS PROGRAM

II. COST = $XX /DAY

III. Program Schedule
   a. Days: Monday thru Friday
   b. Youth will be picked up daily beginning at 3:00 p.m.
   c. In facility hours: 3:00 p.m. - 7:00 p.m.
   d. Youth will be transported home after daily program, prior to 10:00 p.m.

IV. Program Components
   A. Literacy/School Support  Minimum: ____ hour(s) per day
      Every youth referred will receive individualized educational services according to
      their identified areas of need.
   B. Life Skills Group Sessions  Minimum: ____ hour(s) per week
      Topics will include: Banking, Career Exploration, Job Readiness, Successful
      Budgeting
   C. Vocational Training  Minimum: ____ hour(s) per day
      Program participants will receive hands-on experience in carpentry, plumbing and
      electrical construction.

V. Program Mechanics
   A. Average Length of Stay: 4 - 6 months
   B. Staff/Youth Ratio: 1:12
   C. Holiday Schedule: New Years Day, Dr. Martin Luther King, Jr.
      Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day ,
      Christmas Day

VI. Direct Care Staff and Minimum Qualification
   Program Director: Bachelors degree in social work or related field, plus 3 years
   experience working with at-risk youth.
   Vocational Instructors: Must be licensed in field of expertise, plus 5 years experience.
      Must have 1 year experience working with at-risk youth.
   Life Skills Counselor: Bachelors Degree in social work or related field, plus 1 year
      experience working with at-risk youth.
   Monitors/Support Staff: Must have 1 year experience working with at-risk youth.
ATTACHMENT C
LINE ITEM BUDGET

Give a detailed justification of the fees proposed by outlining your projected budget for FY 2004. The following budget items can be used as a guide but there may be other budget items specific to our program. Attach a budget summary that briefly describes how each line item was determined.

<table>
<thead>
<tr>
<th>Minimum Number of Clients Required To Break Even:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUDGET ITEMS</td>
</tr>
<tr>
<td>Salaries</td>
</tr>
<tr>
<td>Fringe benefits and payroll taxes</td>
</tr>
<tr>
<td>Food</td>
</tr>
<tr>
<td>Transportation, if relevant (vehicle maintenance and mileage)</td>
</tr>
<tr>
<td>Postage and printing</td>
</tr>
<tr>
<td>Equipment rental (copy machine, fax, etc.)</td>
</tr>
<tr>
<td>Youth activity costs</td>
</tr>
<tr>
<td>Staff training</td>
</tr>
<tr>
<td>Insurance</td>
</tr>
<tr>
<td>Rent</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>License fees</td>
</tr>
<tr>
<td>Office, medical, educational and recreational supplies</td>
</tr>
<tr>
<td>Other - specify</td>
</tr>
<tr>
<td>Other - specify</td>
</tr>
<tr>
<td>Other - specify</td>
</tr>
<tr>
<td>Sub-contracted professional services</td>
</tr>
<tr>
<td>Sub-total of expenses</td>
</tr>
<tr>
<td>Less amount of other funding sources</td>
</tr>
<tr>
<td>Net total program cost to be funded by Juvenile Department</td>
</tr>
</tbody>
</table>
ATTACHMENT C-1

BUDGET NARRATIVE

Prepare a budget summary that describes the method that was used to calculate the line-item for each category that funding is requested in Attachment C, and a brief description of how the funding will be used.

EXAMPLE:

Salaries: $0000 The total budget for this line item includes the following:

Executive Director $0000. X 10% of the time = $0000
Case Manager ( ) $0000. X 100 % of the time = $ 0000
Case Aid (part-time) $0000. X ( ) hours per week X ( ) weeks = $0000.

The Executive Director will serve as the liaison for the project, and will be responsible for program oversight to ensure that contractual obligations are met. Three full-time case managers will provide the following services: supervision of clients, maintaining documentation of client's participation level, conducting in-home visits, etc.

Supplies: $0000 The total budget for this line item includes the following:

Office Supplies: $0000 - Costs will include postage, copy paper, envelopes, letterhead, computer diskettes, paper clips, pens, pencils, rulers, scissors, writing pads, etc. that will be used in the administrative functions of the program.

Project Supplies: $0000 - Funding will be used to purchase textbooks for GED, software, art supplies, etc.
ATTACHMENT D

DALLAS COUNTY INSURANCE and INDEMNIFICATION REQUIREMENTS

If awarded a contract with Dallas County Juvenile Department, I agree to maintain the insurance requirements specified in RFP No. 2003 - for the entire term of the contract.

Signed: ____________________________ Date:
ATTACHMENT E

MINORITY/WOMEN BUSINESS SPECIFICATIONS COVER SHEET
Each Proposer is requested to carefully read the following MINORITY/WOMEN BUSINESS POLICY OF DALLAS COUNTY. If you have questions and/or comments regarding the policy statement, how to become a certified minority/women-owned business for the County, or how to complete the Letters of Assurance A or B and the MBE/WBE Identification form, please call the M/WBE Coordinator, Mr. Irvin Hicks, at: 214-653-6018 or 214-653-6021.

THIS INFORMATION MUST BE ACCURATELY COMPLETED IN ORDER TO MEET THE MINIMUM QUALIFICATIONS FOR PROPOSAL CONSIDERATION. THUS, AGENCIES ARE STRONGLY URGED TO CONTACT MR. HICKS, AS SPECIFIED ABOVE. YOUR PROPOSAL WILL NOT BE CONSIDERED IF ALL PAGES OF THE M/WBE SPECIFICATION FORMS ARE NOT SUBMITTED AS REQUIRED.
ATTACHMENT F

NOTARIZED STATEMENT VALIDATING PROPOSAL CONTENTS

To:  Dallas County Purchasing Department  
     Dallas County Juvenile Department

From: Agency Name:
Re:  Program Name:

Proposers shall not prepare this proposal in collusion with any other Proposers and the contents of this proposal as to prices, terms or conditions may not be communicated by this Agency nor by an employee or agent to any other Proposer or to any other persons engaged in this type of business prior to the official proposal due date of July 7, 2003 @ 2:00 PM. Moreover, the authorized agent or officer signing this proposal is not and has not been, for six months, directly or indirectly concerned in any agreement to control the conditions and/or prices of services proposed, or has not influenced any person to propose or not propose thereon.

I have read the complete proposal for Non-Residential Services (RFP NO. 2003- ) and verify the accuracy of all information contained in the proposal.

Signed: ____________________________
               Executive Director

_____________________________
               Board Chairman

NOTARY PUBLIC:

Signature:

My commission expires on:
ATTACHMENT G

FACILITY INSPECTIONS & LICENSES
ATTACHMENT H

ADDITIONAL INFORMATION

Proposers should include as Attachment H any additional information deemed relevant, including any required documentation not listed as an attachment. Proposers are advised to only include information that directly supports Proposers ability to comply with the requirements of the RFP. All information included as Attachment H must be 8½” by 11" in size.
TO: THE HONORABLE COMMISSIONERS COURT

FROM: BETTY J. CULBREATH, DIRECTOR
HEALTH AND HUMAN SERVICES

DATE: MAY 27, 2003

SUBJECT: TRANSFER OF GRANT-FUNDED VEHICLES

Background of Issue
The Dallas County Judge is the grantee and legal recipient of Ryan White Title I funds, Ryan White Title II funds, and State of Texas HIV Health and Social Services (State Services) funds and Dallas County Health and Human Services (DCHHS) is designated as the Administrative Agency for these same funds in the Dallas service area.

On February 28, 2003, all remaining contracts between DCHHS and the Johnnie's Manor, Inc. were terminated. Johnnie's Manor, Inc., which had previously been funded to provide transportation services to persons living with HIV/AIDS in the Dallas service area, had in its possession a vehicle that had been purchased through the above-mentioned HIV/AIDS grant funds. In accordance with Section 7, Subsection E(5) of the Ryan White Title I, Ryan White Title II, and State Services contracts, entitled "Equipment and Supplies", DCHHS is requesting that the grant-funded vehicle be transferred to another contractor that is currently funded to provide transportation services in the Dallas service area. The proper signature(s) is being requested to transfer the titles of the following vehicle from Johnnie's Manor, Inc. to AIDS Interfaith Network (AIN):

<table>
<thead>
<tr>
<th>Former Title Holder</th>
<th>Make/Model</th>
<th>VIN Number</th>
<th>New Title Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Johnnie's Manor, Inc.</td>
<td>1997 Ford</td>
<td>#1FDKE30L5VHB88119</td>
<td>AIN</td>
</tr>
</tbody>
</table>

By transferring the titles of this vehicle, DCHHS will be ensuring that there is no disruption in transportation services to persons living with HIV/AIDS that would otherwise occur due to the contract cancellation with Johnnie's Manor, Inc. The proper signature(s) is also being requested to transfer the title of the following inoperative vehicle from Johnnie's Manor, Inc. to Dallas County.

2377 Stemmons Freeway Dallas, Texas 75207-2710 Office (214) 819-1842
Suite 200 LB-16 FAX (214) 819-1850
By transferring the title of this vehicle, DCHHS will be guaranteeing that the equipment is adequately insured until proper disposal can be arranged.

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

Operational Impact
The Administrative Agency’s staff will coordinate and monitor the programmatic and fiscal accountability of the contractors in accordance with the responsibilities assigned by the Commissioners Court. The programmatic aspect of contract compliance will be reviewed by Administrative Agency’s program monitors and the fiscal aspect of contract compliance will be reviewed by Dallas County auditors, who are specifically assigned the responsibility of conducting fiscal audits of the HIV services sub-grantees.

Legal Impact
The signature of the County Judge is required on the vehicle titles, and the Commissioners Court must approve the transfer of vehicles.

Recommendation
It is recommended that the Commissioners Court approve the transfer of the vehicles formerly held by Johnnie’s Manor, Inc., identified by VIN #1FDKE30L5VB88119, to AIDS Interfaith Network, and VIN #2B5W35Z1TK146545 (inoperative), to Dallas County until proper disposal can be arranged, and authorize the County Judge to sign the title transfer documents of the above-referenced vehicles.

RECOMMENDED BY:                      Betty J. Culbreath, Director, Health and Human Services

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

A:\2003_vantransfer\MtoAINBriefing.wpd
STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

Affidavit for Repossessed Motor Vehicle

This is to certify that the undersigned has repossessed the motor vehicle described on Texas Certificate of Title #__________, because of the failure of the former owner to meet his obligation in the matter of settlement of the terms of encumbrances on said vehicle, and this repossession is not made with intent to defeat the purpose of the Texas Motor Vehicle Safety Responsibility Act.

Method of Repossession

☐ Terms of Security (Lien) Agreement
☐ Sequestration

If by Sequestration: Attach copy of Sheriff's Bill of Sale

If lien not recorded on Texas Title, certified copy of Security (Lien) Agreement must be attached.

Signature or Name of Lienholder:

By:

(Authorized Agent)

Before me this day personally appeared the above affiant who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this ________ day of __________, 19____

NOTARY SEAL

________________________ Notary Public County

(Attach This Affidavit to Title Application)

This form prescribed but not furnished by Division of Motor Vehicles

D12-286-Rev. 10-85
T05-42 Rev. 6/94
WARNING! The form on the back of this detachable "tab" may only be utilized to notify TxDOT that you have sold the vehicle described on the attached certificate of title. A TITLE IN THE NEW OWNER'S NAME WILL NOT BE ISSUED. To have a new title issued in the new owner's name, the "Assignment of Title" section on the back of the certificate of title must be completed (by seller and buyer), and the new owner must file an application for title in his or her name at the local county tax assessor-collector's office.

DALLAS COUNTY HEALTH & HUMAN SERVICES
2377 N STEMMONS FWY STE 200
GRANTS MANAGEMENT
DALLAS, TX 75207-2702

TEXAS CERTIFICATE OF TITLE

ORIGINAL

VOID

ORIGINAL

VOID

VOID

VOID
### APPLICATION FOR TEXAS CERTIFICATE OF TITLE

**TAX OFFICE USE ONLY**

#### 1. Vehicle Identification Number

<table>
<thead>
<tr>
<th>Model</th>
<th>Odometer Reading</th>
<th>Type or Print Neatly in Ink</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>VTR USE ONLY</td>
</tr>
</tbody>
</table>

#### 2. Year

- **1981**

#### 3. Make

- **Chevrolet**

#### 4. Body Style

- **Sedan**

#### 5. Trailer Type

- **( ) Full**

#### 6. License Plate

- **( ) Full**

#### 7. Vehicle Unit

- **( ) Full**

#### 8. Applicant's Social Security Number (See 9) below or Federal Tax ID Number

<table>
<thead>
<tr>
<th>VTR USE ONLY</th>
</tr>
</thead>
</table>

#### 9. Additional Applicants Social Security Numbers

**STATEMENT OF FACT FOR NON-DISCLOSURE, VTR-171, ATTACHED.**

#### 10. Current Ownership Information

- **Name of Seller/Agent:**
  - ( )

- **Address:**
  - ( )

- **City, State, Zip Code:**
  - ( )

#### 11. Description

- **Make:**
  - ( )

- **Body Style:**
  - ( )

- **Other:**
  - ( )

#### 12. Description

- **Mileage:**
  - ( )

#### 13. Vehicle Identification Number

<table>
<thead>
<tr>
<th>VTR USE ONLY</th>
</tr>
</thead>
</table>

#### 14. Additional Liens

- **Yes:**
  - ( )

- **No:**
  - ( )

#### 15. Previous Owner's Name

- **Selling Name:**
  - ( )

- **Address:**
  - ( )

- **City, State, Zip Code:**
  - ( )

#### 16. First Lien

- **Name of Lienholder:**
  - ( )

- **Address:**
  - ( )

- **City, State, Zip Code:**
  - ( )

#### 17. Change in Vehicle Description

- **VIN:**
  - ( )

- **Year:**
  - ( )

- **Make:**
  - ( )

- **Body Style:**
  - ( )

- **Other:**
  - ( )

#### 18. Odometer Disclosure

- **Odometer Disclosure:**
  - ( )

- **State that the odometer now reads:**
  - ( )

- **(no tenths):**
  - ( )

#### 19. Motor Vehicle Tax Statement

- **Check Only If Applicable:**
  - ( )

- **I hold Motor Vehicle Retailer's (Rental) Permits No.:**
  - ( )

- **and I will satisfy the minimum tax liability (V.A.T.S., Tax Code, Sec. 152.046[1]):**
  - ( )

- **I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, Sec. 152.032[1]):**
  - ( )

#### 20. Description of Vehicle

<table>
<thead>
<tr>
<th>VTR USE ONLY</th>
</tr>
</thead>
</table>

#### 21. Sales and Use Tax Computation

- **(a) Base Price:**
  - ( )

- **(b) Sales Tax - Amount, Describe in Item 20 Above:**
  - ( )

- **(c) Fair Market Value Deduction, Describe in Item 20 Above:**
  - ( )

- **(d) Taxable Amount (Item a minus Item b / Item c.):**
  - ( )

- **(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625):**
  - ( )

- **(f) Tax Paid to:**
  - ( )

- **(g) Amount of Tax Due (Item a minus Item f.):**
  - ( )

- **$13 APPLICATION FEE FOR CERTIFICATE OF TITLE**

#### 22. Seller, Donor, or Trader

- **Name:**
  - ( )

- **Address:**
  - ( )

- **City, State, Zip Code:**
  - ( )

- **Hand Printed Name:**
  - ( )

- **Date:**
  - ( )

#### 23. PURCHASER, DONOR, OR TRADER

- **Name:**
  - ( )

- **Address:**
  - ( )

- **City, State, Zip Code:**
  - ( )

- **Hand Printed Name:**
  - ( )

- **Date:**
  - ( )

---

**WARNING:** Transportation Code, Section 501.155 (formerly V.A.T.S. Article 6887-1), provides that falsifying information on title transfer documents is a third-degree felony offense punishable by not less than ten (10) years in prison or not more than one (1) year in a community jail facility. In addition to imprisonment, a fine of up to $10,000 may also be imposed.

*NOTE:* V.A.T.S., Article 6887-1, Section 27a. Requires that individuals applying for a certificate of title in a county in which the department automated registration and title system (RTS) has been implemented, must give the applicant's social security number. If unable to provide a social security number, Form VTR-171, Statement of Fact for Non-Disclosure of a Social Security Number, must accompany the application. If applying in a county in which RTA systems has not been implemented, the disclosure of an applicant's social security number is voluntary. This information is requested for record maintenance and owner identification purposes.
STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

Affidavit for Repossessed Motor Vehicle

This is to certify that the undersigned has repossessed the motor vehicle described on Texas Certificate of Title #__________, because of the failure of the former owner to meet his obligation in the matter of settlement of the terms of encumbrances on said vehicle, and this repossession is not made with intent to defeat the purpose of the Texas Motor Vehicle Safety Responsibility Act.

Method of Repossession

☐ Terms of Security (Lien) Agreement
☐ Sequestration

If by Sequestration: Attach copy of Sheriff's Bill of Sale

If lien not recorded on Texas Title, certified copy of Security (Lien) Agreement must be attached.

Signature or Name of Lienholder:

By:

(Authorized Agent)

Before me this day personally appeared the above affiant who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this ______ day of ____________ 19____

NOTARY SEAL

__________________________ Notary Public______________________ County

(Attach This Affidavit to Title Application)

This form prescribed but not furnished by Division of Motor Vehicles

D12-264-Rev. 10-85
T05-42 Rev. 6/94
When the vehicle described on this title is sold or transferred, the vehicle description below and the Texas Motor Vehicle Transfer Voluntary Notification Form on the reverse side may be voluntarily completed by the registered owner(s), detached, and mailed with a $5.00 fee to Texas Department of Transportation, Vehicle Titles and Registration Division, P.O. Box 13175, Austin, TX 78711-3175.

1234 FP 0-295 1
DALLAS COUNTY HEALTH AND
HUMAN SERVICES/GRANTS
2377 N STEMMONS FWY STE 200
DALLAS, TX 75207-2710

TEXAS CERTIFICATE OF TITLE

ORIGINAL

VEHICLE IDENTIFICATION NUMBER
2BSW35Z1TK146545

YEAR MODEL
1996

MAKE OF VEHICLE
DODG

VEHICLE IDENTIFICATION NUMBER
2BSW35Z1TK146545

YEAR MODEL
1996

MAKE OF VEHICLE
DODG

VEHICLE IDENTIFICATION NUMBER
2BSW35Z1TK146545

YEAR MODEL
1996

MAKE OF VEHICLE
DODG

VEHICLE IDENTIFICATION NUMBER
2BSW35Z1TK146545

YEAR MODEL
1996

MAKE OF VEHICLE
DODG

VEHICLE IDENTIFICATION NUMBER
2BSW35Z1TK146545

YEAR MODEL
1996

MAKE OF VEHICLE
DODG
APPLICATION FOR TEXAS CERTIFICATE OF TITLE  

TAX OFFICE USE ONLY  

<table>
<thead>
<tr>
<th>Tax Collector</th>
<th>County</th>
<th>Date</th>
<th>Transaction Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Vehicle Identification Number  
2. Model  
3. Odometer Reading  
4. Year  
5. Make  
6. Body Style  
7. Empty Weight  
8. Gross Weight  
9. Tonnage  
10. Trailer Type  
11. Frame No.  
13. Applicant's Social Security Number (Use 3 digits or Federal ID No.)  
14. Additional Applicants Social Security Numbers  
16. Additional Lien(s)?  
17. Change in Vehicle Description  
18. Odometer Disclosure - FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
19. Description of Vehicle Traded In ($ any)  
20. Additional Trade - INST (Y/N)  

THIS MOTOR VEHICLE IS SUBJECT TO THE FOLLOWING FIRST LIEN  

16. 1st Lien Date  
17. 1st Lienholder Name  
18. Additional Lien(s)?  
19. Check only if Applicable  
20. Description of Vehicle Traded In ($ any)  

MOTOR VEHICLE TAX STATEMENT  

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Vehicle Identification Number</th>
<th>20a. Additional Trade - INST (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

21. SALES AND USE TAX COMPUTATION  
22. SELLER, DONOR, OR TRADER  
23. PURCHASER, DONEE, OR TRADER  

I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  

22. SELLER, DONOR, OR TRADER  
23. PURCHASER, DONEE, OR TRADER  

WARNING: Transportation Code, Section 501.155 (formerly V.A.T.S. Article 665.1), provides that failing to include information on title transfer documents is a third-degree felony offense punishable by not more than ten years in prison or a fine of up to $10,000. Violators may also be subject to the maximum fine allowed by state law. In addition to imprisonment, a fine of up to $10,000 may also be imposed.  

NOTE: V.A.T.S. Article 665.1, Section 27a, requires that individuals applying for a certificate of title in a county in which the decals are mandated for registration and the system (RTS) has been implemented, MUST give the applicant's social security number. If unable to provide a social security number, Form VTR-171, Statement of Fact for Non-Disclosure of a Social Security Number, must accompany this application. If applying in a county in which RTS has not been implemented, the disclosure of an applicant's social security number is voluntary. This information is requested for record maintenance and owner identification purposes.
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May 21, 2003

TO: The Honorable Commissioners Court

FROM: Phillip J. Vasquez, Purchasing Director

SUBJECT: Advertising and Posting of Bid Notices

Background/Issue

Upon evaluating strategies to reduce expenditures in the Purchasing Department for the next fiscal year, several strategies were identified. One of the strategies considered was putting the public notices for bids in the Daily Commercial Record instead of the Dallas Morning. Texas Local Government Code 262.025 (a) states “A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county…”

The County has contracts with two newspapers for advertising, for legal notices, and for public notices. The Purchasing Department asked the Civil Section of the District Attorney’s Office for an opinion of what constitutes a newspaper of General Circulation. Currently the County uses the Dallas Morning News for legal and public notices with some notices being placed in the Daily Commercial Record. All bid notices are posted on the Dallas County Purchasing website in addition to being listed in the Dallas Morning News as a public/bid notice.

The Texas County Purchasing Association in conjunction with the Texas Purchasing Managers Association sponsored SB736 which would have allowed bids to be posted either on the internet or in a newspaper of general circulation. It does not appear that SB736 will pass. This would have saved Dallas County approximately $31,000 annually if it passed, since Dallas County now has the ability to post bids on the internet website.

It does appear that the Daily Commercial Record meets certain criteria of a newspaper of general circulation. The remaining criteria used to determine whether Daily Commercial Record is a newspaper of general circulation (i.e., the proportion of subscribers compared to the general population and the diversity of the audience) is a fact question and should be determined by the Commissioners Court.

Since the County already has a contract with the Daily Commercial Record, the County can begin realizing savings in this fiscal year if the Commissioners Court recognizes the Daily Commercial Record as a newspaper of General Circulation.

Financial Impact

Dallas County currently spends approximately $31,000 annually putting bid notices in the Dallas Morning News. These same notices would cost approximately $5,000 in the Daily Commercial Record. This will reduce the costs for advertising the public notice of bids by approximately $26,000.
Recommendation:
The Purchasing Department recommends the following:

1. That the Commissioners Court recognize the Daily Commercial Record as a newspaper of general circulation.
2. That the Commissioners Court authorize the Purchasing Department stop putting bid notices in the Dallas Morning News.
3. That the Commissioners Court authorize the Purchasing Department to advertise the bid notices in the Daily Commercial Record in accordance with Texas Local Government Code 262.025 (a).
4. That the Commissioners Court directs the Civil Section of the District Attorney’s Office along with the Purchasing Department to investigate which legal and public notices can be advertised in a newspaper other than the Dallas Morning News.

This briefing is respectfully submitted to the Commissioners Court for its consideration. A Court Order will be scheduled for the next formal agenda implementing the wishes of the court.

Recommended for Approval

[Signature]
Phillip J. Vasquez, Purchasing Director

cc: Janet Ferguson, Chief Civil Section District Attorney’s Office
darlene Woodson Smith, Assistant District Attorney
Ron McKay, District Court Administrator
Ryan Brown, Budget Officer
Sarah Smaardyk, Budget Analyst
Mary Stephens, Buyer Purchasing Department
Carmen Nixon, Purchasing Department
Debra Morris, Purchasing Department
TO: The Honorable Dallas County Commissioners Court
FROM: Gloria McCulloch Webb, Purchasing System Specialist/Analyst
SUBJECT: Interpreter Services

BACKGROUND/ISSUE
During the 77th Legislature Session, House Bill 2735 (Government Code, Title 2, Subtitle D, Chapter 57, Administered by the Texas Department of Licensing and Regulation) was passed which requires courts in counties of greater than 50,000 population to appoint licensed court interpreters for people who can not comprehend (or speak) English in court proceedings, (effective September 1, 2001). Based on the legal mandate by the Texas Legislature, the Purchasing Department developed and solicited a new bid. The new bid only included the following licensed languages (as of April 2002) as indicated on the Texas Department Licensing and Regulation web-site:

- Spanish
- Portuguese
- Polish
- French
- Croatian (Bosnian)
- German
- Cantonese Chinese
- Haitian-Creole
- Russian
- Farsi (Persian)

On June 11, 2002, (Court Order 2002-1058), the Dallas County Commissioners Court awarded Bid No. 2002-121-1156, (Annual Contract for Interpretation and Translation Services) to Various Vendors, for the period of June 15, 2002 through June 14, 2003. The On-Site Individual Interpreter Services section was awarded to Foreign Language Center d.b.a. One World Language Solutions (OWLS). Prior to June 15, 2002, Tizoc's International Language and Marketing Consultants held this contract for two terms or six (6) years.

The primary users of the contract are Dallas County courts (criminal, civil, juvenile and JP's, along with the Sheriff's Department). For the period of June 15, 2002 through January 31, 2003, approximately 2093 service assignment request for interpreter services were performed by One World Language Solutions for the languages stated above.

Since the inception of the contact on June 15, 2002 through April 1, 2003, The Purchasing Department has received twenty (20) documented or formal complaints from several County courts and the District Attorney's Office regarding the current vendor. The primary complaints from end users were failure to appear at scheduled assignments (otherwise no show by interpreters) and not being able to provide interpreters for all languages as requested.

The Purchasing Department has met with OWLS in an effort to resolve these issues. Upon investigation and meeting with representatives of OWLS it was that OWLS contracts with independent interpreters to provide language interpreter services. These same independent interpreters also work independently in direct competition with OWLS. As a result, this has reduced OWLS ability to locate interpreters for daily assignments, which has resulted in the documented complaints. A review of Dallas County payment records for independent/private interpreter appears to confirm this.
PILOT PROGRAM
Approximately 85% of the Texas Department of Licensing and Regulation's (TDLR) approved interpreters (Approximately 860) represents the Spanish language. In the Dallas-Fort Worth area, there are 165 Spanish Interpreters (74 within the Dallas County). Currently, the State of Texas has thirty (30) approved licensed languages as indicated below:

<table>
<thead>
<tr>
<th>Languages</th>
<th>Number Interpreters Available Statewide</th>
<th>Number Interpreters located in Dallas County</th>
<th>Number of Interpreter Interpreter located in the DFW Area*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arabic</td>
<td>07</td>
<td>01</td>
<td>01 Dallas County</td>
</tr>
<tr>
<td>Bosnian</td>
<td>02</td>
<td>01</td>
<td>01 Dallas County</td>
</tr>
<tr>
<td>Cambodian</td>
<td>02</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>Cantonese Chinese</td>
<td>10</td>
<td>01</td>
<td>01 Dallas County</td>
</tr>
<tr>
<td>Danish</td>
<td>01</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>Ethiopian</td>
<td>01</td>
<td>01</td>
<td>01 Dallas County</td>
</tr>
<tr>
<td>Farsi</td>
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<td>00</td>
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</tr>
<tr>
<td>French</td>
<td>11</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>German</td>
<td>05</td>
<td>00</td>
<td>01 Denton County</td>
</tr>
<tr>
<td>Greek</td>
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<td>00</td>
</tr>
<tr>
<td>Gujarati</td>
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<td>01 Dallas County</td>
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<td>Hebrew</td>
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</tr>
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</tr>
<tr>
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</tr>
<tr>
<td>Laotian</td>
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<td>00</td>
<td>Tarrant County, Collin County (2)</td>
</tr>
<tr>
<td>Mandarin Chinese</td>
<td>14</td>
<td>01</td>
<td>Tarrant County, Dallas County (1), Collin County (2)</td>
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<td>Persian</td>
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<td>01 Dallas County, Collin County (2)</td>
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<td>Portuguese</td>
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<td>Russian</td>
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<td>00</td>
</tr>
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<td>01 Dallas County</td>
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<tr>
<td>Spanish</td>
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<tr>
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<td>00 Tarrant County</td>
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<td>Thai</td>
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<td>01 Dallas County</td>
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<tr>
<td>Turkish</td>
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<td>01</td>
<td>01 Dallas County</td>
</tr>
<tr>
<td>Urdu</td>
<td>01</td>
<td>00</td>
<td>00</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>29</td>
<td>02</td>
<td>Collin County (1), Dallas County (2), Tarrant County (2)</td>
</tr>
<tr>
<td>Total</td>
<td>903</td>
<td>90</td>
<td>191</td>
</tr>
</tbody>
</table>

*DFW Area consists of Collin, Dallas, Denton, Ellis and Tarrant Counties.

The vast majority of interpreters utilized by Dallas County are Spanish interpreters (over 98%), followed by Vietnamese and Korean interpreters. Based on this information the Purchasing Department is requesting authorization from the Commissioners Court to implement a pilot program beginning June 15, 2003 through December 31, 2003. The program will be administered by the Purchasing Department at the expiration of Bid No. 2002-121-1156 for on-site interpreter services (only).

The pilot program would eliminate the need for outside agencies such as OWLS to schedule on-site interpreters for courts and other county departments. This task would be directly handled, monitored, and tracked by the Purchasing Department. Courts and County departments will be required to contact the Purchasing Department representative to schedule and cancel assignment for interpreters services in a timely manner. The Purchasing Department will be able to effectively
monitor the program progress and identify interpreters not performing while providing better control of the process of scheduling. This should reduce Dallas County’s overall cost. Currently, all courts and/or departments are not contacting the Purchasing Department regarding performance issues. As stated previously the Purchasing Department has only received twenty (20) complaints regarding the interpreting services. By contracting directly with the interpreter, Dallas County may be able to create a loyalty base among the interpreters, process payment more efficiently, and reduce overall cost to Dallas County.

The average number of interpreters utilized by Dallas County on the daily basis is approximately twenty (20). Each interpreter assignment is less than 2 hours, with the vast majority of the interpreter assignments ranging from 1.0 to 1.5 hours or less. As many as forty (40) different interpreter assignments have occurred in one (1) day.

The on-site interpreter utilized during the pilot project are required to be licensed by the TDLR and shall comply with all the requirements stated in Government Code, Title 2, Subtitle D, Chapter 57. All licensed interpreters would be considered independent contractors and would be required to execute personal service contracts with the Dallas County. Texas Local Government Code Section 262.024 (a)(4) permits the Commissioners Court to grant discretionary exemption for personal and professional services.

Since, the TDLR web-site for licensed court interpreters is publicly available and provides information on how to directly contact all the licensed interpreters by TDLR; this information will be used to create Dallas County interpreter database for the pilot project.

The Purchasing Department shall maintain a master list of licensed interpreters who are in good standing and have executed a personal service contract with Dallas County. The Master List will indicate the following information which will be made available for all courts and departments:

Interpreter Name:
License/Certification Number:
Language(s) Type:
Contact Information
Day Telephone Number
Evening Telephone Number:
Pager/Mobile Number:
Fax:
E-mail:
Days and Hours Available (Monday – Friday):
Available for Emergency/After Hours/Weekend/Holiday Service:
Advance Notice Requirements for Assignments.

FEE STRUCTURE
The Purchasing Department is recommending that the court approve the following Personal Service fee structure for State of Texas approved license interpreters performing on-site services on behalf of Dallas County.
Language | Recommended Fee Structure
--- | ---
Spanish | Minimum 2 hours $25.00 per hour for services performed during normal business hours, Monday through Friday, 8:00 am – 6:00 p.m., services performed after 6:00 p.m., weekends and County holidays would be billed at rate of $37.50 per hour. Dallas County will only pay the minimum service charge or the actual time worked whichever is greater. The minimum service charge would only be paid once daily not per assignment.

Cancellation Fee: $25.00/flat rate for all service assignment cancelled without 24-hour or one business day’s notice.

Current Contract Rate: $27.95 and $41.93 per hour

All other Languages (Licensed and Non-Licensed) | Minimum 2 hours $60.00 per hour for services performed during normal business hours, Monday through Friday, 8:00 am – 6:00 p.m., services performed after 6:00 p.m., weekends and County holidays would be billed at rate of $80.00 per hour. Dallas County will only pay the minimum service charge or the actual time worked whichever is greater. The minimum service charge would only be paid once daily not per assignment.

Cancellation Fee: $60.00/flat rate for all service assignment cancelled without 24-hour or one business day’s notice.

Current Contact Rate: $90.00 – $100.00 and $135.00 – $150.00 per hour

*For both the Licensed and Non-Licensed interpreters for languages other than Spanish, if there is no license interpreter available within 75-mile radius of Downtown Dallas, the Purchasing Department is requesting permission to negotiate fair and equal price that would include cost for travel to obtain the services of licensed interpreter outside the DFW Area.

FINANCIAL IMPACT
For the period of June 15, 2002 through January 31, 2003, Dallas County expenditures with OWLS was approximately $249,520.00 for 2093 service assignment request. During the pilot project it is estimated a minimum of $35,000.00 or 14% would be saved based on the same level of service assignment request.

For the past three (3) fiscal years, Dallas County total expenditures for interpreter services are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2000</td>
<td>$334,732.87</td>
</tr>
<tr>
<td>FY 2001</td>
<td>$365,720.35</td>
</tr>
<tr>
<td>FY 2002</td>
<td>$416,318.65</td>
</tr>
</tbody>
</table>
RECOMMENDATION
It is recommended that the Commissioners Court authorize the Purchasing Department to implement the pilot program for licensed court interpreter services and approve or modify the fee structure stated in the briefing, for the period of June 15, 2003 through December 31, 2003.

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

Recommended for Approval

[Signature]
Phillip J. Vasquez, Purchasing Director

cc: Ron MacKay, District Courts Administrator
     Virginia Porter, County Auditor
     Ryan Brown, Budget Officer
     Gloria McCulloch Webb, Purchasing System Specialist/Analyst
     Sarah Smaardy, Budget Analyst
COURT INTERPRETERS
Government Code, Title 2, Subtitle D, Chapter 57
Administered by the Texas Department of Licensing and Regulation
(Effective September 1, 2001)

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SUBCHAPTER A. GENERAL PROVISIONS

Sec. 57.001. Definitions.

In this subchapter and for purposes of Subchapter B:

(1) "Certified court interpreter" means an individual who is a qualified interpreter as defined in Article 38.31, Code of Criminal Procedure, or Section 21.003, Civil Practice and Remedies Code, or certified under Subchapter B by the Texas Commission for the Deaf and Hard of Hearing to interpret court proceedings for a hearing-impaired individual.

(2) "Commission" means the Texas Commission for the Deaf and Hard of Hearing.

(3) "Executive director" means the executive director of the Texas Commission for the Deaf and Hard of Hearing.

(4) "Hearing-impaired individual" means an individual who has a hearing impairment, regardless of whether the individual also has a speech impairment, that inhibits the individual's comprehension of proceedings or communication with others.

(5) "Licensed court interpreter" means an individual licensed under Subchapter C by the Texas Commission of Licensing and Regulation to interpret court proceedings for an individual who can hear but who does not comprehend English or communicate in English.

(6) "Real-time captioning" means transcribing the spoken words of an oral proceeding to simultaneously project the words on a screen.

Sec. 57.002. Appointment of Interpreter.

(a) A court shall appoint a certified court interpreter or a licensed court interpreter if a motion for the appointment of an interpreter is filed by a party or requested by a witness in a civil or criminal proceeding in the court.

(b) A court may, on its own motion, appoint a certified court interpreter or a licensed court interpreter.

(c) In a county with a population of less than 50,000, a court may appoint a spoken language interpreter who is not a certified or licensed court interpreter and who:

(1) is qualified by the court as an expert under the Texas Rules of Evidence;
(2) is at least 18 years of age; and
(3) is not a party to the proceeding.

[Sections 57.003-57.020 reserved for expansion]

SUBCHAPTER B. INTERPRETERS FOR HEARING-IMPAIRED INDIVIDUALS

Sec. 57.021. Court Interpreter Certification Program.

(a) The commission shall certify court interpreters to interpret court proceedings for a hearing-impaired individual.

(b) The commission may contract with public or private educational institutions to administer a training program and by rule may provide for suspension of training offered by an institution if the training fails to meet requirements established by the commission.

(c) The commission shall maintain a list of certified court interpreters and other persons the commission has determined are qualified to act as court interpreters and shall send the list to each state court and, on request, to other interested persons.

(d) The commission may maintain a list of persons certified by the Court Reporters Certification Board as specialists in real-time captioning and, on request, may send the list to a person or court.

(e) The commission may accept gifts, grants, or donations from private individuals, foundations, or other entities to assist in administering the court interpreter certification program under this section.

Sec. 57.022. Certification; Rules.

(a) The commission shall certify an applicant who passes the appropriate examination prescribed by the commission and who possesses the other qualifications required by rules adopted under this subchapter.

(b) The commission by rule shall provide for:

(1) the qualifications of certified court interpreters;

(2) training programs for certified court interpreters each of which is managed by the commission or by a public or private educational institution;
(3) the administration of examinations;

(4) the form for each certificate and procedures for renewal of a certificate;

(5) the fees for training, examinations, initial certification, and certification renewal;

(6) continuing education programs under this subchapter;

(7) instructions for the compensation of a certified court interpreter and the designation of the party or entity responsible for payment of compensation; and

(8) administrative sanctions enforceable by the commission.

Sec. 57.023. Examinations.

(a) The commission shall prepare examinations under this subchapter that test an applicant's knowledge, skill, and efficiency in the field in which the applicant seeks certification.

(b) A person who fails an examination may apply for reexamination at the next examination scheduled after the date the person failed the original examination.

(c) Examinations shall be offered in the state at least twice a year at times and places designated by the commission.

Sec. 57.024. Executive Director Duties.

(a) The executive director shall enforce this subchapter.

(b) The executive director shall investigate allegations of violations of this subchapter.

Sec. 57.025. Denial, Suspension, or Revocation of Certificate.

(a) The commission shall adopt rules establishing the grounds for denial, suspension, revocation, and reinstatement of a certificate issued under this subchapter. The commission may revoke or suspend certification under this subchapter only after a hearing.

(b) The commission may reissue a certificate to a person whose certificate has been revoked if the person applies in writing to the commission and shows good cause to justify reissuance of the certificate.
Sec. 57.026. Prohibited Acts.

A person may not advertise, represent to be, or act as a certified court interpreter unless the person holds an appropriate certificate under this subchapter.

Sec. 57.027. Criminal Offense; Administrative Penalty.

(a) A person commits an offense if the person violates this subchapter or a rule adopted under this subchapter. An offense under this subsection is a Class A misdemeanor.

(b) A person who violates this subchapter or a rule adopted under this subchapter is subject to an administrative penalty assessed by the commission.

[Sections 57.028-57.040 reserved for expansion]

SUBCHAPTER C. COURT INTERPRETERS FOR INDIVIDUALS WHO DO NOT COMMUNICATE IN ENGLISH

Sec. 57.041. Definitions.

In this subchapter:

(1) "Board" means the licensed court interpreter advisory board.

(2) "Commission" means the Texas Commission of Licensing and Regulation.

(3) "Commissioner" means the commissioner of licensing and regulation.

(4) "Department" means the Texas Department of Licensing and Regulation.

(5) "Licensed court interpreter" has the meaning assigned by Section 57.001.

Sec. 57.042. Licensed Court Interpreter Advisory Board.

(a) The licensed court interpreter advisory board is established as an advisory board to the department. The board is composed of nine members appointed by the governor. Members of the board serve staggered six-year terms, with the terms of one-third of the members expiring on February 1 of each odd-numbered year.

(b) The advisory board is composed of:
(1) an active district, county, or statutory county court judge who has been a judge for at least the three years preceding the date of appointment;

(2) an active court administrator who has been a court administrator for at least the three years preceding the date of appointment;

(3) an active attorney who has been a practicing member of the state bar for at least the three years preceding the date of appointment;

(4) three active licensed court interpreters; and

(5) three public members who are residents of this state.

(c) At the initial meeting of the board and at the first meeting after new members take office, the board shall select from its members a presiding officer.

(d) Members shall be appointed without regard to race, sex, religion, or ethnic origin. The membership of the board must reflect the geographical and cultural diversity of the state.

(e) The commissioner may remove a member of the board for inefficiency or neglect of duty in office. If a vacancy occurs on the board, the governor shall appoint a member who represents the same interests as the former member to serve the unexpired term.

(f) The board shall meet at least twice a year at the call of the presiding officer at a place designated by the presiding officer. A majority of the board constitutes a quorum.

(g) The board shall advise the commissioner regarding the adoption of rules and the design of a licensing examination.

(h) A board member is entitled to reimbursement for expenses incurred in attending meetings of the board in the amount of the per diem set by the General Appropriations Act. A member may not receive compensation for the member's services as a board member. Service on the board by a member appointed under Subsection (b)(1) is an additional duty required by the member's other official capacity, and that service on the board is not a dual office holding.

Sec. 57.043. Issuance of License; Term.

(a) The commissioner shall issue a court interpreter license to an applicant who:

(1) can interpret for an individual who can hear but who does not comprehend English or communicate in English;

(2) passes the appropriate examination prescribed by the commissioner; and
possesses the other qualifications for the license required by this subchapter or by rules adopted under this subchapter.

(b) The commissioner shall:

(1) adopt rules relating to licensing under this subchapter; and

(2) prescribe all forms required under this subchapter.

(c) A license issued under this subchapter is valid for one year from the date of issuance.

Sec. 57.044. Court Interpreter License.

To qualify for a court interpreter license under this subchapter, an individual must apply on a form prescribed by the commissioner and demonstrate, in the manner required by the commissioner, reasonable proficiency in interpreting English and court proceedings for individuals who can hear but who do not comprehend English or communicate in English.

Sec. 57.045. Fees.

The commission by rule shall set license and examination fees under this subchapter.

Sec. 57.046. Examinations.

(a) The commissioner shall prepare examinations under this subchapter that test an applicant's knowledge, skill, and efficiency in interpreting under this subchapter.

(b) An individual who fails an examination may apply for reexamination at a scheduled examination held at least six months after the date the individual failed the original examination.

(c) Examinations shall be offered in the state at least twice a year at times and places designated by the commissioner.

Sec. 57.047. Commissioner and Department Duties; Inspections.

(a) The commissioner shall enforce this subchapter.

(b) The department shall investigate allegations of violations of this subchapter.
Sec. 57.048. Suspension and Revocation of Licenses; Reissuance.

(a) After a hearing, the commissioner shall suspend or revoke a court interpreter license on a finding that the individual:

1. made a material misstatement in an application for a license;
2. wilfully disregarded or violated this subchapter or a rule adopted under this subchapter;
3. has been convicted of a felony or of any crime in which an essential element of the offense is misstatement, fraud, or dishonesty; or
4. engaged in dishonorable or unethical conduct likely to deceive, defraud, or harm the public or a person for whom the interpreter interprets.

(b) The commissioner may reissue a license to an individual whose license has been revoked if the individual applies in writing to the department and shows good cause to justify reissuance of the license.

Sec. 57.049. Prohibited Acts.

A person may not advertise, represent to be, or act as a licensed court interpreter unless the person holds an appropriate license under this subchapter.

Sec. 57.050. Offense; Administrative Penalty.

(a) A person commits an offense if the person violates this subchapter or a rule adopted under this subchapter. An offense under this subsection is a Class A misdemeanor.

(b) A person who violates this subchapter or a rule adopted under this subchapter is subject to an administrative penalty assessed by the commission as provided by Subchapter F, Chapter 51, Occupations Code.

Sec. 57.051. Sunset.

The licensed court interpreter advisory board is subject to Chapter 325, Government Code (Texas Sunset Act). Unless continued in existence as provided by that chapter, the board is abolished and this subchapter expires September 1, 2013.

Notes:

Court Interpreters
Title 2, Government Code, Chapter 57
1. As soon as practicable after the effective date of this Act, the governor shall appoint the initial members of the licensed court interpreter advisory board, as required by Section 57.042, Government Code, as added by this Act. At the first meeting of the initial members of the board, the members shall draw lots to determine which three members will serve initial two-year terms expiring February 1, 2003, which three members will serve initial four-year terms expiring February 1, 2005, and which three members will serve initial six-year terms expiring February 1, 2007.

2. Except as provided by Subsection (b) of this section, this Act takes effect September 1, 2001.

3. Sections 57.026, 57.027, 57.049, and 57.050, Government Code, as added by this Act, take effect January 1, 2002.

4. A person is not required to hold a certificate under Subchapter B, Chapter 57, Government Code, as added by this Act, or a license under Subchapter C, Chapter 57, Government Code, as added by this Act, before January 1, 2002.

5. A person who is practicing as a court interpreter as described by Chapter 57, Government Code, as added by this Act, before September 1, 2001, may be licensed or certified without examination by submitting to the executive director of the Texas Commission for the Deaf and Hard of Hearing or to the Texas Department of Licensing and Regulation, as appropriate, proof of the person's experience on an application prescribed by the executive director or the commissioner of licensing and regulation not later than January 1, 2002, and paying the required fees. A license or certificate issued under this section may be renewed in the same manner as other licenses or certificates issued under the applicable law.
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§80.1. Authority.  (Effective October 18, 2001, 26 TexReg 8065)

These rules are promulgated under the authority of Title 2, Texas Government Code, Chapter 57, and Title 2, Texas Occupations Code, Chapter 51.

§80.10. Definitions.  (Effective October 18, 2001, 26 TexReg 8065)

The following words and terms, when used in this chapter, have the following meanings, unless the context clearly indicates otherwise.

1. Commissioner--As used in Title 2, Texas Government Code, Chapter 57, and in these rules, has the same meaning as Executive Director.

2. Dishonorable--Lacking in integrity, indicating an intent to deceive or take unfair advantage of another person, or bringing disrepute to the profession of court interpretation.

3. Executive Director--As used in Title 2, Texas Government Code, Chapter 57, and in these rules, has the same meaning as Commissioner.

4. Unethical--Conduct that does not conform to generally accepted standards of conduct for professional court interpreters.

§80.20. Licensing Requirements - General.  (Effective October 18, 2001, 26 TexReg 8065)

(a) Prior to performing court interpretation services, a person first must obtain a court interpreter license from the Department with a language endorsement for each language that the applicant will interpret.

(b) A person seeking to be licensed as a court interpreter must file an application with the Department using Department forms for this purpose and must pay a non-refundable license application filing fee at the time the application is filed with the Department.

§80.22. License Requirements - Examination.  (Effective October 18, 2001, 26 TexReg 8065)

Except as provided by §80.24 (relating to Licensing Requirements-Waiver of Examination Requirement), each applicant must pass all parts of a Department approved language examination before the applicant will be licensed as a court interpreter for that language.
§80.24. License Requirements - Waiver of Examination Requirement. (Effective October 18, 2001, 26 TexReg 8065)

(a) Upon acceptable proof of an applicant's qualifications, the Executive Director may waive the examination requirement of §80.22 of this title (relating to Licensing Requirements - Examination), if the application is submitted prior to January 1, 2002.

(b) Acceptable proof of an applicant's qualifications may include any or all of the following:

1. a written reference from an officer of a court, including administrative hearing proceedings, stating that the applicant has acted as a court interpreter in that court, and that the applicant has demonstrated proficiency interpreting in a specific language;

2. the results of an examination passed within the two years preceding the filing of the application; and

3. any other proof the Executive Director may deem appropriate.

§80.25. License Requirements - Renewal. (Effective January 29, 2003, 28 TexReg 677)

(a) A complete application for license renewal and all required fees must be filed by the expiration date, or the application will be considered late and the license will expire.

(b) Non-receipt of a license renewal notice from the Department does not exempt a person from any requirements of this chapter.

(c) A person shall not perform work requiring a license under Chapter 57 of the Texas Government Code with an expired license.

(d) A license that has expired for a period of less than one year may be reissued upon meeting the conditions of a license renewal, as outlined in this section, and payment of required fees, including the renewal fee and the late renewal fee.

§80.70. Responsibilities of Licensee - General. (Effective October 18, 2001, 26 TexReg 8065)

(a) A licensee must provide the following written notification to the court: "Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599." The notification shall also be included on all contracts and invoices for court interpreter services.
(b) A licensee shall present their court interpreter license upon the request of a court or an officer of the court.

(c) A licensee shall notify the Department, in writing, within thirty (30) days of any change in the licensee's name, address, or telephone number.

§80.80. Fees. (Effective October 18, 2001, 26 TexReg 8065; amended effective August 14, 2002, 27 TexReg 7193; amended effective April 1, 2003, 28 TexReg 2742)

(a) All fees are non-refundable.

(b) The original license application filing fee shall be $175.

(c) The renewal application filing fee shall be $100.

(d) The fee for obtaining a duplicate license, making a change in name or address, or obtaining an additional language endorsement shall be $50 each.

(e) Each language examination shall have a separate fee of $100 for the written examination and $300 for the oral examination.

§80.90. Sanctions – Administrative Sanctions/Penalties. (Effective October 18, 2001, 26 TexReg 8065)

If a person violates any provision of Title 2, Texas Government Code, Chapter 57, any provision of 16 Texas Administrative Code, Chapter 80, or any provision of an order of the Executive Director or Commission, proceedings may be instituted to impose administrative penalties, administrative sanctions, or both administrative penalties and sanctions in accordance with the provisions of Title 2, Texas Occupations Code, Chapter 51, or 16 Texas Administrative Code, Chapter 60 (relating to the Texas Department of Licensing and Regulation).

§80.100. Code of Ethics and Professional Responsibility. (Effective April 1, 2003, 28 TexReg 2742)

(a) Preamble. Many persons who come before the courts are non- or limited-English speakers. The function of court interpreters and translators is to remove the language barrier to the extent possible, so that such persons' access to justice is the same as that of similarly situated English speakers for whom no such barrier exists. The degree of trust that is placed in court interpreters and the magnitude of their responsibility necessitate high, uniform ethical standards that will both guide and protect court interpreters in the course of their duties as well as uphold the standards of the profession as a whole. Interpreters are highly skilled professionals who fulfill an essential role in the administration of justice.
Applicability. This code shall guide and be binding upon all persons, agencies and organizations who administer, supervise use, or deliver interpreting services to the judiciary. This code is therefore intended not only to set forth fundamental ethical precepts for court interpreters to follow, but also to encourage them to develop their own, well-informed ethical judgment.

CANON 1: ACCURACY AND COMPLETENESS. Interpreters shall render a complete and accurate interpretation or sight translation, without altering, omitting, or adding anything to what is stated or written, and without explanation. The register, style and tone of the source language should be conserved. While interpreting or translating, court interpreters are to use the same grammatical person as the speaker. Guessing should be avoided. Interpreter errors should be corrected for the record as soon as possible.

CANON 2: REPRESENTATION OF QUALIFICATIONS. Interpreters shall accurately and completely represent their certifications, accreditations, training, education, and pertinent experience. Court interpreters shall bring to the judge's attention any circumstances or conditions that impede full compliance with any canon of this code, including, but not limited to: interpreter fatigue, inability to hear, or inadequate knowledge of specialized terminology, and must decline assignments under conditions that make such compliance unattainable. Acceptance of a case by an interpreter conveys linguistic competency in legal settings.

CANON 3: IMPARTIALITY AND AVOIDANCE OF CONFLICTS OF INTEREST. Interpreters shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. Interpreters shall immediately disclose to the Court and all parties any real, potential or perceived conflicts of interest. Interpreters shall abstain from comment on cases in which they serve. An interpreter who is also an attorney should not serve in both capacities in the same matter, unless agreed to by the judge and all parties.

CANON 4: PROFESSIONAL DEMEANOR. Interpreters shall conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible.

CANON 5: CONFIDENTIALITY. Interpreters shall not disclose privileged or confidential communications or information acquired in the course of interpreting or preparing for interpretation, unless authorized by the Court or by law.

CANON 6: SCOPE OF PRACTICE. Interpreters shall limit themselves to interpreting or translating, and shall not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating while serving as an interpreter. An interpreter may convey legal advice including the explanation of forms and/or services to a person only while an attorney is giving it.

CANON 7: ASSESSING AND REPORTING IMPEDIMENTS TO PERFORMANCE. Interpreters shall assess at all times their ability to deliver their services. When interpreters have any reservation about their ability to satisfy an assignment competently, they shall immediately convey that reservation to the judge.
(j) CANON 8: DUTY TO REPORT ETHICAL VIOLATIONS. Interpreters shall report to the judge any effort to influence or impede the performance of their duty, or their compliance with any legal requirement, any provision of this code, or any other official policy governing court interpreting. An interpreter having knowledge that another interpreter has committed a violation of any provision of this code shall inform the judge and/or the appropriate licensing authority.

(k) CANON 9: PROFESSIONAL DEVELOPMENT. Interpreters shall continually improve their skills and knowledge and advance the profession through activities such as professional training and education, and interaction with colleagues and specialists in related fields. Interpreters should keep informed of all statutes, rules of courts and policies of the judicial system that relate to the performance of their professional duties.
TO: The Honorable Commissioners Court
FROM: Mary Stephens, Buyer
SUBJECT: Newspaper Advertising: The Dallas Morning News Contract

BACKGROUND/ISSUE
Dallas County Commissioners Court, at their regularly scheduled session held on June 4, 2002 with Court Order 2002-1044, authorized a sole source contract between Dallas County and The Dallas Morning News as the major daily circulation within the Dallas County area. The types of ads that are currently being placed in The Dallas Morning News are employment, legal notices, competitive bidding notices, and public hearings. Ads are placed on an as needed basis in accordance with Dallas County policy and procedures and as prescribed by state statute. The sole source contract agreement with The Dallas Morning News is non-exclusive; therefore, Dallas County can place ads with other newspapers and/or trade publications without violating this agreement. Other publications that may be utilized are those that target select audiences and/or offers a lower advertising rate than The Dallas Morning News.

Historically, the Court has authorized the sole source contract between Dallas County and the Dallas Morning News as the major/general daily circulation newspaper with (Court Orders 2001-1069, 2000-1156, 99-1136, 98-1130, 97,1032, 96-976 and 95-888) in accordance with Texas Local Government Code 262.024 (a) (7) (a).

FINANCIAL IMPACT
Dallas County's total expenditures for the referenced contract from the period of June 1, 2002 through May 20, 2003, was approximately $150,388.44 based on the following rates:

- $32.90 per columnar inch for ($2.35 per agate line) - Bids/Legal
- $64.82 per columnar inch ($4.63 per agate line) – Personnel/Employment
- $84.14 per columnar inch - Retail

For 2003-2004 - the Dallas Morning News has proposed new rates as follows:

- $35.70 per columnar inch for (2.55 per agate line) – Bids/Legal
- $70.42 per columnar inch ($5.03 per agate line) – Personnel/Employment
- $87.30 per columnar inch – Retail

The new rates represent an increase of $ .20 per agate line for legal advertisement, $ .40 per agate line for employment advertising and $3.16 per columnar inch for advertisement in the retail section. Primarily, all advertisements are listed in the classified section.

RECOMMENDATION
In accordance with the Local Government Code 262.024 (a)(7)(a), “Exemptions”, the Purchasing Department recommends the authorization of a sole source contract with the Dallas Morning News as the major/general daily circulation newspaper located within Dallas County for all advertisement required by law and Dallas County policies and Procedures for the period of June 1, 2003 through May 31, 2004 at an estimated annual cost of $210,000.00.

Should the Court concur with this recommendation, a Sole Source Award Court Order will be scheduled for the next regular meeting.

Approved by: Phillip J. Vasquez, Purchasing Director

509 Main Street, Suite 623
Dallas, Texas 75202-4616
6th Floor Records Building
Office (214) 653-7431
THIS NON-EXCLUSIVE CONTRACT, entered into between the County of Dallas, a governmental entity, of Dallas County, Texas, hereinafter referred to as the "County", and The Dallas Morning News, hereinafter referred to as the "Contractor", evidences the following:

1. Contractor shall advertise and the County shall pay for advertisement services at the firm rate of $2.55 per agate line for legal advertisement and $5.03 per agate line for employment advertisement placed in the classified section of the Dallas Morning News, for the duration of this contract. For every line of bold face type there will be an additional agate line charge in addition to the space used. These rates equate to $35.70 per columnar inch for legal advertisement and $70.42 per columnar inch for employment advertisement placed in the classified section of the Dallas Morning News. Retail or "Run Of The Paper" (ROP) advertisement shall be billed at rate of $87.30 per columnar inch until December 31, 2003 (subjected to a 5%-10%) increase beginning January 2004.

2. For advertisement confirmation, this contract includes at no extra charge the daily delivery of one annual subscription of The Dallas Morning News to the Dallas County Purchasing Agent.

3. The term of this contract shall commence on June 1, 2003 and end on May 31, 2004.

4. The County may terminate the performance of services in whole or from time to time in part on ten (10) days written notice to Contractor. The county agrees to pay contractor for all services completed prior to the effective date of such notice.

5. In performing services under this Contract, Contractor is an independent contractor, and County and Contractor, by the execution of this Contract do not change the independent status of Contractor. No term of provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant, or employee of County.

6. This Contract is made subject to the Charter and ordinances of the County, the Dallas County Commissioners Court and all applicable laws of the State of Texas. Venue for any legal action under this Contract shall be exclusively in Dallas County, Texas; and in construing this Contract, the laws and court decisions of the State of Texas shall control.

7. Non-performance by the Contractor in terms of specifications or non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to the Contractor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies, which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This shall in no way be construed as negating the basis for termination for non-performance.

8. The County reserves the right to increase or decrease the advertising by any amount deemed necessary to meet its needs without any adjustments in the contract unit cost. The County will pay for
actual advertising ordered and printed within industry tolerance standards. All advertising will be purchased on an AS NEEDED BASIS.

9. The County will fax the advertisements to the Contractor. In the event a fax is not available, the Contractor must provide same day “pickup” in the Purchasing Department at 509 Main Street, (Records Building), 6th Floor, Room 623, Dallas, Texas 75202 each Friday before 10:00 a.m.

10. Contractor will provide to the County copies of the current circulation and rate verification report/audit(s), as they become available.

11. County advertising is to be 6-point type with NO line spacing, and NO letter spacing unless otherwise specified in writing by Dallas County.

12. The Contractor shall submit one original and one copy marked COPY of each invoice upon completion of the advertising. The original invoice will be sent to:

Dallas County Auditor's Office  
509 Main Street, 4th Floor  
Room 407 Records Bldg.  
Dallas, Texas 75202

A copy of the invoice will be sent to:

Dallas County Purchasing Department  
Attn: Purchasing Agent  
509 Main Street, 6th Floor  
Room 623 Records Bldg.  
Dallas, Texas 75202

The copy will have attached to it a notarized Publisher's Affidavit for each advertisement including the tear sheet(s).

The invoice will reference the applicable bid number(s) advertised, the personnel position advertising, and/or the Dallas county purchase order number.

All invoices must be consolidated and issued monthly.

13. The County Purchasing Agent may by written authorization designate representatives in various County departments to place advertisements during the period of this contract. All other orders will be placed by the Executive Secretary of the Purchasing Department (653-6574). The Dallas Morning News will be responsible for acceptance/invoicing/payment of advertisements placed by departments other than the Purchasing Department's Executive Secretary and/or the Purchasing Agent's Representative.

Payment of invoices for unauthorized advertisements will be at the discretion of the County.
14. The Contractor shall defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property on account of, 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 in the execution or performance of this Contract.

15. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County of State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

16. The Contractor shall obtain from the appropriate City, Dallas County of State of Texas the necessary permit(s), if any, required by the ordinances of the City, County of State for the performance of the Work.

17. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.

18. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

20. The County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of the County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County’s procurement of goods, equipment, services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate “yardstick” in contractor, sub-contractor, vendors, service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with the County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

21. In accordance with the Contractor’s representation of equal pricing to other legal government agencies, Contractor warrants that for the duration of the contract, Contractor will not sell advertisement to any other governmental entity at a better rate than stated in Item No. 1 of this agreement, without offering such advantage to the County in the best interest of the taxpayers of the County.

22. Contractor warrants that ALL advertisements will be accurate and of good acceptable quality per industry standards. Dallas County will not pay for inaccurate or unacceptable advertisements. The
contractor will not be held liable for errors made by Dallas county.

EXECUTED, THIS THE __________________ day _____________________________, 2003

by County and Contractor in accordance with Court Order No. 2003-____________.

COUNTY OF DALLAS

Margaret Keliher
County Judge

THE DALLAS MORNING NEWS

Otis L. Jones, Jr.
Classified Advertising Director/Operations
The Dallas Morning News

May 15, 2003

Dallas County
Purchasing Department

I, Otis L. Jones Jr., Classified Advertising/Operations Director for The Dallas Morning News do hereby swear that the following information is a true and correct statement.

The Dallas Morning News carries not less than 25 percent of its total column lineage to the carrying of items of general interest.

The Dallas Morning News has been published regularly and continuously and has been in general circulation in The City of Dallas.

The Dallas Morning News is entered as a second-class postal carrier in The City of Dallas and Dallas County.

[Signature]

WITNESS

SWORN TO AND SUBSCRIBED before me this 15th day of May, 2003.

Lisa Battenfield

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 06-01-03
COUNTY OF DALLAS

ADDENDUM:

While this contract is in effect, should any conditions arise which affect the cost of newspaper operation such as inflation of currency, the imposition by the government of a sales tax, increased material or production costs, et cetera, The Dallas Morning News reserves the right to increase the advertising rates named on the agreement or incorporated herein by reference. In such event, however, The Dallas Morning News must give Advertiser at least thirty (30) days notice thereof and if such increase is not satisfactory to the Advertiser, then Advertiser shall have the privilege of canceling this contract.

Agreement executed by the County and Contractor this 16th day of May, 2003.

COUNTY OF DALLAS

Margaret Keliher
County Judge

THE DALLAS MORNING NEWS

Otis L. Jones, Jr.
Classified Advertising/Operations Director
Date: May 21, 2003
To: Members of Commissioners Court
From: Mattye Mauldin-Taylor, Ph.D.
          Director of Human Resources/Civil Service
Subject: Sexual Harassment Training

Background
Due to renewed interest in Sexual Harassment training, the Human Resources/Civil Service Department proposes adding two additional classes to the 2003 summer schedule. We recommend engaging the services of Dr. Michael Lindsey, Nestor Consulting, for delivery of these classes.

Impact on Operations
Dr. Lindsey has successfully delivered Sexual Harassment training for us in the past and is familiar with our organizational culture. Participant responses to our most recent class on May 13 were extremely positive.

Financial Impact
The cost for delivering two four-hour classes will be $2000. To save materials costs, the Human Resources Department will reproduce participant materials in-house, resulting in savings of $25.00 per participant. The recommended funding source for the class is the countywide training fund, Reserves and Contingency, expense code 00120.9940.02440.2003.

Recommendation
The Human Resources/Civil Service Department recommends Commissioners Court approve hiring Dr. Michael Lindsey of Nestor Consulting to provide two classes on sexual harassment at a cost of $2000, to be paid with available funds in the General Fund, expense code 00120.9940.02440.2003.

Recommended by:  
Mattye Mauldin-Taylor, Ph.D.
Date: May 21, 2003

To: Commissioners Court

From: John Hennessey, MIS Director

Subject: Network Infrastructure Upgrade

**Background**

The County's current network infrastructure has been in place for more than 3 years without any significant changes or upgrades. As the county shifts from a mainframe environment to a more distributed network based environment for its courts and financial applications a significantly higher demand is placed on the infrastructure. The infrastructure of network devices, switches, routers, hubs, data circuits, and servers requires major improvements to support the County's direction of a county-wide imaging system as well as the new Civil and JP Courts system. The same network improvements will support both imaging and civil courts. A smaller scale upgrade has been previously approved by the Court to upgrade the data circuits to the JP facilities and locations along Langdon Road. This has been completed with a significant improvement in network performance.

Schlumberger has developed a long range plan for the County's network as part of the analysis for upgrading the infrastructure. That long term plan diagram is attached as is the current network configuration. This project, if approved, would implement the proposed network infrastructure plan.

**Financial Impact**

The Civil/JP Courts Management project budget has been developed to include $4,467,600 one time expense for network infrastructure upgrades, servers, scanners, printers, diagnostic tools, data circuits, and desktop computers with $277,000 in reoccurring maintenance costs. Detailed cost information is provided in the following table:
JP/CIVIL Costs

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Reoccurring</th>
<th>5 Year</th>
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<tbody>
<tr>
<td>License</td>
<td>$400,000</td>
<td>$2,900,000</td>
<td>$3,300,000</td>
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<tr>
<td>Conversion</td>
<td>$575,000</td>
<td></td>
<td>$575,000</td>
<td></td>
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<tr>
<td>Training</td>
<td>$483,000</td>
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<td>Customization</td>
<td>$172,000</td>
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<tr>
<td>Interfaces</td>
<td>$345,000</td>
<td></td>
<td>$345,000</td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>$330,000</td>
<td>$330,000</td>
<td>$1,320,000</td>
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<tr>
<td>Software Total</td>
<td>$400,000</td>
<td>$4,805,000</td>
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<td>$6,195,000</td>
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<tr>
<td>Backfill</td>
<td>$240,000</td>
<td></td>
<td>$240,000</td>
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<tr>
<td>Equipment</td>
<td>$4,467,600</td>
<td>$277,500</td>
<td>$5,300,600</td>
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</tr>
<tr>
<td>TOTALS</td>
<td>$5,107,600</td>
<td>$4,805,000</td>
<td>$607,500</td>
<td>$11,735,100</td>
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</tbody>
</table>

Funding Available in the Major Technology Fund for the Civil/JP Courts project:

Prior Years Available Balance
- FY2003: $4,500,000
- FY2004: $4,294,730
- TOTAL: $10,190,416

The equipment line item above consists of desktop computers, servers, scanners, printers, network infrastructure equipment, diagnostic tools, cabling and data circuits. Of the $4.4 million for equipment, approximately $1.6 million is targeted for network switches, diagnostic tools, cabling and data circuits. This briefing only addresses the network infrastructure equipment, cabling, diagnostic tools and data circuits. Schlumberger is developing an implementation plan and any costs associated with implementation will be briefed separately. A preliminary estimate for the implementation costs for the network components has been placed at $500,000 - $700,000.

<table>
<thead>
<tr>
<th>Item</th>
<th>FY2001 Budgeted Amount</th>
<th>Projected FY2003 Costs</th>
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</thead>
<tbody>
<tr>
<td>Network Infrastructure</td>
<td>$1,635,000</td>
<td>$864,462</td>
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<tr>
<td>Equipment</td>
<td></td>
<td></td>
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<tr>
<td>Cabling</td>
<td>$80,000</td>
<td></td>
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<tr>
<td>Diagnostic Software</td>
<td>$100,000</td>
<td></td>
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<tr>
<td>Data Circuits</td>
<td>$85,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Network Infrastructure</strong></td>
<td>$1,635,000</td>
<td>$864,462</td>
</tr>
</tbody>
</table>

The purchase of desktop computers, servers, scanners and printers will be addressed in a separate briefing.
**Operational Impact**

The network upgrade will position the County to maximize its investment in both a Courts system and an Imaging system. It will provide for increased network performance and response as well as eliminating single points of failure. This upgrade will also improve performance for the Juvenile Information System project (JIS) currently housed at the Henry Wade juvenile facility. Existing network equipment will be utilized where feasible so as to minimize expenditures. The network is designed such that, short of a major catastrophe, a data circuit outage will not prevent the Courts from continuing to operate or the Imaging system from continuing to function. Connectivity will be maintained although the network performance may be slowed by the outage as information would be re-routed over the remaining circuits.

**Schedule**

The network improvements will be installed first to insure that all equipment has been properly configured, data circuit improvements made and the equipment is functioning normally. It is anticipated that the network improvements will be completed before the implementation begins for the courts and imaging system.

**Recommendation**

It is recommended that the Commissioners Court approve the network infrastructure upgrade at a cost of $864,462 with funding from the Major Technology Fund, Civil/JP Courts project.
# Equipment Details

<table>
<thead>
<tr>
<th>Network Equipment</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Records Building</strong></td>
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</tr>
<tr>
<td>2 Cisco 6509 Switches</td>
<td>$144,318</td>
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<tr>
<td>Virtual Private Network Connection</td>
<td>20,119</td>
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<tr>
<td>Cisco PIX Firewall</td>
<td>16,114</td>
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<tr>
<td>14 Cisco 3550 Switches</td>
<td>58,826</td>
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<td><strong>Total Records Building</strong></td>
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<tr>
<td><strong>George Allen</strong></td>
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<tr>
<td>2 Cisco 6509 Switches</td>
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<tr>
<td>18 Cisco 3550 Switches</td>
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<td><strong>Total GACB</strong></td>
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<td><strong>Henry Wade JJC</strong></td>
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<tr>
<td>1 Cisco 6509 Switch</td>
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<tr>
<td>1 Cisco 4006 Switch</td>
<td>2,787</td>
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<tr>
<td>1 Cisco 3550 Switch</td>
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<td><strong>Total Henry Wade</strong></td>
<td>$110,719</td>
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<tr>
<td>Maintenance</td>
<td>$44,188</td>
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<tr>
<td><strong>TOTAL Network Equipment</strong></td>
<td>$599,462</td>
</tr>
</tbody>
</table>

411 Elm Street  
Dallas, Texas 75202  
Email:  
website:  
214-653-7327
PROPOSED
Dallas County Network Connectivity
w/ Gigaman
High-Level Overview
5/14/2003

20-meg connection to Internet via Gigaman circuit

- Gigaman over Fiber 1000 Mb/s
- T-1 over Copper 1.544 Mb/s
- County Fiber 1000 Gb/s

JD  Juvenile Detention
JP  Justice-of the Peace
RB  Road & Bridge
FCCB  Frank Crowley Courts Bldg
GACB  George Allen Courts Bldg
HHS  Health & Human Services
JJC  Henry Wade Juvenile
      Justice Center
May 12, 2003

MEMORANDUM:

TO: Commissioners Court
THROUGH: Commissioner John Wiley Price, District 3
FROM: Donald R. Holzwarth, P.E.
Director of Public Works

SUBJECT: Interlocal Agreement for the Dallas Central Business District Transportation Study

Background

The City of Dallas' current "Street and Circulation Plan for the CBD" has responded adequately to the past needs of the City through the amendment process to ensure mobility for traffic through the CBD and to provide needed access to land uses. This plan is now in a change as land uses are changing from the traditional office use to mixed-use environment of office, retail, festival and residential. Peripheral highway systems are under study that have the potential to influence traffic patterns into and out of the CBD. A second DART Light Rail transit corridor is under consideration to accommodate increasing passenger demand. The operation of the current street traffic patterns are to be considered for possible conversion from one-way to two-way operations to offer increased circulation opportunities, along with the relaxation of the "No-Parking" regulations during peak hours to possibly benefit the retail and new residential uses now developing.

This study project will be conducted by Jacobs Civil, Inc. and is expected to be completed by April 2004. The local government entities involved in the project are North Central Texas Council of Governments, City of Dallas, DART and Dallas County with a committee structure of a Steering Committee, Stakeholders Committee and a Technical Committee. Dallas County representation on these committees will be filled by Commissioner John Wiley Price, Dan Savage and Public Works.

Financial Impact

Funding for the study will be provided with $600,000 (STP-MM) federal funds, with the remainder of the project costs being split between the City of Dallas in the amount not to exceed ($100,000), DART ($50,000) and Dallas County ($25,000). The total cost will not exceed $775,000. NCTCOG will retain $50,000 for travel forecasting and project administration.
**Impact on Operations and Maintenance**

The impact to Dallas County will be dependent on the final results of the study if recommendations are presented that would affect traffic patterns and street closures around the county complex. The project team is aware of the pending parking garage expansion and the entrance/exit locations, which will be considered in the study.

**Project Schedule**

The initial meeting of the Technical Committee has been held and monthly meetings have been scheduled through the month of December 2003. Steering Committee (12) and Stakeholder Committee (5) meetings have not been scheduled at this time. Two sets of public meetings will be conducted as well as briefings to the Dallas City Council, DART Board of Directors, Dallas County Commissioners Court and NCTCOG. The study is expected to be completed by April 2004.

**Recommendations**

It is recommended that the Dallas County Commissioners Court approve the Inter-local Agreement and pay the county’s share from the Parking Garage/Plaza Project fund.

APPROVED BY:

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

cc: Commissioner John Wiley Price, District 3
    Dan Savage, Assistant Administrator for Operations
    Sam Wilson, Assistant Director
    File
North Central Texas Council Of Governments

May 1, 2003

Mr. Sam Wilson
Senior Traffic Engineer
Dallas County
Administration Building, 3rd Floor
411 Elm Street
Dallas, Texas 75202-3301

Dear Mr. Wilson:

This letter was originally sent on January 31, 2003 to Mr. Dan Savage. We've been told you are the new contact therefore we are forwarding this letter to you.

Attached is the Interlocal Agreement for the Dallas Central Business District Transportation Study. As you are aware, this study is to be administered through the North Central Texas Council of Governments (NCTCOG) and has been programmed to receive Surface Transportation Program-Metropolitan Mobility (STP-MM) funding in the amount of $600,000 as well as $175,000 in local funding from the following funding partners:

- City of Dallas: $100,000
- Dallas Area Rapid Transit: $50,000
- Dallas County: $25,000

On October 24, 2002, the NCTCOG Executive Board executed the attached resolution, authorizing NCTCOG receipt of these local funds. NCTCOG will retain $50,000 for travel forecasting and project administration.

Please forward your portion of the local match to NCTCOG. The City of Dallas has the original signature page, which will be forwarded to you for Judge Keliher's signature in the near future. If you have any questions, please contact Lynn Hayes at (817) 695-9281 or Amanda Cuba at (817) 695-9284. Thank you for your assistance with the contracting phase of this project.

Sincerely,

Lynn Hayes
Principal Transportation Planner

LH:cs
Attachment

cc: 2002-2003 UPWP Element 5.02 Project File
INTERLOCAL COOPERATIVE AGREEMENT

Between

THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
THE CITY OF DALLAS
DALLAS AREA RAPID TRANSIT
and
DALLAS COUNTY

for
DEVELOPMENT OF A COMPREHENSIVE TRANSPORTATION PLAN FOR THE
DALLAS CENTRAL BUSINESS DISTRICT (CBD)

The North Central Texas Council of Governments (NCTCOG), The City of Dallas, Dallas Area Rapid Transit (DART), and Dallas County are local governmental entities pursuant to the Interlocal Cooperative Act, Chapter 791 of the Texas Government Code. Each may be referred to as a “Party,” and may be collectively referred to as the “Parties” to this Agreement.

This letter agreement defines the terms and conditions for the disbursement of funds collected by NCTCOG for the development of a comprehensive transportation plan for the Dallas CBD.

**Term**

The term of this Agreement shall take effect on the date executed by the parties and remain in effect until the study is completed, which is expected to be during April 2004.

**Scope and Implementation**

The Parties agree to the following:

1. Funding for the study will be provided with $600,000 (STP-MM) federal funds, with the remainder of the project cost being split between the City of Dallas in an amount not to exceed ($100,000), DART ($50,000), and Dallas County ($25,000). The total cost of the study will not exceed $775,000.

2. The City of Dallas will provide the Project Manager for the effort, to champion the project and monitor the progress.

3. NCTCOG will serve as the Contract Manager and Procurement Administrator for the project.

4. The attached work scope outlines all project related tasks and deliverables.
IN WITNESS HEREOF, the parties have executed this Agreement in duplicate original at Arlington, Tarrant County, Texas, the ______ day of ______________, 2003.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

__________________________
R. Michael Eastland
Executive Director

__________________________
Jerry Gilmore
Attorney

CITY OF DALLAS

__________________________
Jill Jordan
Assistant City Manager

DALLAS AREA RAPID TRANSIT

__________________________
Gary Thomas
President/Executive Director

DALLAS COUNTY

__________________________
Margaret Keliher
County Judge

Approved as to form:

__________________________
KELDRENE B. JOHNSON, City Attorney

By ________________________
Assistant City Attorney
Submitted to City Attorney
SCOPE OF SERVICES

A. Oversight and Coordination

Task A1 - Project Management Plan
The selected consultant shall prepare a Project Management Plan (PMP) for the study, including a description of the items to be studied, a detailed description of the tasks to be undertaken in the work program, a labor and cost budget for each task, a project schedule, a quality control/quality assurance plan, and an outline of project administrative procedures. A draft PMP will be prepared and submitted to the Project Manager and the Contract Manager, who will then distribute it to the four key funding agency leaders for review and comment. The final negotiated budget and scope will become part of the NCTCOG cost-plus-fixed fee contract for the project.

Deliverables: 1) Draft Project Management Plan (PMP)  
2) Final Project Management Plan

Task A2 - Project Coordination
The Consultant shall track and ensure that copies of all correspondence are provided to the Project Manager on a continuing basis. The Consultant will maintain the following project documentation:

- Contract information
- Issue tracking system
- Study filing system
- Plan directory
- Minutes from Steering, Stakeholders, and Technical Committee meetings
- Minutes from public meetings
- Plan reports, press releases, media reports/published articles

Deliverables: 1) Project Documentation (one electronic file at project completion)  
- Contract Information  
- Issue Tracking File  
- Project Files  
- Plan Directory (in PMP)  
- Meeting Notes (Steering, Stakeholders, and Technical committees and Public Meetings)  
- Any press releases and articles published  
2) Project Correspondence (upon receipt or weekly)

Task A3 - Communication
The Consultant will prepare monthly progress reports for the study containing the following information:

- Work accomplished and status for each study task
- Estimated percentage of work completed and budget spent for each task
- Work activities anticipated for following month
• Problems that may affect the budget, schedule or work products of the study with proposed solutions
• Updated study schedule with milestones and deliverables
• Monthly invoices documenting all study costs and remaining budget by task

These monthly reports and invoices will be submitted to the Project Manager who will review and transmit them to the Contract Manager.

Deliverables: Monthly Progress Reports

Task A4 - Committee Meetings
Consultant shall attend meetings of the Steering, Stakeholders, and Technical Committees. The Consultant will be responsible for notification, arranging and conducting presentations at these meetings. All communication with these Committees will be through the Project Manager, unless otherwise directed. Minutes from these meetings will be generated by the Consultant for distribution to all participants within one week of the meetings.

Meetings: 1) Eight Steering Committee Meetings 2) Five Stakeholder Meetings 3) Twelve Technical Committee Meetings

Task A5 - Public Involvement
Two sets of public meetings are anticipated; one in the early stages of the project and one toward the end. Consultant will be responsible for notification, arranging, and conducting presentations at these meetings. Reports on these meetings will be generated by the Consultant within one week of the meeting for distribution as directed by the Project Manager. NCTCOG will maintain copies of the minutes of these meetings for possible use in securing federal funding and to address federal public involvement procedures.

Meetings: Two Public Involvement Meetings, conducted at Dallas City Hall

Task A6 - City Council and DART Board Meetings
The Consultant shall be responsible for presentations on the study to the Transportation and telecommunication Committee of the Dallas City Council and to the DART Board Planning Committee. It is anticipated that two meetings for each group will be required, once at the midway point of the project period and again toward the end. A briefing to the full Dallas City Council, the DART Board of Directors, the Dallas County Commissioners' Court, the NCTCOG Surface Transportation Technical Committee, and the Regional Transportation Council by the Consultant is also anticipated toward the end of the study.

One briefing each: Dallas Council  
DART Board  
Dallas County  
NCTCOG STTC
Regional Transportation Council

Task A7 - Deliverable

The Consultant will generate the reports and material outlined above and provide them to the Project Manager as indicated and in total at the close of the study. All information will be supplied in electronic format, compatible with Microsoft Office, along with the standard paper copies.

Deliverable: 1) One Public Involvement Notebook (Hardcopy)
2) One Public Involvement Notebook (Digital)

B. PROJECT EXECUTION

Task B1 - Current Study Review

The Consultant will conduct a review of previous and current studies that are related to the study so as to provide the Consultant with the appropriate level of background information, including the following:

- City of Dallas' CBD Thoroughfare and Circulation Plan
- NCTCOG's Mobility 2025 Update
- DART'S Transit System Plan
- TxDOT's Ongoing Project Pegasus MTIS
- City of Dallas' Trinity Project
- Transit Mall Traffic Signal Optimization Study
- Central Dallas Association Inventory of TSM Improvements

The Consultant will become cognizant of all existing and planned transportation and land-use proposals in the study area. The Consultant will summarize the findings of this task with a comprehensive discussion of how they relate and can influence the development of the Plan. The Consultant will prepare a technical memorandum of the findings for presentation to the Technical Committee.

Deliverable: 1) Draft Technical Memorandum: Review of Studies and Proposals provided to Consultant by client agencies
2) Final Technical Memorandum: Review of Studies and Proposals

Task B2 - Current Transportation System Review

Using methods approved by the Project Manager, the Consultant will collect and analyze vehicular, transit, and pedestrian flow volumes and operations on the transportation facilities from surveys and existing data, obtain basic geometric surveys of streets, inventory land uses, and define vehicular access points.

Deliverable: 1) Compile Data provided by client agencies:
   - Traffic Counts
- Roadway Geometry
- Land use Inventory
- Parking Inventory
- Access Inventory
- Transit operational data and surveys

2) Perform Limited Field Surveys to Supplement Existing Data:
- AM and PM Traffic Counts at up to 60 Intersections
- Manual Pedestrian Counts at up to 40 Intersections
- Downtown Land Use

Task B3 - Vision Implementation
The Consultant will carefully examine vision statements obtained from members of the Steering and Stakeholders Committees and from comments received in public meetings as they relate to future transportation and land uses in the study area and will develop them into a synthesis proposal that is both rational and able to be implemented.

Deliverables: 1) First Draft of Vision of Downtown Dallas, a document that uses narrative, maps, and sketches to convey a consensus "vision" of land uses, amenities, activity characteristics, transportation elements, and their interaction in Dallas' future downtown.
2) Revised Draft of Vision of Downtown Dallas (Final Consensus Document to be incorporated into Plan Document)

Task B4 - Issues to be addressed
Consultant will, as is the objective of the study, respond to the foregoing vision by addressing the following issues in detail:

Street Operation:
- Two-way versus one-way streets
- Ring road systems
- Vehicle/rail transit interface
- Traffic calming techniques
- Street closures/abandonments
- Canyon/Mixmaster reconfiguration
- Traffic/transit signal pre-emption
- Intelligent transportation systems

Transit Operations:
- Reduction/relocation of bus operations
- Rail/Bus circulators
- Appropriate use of bus transfer centers

Other Public Needs:
- Pedestrian enhancements
- Bicycle routes
- Identified public activity centers
- On-street and Off-street parking
- On-street loading zones
- Valet parking operations
- Cab stands
- Emergency vehicle impact
- Security concerns
- Sustainable Development opportunities
Deliverables: 1) Specification and Analysis of up to three “alternative runs” and a “composite run” of street operations techniques, up to two “runs” of transit operations alternatives
2) Analysis and Recommendations to be incorporated into Plan Document

Task B5 - Light Rail Transit Corridor
Consultant will identify options for a second light rail transit corridor in the CBD based on optimizing existing and potential land-use development, ridership and compatibility with maintaining overall mobility and vitality in the area. The options, developed in consultation with DART staff, must be demonstrated as realistic and able to be implemented. NCTCOG and DART will provide needed ridership forecasts.

Deliverable: 1) Specification and Analysis of up to four “alternative alignments”.
2) Analysis and Recommendations to be incorporated into Plan Document

Task B6 - Multimodal Plan
Consultant will prepare a comprehensive multi-modal Plan that will provide the guiding principals for the development and operation of the transportation system in support of achieving a vibrant mixed of uses in the CBD. The Plan, a basis for a subsequent City Council ordinance, will present a graphic description of the recommended CBD street system to include recommended transportation operation, physical dimensions of roadways and sidewalks, location of transit service, bicycle routes, selected streets to serve through traffic in addition to circulatory and special area traffic, truck operations and delivery services. It will recommend geometric reconfiguration of roadways, sidewalks and intersections where necessary, a detailed analysis of intersection operational ratings (LOS) and the alteration of existing and installation of new traffic control devices. Cost of recommended changes will be provided as part of the Plan.

Deliverables: 1) First Draft of Transportation Vision for Downtown Dallas, 25 copies
2) Revised Draft of Transportation Vision for Downtown Dallas, 25 copies
3) Final Draft of Transportation Vision for Downtown Dallas, 50 copies
4) Final Report, Transportation Vision for Downtown Dallas, 200 copies
5) Final Report, Transportation Vision for Downtown Dallas, Digital Files

Task B7 - Computer Model
The Consultant will develop a computer model of the Plan using software approved by the Project Manager that will assist in the development, evaluation and presentation of the Plan and its components. The model will eventually reside with a funding agency but will be maintained and updated on a scheduled basis by the Consultant during the term of the contract with training provided to staff for its operation. A separate item to maintain, update and operate the model
beyond the term of the contract will be sought.

Deliverable: 1) Functional Traffic Simulation Model Set-up and Downtown Networks (the CBD Network will include the coverage necessary to address transit light rail alternative locations, estimated to include 130 intersections)
   2) Two-day training session for up to 6 agency personnel

C. Provided By Client Agencies
   • VISSIM calibrated downtown model from City of Dallas, Transitway Mall Study
   • 2030 Demographic files and Travel Demand Model Run
   • Travel Demand Model specified files and output, e.g. turning movements, select link reports, demand matrices
   • All data, studies, reports, and proposals related to Downtown Dallas
   • Venues for all meetings
   • Distribution of reports to committee members
RESOLUTION AUTHORIZING A CONTRACT WITH JACOBS CIVIL, INC.
FOR A COMPREHENSIVE TRANSPORTATION STUDY FOR THE
DALLAS CENTRAL BUSINESS DISTRICT

WHEREAS, the North Central Texas Council of Governments is authorized by law to conduct
such coordinating and technical studies as may be required to guide the unified development of the
area, eliminate duplication, and promote economy and efficiency through areawide planning; and,

WHEREAS, the 2002-2003 Unified Planning Work Program specifies planning efforts to
accomplish those studies between October 1, 2002 and September 30, 2003; and,

WHEREAS, the 2002-2004 Transportation Improvement Program specifies further planning
and implementation funded with Surface Transportation Program and Congestion Mitigation Air
Quality Program monies; and,

WHEREAS, engineering expertise is needed to address issues associated with the
comprehensive transportation study of the Dallas Central Business District; and,

WHEREAS, the North Central Texas Council of Governments has complied with federal and
State regulations regarding contract and procurement proceedings;

NOW THEREFORE, BE IT HEREBY RESOLVED:

Section 1. That the contract between the North Central Texas Council of Governments
and Jacobs Civil, Inc., for engineering expertise, in an amount not to exceed
$725,000 be and hereby is approved.

Section 2. That the study be funded with Surface Transportation Program–Metropolitan
Mobility with local match provided by City of Dallas, DART, and Dallas County.

Section 3. That the Executive Director of the North Central Texas Council of Governments
is authorized to execute the contract in the name of the North Central Texas
Council of Governments.

Section 4. That this resolution shall be in effect immediately upon its adoption.

James O’Neal, President
North Central Texas Council of Governments
Mayor Pro Temp, City of Lancaster

I hereby certify that this resolution was adopted by the Executive Board of the North Central
Texas Council of Governments on October 24, 2002.

Bob Phelps, Secretary-Treasurer
North Central Texas Council of Governments
Mayor, City of Farmers Branch
May 21, 2003

MEMORANDUM

TO: Commissioners Court

THROUGH: John Wiley Price, Commissioner District 3

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

SUBJECT: JIM MILLER ROAD MCIP PROJECT 30219
(Loop 12 to Elam Road)
Contract for Consultant Engineering Services

BACKGROUND

Jim Miller Road MCIP Project 30219 from Loop 12 to Elam Road was selected in the first call for projects for the Major Capital Improvement Program and is currently funded for construction in Program Year 2005. The project is located in Road and Bridge District 3 and in the City of Dallas. Public Works staff have followed County Policy and Procedures for the procurement of engineering services for design of the subject project. Freese and Nichols, Inc., has been selected as the highest qualified firm for the subject project through a two-step selection process required by state statute and has proposed to perform the required services in the scope and for the fees set forth in Attachment “A” and “B” of the attached Consultant Engineering Services Contract.

IMPACT ON SCHEDULE AND OPERATIONS

Engineering design services must begin immediately for projects to be let for construction in Program Year 2005. Commencement of primary design services is the first objective to accomplish in order to be in construction by early 2005.
Commissioners Court  
May 19, 2003  
Page Two

FINANCIAL IMPACT

Freese and Nichols, Inc., has proposed to perform the required engineering services for an amount not to exceed $131,923.00. There is sufficient money in the MCIP Program Project to fund the contract. Funds are available in Fund 196, Code 8010, FY 2002, Project 8201 for the Linfield Road Project.

MWBE INFORMATION

The Director of MWBE Affairs submitted his report with the first round of qualifications in the two step process. Freese and Nichols, Inc., is not a certified minority firm but has presented adequate good faith efforts for consideration.

RECOMMENDATION

It is recommended that the County Judge be authorized and directed to execute the attached contract for Consultant Engineering Services with Freese and Nichols, Inc., in the amount of $131,923.00 to be paid from current MCIP funds located in Fund 196. If Commissioners Court is in agreement, a court order will be placed on the next formal agenda for approval.

APPROVED BY:

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

Attachments (Contract with Attachments)

Cc: Jim Smith, 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 _____________, 2003, by and between the COUNTY OF DALLAS (hereinafter referred to as "COUNTY") acting by and through the Commissioners Court of Dallas County, Texas, and Freese and Nichols, Inc., (hereinafter referred to as "CONSULTANT") with offices located at 1701 North Market Street, Suite 500 LB 51, Dallas, Texas 75202.

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 Jim Miller Road Project 30219 from Loop 12 to Elam Road, 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 II of the Project; and,

WHEREAS, COUNTY and CONSULTANT have agreed upon the fair and reasonable negotiated price for the Phase II, Primary/Final 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 II, Primary/Final 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**

I.1 **BASIC SERVICES** shall mean all professional engineering services and other professional services required for Phase II, Primary/Final 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.

I.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.

I.3 **PRELIMINARY DESIGN/PRELIMINARY ENGINEERING** shall mean all professional engineering services required to produce the deliverables. 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.
1.4 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, as more fully detailed in Article IV, Deliverables, and Attachment D. These include, but are not limited to mean all professional engineering services required to produce all right of way documents and plans, standard details, special specifications, contract documents, cross sections and special provisions.

1.5 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.

1.6 COUNTY shall mean the County of Dallas, State of Texas.

1.7 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.

1.8 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.

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

1.10 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 Dallas, and any applicable STAKEHOLDERS.

1.11 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.

1.12 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.

1.13 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 Primary/Final Design and Construction Services of County Capital Improvement Jim Miller Road Project No.30219, from Loop 12 to Elam Road, Phase II.

II.2 BASIC SERVICES FOR PRIMARY/FINAL DESIGN AND CONSTRUCTION SERVICES: 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 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 II services shall not exceed One Hundred Thirty-one Thousand, Nine Hundred Twenty-three and no/hundredths ($131,923.00) 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 II Basic Services Fee: The COUNTY shall pay CONSULTANT Phase II Basic Services fees in the total amount not to exceed One Hundred Twenty Thousand, Four Hundred Fifty-one and no/hundredths ($120,451.00) 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 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 II Special Services Fee The COUNTY shall pay CONSULTANT Phase I Special Services fees in the total amount not to exceed $11,472.00 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. 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 II Primary/Final 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 II Primary/Final Design Preparation of Plans:**

**IV.2.1** The preparation of plans for Phase II Primary/Final Design is more fully detailed in Attachment D.

**IV.3 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 XXIII, 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.

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 F. 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 vendor.
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 terms by 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 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 of or in any way related (whether directly or indirectly, causally or otherwise) to: (1) the performance of, attempted performance of, or failure to perform, 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 Contact, 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 Contact 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 County.

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 Manager.

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.

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. Alan D. Greer, P.E., Principal
Freese and Nichols, Inc.
1701 North Market Street, Suite 500  LB 51
Dallas, Texas  75202

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:

Margaret Keliher
Dallas County Judge

FREESE AND NICHOLS, INC.

ATTEST:

Alan D. Greer, P.E.
Principal

Approved as to Form:

Ms. Janet R. Ferguson
Chief of Civil Division, Assistant District Attorney

Corporate Seal
Attachment “A”

SCOPE OF SERVICES FOR ROADWAY RECONSTRUCTION

JIM MILLER ROAD PROJECT #30219
LOOP 12 TO ELAM ROAD
FEBRUARY 11, 2003

1. Primary Design Preparation of Plans and Specifications shall include:

1.1 Prepare a primary plan design set to include the following:

a. Title sheet.

b. Typical sections proposed for project conditions.

c. Paving 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. Plans shall be prepared conforming to standard COUNTY procedures and guidelines.

d. Proposed roadway profile grades and elevations.

f. Estimated Quantity Sheet

g. Suggested Construction Sequence plan.

1.2 Profiles and cross sections will be required for all intersecting streets, alleys, driveways and cross sections at other critical or intermediate points such as culverts, bridge abutments, etc. Drainage at all intersections must be clearly indicated and verified by field survey. Either contours or spot elevations shall be shown on intersection layouts with cross slope to fit intersecting grade lines. Cross sections shall be extended beyond the proposed right-of-way a sufficient distance (minimum of 50 feet) to determine directions of rainfall runoff. All drainage ditches shall be profiled beyond the right-of-way to the extent necessary to determine drainage requirements and cross-sectioned. This distance shall be a minimum of 100 feet each direction.

1.3 CONSULTANT will be required to furnish to the COUNTY the necessary engineering data and applications for permits or
easements from local, state, federal or other agencies, for railroad grade crossings (plan and profile, storm sewer plans and metes and bounds ROW descriptions for the required widening or new crossing will be required).

1.4 CONSULTANT shall complete documentation necessary for any required environmental assessment study, Corps of Engineers permits, Americans with Disabilities Act submittals, Railroad permits, historical designation or other required permits and webmaster for Project Website and provide copy of same to COUNTY and/or documentation that the aforementioned elements are not required for the specific project. Copies of study or permit application will be required for partial payment of this item of the contract.

1.5 CONSULTANT shall at the specific request of Director coordinate and execute any Neighborhood Meetings necessary for the project. CONSULTANT shall secure facilities for meeting, prepare any necessary exhibits, conduct presentations, distribute advance notification, mailers, etc. Consultant shall furnish a detailed report after the meeting(s) addressing attendance, topics of discussion, issues presented, issues resolved and recommendations.

1.6 Establish and document line and grade control points at I.I.'s, P.C.'s, P.T.'s, and at not more than 500-foot intervals throughout the project. These points and references shall be located so that removal will not be required during construction and documentation shall be shown on the plan-profile sheets or a project layout or control sheet. The centerline alignment shall be staked with stake or point set at each centerline station. CONSULTANT shall refresh all project control prior to construction.

1.7 The COUNTY and CITY (CITIES) shall review the primary plans submitted as scheduled or required. Following these reviews, a "Plan-in-Hand" conference will be held to discuss the comments and proceed from the conference to a meeting to check the plans as designated in project schedule.

1.8 The CONSULTANT shall make the necessary corrections and revisions resulting from the "Plan-in-Hand" conference and field visit and submit three sets of each corrected/revised plans to COUNTY for review and approval.

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

1.10 CONSULTANT shall complete and implement any suggested changes in deliverables, process or action resulting from the Partnering Charrette.

1.11 Upon approval, CONSULTANT shall provide five (5) full size and two (2) half size copies and computer files of primary phase design plans.

2. Final Design Preparation of Detailed Plans and Specifications shall include:

2.1 Preparation of detailed construction plans, specifications, bid proposal, and estimate of quantities and costs. Final plan set shall include the items in the primary design phase along with, but not limited to the following: line and grade control sheet, erosion control sheet, erosion control plan (SW3P) traffic control/pavement marking plan (construction and final), electrical and irrigation conduit plan, utility plans, standard and special details, and any other items required or specified in the Scope of Services. Plans and specifications shall follow standards and practices established by Texas Department of Transportation (TxDOT) for comparable work. Dallas County Standards, North Central Texas Council of Governments (NCTCOG) Standards for Public Works Construction-North Central Texas and City (or Cities) standards may be used as authorized by the Director.

2.2 Preparation of the final cross sections on 24" x 36" sheets and 12" x 18" half scale plans indicating station, grade and grade point, roadway section, right-of-way lines and quantities of excavation and/or fill. Cross sections shall be plotted at 50 foot intervals with stationing from the bottom of the sheet on 1" = 5' horizontal and 1" = 5' vertical scales and shall be clearly legible for reproductions. Excavation and embankment volumes and end area computations shall be shown for sections, including shrinkage factors and a summary for all sheets. Cross sections shall extend beyond the ROW as required for design or construction purposes. Upon approval, CONSULTANT shall provide all originals, five (5) full size and two (2) half-size copies, and computer files of final cross sections.
2.3 Preparation of final plans shall be on 24" x 36" sheets on .004 inch or thicker Mylar drafting film or equivalent and 12" x 18" half scale plans. All drafting shall be in ink and clearly legible when reduced to half scale and conform to COUNTY standards. Plans shall be on a scale of 1" = 20' horizontal and 1" = 5' vertical. Where needed for detail, scale of 1" = 10' horizontal shall be used. Cross sections will not be included as part of each set of plans. Upon approval, CONSULTANT shall provide all originals, five (5) full size and two (2) half-size copies, and computer files of final plans.

2.4 Preparation of final specifications and bid proposal conforming to the plans in rough draft form for final review. Upon completion of review, the CONSULTANT shall make the required corrections and revisions and furnish to the COUNTY all originals, five (5) full size and two (2) half size copies and computer files of approved specifications, notices to bidders and proposal complete and suitable for advertising for bids. The Standard County of Dallas General Provisions, General Notes and Regulations for Construction contracts and performance and payment bonds shall be used with supplement from the TxDOT or NCTCOG specifications where required.

2.5 CONSULTANT shall provide a final construction cost estimate along with all field notes, design and quantity calculations and final hydraulic calculations and studies.

2.6 At this point Final Design should be substantially complete. The "Dallas County Performance Evaluation of Design Consultants" and "Evaluation of Dallas County" evaluation process shall be performed.

3. Engineering services during construction shall include the following as needed: attend Pre-Bid meeting, Pre-Construction Meeting and the Partnering Workshop; review and approve shop drawings and Requests for Information (RFI's) provided by Contractor; attend field meetings; make plan modifications and revisions; construction surveying; field inspections; preparation of record drawings; any other construction management items as needed.

3.1 Any provision in the contract notwithstanding, it is specifically understood and agreed that the CONSULTANT shall not authorize or undertake any work pursuant to this contract, which work would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in this contract, without having first obtained specific written authority therefore from the COUNTY,
including work referred to as "Special Services." The written authorization for additional work shall be in the form of a "Modification to the Scope of Services" and the scope shall be clearly defined therein and approved by the CONSULTANT and Director and any fees therefore negotiated, approved and submitted by the Director to the Commissioners Court for approval.

3.2 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 replaces 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 "J", 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 as required by the applicable Contract(s) or in such other formats as instructed by the COUNTY herein.

3.3 Partial submittals are discouraged. CONSULTANT shall be responsible for the quality of the deliverables. CONSULTANT shall have written quality control procedures in place that 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 (15) copies of each plan set per phase not including final phase submittals or partial submittals.

3.4 In the event that the CONSULTANT's team is materially changed, experiences a change in sub-consultant, 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.

3.5 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.
ATTACHMENT "A"

SCOPE OF SERVICES FOR WATER CONSTRUCTION (DWU)
JIM MILLER ROAD – LOOP 12 TO ELAM ROAD
ROAD PROJECT #30219
MARCH 13, 2003

1. BASIC SERVICES

1.1 This Scope of Services is for the Construction Plan Preparation of Water and Wastewater Mains for Dallas Water Utilities Department to clear the proposed paving improvements of Dallas County Public Works at Jim Miller Road from Elam Road to Loop 12. The proposed relocation work consists of the following:

WATER

Replace approximately 2300 l.f. of 12-inch water main with 12-inch water main.

Replace approximately 150 l.f. of 8-inch water main with 8-inch water main.

Replace approximately 120 l.f. of substandard 6-inch water main with 8-inch water main.

Replace approximately 75 l.f. of 6-inch water main with 6-inch water main for the relocation of two existing fire hydrants.

Replace two fire hydrants.

Appurtenance adjustments will be required.

WASTEWATER

None.

1.2 General Requirements

a. Provide all manpower, equipment, supplies, transportation, services, deliveries, and incidentals, etc. necessary to accomplish the project objectives and the Scope of Work.

b. Identify, coordinate and conform design/recommendations of this project to meet all legal and regulatory parameters/constraints, codes and all requirements set forth by the applicable agencies, to include, but not be limited to EPA, FEMA, COE, State of Texas, TCEQ, TDH, City of Dallas, Dallas County and any other local codes as they may apply.

c. Address, evaluate and incorporate all appropriate Professional, Technical and Industry trade organization's recommendations and practices and generally accepted design criteria.

d. Identify all permits and approvals necessary along with their requirements to include all documentation, coordination testing, forms and permit applications required by Local, State and Federal Agencies, Departments, Boards and Commissions, etc. Supply necessary reports and studies to the agencies as required.
e. Maximize use of existing information, reports, surveys and data available. Confirm existing information, as necessary, provided by the Owner.

f. Evaluate and coordinate with necessary DWU personnel and their various Consultants and Construction Managers the design and construction of the proposed projects with other construction and maintenance activities on-going with DWU Water Distribution System and the Wastewater Collection System. Ensure that any modifications, improvements, enhancements, etc. recommended are compatible with on going and future plans, needs and regulatory requirements. Provide coordination required to maintain continuous service on mains, laterals and services.

g. All designs shall conform to final alignments, grades and requirements of other facilities occupying the public Right-of-way.

h. Work is to be coordinated and scheduled to meet Dallas County Public Works construction schedule such that final and acceptable plans to the City are received 2 weeks prior to advertisement.

i. Act as DWU's representative at public meetings and hearings when so requested by DWU.

1.3 Design, Specification and Services During Construction Phasing

a. This project shall be divided into four (4) phases.
   Phase I, the Pre-Design (Section 1.4), shall include preliminary coordination and investigation required to prepare for the preliminary and final design phases.
   Phase II, the Preliminary Design (Section 1.5)
   Phase III, the Final Design Plans (Section 1.6), shall include further coordination and investigation of design and drafting required to complete each phase of the project
   Phase IV, Services During Construction (Section 1.7).

1.4 Phase I Pre-Design (15% of Basic Services at completion). Research, coordination and investigation shall include the following:

a. The Engineer shall obtain from DWU and other utility agencies, information regarding existing and proposed utilities affected by the project. Include size and location of DWU laterals and services where available information exists.

b. The Engineer shall contact the property owners and the City of Dallas Public Works and Transportation Department to coordinate excavation locations, street closures, traffic routing, etc. Provide DWU with copies of all correspondence.

c. The Engineer shall obtain any conceptual development plans for the adjoining properties. Printing, reproduction and delivery costs associated with this task shall be considered part of Basic Services.

d. The Engineer shall meet with DWU personnel to present any possible design problems based on the above gathered information.

e. The Engineer shall contact each utility company, the City of Dallas Public Works and Transportation Department, Dallas County Public Works, TXDOT, DART and other outside agencies to obtain the latest information on proposed improvements in the project area. Provide DWU with copies of all correspondence.

1.5 Phase II Preliminary Design (55% of Basic Services at completion). The 55% milestone includes 15% Phase I Pre-design plus 40% Phase II Preliminary Design for a total of 55% at completion. The following shall be included in the preliminary design phase:
a. Survey baseline and benchmarks shall be the same as Public Works' survey control. Water Department vertical control benchmarks will be required. Correlate Public Works and Water Department benchmarks.

b. Prepare plans (1" = 20' horizontal, 1" = 6' vertical) showing existing vertical, topographic and utility features. Plans shall conform to items outline in Section 1.6.1. Plans should include alignments, limits of paving, drainage & paving grades as well as all surface and subsurface facilities found during Phase I investigation. Proposed facilities shall also be shown.

c. Establish preliminary horizontal and vertical alignments and compute geometrics.

d. Locate and investigate critical utility crossings, using the best available information or by probing. This item requires prior authorization from DWU and will be paid under Special Services (Section 2).

e. Identify special considerations and methods that may be required for construction.

f. Identify major utility conflicts and need for relocations or adjustments if required.

g. Attend coordination meetings with other City Departments and utility agencies regarding existing and proposed facilities.

h. Submittal of four (4) sets of preliminary plans (essentially complete) for review and distribution by DWU. Printing, reproduction and delivery costs associated with this task shall be considered part of Basic Services.

i. Attend conferences with DWU personnel after completion of preliminary plan review by involved agencies.

j. Identify pipe material and embedment requirement compatible with different soil types; utilize current DWU standards.

k. Perform fire hydrant coverage analysis for street frontage.

l. Locate additional information required for final design. Information provided will include, but not be limited to, surface utility locations, elevation verification and ties to topographic features such as, bridge piers, type of pavement, retaining walls, fences, buildings, trees, property lines, etc. Any necessary survey information that is in addition to what is provided requires prior authorization from the DWU Project Manager and shall be paid under Special Services (Section 2).

Deliverable for completion of this section shall be plan and profile sheets showing the alignment, paving limits, and all existing and proposed horizontal and vertical facilities.

1.6 Phase III Final Design Plans and Specifications (85% of Basic Services at completion). The 85% milestone includes the 15% Phase I Pre-design, 40% Phase II Preliminary Design and 30% Phase III Final Design Plans for a total of 85% at the completion of designs.

1.6.1 General Civil Plan Preparation

a. Prepare final plan and profile sheets for all water and wastewater mains 8" and greater conforming to the Dallas Water Utilities Department's current Design and Drafting Standards (Section 1.8).

b. Finalize project layout control showing pertinent survey data on the plan/profile sheets.

c. Finalize horizontal and vertical utility locations on the plan/profile sheets.
d. Finalize special design considerations and locations of appurtenances necessary for construction.

e. Finalize conduit plan/profile indicating location of all obstructions. Adjust horizontal and vertical conduit alignment to optimize hydraulics, minimize utility conflicts and maximize utility spacing.

f. Plan sheets shall contain DWU File and Contract Number.

g. Not used

h. Not used

1.6.2 Plan and Cost Estimate Submittal

a. Calculate material quantities using DWU Standard Bid Item Format and provide detailed estimates of probable construction cost.

b. Submit to DWU fourteen (14) sets of final plans for review and distribution. Printing, reproduction and delivery costs associated with this task shall be considered part of Basic Services. Plans will be used for internal DWU review and coordination as well as utility Check. Turnaround time is approximately four (4) weeks.

1.6.3 Finalize Design

This item shall include but not be limited to include further coordination and investigation of designs, drafting and construction specification as required to complete each design phase of this project.

a. Evaluate with regard to approved Project Objectives and incorporate appropriate DWU staff comments into final plans and specifications.

b. Submit one set of original final tracings, bid items and necessary contract documents to the City.

c. Prepare and submit the Engineer's detailed final construction cost estimates and quantity takeoffs. Itemized breakdown of costs will be based on final plans and specifications and shall be submitted prior to advertisement.

d. Submit twelve (12) sets of final plans for distribution by the DWU. Printing, reproduction and delivery costs associated with this task shall be considered part of Basic Services.

1.7 Phase IV Services During Construction (100% of Basic Services at completion of construction). The 100% milestone includes the 15% Phase I Pre-design, 40% Phase II Preliminary Design and 30% Phase III Final Design Plans and also includes 15% Phase IV Services During Construction.

1.7.1 Services During Construction

a. Assist in pre-bid and bid conferences and staff briefings.

b. Provide required addenda for distribution to bidders.
c. Evaluate contractor's bids and qualifications and make recommendations for construction contract award.

d. Assist in preconstruction conferences.

e. Review, check and approve shop drawings, product data, samples and other submittals, including re-submittals. Turnaround goal shall not exceed an average of fourteen (14) calendar days.

f. Provide clarifying language and/or drawings where plans and specifications are not clear.

g. Provide revised necessary contract documents and/or plan drawings, sketches and description when design revisions are required. Provide electronic copies on CD’s and hard copies.

h. Provide answers to requests for information from general contractor and DWU's staff as related to possible conflicts and clarifications needed between plans and specifications. Turnaround goal for these should not exceed a maximum of seven(7) calendar days with three (3) days average.

i. Review and provide recommendations on contractor's requests for changed construction methods.

j. Review, evaluate and make recommendations on contractor's change order proposals.

k. Provide consultation and recommendation to DWU on:

1. Matters relating to design modifications during construction.
3. Matters relating to repair of defective or non-conforming work.

1.8 Standards

1.8.1 The Engineer shall prepare detailed construction drawings suitable for bidding purposes. The construction drawings shall be prepared to City of Dallas standards as outlined in the DWU Water and Wastewater Pipeline Design Manual, Standard Drawings. The design shall be in accordance with the 1998 North Texas Council of Governments Standard Specification for Public Works Construction, all subsequent amendments, and Dallas Water Utilities Department’s latest addendum to NCTCOG, subject to such specific special design concepts and/or criteria as may have been agreed to by the Dallas Water Utilities Department's Project Manager.

1.8.2 The Engineer shall submit one (1) set of original sealed tracings and specifications to DWU. Tracings shall be on 4-mil thick double matte mylar using thermal copy press technology that permanently adheres toner to the mylar. No item(s) shall be pasted/stuck onto the tracings. The design and all plan sheets will be produced on a CADD system compatible with Dallas County Public Works’ CADD requirements. Furnish computer files of the design files on CD’s.

a. The CADD design files working units -
   1. Master File = feet
   2. Sub-Units/Master Unit = 12
   3. Positional Units/Sub-Unit = 1000

b. Provide a text file with index and description of all CADD files for the project.

c. Provide a level index for each design file.
d. Display (print) all dimensions to two (2) decimal points.

e. Each drawing shall have its own file and file name. No reference files shall be attached.

f. The file name shall reflect the project title and sheet number. The first three characters of a sheet/drawing file name shall be "xxx" where the "xxx" is the sheet number. The next five characters shall be the abbreviation of the project name. For example, the drawing file (sheet number 4 in the plans) for BROOKLYN project would have a file name of 004brook.dgn.

g. Every drawing shall have a label on the edge of the print which contains the current location (directory, file path and drive or tape) and date printed.

h. Provide all data bases related to CADD files on CD's.

i. Provide copies of cell libraries.

1.8.3 Not used.

1.8.4 Documentation

The Engineer shall keep a project file folder that shall contain all pertinent correspondence including, but not limited to the following items:

a. The contract, scope and order to proceed for the project.

b. All correspondence relating to the project.

c. Engineering calculations that were used to determine the size of pipe, alignment, cost of the project, etc.

d. Notes to file concerning pertinent conversations with property owners and consultants, etc.

Upon completion of the project, the Engineer shall deliver to DWU a file folder containing copies of documents described in items 1.8.4.c and 1.8.4.d.

1.9 Dallas Water Utilities

DWU will provide available plans and construction data of the existing facilities affected by the project and assist the Engineer with determining the existence and location of underground water and wastewater mains. This information will be provided if available.

1.10 Construction Drawings

The construction drawings shall conform to those standards outlined in Section 1.8 and shall include pertinent information, but not limited to the following items:

1.10.1 Water Appurtenances:

a. Existing Water: Type of Pipe, Size, Year Built and References.

b. "Connect To" and "Install" Design Notes for Proposed Water Appurtenances.

c. Existing Water Services: Type of Pipe and Size, Meters and Sizes, etc.

d. Proposed Water Services/Deadheads.

e. Water Alignment Curve Data.
1.10.2 Wastewater Appurtenances:
   a. Existing Wastewater: Type of Pipe, Size, Year Built, Direction of Flow and References.
   b. "Connect To" and "Construct" Design Notes for Proposed Wastewater Appurtenances.
   c. Existing Wastewater Laterals: Type of Pipe and Size where information can be obtained.
   d. Proposed Wastewater Laterals.
   e. Wastewater Alignment Curve Data.

1.10.3 Topography:
   a. Street Names.
   b. Block Numbers.
   c. Lot Numbers.
   d. Lot Dimensions.
   e. Existing and Proposed Pavement Width, Type, Limits, Thickness and Base.
   f. Buildings with Ownership, Addresses, etc.

1.10.4 Utilities:
   a. Existing and Proposed Storm Drains, Manholes, Inlets and Pipe Sizes.
   b. Existing and Proposed Public Utilities, Type, Sizes and Appurtenances.
   c. Caution Notes Where Required.

1.10.5 Required Information for General Plan Preparation:
   a. Location Map.
   c. General Notes.
   d. Scale.
   e. Cross Reference.
   f. Reference to As-Built Maps.
   g. Reference to 411Q or 685W File Number and Sheet Number.
   h. Engineer's Seal, Signature and Date
   i. Mapsco page number and grid
   j. Survey
      1. Centerline Stations
      2. Ties and Call out
      3. Curve Data
      4. Deflection Angles

1.11 Basis of Compensation -Scope "A"

The basic fee shall be invoiced based on the completion of specific portions of the project. The Engineer shall provide DWU with detailed billing showing dates, type of work performed, individual involved and dollar amount. Partial billing may be submitted in intervals (usually monthly) based on statements reflecting a percentage of work completed as determined by Engineer and approved by DWU. Basic service maximum fees shall not be exceeded.

The value of the Basic Services shall be determined by the following percentages of the total basic compensation that each phase represents at completion.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Phase I Pre-Design</td>
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<tr>
<td>Phase II Preliminary Design</td>
<td>40%</td>
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<tr>
<td>Phase III Final Design Plans and Specifications</td>
<td>30%</td>
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</table>
2. SPECIAL SERVICES

Locating of utilities (probing) under Special Services are only to be enacted with prior written permission by the DWU Project Manager. Identified special services shall be billed using rates as agreed in the proposal submitted for this project.

2.1 Utility Locations (Probing)

If the Engineer and Dallas Water Utilities Department both concur that probing outside of the proposed paving and drainage project limits is needed, then the probing should be authorized and paid as a Special Service. Invoices shall include breakdown of man-hours and hourly rates.

2.2 Not Used

2.3 Basis of Compensation - Special Services

Special services rendered shall be invoiced on the agreed upon rates. Special services maximum fees shall not be exceeded.

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<th>SPECIAL SERVICES BREAKDOWN (HOURLY RATES)</th>
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ATTACHMENT B

SUMMARY - ITEMIZED FEE CALCULATION

DALLAS COUNTY
JIM MILLER ROAD
LOOP 12 TO ELAM ROAD
PROJECT # 30219

Prepared for: Dallas County, TX 3/18/2003

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DK5H
## ATTACHMENT B

### PAVING - ITEMIZED FEE CALCULATION

**Dallas County**
**JIM MILLER ROAD**
**LOOP 12 TO ELAM ROAD**
**PROJECT #30219**

Prepared for:
Dallas County, TX

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<th>CADD TECH</th>
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Deliverables and Expenses:
- Printing/Plotting Expenses: 4665 HRS.
- General Expenses: 100 HRS.

Subtotal for BASIC SERVICES: 4 $576 124 $15,872 404 $32,320 720 $41,472 22 $915.2 1274 $91,155

**SPECIAL SERVICES:**

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<tr>
<th>ITEM #</th>
<th>TASK</th>
<th>PRINCIPAL IN CHARGE</th>
<th>PROJECT MANAGER</th>
<th>DESIGN ENGINEER</th>
<th>CADD TECH</th>
<th>WORD PROCESSOR</th>
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<td>COST</td>
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**SUBTOTAL for SPECIAL SERVICES:**

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<th>DESIGN ENGINEER</th>
<th>CADD TECH</th>
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**PROJECT TOTAL:**

Freese and Nichols, Inc. 2/11/2003
### ATTACHMENT B

**WATER - ITEMIZED FEE CALCULATION**

**DALLAS COUNTY**

**JIM MILLER ROAD**

**LOOP 12 TO ELAM ROAD**

**PROJECT # 30119**

---

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**ESTIMATED MAXIMUM FEE FOR PROJECT**

$ 26,531
ATTACHMENT: "C"

SAMPLE INVOICE
ON FIRM'S LETTERHEAD

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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"

I. Primary Design Preparation of Plans and Specifications shall include:

I.1 Upon a review and approval of the proposed route location, alignment, preliminary grade line and drainage requirements by the COUNTY and CITY (or CITIES) concerned, the CONSULTANT shall prepare ROW plans from field surveys for the acquisition of the necessary ROW. These plans shall include but not be limited to the following:

I.1.1 The location with station and offset distance or centerline tie of all fixed topography within the proposed right-of-way, including fences (type and height), trees, all structures and other existing improvements, along with existing property corners (i.e., iron pins), all proposed improvements including new curb line, storm drainage structures, i.e., inlets, manholes, headwalls, utilities, etc., plotted on 24" x 36" standard size sheets with a scale of not less than 1" = 20'. With prior approval from Property Division of COUNTY individual plats on 8-1/2" x 11" and 11" x 17" sheets shall be prepared for each parcel indicating all the data required hereinabove and conforming with COUNTY ROW Guidelines.

I.1.2 The street number of all structures or houses, the names of owners of record, parcel number, and volume/page number for each taking.

I.1.3 All ROW to be acquired shall be clearly dimensioned with the area to be acquired and that remaining indicated in square feet and acres. Property lines shall be referenced to the project centerline. Dimensions from proposed right-of-way lines to all improvements, existing structures or houses shall be indicated. Three copies of right-of-way maps shall be submitted to the COUNTY for review along with sample copies of plat and deed description. One copy of all survey and deed data shall be submitted to the COUNTY.

I.1.4 Prepare deed descriptions for all parcels of right-of-way to be acquired, including all necessary drainage and slope easements (if temporary easements, if required) conforming to COUNTY ROW Guidelines.

I.2 Furnish the COUNTY six full size copies and six 11" x 17" half-scale copies along with the full size original of the right-of-way plans, the original and two copies of the deed descriptions along with the original and five copies of 11" x 17" plats, and original and five copies of 8 1/2" x 11" plats.

I.3 Prepare a primary plan design set to include the following:

(a) Title sheet.

(b) Typical sections proposed for project conditions.

(c) Paving 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. Plans shall be prepared conforming to standard COUNTY procedures and guidelines.

(d) Proposed roadway profile grades and elevations. The proposed roadway profiles are to include left and right outside T.O.C. (top of curb), and left and right median T.O.C. profiles.

(e) Prepare the final drainage area map showing drainage areas, run-off coefficients in accordance with type of city zoning and/or development, points of concentration, size of areas in acres and the calculated quantity of storm water run-off at each point of concentration in cubic feet per second. Provide culvert and storm sewer layouts and profiles, hydraulic calculations and requirements for drainage easements. Headwalls shall be designed for urban or rural conditions as specified for each project. If non-standard headwalls are used, construction details complete with reinforcing steel schedule shall be shown on plans. Design criteria for storm drainage shall conform to the policy or ordinance of the city in which the improvements are to be made or the County's requirements where no City policy or ordinance exists.

(f) Estimated Quantity Sheet

(g) Suggested Construction Sequence plan.

1.4 Profiles and cross sections will be required for all intersecting streets, alleys, driveways and cross sections at other critical or intermediate points such as culverts, bridge abutments, etc. Drainage at all intersections must be clearly indicated and verified by field survey. Either contours or spot elevations shall be shown on intersection layouts with cross slope to fit intersecting gradelines. Cross sections shall be extended beyond the proposed right-of-way a sufficient distance (minimum of 50 feet) to determine directions of rainfall runoff. All drainage ditches shall be profiled beyond the right-of-way to the extent necessary to determine drainage requirements and cross sectioned. This distance shall be a minimum of 100 feet each direction.

1.5 CONSULTANT will be required to furnish to the COUNTY the necessary engineering data and applications for permits or easements from local, state, federal or other agencies, for railroad grade crossings (plan and profile, storm sewer plans and metes and bounds ROW descriptions for the required widening or new crossing will be required).

1.6 CONSULTANT shall complete documentation necessary for any required environmental assessment study, Corps of Engineers permits, Americans with Disabilities Act submittals, Railroad permits, historical designation or other required permits and webmaster for Project Website and provide copy of same to COUNTY and/or documentation that the aforementioned elements are not required for the specific project. Copies of study or permit application will be required for partial payment of this item of the contract.

1.7 CONSULTANT shall at the specific request of Director coordinate and execute any Neighborhood Meetings necessary for the project. CONSULTANT shall secure facilities for meeting, prepare any necessary exhibits, conduct presentations, distribute advance notification, mailers, etc. Consultant shall furnish a detailed report after the meeting(s)
addressing attendance, topics of discussion, issues presented, issues resolved and recommendations.

1.8 Establish and document line and grade control points at P.I.'s, P.C.'s, P.T.'s, and at not more than 500 foot intervals throughout the project. These points and references shall be located so that removal will not be required during construction and documentation shall be shown on the plan-profile sheets or a project layout or control sheet. The centerline alignment shall be staked with stake or point set at each centerline station. All project control shall be refreshed by CONSULTANT prior to construction.

1.9 The COUNTY and CITY (CITIES) shall review the primary plans submitted as scheduled or required. Following these reviews, a "Plan-in-Hand" conference will be held to discuss the comments and proceed from the conference to a meeting to check the plans as designated in project schedule.

1.10 The CONSULTANT shall make the necessary corrections and revisions resulting from the "Plan-In-Hand" conference and field visit and submit three sets of each corrected/revised plans to COUNTY for review and approval.

1.11 CONSULTANT is also required to attend additional conferences that may be necessary and scheduled by the COUNTY to complete primary/final plan preparation and review discussions for the project (a minimum of five (5)).

1.12 CONSULTANT shall complete and implement any suggested changes in deliverables, process or action resulting from the Partnering Charrette.

1.13 Upon approval CONSULTANT shall provide five copies and computer files of primary phase design plans.

II. Final Design Preparation of Detailed Plans and Specifications shall include:

II.1 Preparation of detailed construction plans, specifications, bid proposal, and estimate of quantities and costs. Final plan set shall include the items in the primary design phase along with, but not limited to the following: line and grade control sheet, erosion control sheet, erosion control plan (SW3P) traffic control/pavement marking plan (construction and final), electrical and irrigation conduit plan, utility plans, standard and special details, and any other items required or specified in the Scope of Services. Plans and specifications shall follow standards and practices established by Texas Department of Transportation (TxDOT) for comparable work. Dallas County Standards, North Central Texas Council of Governments (NCTCOG) Standards for Public Works Construction-North Central Texas and City (or Cities) standards may be used as authorized by the Director.

II.2 Preparation of the final cross sections on 24" x 36" sheets and 11" x 17" half scale plans indicating station, grade and grade point, roadway section, right-of-way lines and quantities of excavation and/or fill. Cross sections shall be plotted at 50 foot intervals with stationing from the bottom of the sheet on 1" = 5' horizontal and 1" - 5' vertical scales and shall be clearly legible for reproductions. Excavation and embankment volumes and end area computations shall be shown for sections, including shrinkage factors and a summary for all sheets. Cross sections shall extend beyond the ROW as required for design or construction purposes. Upon approval CONSULTANT shall provide all originals, five copies, and computer files of final cross sections.

ATTACHMENT D, PHASE II, PRIMARY/FINAL DELIVERABLES 3
II.3 Preparation of final plans shall be on 24\" x 36\" sheets on .004 inch or thicker mylar drafting film or equivalent and 11\" x 17\" half scale plans. All drafting shall be in ink and clearly legible when reduced to half scale and conform to COUNTY standards. Plans shall be on a scale of 1\" = 20\' horizontal and 1\" = 5\' vertical. Where needed for detail, scale of 1\" = 10\' horizontal shall be used. Culvert layouts, bridge layouts and other structural details shall be at scale of 1\" = 5\' or as directed by the COUNTY. Storm sewer plan and profiles shall be provided including all laterals. Storm sewer laterals will be designed to clear utility lines to the extent possible and all subgrade construction. Hydraulic gradient and data will be shown. Cross sections will not be included as part of each set of plans. Upon approval CONSULTANT shall provide all originals, five copies, and computer files of final plans.

II.4 Preparation of final specifications and bid proposal conforming to the plans in rough draft form for final review. Upon completion of review, the CONSULTANT shall make the required corrections and revisions and furnish to the COUNTY all originals, five copies and computer files of approved specifications, notices to bidders and proposal complete and suitable for advertising for bids. The Standard County of Dallas General Provisions, General Notes and Regulations for Construction contracts and performance and payment bonds shall be used with supplement from the TxDOT or NCTCOG specifications where required.

II.5 CONSULTANT shall provide a final construction cost estimate along with all field notes; design and quantity calculations and final hydraulic calculations and studies.

II.6 At this point Final Design should be substantially complete. The “Dallas County Performance Evaluation of Design Consultants” and “Evaluation of Dallas County” evaluation process shall be performed.

III. Engineering services during construction shall include the following as needed: attend Pre-Bid meeting, Pre-Construction Meeting and the Partnering Workshop; review and approve shop drawings and Requests for Information (RFI’s) provided by Contractor; attend field meetings; make plan modifications and revisions; construction surveying; field inspections; preparation of record drawings; any other construction management items as needed.

III.1 Any provision in the contract notwithstanding, it is specifically understood and agreed that the CONSULTANT shall not authorize or undertake any work pursuant to this contract, which work would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in this Contract, without having first obtained specific written authority therefor from the COUNTY, including work referred to as "Special Services." The written authorization for additional work shall be in the form of a "Modification to the Scope of Services" and the scope shall be clearly defined therein and approved by the CONSULTANT and Director and any fees therefor negotiated, approved and submitted by the Director to the Commissioners Court for approval.

III.2 In addition to the paper/mylar copies specified above, CONSULTANT shall deliver requested work to the COUNTY in digital form which is electromically 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 "J", 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 as required by the applicable Work Order(s) or in such other formats as instructed by the County herein or in subsequent Work Order(s).

III.3 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 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. If required by a Work Order, 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 Work Order, 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 cost.

III.4 CONSULTANT shall also conform to the following survey requirements:

(a) 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 in subsequent Work Order(s) 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.

(b) 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.

(c) Construction - All work performed under this category shall be as directed by the COUNTY in the applicable Work Order(s) 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.

(d) Boundary - All work performed in this category shall be as directed by the COUNTY in the applicable Work Order(s) and shall include, but not be limited to, preparation of plats and legal descriptions of lands to be bought or sold by the COUNTY.

(e) Miscellaneous - The CONSULTANT shall perform miscellaneous survey work as indicated in this contract or subsequent Work Order(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, determining the adjusted elevation (NGVD 1927) following performance of a bench mark loop.

(f) 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 useability of the digital files. Any corrupted files shall be replaced by the CONSULTANT at no additional cost to the COUNTY.

III.5 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 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.

III.6 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.

III.7 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.
ATTACHMENT "E"

DALLAS COUNTY
PERFORMANCE EVALUATION
OF
DESIGN CONSULTANTS

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

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

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

<table>
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<tr>
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<th>Contract Modifications</th>
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<tbody>
<tr>
<td>Difficult; Routine</td>
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PROJECT TYPE:

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?
<table>
<thead>
<tr>
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<th>Name, Title and Office of Reviewer</th>
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**Distribution:**

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<td>Electrical (Controls/Instrumentation)</td>
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<td>Fire Protection</td>
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<td>Survey and Mapping</td>
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<td>Thoroughness of site investigation</td>
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<tr>
<td>Quality Control Procedures/Execution</td>
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<td>Plans/specs accurate,coordinated,clear,&amp; detailed sufficiently</td>
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<tr>
<td>Subcontracting plan, including M/WBE compliance</td>
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<tr>
<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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<tr>
<td>Design constructibility</td>
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<tr>
<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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ATTACHMENT "F"

EVALUATION OF DALLAS COUNTY

BY CONTRACTOR: ________________________________

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<tr>
<th>ATTRIBUTES</th>
<th>OUTSTANDING</th>
<th>SATISFACTORY</th>
<th>NEEDS IMPROVEMENT</th>
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<tr>
<td>Good Coordination with Contractor</td>
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<tr>
<td>Good Project Decisions</td>
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<tr>
<td>Fairness in Resolving Issues</td>
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<tr>
<td>Concerted Effort to Resolving Issues</td>
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<tr>
<td>Meetings Conducted Professionally</td>
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<tr>
<td>Timely Advice on Pending/Existing Issues</td>
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<tr>
<td>Timely Processing of Invoices</td>
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<td>Change Orders/field modifications handled fairly</td>
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<tr>
<td>Reasonable construction time</td>
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<tr>
<td>Knowledgeable about project</td>
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REMARKS:

DBD:doc/EvalByContractor
**Certificate of Liability Insurance**

**Producer:**
Wm. Rigg Co.
309 West 7th St., Suite 200
Fort Worth, TX 76102

**Insured:**
Presse & Nichols, Inc.
4055 International Plaza
Suite 200
Fort Worth, TX 76109-4895

**Certificate Information:**
- **Certificate Number:** 1-817-820-8113
- **Date:** 05/08/03

**Insurers Affording Coverage:**
- **Insurer A:** Continental Casualty
- **Insurer B:**
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**

**Coverages:**
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
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<th>Type of Insurance</th>
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<td>Commercial General Liability</td>
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<td>Claims Made &amp; Occur</td>
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<tr>
<td><strong>GENL AGGREGATE LIMIT APPLIES PER:</strong></td>
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<tr>
<td>Policy</td>
<td>Project</td>
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<td><strong>AUTOMOBILE LIABILITY</strong></td>
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<tr>
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<td>Non-Owned Autos</td>
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<td>Occur &amp; Claims Made</td>
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<td><strong>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</strong></td>
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<td>WC Statutory Limits</td>
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<td>E.L. Each Accident</td>
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<td>E.L. Disease - EA Employee</td>
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<td>E.L. Disease - Policy Limit</td>
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<td>12/30/04</td>
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**Description of Operations, Locations, Vehicles, Exclusions Added by Endorsement:**

**Certificate Holder:**
Dallas County Public Works
Mr. Donald R. Holzwarth, P.E.,
Administration Building, 4th Floor
411 Elm Street
Dallas, TX 75202

**Cancellation:**
Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Authorized Representative:**

© ACORD Corporation 1988
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
May 27, 2003

To: Commissioners Court
Through: Commissioner Mike Cantrell, District No. 2
From: Dan Savage
Subject: City of Garland Request

BACKGROUND

The City of Garland is proposing to redevelop and upgrade the property around the recently opened DART Light Rail Station in downtown Garland. Dallas County has two properties in the proposed redevelopment area: (1) the Garland Sub-courthouse located at 305 North 5th and (2) the Garland Tax Office located at 675 W. Walnut. Attached is a letter from Bob Day, the Mayor of Garland, asking that the County consider relocating its functions at these two locations to another location within the City of Garland. The City is willing to acquire an alternative facility, specifically the former Kroger store located at the northeast corner of North Garland Avenue and Main Street in Garland and exchange it on a value for values basis for the two County properties. Fair market appraisals would be needed on all properties to determine the values. Based on this letter, the County would be responsible for any tenant finishout in the Kroger property.

IMPACT ON OPERATIONS

The swapping of properties and the relocation of the County functions could provide the following opportunities for Dallas County. First, the proposed building is more than 40,000 square feet in use and the land totals 2.887 acres. It includes about 200 parking spaces. Because of the size of the Kroger store, the County could co-locate all of its Garland activities at one location. This would include the Constable’s Office, the Justice of the Peace Court, the Tax Office, the CSCD Office and the Juvenile Probation Office. These functions are currently housed in the following space.

- Constable & Justice of Peace: 5504 square feet
- Tax Office: 4000 square feet
- CSCD Office (Lease space): 8700 square feet
Juvenile Probation (Lease space) 3004 square feet

Total 21,208 square feet

If this building were acquired, these functions could be accommodated in between 20,000 to 25,000 square feet of space. This would leave between 15,000 and 20,000 square feet for future expansion for other County activities.

FINANCIAL IMPACT

Fair Market Appraisals will be needed to determine the value of the properties. The DCAD values on the old Kroger store total $1,022,570. This is $503,060 for land and $519,510 for improvements. The land value is $4.00 per square foot. This store has been vacated for about nine months. Kroger's lease has about two and half years to go. The two combined County properties total 57232 acres in size. Dallas County has leases for space for the Garland CSCD office and the Garland Juvenile Probation office. The CSCD lease currently costs $85,695 per year. The Juvenile Probation office costs $41,862 per year. These leases will expire in 2005 and 2006 respectively. If these offices are moved into the Kroger facility upon expiration of the leases, the County’s leases could be reduced by $127,557 per year.

The County would be responsible for improvements at the Kroger Store. The building was built in 1974. It appears to be in reasonable shape. The property covers an entire city block. It is a vacant open shell that could be remodeled relatively easily. While it is difficult to know what the renovation costs would be, a $30 to $50 square foot value is a working number that could be used to gauge the remodeling costs. The renovation work could be done in phases with the first phase focusing on the Constable, Justice of the Peace, and the Tax Office functions. The CSCD and the Juvenile Probation offices could be programmed to come on stream as part of the phase two efforts to coincide with the expiration of those leases. A detailed cost estimate for the renovation work can be developed for consideration in the FY2004 Major Capital Improvement budget.

MWBE

N/A

LEGAL

The County can enter into property sales with another unit of government without going through a formal bid process.
RECOMMENDATION

Staff recommends that an assessment of the Kroger facility be conducted as part of the decision making process. Vidaud and Associates can do this assessment at a cost of $9119.00. A proposal for this work is attached to this briefing. If the Court concurs, a Court Order approving the work for an assessment of the old Kroger store will be presented at the next regular meeting.

Recommended by:

Dan Savage, Assistant Administrator for Operations
May 14, 2003

Honorable Mike Cantrell
Commissioner, District 2
Dallas County Administration Building
411 Elm Street
Dallas, TX 75202

Dear Commissioner Cantrell:

The City of Garland is interested in redeveloping the property around the newly opened DART light rail station. Dallas County has two properties in the proposed redevelopment zone: (1) the Garland sub-courthouse located at 305 North 5th Street and (2) the Garland Tax Office located at 675 W. Walnut. To facilitate this redevelopment, the City of Garland would like Dallas County to consider an exchange of properties on a value for value basis.

The city has identified a property that it believes will be a suitable property to accommodate all of Dallas County’s facility needs in the City of Garland. These include office space for the Justice of Peace, the Constable, the Tax Office, Juvenile Probation and Adult Probation (CSCD). The proposed facility is currently vacant and is on the market. If the County is willing to consider a property exchange, the City will attempt to purchase the proposed property and then exchange it for the two Dallas County properties mentioned above. Independent appraisals would be used to establish the values of all properties. Under this proposal, the City of Garland would ask Dallas County to be responsible for any tenant finish out expenses necessary to accommodate the County activities. The City would also ask the County to proceed expeditiously with its necessary work to make the Dallas County property available to the City in a timely manner.

This project offers an opportunity to create a win-win situation for our citizens and taxpayers. The City and County will both benefit from the redevelopment of the area around the DART light rail station. Dallas County and the City of Garland will also benefit from the adaptive reuse of a large vacant retail property. The County will have the added benefit of co-locating all of its Garland offices at one site and will benefit from the elimination of future lease payments, if this proposal is implemented.

We look forward to working with the Dallas County Commissioners Court on this proposal. Please advise me if any additional information is needed before you bring this matter forward to Commissioners Court.

Sincerely,

Bob Day
Mayor
May 5, 2003

Dan Savage
Assistant Administrator
Dallas County Commissioners Court
County Administration Building
411 Elm Street, 3rd Floor
Dallas, TX 75202-3301

Property Condition Assessment of the Kroger Building

Dear Mr. Savage,

Vidaud + Associates Incorporated is pleased to have this opportunity to serve Dallas County and offers the following proposal for your consideration.

SCOPE OF PROJECT

We will conduct a property condition assessment (PCA) of the former Kroger grocery store building located at the northeast corner of North Garland Avenue and Main Street in Garland, Texas. This PCA will be conducted in accordance with ASTM E2018-01, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. Our services will include a document review, a walk-through survey, a review of modifications necessary to prepare for future occupancy and an opinion of probable costs to remedy physical deficiencies and to perform tenant improvements. The resulting work product will be provided in the form of a property condition report (PCR). We have retained the services of O’Dea, Lynch, Abbatista to assist in evaluating the HVAC, plumbing and fire safety systems.

SCOPE OF SERVICES

Document Review

If readily available, we will review the following documents and information in the possession of or provided by the owner, owner’s representative, Dallas County, or combination thereof. Our review of these documents will not include commenting on the accuracy of such documents.

- Appraisal, either current or previously prepared.
- Certificate of Occupancy
- Safety Inspection Records
- Warranty information (roofs, boilers, chillers, cooling towers, etc.)
- Records indicating the age of material building systems
- Historical costs incurred for repairs, improvements, recurring replacements, etc.
PCA for Kroger Building
May 5, 2003

- Pending proposals or executed contracts for material repairs or improvements. Descriptions of future work planned.
- Outstanding citations for building, fire and zoning code violations.
- The ADA survey and status of any improvements implemented to effect physical compliance.
- Previously prepared property condition reports
- Drawings and specifications (as-built or construction).

Walk-Through Survey

The objective of the walk-through survey is to visually observe the subject property so as to obtain information on material systems and components for the purposes of providing a brief description, identifying physical deficiencies to the extent that they are observable, and obtaining information needed to address such issues in the PCR. The following areas will be observed to the extent practical:

- Site
- Structural Frame and Building Envelope
- Roofing
- Plumbing
- Heating
- Air Conditioning and Ventilation
- Electrical
- Vertical Transportation
- Life Safety/Fire Protection
- Interior Elements

Opinions of Probable Costs to Remedy Physical Deficiencies and to Provide Tenant Improvements

Based upon the walk-through survey and information obtained during document review, we will prepare general-scope opinions of probable costs for the suggested remedy of the material physical deficiencies observed. We will also provide an opinion on a probable budget necessary to perform improvements for an office type occupancy. These opinions of probable costs are to assist Dallas County in developing a general understanding of the physical condition of the subject property.

In keeping with ASTM E2018-01, any opinions of probable cost that are either individually or in the aggregate less than a threshold amount of $3,000 of like items are to be omitted from the PCR. If there are more than four separate items that are below this threshold requirement, but collectively total over $10,000, such items will be included.

Opinions of probable costs should only be construed as preliminary budgets. Actual costs most probably will vary from our opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or systems selected, field conditions, phasing of the work, quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is
Opinions of probable costs may be based upon: the extrapolation of representative observations, conditions deemed by us as highly probable, results from information received, or the commonly encountered expected useful life or remaining useful life of the components or systems, or a combination thereof. It is not the intent of our service to prepare or provide exact quantities or identify the exact locations of items or systems as a basis for preparing opinions of probable costs.

For some physical deficiencies, determining the appropriate suggested remedy or scope may warrant further study/research or design, testing, exploratory probing and exploration of various repair schemes. In these instances, the opinions of probable costs for additional study will be provided.

Property Condition Report

The property condition report will consist of the following contents:

- Cover Letter and PCR Reviewer’s Signature
- Executive Summary
- Purpose and Scope
- System Description and Observations
- Additional Considerations
- Document Reviews and Interviews
- Opinions of Probable Costs to Remedy Physical Deficiencies
- Out of Scope Considerations
- Exhibits (Photographs, as-built drawings etc.)

Additional Considerations

In addition to the baseline property condition assessment scope, we have been requested to provide some service in the areas of accessibility.

We will provide a Tier I Visual Accessibility Survey. This survey will be limited to visually observing path-of-travel, parking, public toilet rooms and elevators.

We will also report any visual observation of possible existence of asbestos or other hazardous substances. However our observations will not consist of providing an environmental assessment in accordance with federal, state and local standards.

Limitations on our observations are included in the section on exclusions.

EXCLUSIONS

The activities listed below generally are excluded from or otherwise represent limitations to the scope of services.
1. Operating conditions of any systems or accessing manholes or utility pits.

2. Entering crawl or confined space areas, determination of previous substructure flooding or water penetration unless easily visible or if such information is provided.

3. Walking on pitched roofs, or any roof areas that appear to be unsafe, or roofs with no built-in access, or determining any roofing design criteria.

4. Determining adequate pressure and flow rate, fixture-unit values and counts, verifying pipe sizes, or verifying the point of discharge for underground systems.

5. Observation of flue connections, interiors of chimneys, flues or boiler stacks, or tenant-owned or maintained equipment.

6. Air conditioning process related equipment or condition of tenant owned/maintained equipment.

7. Removal of electrical panel and device covers, except if removed by building staff, EMF issues, electrical testing, or operating of any electrical devices, or opining on process related equipment or tenant owned equipment.

8. Examining of elevator cables, sheaves, controllers, motors, inspection tags, or entering elevator pits or shafts.

9. Determining NFPA hazard classifications, classifying or testing fire rating of assemblies.

10. Operating appliances or fixtures, determining or reporting STC (Sound Transmission Class) ratings, and flammability issues/regulations.

11. Seismic considerations, design considerations for natural disasters, ADA requirements other than mentioned previously, FFHA requirements and indoor air quality.

12. Removing or relocating materials, furniture, storage containers, personal effects, debris material or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or disturbing personal items or property, that obstructs access or visibility.

13. Preparing engineering calculations to determine any system's, component's, or equipment's adequacy or compliance with any specific or commonly accepted design requirements or building codes, or preparing design or specifications to remedy any physical deficiency.

14. Taking measurements or quantities to establish or confirm any information or representations provided by the owner or user, such as size and dimensions of the subject property or subject building; any legal encumbrances, such as easements;
PCA for Kroger Building
May 5, 2003

building property line setbacks or elevations; number and size of parking spaces; etc.

15. Reporting on the presence or absence of pests such as wood damaging organisms, rodents, or insects unless evidence of such presence is readily apparent during the course of the field observer’s walk-through survey or such information is provided to us by the owner, user, property manager, etc. We will not provide a suggested remedy for treatment or remediation, determine the extent of infestation, nor provide opinions of probable costs for treatment or remediation of any deterioration that may have resulted.

16. Reporting on the condition of subterranean conditions, such as underground utilities.

17. Entering or accessing any area of the premises deemed to pose a threat of dangerous or adverse conditions with respect to the field observer or to perform any procedure, that may damage or impair the physical integrity of the property, any system, or component.

18. Providing an opinion on the condition of any system or component, that is shutdown, or whose operation by the field observer may increase significantly the registered electrical demand-load; however, we will provide an opinion of its physical condition to the extent reasonably possible considering age, obvious condition, manufacturer, etc.

19. Evaluating acoustical or insulating characteristics of systems or components.

20. Providing an opinion on matters regarding security of the subject property and protection of its occupants or users from unauthorized access.

21. Operating or witnessing the operation of lighting or other systems typically controlled by time clocks or that are normally operated by the building’s operation staff or service companies.

22. Providing an environmental assessment or opinion on the presence of any environmental issues such as asbestos, hazardous wastes or toxic materials other than what has been stated previously in this proposal.

DELIVERABLES

Three copies of the draft Property Condition Report will be provided to Dallas County for review. After receiving feedback, three copies of the final report will be provided to Dallas County.

FEES

As shown in attached proposal fee summary.
PCA for Kroger Building
May 5, 2003

SCHEDULE

Services to be completed 45 calendar days after written Notice to Proceed is received by our office.

Sincerely,

[Signature]

Timothy D. Strucely, AIA
Dallas County Program Manager
Vidaud + Associates Inc.

Attach: Proposal Cost Summaries

Cc: Russell Himes
# Proposal Cost Summary

**Title of Project:** Kroger Property Condition Assessment  
Dallas County Engineering & Project Management

<table>
<thead>
<tr>
<th>1. Basic Services Direct Labor (DL)</th>
<th>HOURS</th>
<th>RATES ($)</th>
<th>COST ($)</th>
<th>TOTAL LABOR ($)</th>
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<td>Secretary/Word Processor</td>
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**Total Hours:** 38  
**Total Labor:** $3,344.00

1. **Total Basic Services:** $8,944.00

2. **Total Expenses:** $8,944.00  
   - Printing (review sets, presentations)  
   - Scanning Record Drawings  
   - Long Distance Telephone  
   - Mileage  
   - Delivery  
   - Photography (prior to Construction)  
   - Photography (during Construction)  
   - Postage/Shipping  
   - Presentation Materials (vignettes, presentations, etc.)  
   - Other  
   - TDLR Review Fee  
   - Consultant Reimbursables

3. **Total Non-Basic Services:** $175.00

4. **Total Labor Cost (Sum of 1 and 3) (Does not include expenses):** $8,944.00

5. **Total Cost Including Expenses:** $9,119.00

**Date:** 5-May-03  
**Signature of Preparer:**

---

FROM: VIDAUD  
FAX NO.: 9724582323

May 05, 2003 8:38 AM
May 27, 2003

To: Commissioners Court
From: Dan Savage
Subject: Parking Garage Fees

Background
The parking garage fees at the Frank Crowley and George Allen parking lots were last changed in September of 1992. Attached is a parking garage/lot survey prepared in the summer of 2002, which shows the fees for parking in garages and surface lots throughout the downtown area. The survey shows that parking fees in Dallas County parking are significantly below that of most parking facilities in the downtown area.

To address the situation, staff has prepared a proposal to raise parking rates. Attached are tables showing the present and proposed rates for both the Frank Crowley and George Allen parking facilities. These adjustments will generate $248,436 at Frank Crowley and $97,800 at George Allen annually. In addition to this, currently the County provides free parking for the handicapped at both locations. While there is a requirement to provide handicapped parking, there is no requirement to provide free handicapped parking. If the proposed transient rates at both locations are implemented for handicapped parkers, the expected revenue will be $46,144 annually. The combined impact of these charges is $392,380. The $3.00 daily rate for jurors would not change.

Impact on Operations
If these rate changes are implemented, there may be some reduction in parking volume which may reduce the expected revenue. There is a waiting list at George Allen which may provide replacements for any monthly parking cancellations. Also, once the George Allen expansion project is underway, about 30 to 40 County
employees parking in the George Allen underground reserved parking will have to be transferred to the public parking garage.

Financial Impact
The proposed rate changes will generate $392,380 if the same number of people park at these two locations. The current rates are significantly below the downtown market. Even with these rate changes they are still below the market. If these rates are implemented, staff will monitor the traffic activity for six months, and then make a recommendation regarding future adjustments.

Legal
These rate adjustments will have to be adopted by Commissioners Court order. There is no legal requirement to provide free parking to handicapped parkers.

M/WBE
Not applicable.

Recommendation
Staff recommends adoption of the proposed rate schedules and the imposition of parking fees for handicapped parkers. The implementation of these changes should be timed to into effect on July 1, 2003 for the transient rates and the monthly rates. The implementation of the bi-weekly rates should begin with payroll deductions for the first pay-period after July 1, 2003. Staff further recommends reviewing parking activity in six months to see if and when further adjustments are warranted.

Recommended by:

Dan Savage, Assistant Administrator for Operations

Attachment
## Garage Parking

<table>
<thead>
<tr>
<th>No.</th>
<th>Name/Operator</th>
<th>Spaces</th>
<th>Hourly Rate</th>
<th>Max Rate</th>
<th>Monthly Rate</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
<td>Ross St. Garage/Star</td>
<td>1300/80%</td>
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<td>$100.00/$115.00</td>
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<td>3</td>
<td>Fountain Place/CPS</td>
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<td>4</td>
<td>Fairmont Hotel/ACE</td>
<td>225/</td>
<td>$1.00/0-6hrs.</td>
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<td>5</td>
<td>Baptist Garage/CPS</td>
<td>1106/98%</td>
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<td>$115.00/$155.00</td>
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<td>Sprague Han/CPS</td>
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<td>$115.00/$155.00</td>
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<tr>
<td>7</td>
<td>411 N. Akard/Platinum</td>
<td>800/75%</td>
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<td>$100.00/$130.00</td>
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<tr>
<td>8</td>
<td>1505 Elm Garage/Classified</td>
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<td>$80.00 Valet</td>
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<td>$110.00 Valet</td>
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<td>Metropolitan Garage/Platinum</td>
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<td>1025 Elm/Standard Parking</td>
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<td>13</td>
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<td>$90.00/$100.00</td>
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<td>Renaissance Tower/CPS</td>
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<td>Texas Club Garage/CPS</td>
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<td>717 Park/In House</td>
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### Surface Parking

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</tr>
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</table>

### Additional Notes
- **A1** Attended Lot/Classified 190/90
- **A2** Attended Lot/Classified 260/95
- **A3** Attended Lot/Classified 180/95
- **A4** Attended Lot/Classified 100/85
- **A5** Attended Lot/Classified 75/85
- **A6** Attended Lot/Classified 95/95
- **A7** Attended Lot/Classified 331/91
- **A8** Attended Lot/Classified 120/85
- **A9** Attended Lot/Classified 83/79
- **A10** Attended Lot/Classified 31/91
- **A11** Attended Lot/Classified 31/91
- **A12** Attended Lot/Classified 31/91
- **A13** Attended Lot/Classified 31/91
- **A14** Attended Lot/Classified 31/91
- **A15** Attended Lot/Classified 31/91
- **A16** Attended Lot/Classified 31/91
- **A17** Attended Lot/Classified 31/91
- **A18** Attended Lot/Classified 31/91
- **A19** Attended Lot/Classified 31/91
- **A20** Attended Lot/Classified 31/91

### Monthly Rates
- **A1** Attended Lot/Classified 190/90
- **A2** Attended Lot/Classified 260/95
- **A3** Attended Lot/Classified 180/95
- **A4** Attended Lot/Classified 100/85
- **A5** Attended Lot/Classified 75/85
- **A6** Attended Lot/Classified 95/95
- **A7** Attended Lot/Classified 331/91
- **A8** Attended Lot/Classified 120/85
- **A9** Attended Lot/Classified 83/79
- **A10** Attended Lot/Classified 31/91
- **A11** Attended Lot/Classified 31/91
- **A12** Attended Lot/Classified 31/91
- **A13** Attended Lot/Classified 31/91
- **A14** Attended Lot/Classified 31/91
- **A15** Attended Lot/Classified 31/91
- **A16** Attended Lot/Classified 31/91
- **A17** Attended Lot/Classified 31/91
- **A18** Attended Lot/Classified 31/91
- **A19** Attended Lot/Classified 31/91
- **A20** Attended Lot/Classified 31/91

### Additional Notes
- **A1** Attended Lot/Classified 190/90
- **A2** Attended Lot/Classified 260/95
- **A3** Attended Lot/Classified 180/95
- **A4** Attended Lot/Classified 100/85
- **A5** Attended Lot/Classified 75/85
- **A6** Attended Lot/Classified 95/95
- **A7** Attended Lot/Classified 331/91
- **A8** Attended Lot/Classified 120/85
- **A9** Attended Lot/Classified 83/79
- **A10** Attended Lot/Classified 31/91
- **A11** Attended Lot/Classified 31/91
- **A12** Attended Lot/Classified 31/91
- **A13** Attended Lot/Classified 31/91
- **A14** Attended Lot/Classified 31/91
- **A15** Attended Lot/Classified 31/91
- **A16** Attended Lot/Classified 31/91
- **A17** Attended Lot/Classified 31/91
- **A18** Attended Lot/Classified 31/91
- **A19** Attended Lot/Classified 31/91
- **A20** Attended Lot/Classified 31/91
PARKING FEE REVENUE ENHANCEMENT
FCCB

Rate Increases

I. Raise Monthly Parking Employees and Public and Daily Transient Rates

(Revenues will increase by $248,436/per year)

Monthly Parker Category:

<table>
<thead>
<tr>
<th>FCCB</th>
<th>Parker</th>
<th>From</th>
<th>To</th>
<th>Inc. x #Pkrs=Mthly Inc.</th>
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<tbody>
<tr>
<td>Garage “C”</td>
<td>County</td>
<td>$30</td>
<td>$40</td>
<td>$10 186 $1,860</td>
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<td>City/State</td>
<td>$30</td>
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<td>$10 47 $470</td>
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<td>Public/Pvt</td>
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<td>$85</td>
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<tr>
<td>Garage “D”</td>
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<td>$40</td>
<td>$10 60 $600</td>
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<td></td>
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<td>$60</td>
<td>$10 58 $580</td>
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<td>Lot “A”</td>
<td>County</td>
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<td>$45</td>
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<td>$85</td>
<td>$10 8 $80</td>
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<td>Sub-Total $13,800</td>
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Transient Category

<table>
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<tbody>
<tr>
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<tr>
<td>Garage “D”</td>
<td>$3 $4</td>
</tr>
<tr>
<td>Lot “A”</td>
<td>$3.50 $4.50</td>
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<tr>
<td>Sub-Total</td>
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Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Amount</th>
<th>Annual Amount</th>
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<tbody>
<tr>
<td>Employees and Public/Private</td>
<td>($13,800/mthx12)</td>
<td>$165,600</td>
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<tr>
<td>Transient</td>
<td>($6,903/mthx12)</td>
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<tr>
<td>ANNUAL GRAND-TOTAL</td>
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<td>$248,436</td>
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</table>
## PARKING FEE REVENUE ENHANCEMENT

**GEORGE ALLEN**

### Rate Increases

**I. Raise Monthly Parking Employees and Public and Daily Transient Rates**

(Revenues will increase by $97,800/per year)

#### Monthly Parker Category:

<table>
<thead>
<tr>
<th>George Allen</th>
<th>Parker</th>
<th>From</th>
<th>To</th>
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<tbody>
<tr>
<td>Revenue Garage</td>
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<td>$70</td>
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<td></td>
<td>City/State</td>
<td>$50</td>
<td>$70</td>
<td>$20</td>
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<tr>
<td></td>
<td>Public/Pvt</td>
<td>$75</td>
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<td></td>
<td>Rid Share(3)</td>
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<td></td>
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<td>$6,400</td>
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</table>

<table>
<thead>
<tr>
<th>Transient Category</th>
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<tbody>
<tr>
<td>Revenue Garage</td>
</tr>
<tr>
<td>Sub-Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees and Public/Private</td>
</tr>
<tr>
<td>Transient</td>
</tr>
<tr>
<td>ANNUAL GRAND-TOTAL</td>
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</table>
HANDI-CAP PARKING REVENUE
FCCB and GEORGE ALLEN

<table>
<thead>
<tr>
<th>Location</th>
<th>Tickets/Year</th>
<th>Ticket Value</th>
<th>Expected Revenue</th>
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<tr>
<td>George Allen</td>
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<td>$21,144</td>
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<tr>
<td>FCCB Complex</td>
<td>5,000</td>
<td>$5</td>
<td>$25,000</td>
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</table>

ANNUAL GRAND- TOTAL $46,144
May 27, 2003

To: Commissioners Court
From: Dan Savage
Subject: Rationale for Briefing and Court Order on Same Day

This item was briefed on April 1, 2003. No action was taken at that time because of the Courts desire to see the results of the parking garage feasibility study. That has delayed the work about six weeks.
May 27, 2003

To: Commissioners Court

From: Dan Savage

Subject: Parking Garage/Plaza Work Orders

Background
On March 11, 2003 Jacobs Facilities was selected to design the proposed underground parking garage and plaza improvements. The contract provides for various tasks to be authorized by work order. The following tasks need to be started: (1) Archeological Survey of the site required by Texas Historical Commission; (2) Concept Design for Garage; (3) Basic Architectural/Engineering Services for a Four-Level Garage; (4) Civil Design Services for the Garage and (5) Plaza Programming and Concept Design.

On May 20, 2003, the Commissioners Court was briefed on the update of the parking garage financial feasibility study. As a result of that study, staff recommended that the four-level, 630 space design option be chosen and that staff begins work to negotiate partnering agreements with surrounding public and private property owners.

Operational Impact
Issuing these work orders at this time will allow the project to move forward without delay. The schedule calls for the garage to be complete by April 18, 2005.

Financial Impact
The five work orders will be issued as follows:

<table>
<thead>
<tr>
<th>Work Order No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Archeological Survey</td>
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</tr>
<tr>
<td>7</td>
<td>Concept Design for Garage</td>
<td>$79,000</td>
</tr>
<tr>
<td>8</td>
<td>Basic A/E Services for 4-level Garage</td>
<td>$828,000</td>
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<tr>
<td>9</td>
<td>Civil Design for Garage</td>
<td>$134,400</td>
</tr>
<tr>
<td>10</td>
<td>Plaza Programming and Concept Design</td>
<td>$165,000</td>
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</table>

Total Cost: $1,212,400
Funds for this work were included in the contract with Jacobs facilities and are available in the Major Capital Improvement Program Account No. 196.0.8110.2002.0.70132.

**Legal**

Work Orders 6 through 10 are for work included in the contract with Jacobs Facilities and are based on the scope of work and fee proposal that form the basis of that contract.

**M/WBE**

Jacobs has committed to 20% M/WBE participation on this project.

**Recommendation**

Staff recommends approval of work orders 6 through 10 with Jacobs Facilities for work on the parking garage/plaza project. Copies of these work orders are attached. If the Commissioners Court concurs, a Court Order will be prepared for next weeks meeting.

Recommended by

Dan Savage, Assistant Administrator for Operations

Attachments
WORK ORDER NO. 6

TASK: Archeological Survey

DESCRIPTION OF WORK TO BE PERFORMED:  
The archeological survey consists of an allowance for researching surrounding construction projects to determine the likelihood of encountering historic artifacts such as Indian remains. Jacobs does not consider building material from the turn-of-the-century to be of significance.

TOTAL WORK ORDER AMOUNT: $6,000

FUNDING SOURCE: Account No. 196.0.8110.2002.0.70132

FEE BASIS: Lump Sum as Negotiated


This Work Order is based on the fee proposal submitted by Jacobs Facilities, Inc. which is included as Exhibit I of the contract between Dallas County and Jacobs Facilities, Inc. for architectural/engineering services for the design of the proposed underground parking garage and plaza redevelopment.

SCHEDULE:  
Start Date: June 9, 2003  
Completion Date: July 21, 2003

Recommended by: Dan Savage, Assistant Administrator for Operations

Approved by Commissioners Court Order No. 2003-_____, dated _____________, 2003.

Margaret Keliher, County Judge  
DALLAS COUNTY

David White, Project Manager  
JACOBS FACILITIES, INC.

Date: _______________  
Date: _______________
WORK ORDER NO. 7

TASK: Concept Design for Garage

DESCRIPTION OF WORK TO BE PERFORMED:
During this phase, Jacobs will present in concept plan and sketch form two basic circulation patterns (an east-west parking orientation and north-south parking orientation). Jacobs will also explore along with these plans possible tunnel locations, ingress and egress ramp solutions, and elevator, stair and air intake shaft locations. This concept design effort will be closely coordinated with the programming and concept design efforts for the plaza.

TOTAL WORK ORDER AMOUNT: $79,000

FUNDING SOURCE: Account No. 196.0.8110.2002.0.70132

FEE BASIS: Lump Sum as Negotiated


This Work Order is based on the fee proposal submitted by Jacobs Facilities, Inc. which is included as Exhibit I of the contract between Dallas County and Jacobs Facilities, Inc. for architectural/engineering services for the design of the proposed underground parking garage and plaza redevelopment.

SCHEDULE: Start Date: June 9, 2003
Completion Date: August 29, 2003

Recommended by: Dan Savage, Assistant Administrator for Operations

Approved by Commissioners Court Order No. 2003-__________, dated __________, 2003.

Margaret Keliher, County Judge
DALLAS COUNTY
Date: __________

David White, Project Manager
JACOBS FACILITIES, INC.
Date: __________
PARKING GARAGE/PLAZA CONTRACT
JACOBS FACILITIES, INC.

WORK ORDER NO. 8

TASK: Basic Architectural/Engineering Services for a Four-level Garage

DESCRIPTION OF WORK TO BE PERFORMED:
Jacobs proposes to provide these design services using a two-step design process consisting of an enhanced Schematic Design Phase during which all of the "issues" are identified and solved, the parking layout and circulation is finalized and the overall quality level is determined. This phase will be followed by the Construction Documents Phase with a 50% on-board review and a final 95% review. Bidding and Basic Construction Administration Services are also included in this portion of the fee.

TOTAL WORK ORDER AMOUNT: $828,000

FUNDING SOURCE: Account No. 196.0.8110.2002.0.70132

FEE BASIS: Lump Sum as Negotiated


This Work Order is based on the fee proposal submitted by Jacobs Facilities, Inc. which is included as Exhibit I of the contract between Dallas County and Jacobs Facilities, Inc. for architectural/engineering services for the design of the proposed underground parking garage and plaza redevelopment.

SCHEDULE: Start Date: June 9, 2003
Completion Date: December 5, 2003

Recommended by: Dan Savage, Assistant Administrator for Operations

Approved by Commissioners Court Order No. 2003- , dated ____________, 2003.

Margaret Keliher, County Judge
DALLAS COUNTY

Date: ____________

David White, Project Manager
JACOBS FACILITIES, INC.

Date: ____________
WORK ORDER NO. 9

TASK: Civil Design Services for Garage

DESCRIPTION OF WORK TO BE PERFORMED:
Our Civil design services include the necessary modifications to the surrounding streets, curbs and sidewalks, grading, utility connections and relocations as necessary for the vehicular tunnels, and signal and striping modifications. These services will occur concurrently with the Basic A/E Services for the garage.

TOTAL WORK ORDER AMOUNT: $134,400

FUNDING SOURCE: Account No. 196.0.8110.2002.0.70132

FEE BASIS: Lump Sum as Negotiated


This Work Order is based on the fee proposal submitted by Jacobs Facilities, Inc. which is included as Exhibit I of the contract between Dallas County and Jacobs Facilities, Inc. for architectural/engineering services for the design of the proposed underground parking garage and plaza redevelopment.

SCHEDULE: Start Date: June 9, 2003
Completion Date: December 5, 2003

Recommended by: Dan Savage, Assistant Administrator for Operations

Approved by Commissioners Court Order No. 2003- , dated ______________, 2003.

Margaret Keliher, County Judge
DALLAS COUNTY

David White, Project Manager
JACOBS FACILITIES, INC.

Date: ___________ Date: ___________
WORK ORDER NO. 10

TASK: Plaza Programming and Concept Design

DESCRIPTION OF WORK TO BE PERFORMED:
Jacobs proposes to provide the County programming and concept design services for the development of a new plaza(s). The plaza study area is bounded by Elm on the north, Commerce on the south, Market on the east and the Records Building and Old Red on the west.

The first task under this phase will be to gather input from Dallas County staff, the Dallas County Steering Committee for this project, and other stakeholders as identified by the County. Jacobs will meet with Dallas County staff to discuss their functional and maintenance concerns and will meet with the Steering Committee to discuss their plaza aesthetic expectations as well as the relationship of the plaza to surrounding areas. Prior to meeting with the other County recognized stakeholders, Jacobs will develop a standard questionnaire with the approval of the County that Jacobs will use to guide their discussions with these other stakeholders. At the conclusion of the input gathering, Jacobs will deliver to the County a report outlining their findings. (Jacobs do not plan to use the Office of Dan Kiley as a part of this information gathering process.)

Jacobs second task will be to prepare for and lead a multi-day design charrette attended by the Steering Committee as well as the other County approved stakeholders. The charrette will begin with an "educational" process led by the Office of Dan Kiley that will focus on world-renowned plaza designs as well as different water feature options. After this educational process step, Jacobs will conduct an intensely concentrated workshop focused on addressing the key parameters and concerns of all parties relative to the plaza design. The goal of this session will be to develop consensus regarding initial concept options for the plaza. During this process, we will address the linkages of this plaza to adjacent areas including the West End, Dealey Plaza, adjacent property owners, and the Market and Main Street corridors. Jacobs concepts will also include options that consider the closing of Main Street (assuming white paper results are positive) as well as options that narrow Main Street or leave the right-of-way unchanged. At the end of this task, Jacobs will deliver a report that documents the process and includes preliminary plaza concepts discussed. The Office of Dan Kiley will be a key player throughout this charrette process.

After meeting with the Dallas County Steering Committee to address their thoughts about these plaza concepts, Jacobs will finalize two or three plaza concept designs and prepare preliminary cost estimates.
PARKING GARAGE/PLAZA CONTRACT
JACOBS FACILITIES, INC.

for each. Jacobs concept plans will include phasing options that will allow the County to meet current budgetary limitations while funding is raised for the final build-out. Jacobs will submit three copies of the concept drawings and report to the County for their review.

TOTAL WORK ORDER AMOUNT: $165,000

FUNDING SOURCE: Account No. 196.0.8110.2002.0.70132

FEE BASIS: Lump Sum as Negotiated


This Work Order is based on the fee proposal submitted by Jacobs Facilities, Inc. which is included as Exhibit I of the contract between Dallas County and Jacobs Facilities, Inc. for architectural/engineering services for the design of the proposed underground parking garage and plaza redevelopment.

SCHEDULE:
Start Date: June 9, 2003
Completion Date: November 7, 2003

Recommended by: Dan Savage, Assistant Administrator for Operations


________________________________________
Margaret Keliher, County Judge
DALLAS COUNTY

Date: __________

________________________________________
David White, Project Manager
JACOBS FACILITIES, INC.

Date: __________
May 21, 2003

To: Commissioners Court

From: Ryan Brown
    Budget Officer

Subject: Requests for Exception to Hiring Freeze

Background
Commissioners Court instituted a hiring freeze effective March 11, 2003, to address the County's current year budget shortfall. This hiring freeze applies to all positions except those related to life-safety issues or mandated staffing ratios. Departments are allowed to request exceptions for specific situations.

The Office of Budget and Evaluation has received an exception request from the J.P. Collections Center. The purpose of this briefing is to make recommendations on this request.

Operational Impact
The specifics of each request are discussed in the paragraphs below and copies of the formal requests are attached to this briefing.

J.P. Collections Center
The Collection Center is authorized eight full-time positions (1 grade C chief clerk, 2 grade 7 bookkeeper, and 5 grade 5 clerks). Effective May 19, 2003, one grade 5 clerk position became vacant. The Chief Clerk indicated that there was no notice given prior to the clerk transferring to a Justice of the Peace Precinct. Therefore, there was work the clerk left undone, which increases the need to replace the position immediately. Under the hiring freeze requirements, this results in 15 weeks of vacancy obligation. The Chief Clerk is requesting an exception to the hiring freeze to replace the clerk.

The clerk that transferred was one of two bilingual clerks in the J.P. Collections Center. The Collections Center is experiencing an increased volume of calls that require a bilingual clerk's assistance. Currently, the only bilingual clerk in the office is handling all Spanish speaking customer's calls in addition to her other job duties.
The primary responsibilities of the vacant clerk position are to pick up, open, docket and distribute mail. The sorting and distribution of the incoming mail is a critical part of the J.P. Collections Center operation. It is important that the mail be opened and sorted quickly, in order to process the checks that are mailed into the Collections Center. During the month of April the Collections Center collected $274,444 in court costs and criminal fines. Additional job duties of the vacant position include preparing all not guilty pleas and defaults to court for warrants. The Chief Clerk reports that each desk in the office is backlogged about one week. It is expected that by the time the position is posted and filled the current vacancy would have full-filled 2-3 weeks of the obligation for J.P. Collections Center. The Office of Budget and Evaluation recommends an exception to the hiring freeze.

**Financial Impact**
The savings realized from holding the position discussed above vacant for 15 weeks is shown in the table below.

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<thead>
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<th>Grade</th>
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</tr>
<tr>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$8,248</strong></td>
</tr>
</tbody>
</table>

**Recommendation**
The Office of Budget and Evaluation makes the following recommendation.

J.P. Collections Center Recommends exception be granted.
From: Phylis Vermillion  
To: Ronica Watkins  
Date: Tue, May 20, 2003 2:58 PM  
Subject: Re: Nohemi transfer

The workload has increased greatly on every desk. Nohemi was responsible for picking up, opening, docketing and distributing the mail. The mail has increased so much that it would take her all day to do it, so I started helping her and it took us about 3 hours. Her duties also include preparing all not guilty pleas and defaults to court for warrants. Everyone is now opening the mail in the morning and we are sharing her other duties. NOHEMI GAVE NO NOTICE so she left a lot of work undone. Considering that we are in a hiring freeze I am sure Judge Seider's office had to go through this process which tells me that this transfer must have been in the works for a while. Yet I get no notice to prepare for it. Also the volume of phone calls every clerk answers increased, including Spanish calls that are now handled by Anna only. Every desk in this office is backlogged about 1 week but the work for that week is very heavy in number. We are no longer able to keep up with a full crew much less short 1 full time employee. Also we do have people sick and on vacation with just adds to the backlog. I was going to ask if I could have a temp to hold me over until I can hire for Nohemi's position, but I guess that is out of the question. I am amazed at the increase in volume over the past 3 weeks. Any help you can give me would be appreciated.

Thank You  
Phylis

>>> Ronica Watkins 05/20 8:36 AM >>>
Phylis,

Could you please provide an explanation of what would happen if the position is not filled for 15 weeks. How would affect the operation of your office? I need this as justification for your request ASAP.

Ronica

>>> Phylis Vermillion 05/16 1:13 PM >>>
As of Monday 5/19/03 Nohemi Aguirre will be transferred to Judge Seider's court. She took a day of vacation today and left a note that she would not be back. I am asking for an exception to the hiring freeze to enable me to fill this position as soon as possible.

Thank You  
Phylis
May 27, 2003

MISCELLANEOUS

1) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for the Memorandum of Understanding between Dallas County Health & Human Services and the Resource Center of Dallas (formerly Nelson Tebedo Community Health Center) for the provision of sexually transmitted disease testing of urine specimens, at a cost of $15 per specimen, and authorize the County Judge to sign the Agreement on behalf of Dallas County Health & Human Services.

   *(Please Refer to Information Item No. 3)*

2) **DISTRICT COURT ADMINISTRATION** - requests approval for:

   a) reduced cost for parking authorized at the juror rate of $3 per day at the George L. Allen Sr. Courts Building Underground Parking Garage for Claire Raney, Gregg Stimmel, and Kyle Cook, law clerk students who will be working pro bono as interns at the 134th District Court for the summer beginning May 27, 2003 through the end of July, 2003.

   b) reduced cost for parking authorized at the juror rate of $3 per day at the George L. Allen, Sr. Courts Building, Underground Parking Garage for Dwayne Norton, law clerk student who will be working pro bono as an intern at the 14th District Court for the summer beginning June 30, 2003 until August 15, 2003.

TRAVEL REQUESTS

3) **OFFICE OF MINORITY BUSINESS** - requests approval for Irvin Hicks and Willa Roberts to attend the 7th Annual Congressman Martin Frost Procurement in Arlington, Texas on July 25, 2003: $100 (registration fee) is available in General Fund, Commissioners Court, Business Travel Account, FY Budget 2003, (00120.1020.2010.2003).
4) **SHERIFF’S DEPARTMENT** - requests approval for:

a) Deputy H. Munster to attend the Kerr Co. Sponsoring Livestock Identification and Estray Livestock Class in Kerrville, Texas on May 27-28, 2003 and use of a County vehicle with gas credit cards and **no other expense to Dallas County**.

b) Chief Deputy Charles McKinney to attend the FBI-NAA Retraining Session in League City, Texas on June 4-8, 2003 and use of a County vehicle with gas credit cards and **no other expense to Dallas County**.

c) Captain Lee DeVaney to attend a Texas ATPA/2004 Grant Review Meeting in Austin, Texas on June 16-18, 2003 and use of a Task Force vehicle with gas credit cards and **no other expense to Dallas County**.

d) Sr. Sgt. Steven W. Jones to attend a Texas ATPA/2004 Grant Review Meeting in Austin, Texas on June 16-18, 2003 and use of a Task Force vehicle with gas credit cards and **no other expense to Dallas County**.

e) Sgt. Stephen Smith to attend a Texas ATPA/2004 Grant Review Meeting in Austin, Texas on June 16-18, 2003 and use of a Task Force vehicle with gas credit cards and **no other expense to Dallas County**.

**EXCEPTION TO TRAVEL REQUESTS**

**UNLESS SPECIFICALLY OBJECTED TO, ALL ITEMS PRESENTED AS EXCEPTIONS ARE CONSIDERED TO BE APPROVED**

5) **HEALTH & HUMAN SERVICES DEPARTMENT** - requests approval for Betty Culbreath, Assefa Tulu, Anita Friedman, and Amanda Simpson to attend the NACCHO Large Metropolitan Areas SARS Meeting in Chicago, IL on May 28-20, 2003: $3,092.76 is available in Grant Fund, Bioterrorism Department, Conference Account, FY Budget 2002, (00466.08723.02460.2002).

**MISCELLANEOUS EQUIPMENT**

| DEPARTMENT: 1035 | ITEM: 1 - Internal Dell PCI 56K v.92 Data/Fax Modem | ESTIMATED COST: $65 |
| FUNDING SOURCE: | Within Budget |
| EXPENDITURE SOURCE: | 00120.1035.02093.2003 (General Fund, Tax Assessor/Collector, Computer Hardware less than $5,000, FY2003) |
| PROPOSED ACTION: | The Tax Assessor/Collector request to purchase a modem in a PC that will be moved from within their department to replace the one that the Funds Accounting Supervisor, is currently using. His current PC does not have enough memory to be able to download the lockbox file at times. The modem will be used to dial up the Bank and to do wire transfers to the various entities the Tax Office collects for. Recommended by the MIS Director. |

(2) | DEPARTMENT: | 1035 Tax Assessor/Collector |
| ITEM: | 3 - licenses for Access 2002 |
| ESTIMATED COST: | $525 |
| FUNDING SOURCE: | Within Budget |
| PROPOSED ACTION: | The Tax Assessor/Collector requests to order three licenses for Access 2002. The licenses will be for the Accounting Systems Manager and two Tax Data Processing Coordinators. The software will be used to automate their Top Ten and Top One Hundred reports. Recommended by Office of Budget and Evaluation. |

(3) | DEPARTMENTS: | 4702 Probate Court 2 |
| ITEMS: | 1 - High-Volume Printer |
| ESTIMATED COST: | $1,775 |
| FUNDING SOURCE: | DDA |
| PROPOSED ACTION: | Judge Robert E. Price of the 2nd Probate Court is requesting permission to replace a high-volume printer in his Probate Auditor's office. He is volunteering DDA funds to pay for the cost of a new machine. Recommended by the Office of Budget and Evaluation. |

(4) | DEPARTMENTS: | 4150 162nd Civil District Court |
| ITEMS: | 1 - Digital Presenter |
| ESTIMATED COST: | $2,950 |
| FUNDING SOURCE: | DDA |
| PROPOSED ACTION: | Judge Bill Rhea of the 162nd Civil District Court has requested permission to purchase a Digital Presenter for his courtroom using DDA fund. Recommended by the Office of Budget and Evaluation. |
TELECOMMUNICATIONS REQUESTS

Health & Human Services
M-0304053 request to install two C.O. lines for the Environmental Health department located at 1506 East Langdon Rd. Installation: $97.00; monthly service increase; $70.00. Recommended.

M-0305019 request to relocate a multi-line phone and reprogram others in the department. Installation: $41.50; no monthly service increase. Recommended.

Tax Office
M-0305006 request a single-line be install for a phone in the Public Registration section. Installation: $41.95; no monthly service increase. Recommended.

M-0305005 request to install a single-line to be used with a fax for the department. Installation: $41.95; no monthly service increase. Recommended.

Juvenile
M-0305004 request to install two dedicated lines to be used for monitor application. Installation: $83.50; no monthly service increase. Recommended.

MD-0304078 request to install seven data-line cables in various rooms to support the Live Scan project. Installation: $841.00; no monthly service increase. Recommended.

County Clerk MD-0305006 request to install three data-line cables to provide access to network. Installation: $235.00; no monthly service increase. Recommended.

County Court #5 M-0305012 request to install a single-line on the 4th floor of the Records building to relocate fax machine. Installation: $74.00; no monthly service increase. Recommended.

UTMB M-0305026 request to install a single-line telephone in the 3rd floor Infirmary room 3M-6. Installation: $41.50; no monthly service increase. Recommended.

Sheriff Intake MD-0305001 request to install a data-line cable in room B1008 to connect network printer. Installation: $58.75; no monthly service increase. Recommended.

Telecommunications M-0305032 request to install a 50 pair feeder/riser cable from the main IDF on the ground floor to the 6th floor IDF to provide more capacity. Installation:
$323.50; no monthly service increase. **Recommended.**

**County Clerk**
M-0305034 request to move fax line in the Probate department to a more centralized location. Installation: $41.50; no monthly service increase. **Recommended.**

D-0305011 request to install a data-line cable on the 2nd floor to replace existing cable which does not work. Installation: $58.75; no monthly service increase. **Recommended.**

**District Clerk D-0305015** request to install a mainframe line in the Passport section on the 1st floor of the GACB. Installation: $58.75; no monthly service increase. **Recommended.**

**Forensic Science D-0305016** request to install three data-line cables in the mechanical room on the 3rd floor to provide access to network. Installation: $176.25; no monthly service increase. **Recommended.**

**Public Works D-0305004** request to install a data-line cable on the 4th floor to connect a digital copier to the network. Installation: $99.00; no monthly service increase. **Recommended.**

**J.P. Court Precinct 1-1 D-0305007** request to install a data-line cable to provide access to network. Installation: $79.00; no monthly service increase. **Recommended.**

**Road & Bridge District 4 D-0305008** request to install a data-line cable to replace the existing damaged cable. Installation: $58.75; no monthly service increase. **Recommended.**

**Sheriff Print Shop D-0305009** request to install a data-line cable to provide access to network. Installation: $79.00; no monthly service increase. **Recommended.**

**Health & Human Services D-0305010** request to install four data-line cables in the Grand Prairie Clinic for the ICES project. Installation: $235.00; no monthly service increase. **Recommended.**

Funding for the above request is available from countywide Department 800, line item 432, Telephone Contingency.